

INTERGOVERNMENTAL SUPPORT AGREEMENT (IGSA)  
BETWEEN  
THE UNITED STATES  
AND  
THE CITY OF EL PASO  
IGSA-A60RA-26-GAR-005

This Intergovernmental Support Agreement (hereafter referred to as the “IGSA” or “Agreement”) between the United States Army Garrison Fort Bliss, Texas (hereafter USAG FORT BLISS) and THE CITY OF EL PASO, (hereafter “PUBLIC PARTNER” or “CITY”) –a political subdivision of the state of Texas which is a provider of public transit in the City of El Paso adjacent to Fort Bliss - is entered into pursuant to federal law codified at 10 USC 2679. The statute authorizes the Secretary of the Army to enter into an IGSA on a sole source basis with a state or local government to receive installation support and services. The Secretary of the Army delegated authority to the USAG Fort Bliss Garrison Commander (hereafter “GC”) to execute agreements on behalf of USAG FORT BLISS.

**1. PURPOSE.**

The purpose of this IGSA is to outline the roles and responsibilities of the parties, identify the services to be furnished by the CITY, the prices to be paid by USAG Fort Bliss, and the appropriate reimbursement and quality control procedures. The parties undertake this Agreement in order to provide public transit services to USAG Fort Bliss, to achieve cost savings for the Department of the Army, and to provide additional revenues to local governments and their work forces.

**2. RESPONSIBILITIES OF THE PARTIES:** The City shall perform the installation support services as stated in this IGSA, which includes all Attachments hereto. The term “installation support services” only includes services, supplies, resources, and support typically provided by a local government for its own needs and without regard to whether such services, supplies, resources, and support are provided to its residents generally, except that the term does not include security guard or firefighting services. USAG Fort Bliss shall compensate City for services provided as provided in this IGSA.

**3. TERM OF AGREEMENT.**

The term of this Agreement shall commence on the Effective Date and remain in effect for an initial term of one (1) year (the “**Initial Term**”). Upon expiration of the Initial Term, this Agreement can be renewed for successive one (1) year periods (each a “**Renewal Term**,” and collectively with the Initial Term, the “**Term**”) if proper notice as required under this Agreement is provided by the Parties. The total duration of this Agreement, including the Initial Term and all the Renewal Terms, shall not exceed ten (10) years from the Effective date (The “**Maximum Renewal Period**”). Upon the expiration of the Maximum Renewal Period, this Agreement shall terminate automatically without further notice or action by either Party, and neither Party shall have any obligation to renew or extend this Agreement beyond such Maximum Renewal Period.

- a. **RENEWAL TERM.** To renew the agreement for an additional year of performance, USAG FORT BLISS must provide written notice of its intent to enter into a Renewal Term as required by this section. The IGSA Manager (“IGSA-M”) may condition the renewal upon availability of funds and may suspend performance of the renewed period at no additional cost to USAG Fort Bliss until adequate funds have been received. If funds are not received, the parties agree that the Agreement can be unilaterally terminated by the IGSA-M without further liability to USAG Fort Bliss. No legal liability on the part of USAG Fort Bliss shall arise until the IGSA-M notifies the CITY that funds are available and authorizes the CITY to begin performance of services. PUBLIC PARTNER shall not commence performance of services until notified to do so in writing by IGSA-M. USAG FORT BLISS has no authority to obligate additional years without appropriation of adequate funds by Congress. Notwithstanding the above, if USAG FORT BLISS requires the suspension of the Agreement under this Section, USAG FORT BLISS shall notify the City, in accordance with the notice provisions of this Agreement, within 3 days of having knowledge of the need for suspension of services.
- b. **NOTICE TO RENEW.**  
At least 60 days prior to the expiration of the current performance period, the IGSA-M shall provide notice of the renewal of the IGSA to City, pursuant to the Notice provisions of this Agreement. Upon receiving notice from USAG FORT BLISS of their intent to renew the agreement, the City must communicate to USAG FORT BLISS within 30 days of receiving such notice if it agrees to renew the agreement or not. If the parties do not agree to renew the agreement, the agreement will terminate at the end of the then current term.

4. **SCOPE OF SERVICES**

The City shall deliver public transit services to USAG Fort Bliss, in the form of Microtransit Services provided by City of El Paso’s Torch Transit by Sun Metro, and as further provided in this Agreement as well as any attachments herein. The Scope of Services to be provided are attached as **Appendix 1 Scope of Work**. **Appendix 1** may be amended by the parties as needed. **Appendix 2** contains the designated zones within the installation where City vehicles can await a future passenger pickup request (“**staging areas**”) and where services will be provided (“**service areas**”). **Appendix 2** may be amended as needed. Any amendment to this agreement or to any attachments shall be in writing and must be agreed to by all parties.

- a. **Personnel.** USAG FORT BLISS will supervise and manage its personnel and bear all responsibilities involved with its personnel such as pay and benefits. USAG FORT BLISS will not expect or request City employees, or any contractors it engages for this IGSA, to act in any way on behalf of USAG FORT BLISS. This is a non-personal services agreement. Each party is responsible for all costs of its personnel including pay, benefits, support, and travel. Each party is responsible for supervision and management of its personnel. The tasks, duties, and responsibilities set forth in this IGSA may not be interpreted or implemented in any manner that results in CITY personnel creating or modifying federal policy, obligating appropriated funds of the USAG FORT BLISS, or overseeing the work of federal employees. Under no

circumstances shall City employees or contractors be deemed as a federal employee. Employees of USAG FORT BLISS may not perform services for or on behalf of City without the approval of the IGSA-M.

- b. **Subcontracting.** If the CITY shall provide services through a contract, the contract must be awarded through competitive procedures. (This requirement does not apply to collective bargaining agreements between the CITY and its employees).
  - c. **Program Management Plan.** The City shall provide a Program Management Plan quarterly to USAG Fort Bliss. The Program Management Plan will be a formal, comprehensive document that defines how microtransit services will be managed, executed, monitored, and controlled to meet performance standards. It will serve as a strategic roadmap, outlining the scope, schedule, budget, risks, and governance required to provide microtransit to Ft. Bliss.
5. **COST OF SERVICES.** In consideration for the services provided by CITY, USAG FORT BLISS shall pay in accordance with the costs as provided in **Appendix 4**. Any updates or amendments to **Appendix 4**, and any other attachments to this IGSA, shall be in writing and agreed to by both parties.
  6. **PAYMENTS PURSUANT TO THIS AGREEMENT.** USAG Fort Bliss shall make an advanced payment to the CITY to pay for the initial 180 days of services (only at the onset of Year 1) per the Memorandum (Subject: Intergovernmental Support Agreement (IGSA) Approval for Advance Payment) signed and approved by DASA Installations Housing and Partnerships. Based on the agreed-upon cost for services as set forth in this Agreement, USAG Fort Bliss will submit the first initial payment to the CITY before the agreed-upon service is delivered and within 30 calendar days after City submits invoice. Thereafter all remaining payments shall be made on a monthly basis and shall be based on services set forth in this Agreement. The CITY shall issue to the IGSA technical representative (“**IGSA – TR**”) and the IGSA-M a detailed invoice for fees accrued during the preceding month. The CITY shall provide such invoice no later than on the 30<sup>th</sup> day of the month for the preceding month’s fees. The CITY shall maintain funds from USAG Fort Bliss as restricted to the service for which they were approved. If the Agreement is terminated during the Ramp-up period, as defined in this Agreement, the CITY shall promptly return to USAG Fort Bliss any portion of the initial \$2,000,000 advance that remain unused, taking into account the cost of services the CITY incurred in accordance with this Agreement. The IGSA-TR will verify all billed services have been completed for services invoiced. The CITY shall not include State or Local taxes in what it charges USAG Fort Bliss. The IGSA-TR will not authorize payment unless all billed services have been identified and may reduce the amount(s) billed for previous unsatisfactory or partial performance, or for other reasons specified in this Agreement. USAG Fort Bliss shall pay the CITY within 30 calendar days after City submits an invoice.

All payments submitted under this Agreement shall be made payable to the City of El Paso, Attn: Office of Comptroller. Payments submitted to the City of El Paso may be submitted to the City via an electronic means by utilizing CAGE Code 3XVYI.

7. **OPEN COMMUNICATIONS AND QUALITY CONTROL.** The parties will identify and present any issues and concerns that could potentially impede successful performance of the IGSA in a timely and professional manner. After its execution, an initial joint meeting of the parties will be conducted to discuss the terms of the IGSA. The initial meeting will also discuss orientation of the City and its employees to work areas on the installation, as well a phase-in to permit the orderly transition of responsibilities for performance of the services by the City.
  - a. **Inspection of Services:** The CITY will only tender services and goods in conformance with this IGSA. The IGSA-TR is responsible for inspecting all services performed. The QASP (Quality Assurance Surveillance Plan) is an internal document used by USAG Fort Bliss to ensure that USAG Fort Bliss receives quality services and pays only for services actually provided. In those rare instances in which the CITY fails to re-perform services or abandons performance, USAG Fort Bliss may perform or contract for performance of the services, with prior written notice to the City, and charge those costs to the CITY. Except in an emergency, USAG Fort Bliss will not exercise this authority without providing prior written notice to the POC designated by the CITY to allow for amicable resolution of issues between the parties. If services are deemed to be deficient and cannot be corrected to the satisfaction of the IGSA-TR, the IGSA-M may terminate the IGSA in accordance with the termination provisions in this IGSA. Such termination shall not become effective without prior written notice and consultation with the CITY POC identified in this Agreement. Subject to Paragraph 32, below (“Anti-Deficiency Act”), the City shall be entitled to payment for services performed in accordance with this Agreement and prior to written notice of termination.
  - b. **Inspection of Vehicles:** CITY shall register all vehicles for installation access, which will need to be coordinated with Fort Bliss Directorate of Emergency Services (DES). The vehicles will undergo an initial inspection by USAG Fort Bliss, for installation access. Thereafter, an annual inspection will be required, and any new vehicles will be inspected before allowed to be used in the installation.
  - c. **Duty to Cooperate in Accidents and Damage:** The parties shall fully cooperate with each other during investigations involving accidents or damage to property or persons on USAG FORT BLISS property. The parties shall timely furnish to each other any investigation reports they complete regarding incidents.
  
8. **LAW GOVERNING THE AGREEMENT.** This Agreement is subject to the laws and regulations of the United States. If any federal statute expressly prescribes policies or requirements that preempt the terms and conditions of this IGSA, the provisions of the statute shall govern.

- a. **Wages and Labor Law provisions.** These provisions apply to THE CITY OF EL PASO and any contractor performing services under this IGSA on behalf of THE CITY OF EL PASO. THE CITY OF EL PASO shall be exempt from federal labor statutes, provided it pays its employees at wage grades or rates normally paid by THE CITY OF EL PASO and complies with all applicable labor laws and standards. In no event, however, shall any employee or contractor be paid at wage rate below the minimum wage established in the Fair Labor Standards Act. THE CITY OF EL PASO and its contractors shall comply with all applicable federal, state, and local occupational safety and health requirements and standards. If THE CITY OF EL PASO has knowledge that any actual or potential labor dispute by its employees or contractors may delay or threaten to delay performance of this Agreement, THE CITY OF EL PASO shall immediately notify the IGSA-TR and the IGSA-M. THE CITY OF EL PASO shall provide timely updates until the dispute is resolved.
- b. **Non-discrimination and Sexual Assault/Harassment:** This provision applies to CITY and its contractors performing any work related to this Agreement. City agrees not to discriminate against any employee based upon race, color, religion, sex, national origin, sexual orientation, or any other federally-protected characteristics or classes, or to allow any employee to engage in discriminatory practices or conduct while performing work under this IGSA. City shall not permit employees which engage in sexual assault, sexual harassment, or trafficking to perform services under this IGSA. City shall not engage in age discrimination and shall comply with the Americans with Disabilities Act with respect to the hiring and accommodation of employees performing services under this IGSA.

9. **TRAINING and ACCESS REQUIREMENTS.**

- a. **ANTI-TERRORISM (AT)/OPERATIONS SECURITY (OPSEC) REQUIREMENTS:**  
AT Level I Training: All CITY and contractor employees requiring access to USAG FORT BLISS facilities and controlled access areas shall complete AT level I awareness training within 30 calendar days after Agreement start date or within 30 calendar days after the date the employee(s) start(s) performance of services under the Agreement. THE CITY OF EL PASO shall submit certificates of completion for each affected CITY OF EL PASO employee and contractor employee to the IGSA-TR. AT level I training is available at the website: <https://jkodirect.jten.mil/pdf/at1/launch.html>. AT level I training is an annual requirement if term is renewed.
- b. **ACCESS CONTROL AND GENERAL PROTECTION/SECURITY POLICY AND PROCEDURES:** THE CITY OF EL PASO, and associated subcontractor's employees, shall comply with applicable USAG FORT BLISS facility access, and local security policies/procedures (provided by the IGSA-TR). THE CITY OF EL PASO shall conduct background checks of its employees in accordance with City's standard policies and procedures and shall provide all information required for background checks to meet USAG FORT BLISS access requirements through the USAG FORT BLISS Provost Marshal Office, Director of Emergency Services, or Security Office. THE CITY OF EL PASO workforce must comply with all personal identity verification requirements as directed by DoD, US Army, and/or local policies. Should the Force Protection Condition (FPCON) at any individual facility or

installation change, USAG FORT BLISS may require changes in contractor security matters or processes. With the understanding that the City will immediately remove employees from performance under this Agreement if identified by the IGSA-M pursuant to 9(b.)(iii.) below, the City will not be in breach of this IGSA and will not be liable for any claims, delays or damages, resulting from the lack of immediate removal of any employee if the City was not aware the employee was ineligible to perform work under this IGSA.” The City shall ensure that:

- i. Only citizens or lawful immigrants of the United States shall be permitted to perform services under this IGSA.
- ii. City Employees or contractors with felonies, sex crimes, drug offenses, or violent crime convictions shall not be allowed to work on this IGSA without explicit written approval from the IGSA-M.
- iii. The City shall not permit any employees or contractors to perform work under this IGSA if the IGSA-M identifies them as a potential threat to the health, safety, security, well-being, or operational mission of Fort Bliss.
- iv. USAG FORT BLISS reserves the right to deny access to any City employee or contractor who poses a risk to national security and may revoke access to USAG FORT BLISS to any City employee or contractor at any time.
- v. All City and contractor vehicles entering USAG FORT BLISS to provide services pursuant to this IGSA shall be clearly identifiable and display Sun Metro’s name and “Torch Transit by Sun Metro”.

c. **Other Requirements.** CITY, contractors and employees shall comply with all USAG FORT BLISS security, health, and safety requirements. City contractors and employees who interface with Government personnel shall be able to speak and understand English. All City contractors and employees performing services under this Agreement shall wear identification badges or distinctive clothing which clearly identifies that they are City employees or contractors. At the conclusion of the IGSA or whenever a City employee or contractor no longer performs IGSA services, City will provide the IGSA-TR all identification or other credentials furnished by USAG FORT BLISS.

10. **INDEPENDENT PARTIES.** The City and USAG FORT BLISS are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City nor USAG FORT BLISS nor any of their respective agents or employees shall control or have any right to control the agents or employees of the other Party in carrying out the terms of this Agreement.

11. **DISPUTES.** Both Parties will cooperate to ensure mutual goals are met and issues are promptly resolved. Each Party will promptly notify the other Party of any concerns and communicate openly and transparently to ensure any concerns or issues are promptly dealt with in order not to impede performance under this Agreement. If the Parties are unable to agree about interpreting or applying a material aspect of either

this Agreement or an Order under it, the Parties agree to try to reach mutual agreement in the proper interpretation of this Agreement or an Order under it, including amendment or termination of this Agreement or the Order, as necessary, or by escalating the dispute within their respective organizations.

- a. **Dispute Resolution.** As a condition precedent to a Party bringing any action for breach of this Agreement, that Party must first notify the other Party in writing of the nature of the purported breach and include all data that supports the claim and seek in good faith to resolve the dispute through negotiation. If the Parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the Parties. Each Party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred.
- b. **Contractor or employee disputes.** All claims and disputes by employees of the City shall be resolved in accordance with state law and local governing policies and procedures. All claims and disputes by contractors arising under or relating to contracts awarded by the City pursuant to or related to this Agreement and Orders under it shall be resolved in accordance with state law and the terms of the individual contract. All litigation costs, including settlements and judgments, incurred or agreed to in defense claims and disputes made by contractors and employees of the City are the responsibility of the City unless otherwise agreed to in writing by USAG FORT BLISS.
- c. **Continuity of Services during disputes.** CITY recognizes that the services under this Agreement are vital to USAG FORT BLISS and must be continued without interruption and performed even in the event of a dispute between the parties, to the extent allowed by the laws governing each party and subject to City's appropriation of funds necessary to fund the services provided under this agreement. Subject to Paragraph 32, below ("Anti-Deficiency Act"), the City shall be entitled to payment for services performed in accordance with this Agreement during a dispute. In the event the agreement is terminated, the CITY is only entitled to payment for services provided prior to City receiving written notice of termination, and performed in accordance with this Agreement.

## 12. **TERMINATION.**

- a. **For Convenience.** Both parties reserve the right to terminate this agreement for their convenience at any time with 90 days written notice. When notified by USAG FORT BLISS of the termination, the CITY shall immediately stop all work. Subject to Paragraph 32, below ("Anti-Deficiency Act"), USAG FORT BLISS shall pay City for services performed in accordance with this Agreement to the date notice was received by City.
- b. **For Lack of Funding.** If adequate funds are not received by USAG FORT BLISS to cover the costs of service expected to be provided by City, USAG FORT BLISS can

terminate this agreement by providing 60 days written notice to City, as required by the Notice provisions of this Agreement. Subject to Paragraph 32, below (“Anti-Deficiency Act”), the City shall be entitled to payment for services performed in accordance with this Agreement prior to the City receiving written notice of termination.

13. **SUSPENSION OF AGREEMENT:** The Parties reserve the right to suspend performance of the Agreement or access to USAG FORT BLISS facilities in event of emergencies, mobilizations, national security reasons, or for other reasons outside the control of USAG FORT BLISS. If services are suspended in accordance with this section for a continuous period of 45 days, this agreement shall terminate and the City shall be paid any reasonable and allocable costs incurred which could not have been reasonably avoided by the City up to the time of termination; provided, however, that USAG FORT BLISS’ maximum total liability for all payments under this Agreement shall under no circumstances exceed the total amount of appropriated funds currently obligated to this Agreement at the time of termination. Nothing in this clause shall be construed to obligate the Government in advance of or in excess of available appropriations in violation of the Antideficiency Act (31 U.S.C. § 1341). If USAG FORT BLISS requires the suspension of the Agreement for the reasons stated herein, USAG FORT BLISS shall notify the City, in accordance with the notice provisions of this Agreement, within 3 days of having knowledge of the need for suspension of services. If CITY is unable to perform any of the services due to an occurrence beyond the reasonable control of the parties, such as but not limited to Acts of God, unusually severe weather, or government activities on the installation which impede CITY’s ability to perform, CITY shall promptly notify USAG FORT BLISS in accordance with the notice provisions of this IGSA. A party who is unable to perform as required under this IGSA, shall notify the other party within a reasonable amount of time, and in accordance with the Notice provisions of this IGSA.
  
14. **LIABILITY.**
  - a. **Hold harmless.** To the extent authorized by the Federal Claims statutes, USAG Fort Bliss shall be responsible for its actions under the terms of this Agreement and save harmless the CITY, and the State of Texas, their respective officers, directors, principles, employees, agents, successors, and assigns from and against all claims for payment damages and/or liabilities of any nature asserted against the CITY in connection with this Agreement.

To the extent authorized by state and federal laws, the CITY shall be responsible for its actions under the terms of this Agreement and save harmless USAG Fort Bliss, and the US Army, their respective officers, directors, principles, employees and agents, from and against all claims for payment, damages, and or liabilities of any nature asserted against USAG Fort Bliss or the Army in connection with this Agreement.
  
  - b. **Duty to protect government property on USAG FORT BLISS premises.** CITY shall conduct a visit of Fort Bliss with the IGSA-TR prior to performance to satisfy itself of the general and local conditions existing on Fort Bliss to include sites

where services will be performed. The CITY shall take measures to protect and not damage any USAG FORT BLISS property during the performance of services. Should the CITY damage such property, the CITY may replace the item or restore it to its prior condition at its own cost or reimburse USAG FORT BLISS for such costs. If the CITY does not take measures to replace or restore, USAG FORT BLISS reserves the right to deduct replacement or restoration costs from amounts billed by the CITY each month. The IGSA-TR shall provide written notice of USAG FORT BLISS' intent to offset costs against billings to allow the parties to resolve the matter amicably. Such a resolution can include a schedule for payments to cover the loss or restoration of USAG FORT BLISS property over the term of the current period of performance.

- c. **Exclusion of Incidental and consequential damages.** Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, THE CITY WILL NOT BE LIABLE TO ANY OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CITY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.
- d. **Disclaimer:** Notwithstanding anything to the contrary contained in this Agreement, CITY MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, THAT THE SERVICES PROVIDED PURSUANT TO THIS IGSA WILL FUNCTION WITHOUT INTERRUPTION, DELAY, OR DEGRADATION DURING PERIODS OF EXCEPTIONALLY HIGH RIDERSHIP DEMAND THAT EXCEED CITY'S AVAILABLE RESOURCES. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, CITY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF UNINTERRUPTED SERVICE, GUARANTEED RESPONSE TIMES, OR SPECIFIC SERVICE LEVELS DURING PERIODS WHEN RIDERSHIP DEMAND SUBSTANTIALLY EXCEEDS THE SERVICE PROVIDER'S VEHICLE FLEET CAPACITY, AVAILABLE DRIVER RESOURCES, OR OPERATIONAL INFRASTRUCTURE.
- e. **Governmental Function.** The City is entering into this Agreement in the exercise of its governmental functions. In all things relating to this Agreement, the City is performing a governmental function, as defined by the Texas Tort Claims Act. Every act or omission of City, which in any way pertains to or arises out of this Agreement falls within the definition of governmental function.

15. **INSURANCE.** The City of El Paso is a governmental entity as defined under the Texas Tort Claims Act and operates under a policy of self-insurance. The City maintains the financial capacity and stability to satisfy liability obligations up to \$1,000,000 per

occurrence for claims arising from bodily injury and property damage. Additionally, the City of El Paso is self-insured for Workers' Compensation, which is administered through a third-party administrator, Claims Administrative Services, Inc., and remains in full compliance with the Texas Workers' Compensation Act. The City is covered through the Texas Municipal League Intergovernmental Risk Pool for Automobile Liability Coverage in an amount that equals or exceeds the minimum amounts required for non-government vehicles under the Motor Vehicle Safety Responsibility Act. Should the City hire a contractor to perform any work under this Agreement, the City agrees that any contractor it hires must and will maintain insurance described below during the entire period of performance:

- a. General liability insurance with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for all premises and operations. The policy shall include coverage for bodily injury, death and property damage arising out of actions by the contractor or its employees.
- b. Comprehensive vehicular liability insurance in the combined single limit of \$1,000,000 per occurrence for bodily injury and property damage.
- c. The contractor must add the US Army as an additional insured party on the above policies.
- d. Documentation of this insurance shall be furnished to the IGSA-M before providing services under this agreement.

16. **MEDICAL CARE IN EMERGENCIES:** Military medical facilities on post will be made available for treatment of City and Contractor employees in the event of emergencies under the provisions of the Emergency Medical Treatment and Labor Act. Any unrecoverable costs of medical services will be reimbursed by City or Contractor.

17. **HOLD HARMLESS:**

- a. **No waiver of Immunity.** Nothing in this Agreement shall be construed as a waiver of sovereign immunity by the Federal Government under the Federal Tort Claims Act, 28 U.S.C. § 2671 et seq. Further, nothing in this Agreement shall be construed as a waiver of governmental immunity by the City under the Texas Tort Claims Act, Texas Civil Practice and Remedies Code Chapter 101, or any other applicable state law. Each Party expressly reserves all immunities, defenses, and limitations of liability available to it under federal and state law.
- b. **Third-Party Claims.** In the event that a third party asserts a claim against either Party arising out of or relating to this Agreement or the performance thereof, each Party shall promptly notify the other Party in writing of such claim within ten (10) business days of receiving notice thereof. Each Party shall cooperate fully with the



**To USAG FORT BLISS: IGSA-Manager (IGSA-M)**  
**Mr. Steven J. Martin**  
**Phone: (915) 892-3934**  
**[steven.j.martin7.civ@army.mil](mailto:steven.j.martin7.civ@army.mil)**

**AND: IGSA-Technical Representative (IGSA-TR)**  
**Mr. Pedro Arredondo-Melendez**  
**Phone: (915) 471-0832**  
**[pedro.arredondomelendez.civ@army.mil](mailto:pedro.arredondomelendez.civ@army.mil)**

21. **WAIVER.** A waiver by either Party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.
22. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
23. **HEADINGS.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
24. **COUNTERPARTS.** This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.
25. **DRUG FREE WORKPLACE ON MILITARY INSTALLATIONS AND FACILITIES:** All property under the control of the Department of the Army are drug-free areas. Notwithstanding any contrary State or Local law, the CITY shall notify all individuals performing services on Fort Bliss that no controlled substances as specified in the Controlled Substances Act and 21 Code of Federal Regulations shall be sold, distributed, used, or consumed on Fort Bliss. The IGSA-TR may direct the CITY to not permit any employee to work on this IGSA who violates these laws and policies. Such individuals additionally may be barred from access to Fort Bliss by the GC.
26. **REPRESENTATIVES OF THE PARTIES:** The following are the designated representatives of the parties for communication purposes (POC) that do not involve required Notices, which Notices shall be sent in accordance with the "Notice" provisions of this Agreement:
  - a. **USAG FORT BLISS POC:**
    - i. The IGSA-Manager (IGSA-M) will serve as the USAG FORT BLISS liaison and point of contact (POC) with City regarding any IGSA concerns:  
Mr. Steven J. Martin, 915-892-3934, email: [steven.j.martin7.civ@army.mil](mailto:steven.j.martin7.civ@army.mil).
    - ii. The IGSA-Technical Representative (IGSA-TR) will serve as the subject

matter expert (SME) to manage and oversee, on behalf of USAG FORT BLISS, the Mass Transit Service provided by City under this Agreement: Mr. Pedro Arredondo-Melendez, 915-471-0832, email: pedro.arredondomelendez.civ@army.mil.

**b. City POC:**

- i. The Director of Sun Metro will manage this Agreement on behalf of City: Mr. Anthony Dekeyzer, 915-212-3306, email: [dekeyzerar@elpasotexas.gov](mailto:dekeyzerar@elpasotexas.gov)
- ii. Alternatively, the Sun Metro Deputy Transit Officer, Mr. Jerry DeMuro, 915-212-3470, email: demuroG@elpasotexas.gov

27. **FORCE MAJEURE:** Neither party shall be liable for any failure or delay in performance of its obligations under this IGSA to the extent such failure or delay is caused by events beyond the reasonable control of the Party, including but not limited to acts of God, natural disasters, fires, floods, sand storms, terrorism, pandemics, epidemics, labor disputes, or government activities on the installation which impede the services provided under this IGSA. The Party affected by a force majeure event shall promptly notify the other Party's POC of the event and its expected duration in accordance with the notice provisions of this IGSA, and shall use reasonable efforts to minimize the delay and resume performance as soon as practicable. If a force majeure event continues for more than 60 days, either Party may terminate this Agreement upon written notice to the other Party without incurring liability.
28. **ACTIONS OF DESIGNEES:** Unless otherwise specified, any action required by this Agreement to be taken by a specific individual or official may be performed by their designated representative. However, this provision does not apply to the IGSA-M, who must personally perform any actions assigned to them under this Agreement.
29. **BINDING AGREEMENT.** The undersigned signatories assert that they have the authority to execute this Agreement and to bind the Party for which they are signing to the faithful performance of this Agreement.
30. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding of the Parties with respect to its subject matter and no amendment, modification or alteration of the terms shall be binding unless the same is in writing, dated subsequent to the date of this Agreement and duly executed by the Parties to it.
31. **EFFECTIVE DATE.** This Agreement is effective on the later of the last date of signature by USAG FORT BLISS or City.
32. **ANTI-DEFICIENCY ACT:** Notwithstanding anything to the contrary in this Agreement, USAG FORT BLISS' maximum total liability for all payments under this Agreement shall under no circumstances exceed the total amount of appropriated funds currently obligated

to this Agreement at the time of termination. Nothing in this Agreement shall be construed to obligate the Government in advance of or in excess of available appropriations in violation of the Antideficiency Act (31 U.S.C. § 1341).

33. **TRANSFERABILITY:** This Agreement is not transferable without the written authorization of both Parties.

Appendix:

- 1 – Scope of Work (SoW)
- 2 – Fort Bliss Coverage Areas
- 3 – Milestones (Year 1 & Year 2)
- 4- Cost of Services/ Fee Schedule

*(Signatures begin on the following page)*

**Signature page for the City of El Paso**

**Intergovernmental Services Agreement between the City of El Paso and the United States-  
Fort Bliss.**

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.


**CITY OF EL PASO**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Joyce Garcia  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Anthony R. Dekeyzer  
Director of Mass Transit/ Sun Metro

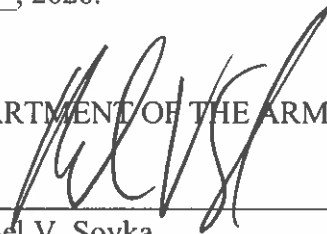
*(Signatures continue on the following page)*

**Signature page for the United States- Fort Bliss**

**Intergovernmental Services Agreement between the City of El Paso and the United States-  
Fort Bliss.**

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

DEPARTMENT OF THE ARMY



---

Michael V. Soyka  
Colonel, U.S. Army  
Garrison Commander

## Appendix 1 – Scope of Work (SoW)

### PROJECT OBJECTIVE:

To enter an IGSA with the CITY, through its Mass Transit Department (“Sun Metro”) to extend its public transit services onto Fort Bliss employing micro transit services, which is an on-demand mass-transit system with the service to be available on weekdays, weekends, and Federal holidays, in accordance with the included table. This service will fully support, through transit service, Flexible Eating and Expanded Dining (FEED) initiatives. Service will be provided by the CITY in the areas provided in Appendix 2. No USAG FORT BLISS personnel or equipment are required in support of this transportation service.

Hours of Operation: (84 Total Hours Weekly)

- 0600-1900 Monday through Thursday (13 hours)
- 0600-2100 Friday (15 hours)
- 1100-2100 Saturday (10 hours)
- 1100-1800 Sunday and Federal Holidays (7 hours)

### MOBILE APPLICATION:

Transportation services operating on the installation shall implement a free customer-facing mobile application designed to deliver real-time data and advanced functionality, ensuring seamless service delivery and enhanced user experience.

The application shall include features such as automatic vehicle locator, real-time departure and arrival times, service alerts, usage volume, and the ability to save favorite stops for public users.

The application shall provide transportation usage data to support operational insights and decision-making.

The service shall operate from an application on the user’s phone.

**PROJECT BACKGROUND AND DESCRIPTION STATEMENT:** Sun Metro will provide Microtransit services for the Fort Bliss community under the name “Torch Transit by Sun Metro.” Sun Metro shall commence the provision of micro transit services 180 days after execution of the agreement (“**Service Commencement Date**”). During the period between execution and the Service Commencement Date (“**Ramp-up**”), Sun Metro shall undertake

all preparatory activities necessary to fulfill its obligations under this Agreement, including but not limited to the procurement of required vehicles, recruitment and training of personnel, and completion of all other actions reasonably necessary to provide the Microtransit services contemplated herein.

For this on demand transit service, ridership will be open to those with current, unexpired, valid Department of Defense (Department of War), Department of Army, or other military ID cards “valid ID”. Such ID must be provided to the driver at time of boarding. Sun Metro drivers reserve the right to deny service if a valid ID is not presented to driver at the time of boarding. There will be no fare charged to qualified users of microtransit services per this agreement. This service does not include free transfers to Sun Metro fixed routes. Any use of the Sun Metro fixed route will require payment of the appropriate fare.

The Torch Transit by Sun Metro service will connect riders with the fixed route service to Ft. Bliss. This IGSA services all areas on Fort Bliss to include: West Fort Bliss, BIGGS Army Airfield, East Fort Bliss, Fort Bliss Family Homes, William Beaumont Army Medical Center (WBAMC), and the Veterans Affairs Clinic and as further outlined in Appendix 2. Areas of exclusion include all military training areas/base camps. The micro-transit on-demand system is projected for 45-minute or less wait-time within all designated zones, and access to and from quality-of-life(“QoL”)/Morale, Welfare, and Recreation (MWR) locations and regional transit services. Projected wait-times are dependent on agreed resource capacity and ridership demand, which will be reviewed at the quarterly Program Management Reviews (PMRs).

The service is maintained to provide reliable, clean, and predictable commercial services 13 hours daily on weekdays, 10 hours daily on Saturdays, and 7 hours on Sundays and Federal Holidays, 365 days annually.

**CRITICAL TASKS:** Each critical task which must be accomplished to enable project start:

Task #	Task	Equipment & Services Needed	Equipment Delivery Date	Reporting Official/Agency
1	Provide initial funding to the City of El Paso	Funding to cover first 180 days	No later than 30 days after execution of this IGSA	USAG FORT BLISS IGSA-TR, IGSA-M

2	Provide Mass Transit Program Capabilities to FBTX	Torch Transit by Sun Metro must be fully operational – picking up people ready	181 days after execution of this agreement	CITY
3	City will conduct Quality Control on services provided	IGSA-TR & IGSA-M will conduct quarterly quality assurance checks	+30 days of operational service	USAG FORT BLISS IGSA-TR, IGSA-M

**SERVICE STANDARDS:**

<b>SERVICE STANDARD # 1</b>
Service within 45-minutes to board and arrive at requested or designated points, based on level of resources covered within the established cost of service per this agreement, throughout Fort Bliss on weekdays, weekends, and Federal Holidays.

<b>HOW SERVICE STANDARD WILL BE ACHIEVED</b>
A micro-transit, an on-demand system operating across Fort Bliss which is designed for a 45-minute wait-time for access to QoL/Moral Welfare and Recreation (“MWR”) facility locations and transfer. Services on all weekdays, weekends, and holidays based on connective services provided by CITY throughout the regional transit system.

<b>SERVICE STANDARD # 2</b>
Torch Transit by Sun Metro system operates from an application on user's cellphone.

<b>HOW SERVICE STANDARD WILL BE ACHIEVED</b>
The CITY will develop and deploy a user application for download on a user's cell phone, which allows the user to request pickup service at the entered location installation wide. The application will be capable of recording all data necessary for analysis of wait times for analysis of trends and validation of service standards by the funding agency.

### SERVICE STANDARD # 3

The CITY will provide safe, reliable, clean, and predictable commercial vehicles which are easily identifiable as Torch Transit by Sun Metro vehicles for transportation of riders of the transit system.

### HOW SERVICE STANDARD WILL BE ACHIEVED

The CITY will provide modern, safe, clean, and clearly marked transportation equipment with fully functional climate control systems with easy access for baby strollers and constant communication systems between the operator, Sun Metro headquarters and emergency services. Individual riders are subject to a limit of carry-on bags and military equipment, subject to available space as defined by Sun Metro, due to limited capacity of vehicles.

### SERVICE STANDARD # 4

The Micro-transit system will enable interactive acceptance of requests from patrons and pickup at addresses provided on the application, with transportation to Fort Bliss designated transit route stops or transfer points for regional transit services at transfer points, or from Fort Bliss designated transit route stops to requested locations provided by the patron.

### HOW SERVICE STANDARD WILL BE ACHIEVED

The CITY will integrate transit service so that Fort Bliss is a part of the mass transit services provided from West Fort Bliss, BIGGS Army Airfield, East Fort Bliss, Fort Bliss Family Homes, William Beaumont Army Medical Center (WBAMC), and the Veterans Affairs Clinic for users using a series of transit stops on Fort Bliss to enable users to transfer easily between destinations throughout the service area. A ride request can be made from any location on the application, and the rider is presented with a proposed trip estimate. If the rider accepts the trip, then a vehicle is dispatched to fulfill the trip request. The service standard is set at less than 45 minutes of wait times (per Service Standard #1) and average travel time of 30 minutes for transportation to desired destination on Fort Bliss. NOTE: dependent on the ridership demand versus resource availability reviewed at the quarterly PMRs.

**SERVICE STANDARD # 5**

The Micro-Transit System will visually check/validate all riders valid IDs for base access when transport requires exit/re-entry to the installation.

**HOW SERVICE STANDARD WILL BE ACHIEVED**

The CITY will integrate a system to visually check/validate that all riders have valid IDs prior to boarding. USAG Fort Bliss will check/validate valid at base access point when entering the military installation.

**Quality Control Plan (QCP)**

The CITY's QCP is the means by which the City assures themselves that the transportation service conforms to agreement requirements. The basic principle of the plan is that the CITY is responsible for quality control. The CITY shall develop, implement, and maintain an effective quality control program to ensure all services are performed in accordance with this IGSA and statement of work (SOW). The plan shall include methods to be used for identifying and preventing defects in the quality of services performed.

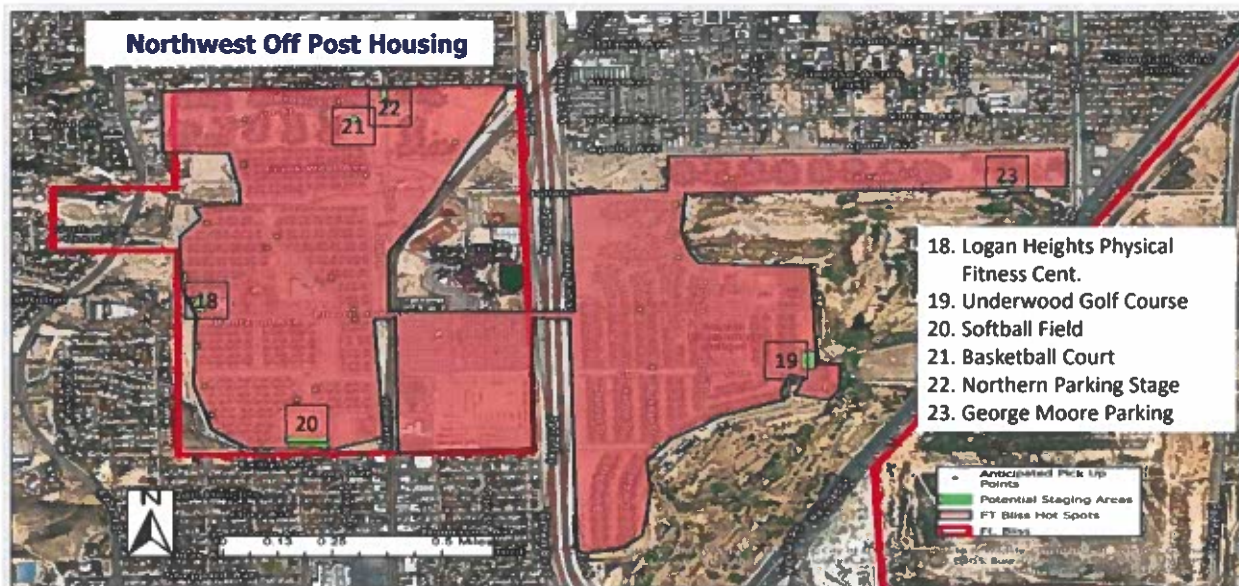
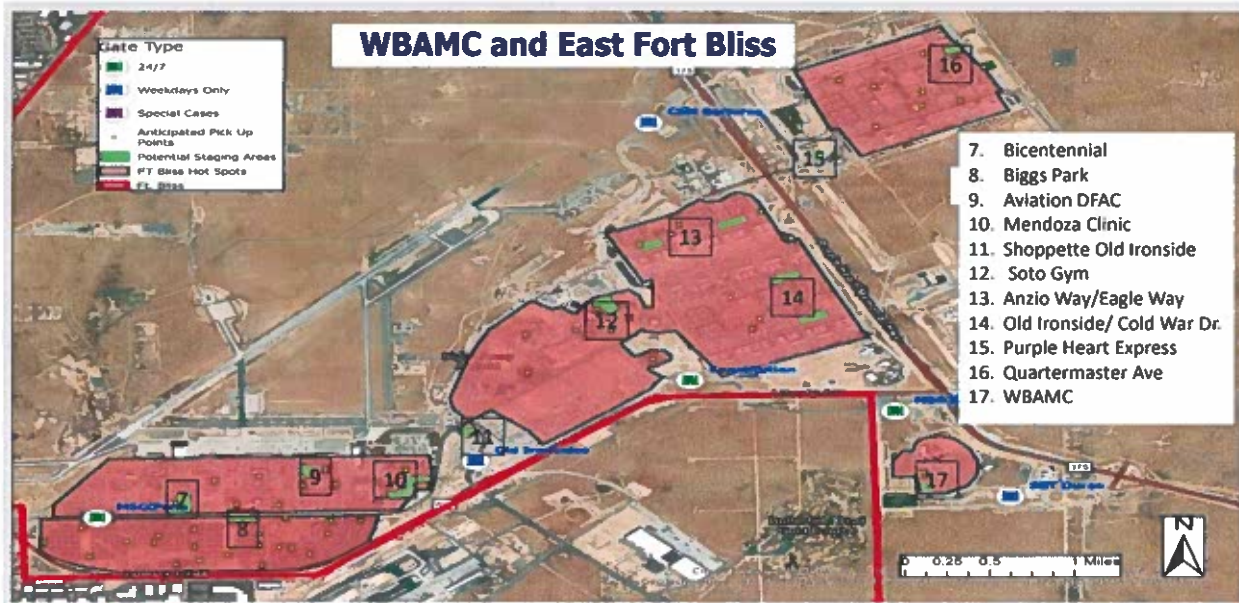
Performance will be measured by CITY, against metrics developed according to QCP to measure the five performance standards in the IGSA, SOW (referenced above).

Quality Assurance will be accomplished by the IGSA-TR, appointed by the IGSA-M. Inspections and monitoring of performance, per the service standards identified in this Agreement, will be performed by the IGSA-M and IGSA-TR using FBTX Quality Assurance Surveillance Plan (QASP).

Sun Metro and USAG FORT BLISS will hold a quarterly Program Management Review ("PMR") to review cost, schedule and performance data related to services provided under this IGSA.

The Estimated Milestones Schedule will be as provided in Appendix 3. Appendix 3 may be amended in writing if agreed to by both parties. ESTIMATED MILESTONES SCHEDULE: (See Appendix 3)

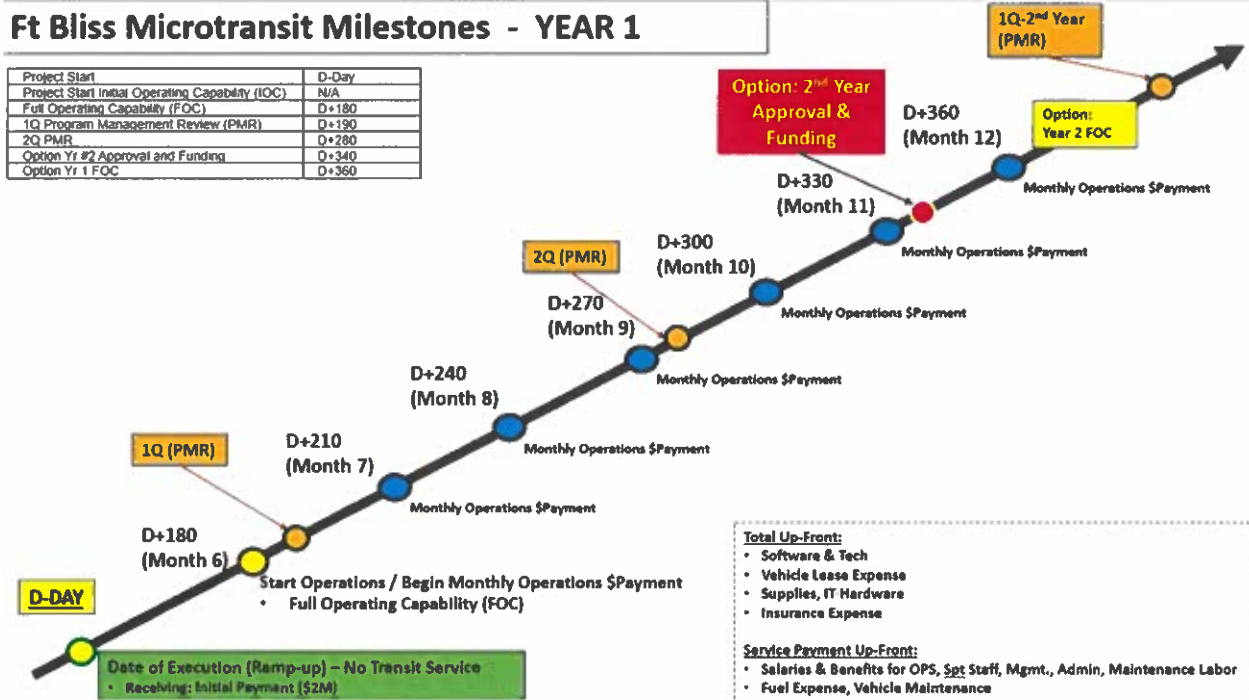




## Appendix 3 – Milestones (Year 1 & Year 2)

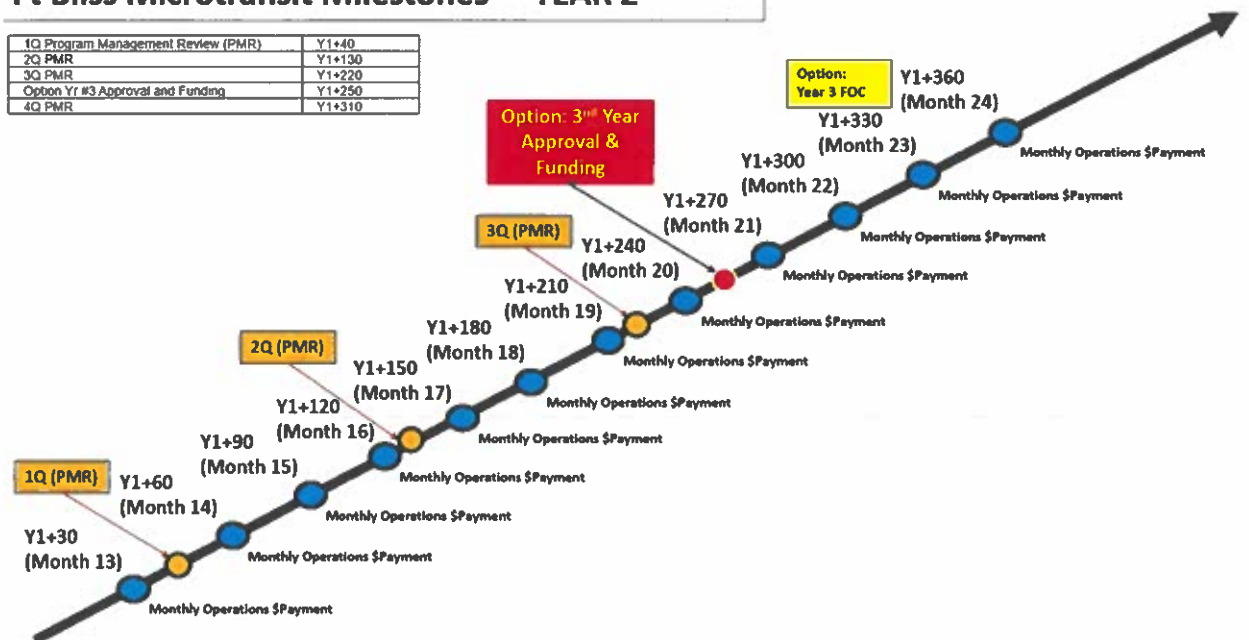
### Ft Bliss Microtransit Milestones - YEAR 1

Project Start	D-Day
Project Start Initial Operating Capability (IOC)	N/A
Full Operating Capability (FOC)	D+180
1Q Program Management Review (PMR)	D+190
2Q PMR	D+280
Option Yr #2 Approval and Funding	D+340
Option Yr 1 FOC	D+360



### Ft Bliss Microtransit Milestones - YEAR 2

1Q Program Management Review (PMR)	Y1+40
2Q PMR	Y1+130
3Q PMR	Y1+220
Option Yr #3 Approval and Funding	Y1+250
4Q PMR	Y1+310



**Appendix 4 – COST OF SERVICES/ FEE SCHEDULE**

A. Cost of Service per Term: Year 1

<b>Billing - Year 1</b>	<b>Bill Date</b>	<b>Amount</b>	<b>Net</b>	<b>Due Date</b>	<b>Period of Performance</b>
Initial Billing	Date of Execution	\$ 2,000,000.00	30	Within 30 calendar days after City submits invoice	Ramp-up (No Transit Service Provided)
Second Billing	End of Month 7	\$ 347,538.13	30	End of Month 8	Yr 1 Month 7
Third Billing	End of Month 8	\$ 347,538.13	30	End of Month 9	Yr 1 Month 8
Fourth Billing	End of Month 9	\$ 347,538.13	30	End of Month 10	Yr 1 Month 9
Fifth Billing	End of Month 10	\$ 347,538.13	30	End of Month 11	Yr 1 Month 10
Sixth Billing	End of Month 11	\$ 347,538.13	30	End of Month 12	Yr 1 Month 11
Seventh Billing	End of Month 12	\$ 347,538.13	30	End of Month 13	Yr 1 Month 12
<b>Total Yr 1</b>		<b>\$ 4,085,228.78</b>			

B. Annual Cost of Services per Term (divided into 12 equal payments): Extensions (in one-year increments)

Year 2	\$4,159,437.00
Year 3	\$4,235,395.00
Year 4	\$4,313,152.00
Year 5	\$4,392,757.00
Year 6	\$4,474,259.00
Year 7	\$4,557,712.00
Year 8	\$4,643,168.00
Year 9	\$4,730,683.00
Year 10	\$4,820,314.00

C. Annual Cost of Services does not include potential significant cost increases that may be incurred by CITY, which may require an adjustment to the annual fee. Any necessary adjustment shall be supported with documentation to justify adjustment of the fee and shall be subject to mutual agreement by both parties.