



AGENDA FOR THE MASS TRANSIT DEPARTMENT BOARD MEETING

**August 13, 2024
COUNCIL CHAMBERS, CITY HALL, 300 N. CAMPBELL AND VIRTUALLY
10:00 AM**

**Teleconference phone number: 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 594-119-794#**

AND

**AGENDA REVIEW MEETING
COUNCIL CHAMBERS, CITY HALL
300 N. CAMPBELL AND VIRTUALLY
August 12, 2024
9:00 AM**

**Teleconference phone number: 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 184-263-930#**

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>

The following Board Member(s) will be present via video conference:

Chris Canales

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: 594-119-794#

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. 30 Minutes total is allotted for speakers. Three to five minutes may be allowed for each speaker.

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 - APPROVAL OF MINUTES:

Goal 6: Set the Standard for Sound Governance and Fiscal Management

1. Approval of minutes of the Regular Mass Transit Department Board Meeting of July 2, 2024. [24-1062](#)

All Districts

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

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

2. Request to excuse absent Mass Transit Board Members. [24-1089](#)

All Districts

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

CONSENT AGENDA - BOARD APPOINTMENTS:

Goal 8: Nurture and Promote a Healthy, Sustainable Community

3. Silvia Alejandra Torezani to the Sun Metro Citizens Advisory Committee by Mayor Oscar Leeser. [24-977](#)

Members of the City Council, Mayor Oscar Leeser, (915) 212-0021

REGULAR AGENDA – PUBLIC HEARING RELATED TO THE FY 2025 MASS TRANSIT BUDGET:

Goal 6: Set the Standard for Sound Governance and Fiscal Management

4. Public Hearing on the Proposed Budget for the Mass Transit Department of the City of El Paso (Sun Metro), filed by the City Manager with the City Clerk on July 15, 2024, which begins on September 1, 2024 and ends on August 31, 2025. [24-1095](#)

All Districts

Office of Management and Budget, K. Nicole Cote, (915) 212-1092
Sun Metro Mass Transit, Anthony DeKeyzer, (915) 212-3306

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

Goal 7: Enhance and Sustain El Paso’s Infrastructure Network

5. The linkage to the Strategic Plan is subsection: 7.3 Enhance a regional comprehensive transportation system. [24-1058](#)

Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2024-0516 Amerex Parts, Equipment & Service to ATCO Fire Services, Inc DBA Jay L. Harman Fire Equipment Co., the sole and authorized distributor for a term of three (3) years for an estimated amount of \$261,000.00. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will allow Sun Metro to purchase AMEREX proprietary fire suppression parts and services for Sun Metro’s Fixed Route Fleets.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An

increase of \$186,000.00 for the initial term, which represents a 248.00% increase due to the initial contract being funded for only one year. This contract is funded for three years.

Department: Mass Transit (Sun Metro)
Award to: ATCO Fire Services, Inc DBA Jay L. Harman
Fire Equipment Co.
City & State: El Paso, Texas
Item(s): All
Initial Term: 3 Years
Option Term: N/A
Total Contract Time: 3 Years
Annual Estimated Award: \$87,000.00
Initial Term Estimated Award: \$261,000.00
Option Term Estimated Award: N/A
Total Estimated Award: \$261,000.00
Account(s): 531180-560-3200-60050- P6017
Funding Source(s): Sun Metro Operating Fund
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 for equipment;

The Purchasing & Strategic Sourcing and Mass Transit (Sun Metro) Departments recommend award as indicated to ATCO Fire Services, Inc. DBA Jay L. Harman Fire Equipment Co., under the exemption listed above.

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

All Districts

Sun Metro Mass Transit, Anthony DeKeyzer, (915) 212-3306
Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092

- 6. The linkage to the Strategic Plan is subsection: 7.3 Enhance a regional comprehensive transportation system. [24-1061](#)

Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2024-0541 Trapeze License & Maintenance to Trapeze Software Group, Inc., the sole and authorized distributor for a term of three (3) years for an estimated amount of \$443,074.00. Supplier will be required to provide an updated sole source letter and affidavit each year. The Software helps Sun Metro to provide and keep up with changing demands and accurate customer information, gaining passengers' trust with efficient and reliable schedules. In addition to that the Trapeze software and hardware, are compatible with the all related vehicle equipment utilized in Sun Metro vehicles.

Contract Variance:

The difference based in comparison to the previous contract is as follows: A decrease of \$499,193.00 for the initial term, which represents a 52.98% decrease due to the previous contract being funded for five years. This contract is funded for three years.

Department:	Mass Transit (Sun Metro)
Award to:	Trapeze Software Group, Inc.
City & State:	Cedar Rapids, IA
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Year 1:	\$140,547.00
Year 2:	\$147,574.00
Year 3:	\$154,953.00
Initial Term Estimated Award:	\$443,074.00
Option Term Estimated Award:	N/A
Total Estimated Award:	\$443,074.00
Account(s):	560-3200-60050-522020-P6017
Funding Source(s):	Sun Metro Operating Fund
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 for equipment;

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

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

All Districts

Sun Metro Mass Transit, Anthony DeKeyzer, (915) 212-3306
Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092

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 #: 24-1062, **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 DeKeyzer, (915) 212-3306

AGENDA LANGUAGE:

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

Approval of minutes of the Regular Mass Transit Department Board Meeting of July 2, 2024.



**MASS TRANSIT DEPARTMENT BOARD MINUTES
CITY COUNCIL CHAMBERS
July 2, 2024**

A meeting of the Mass Transit Department Board was called to order at 10:46 a.m. Board Chair Oscar Leeser was present and presiding and the following Board Members answered roll call: Brian Kennedy, Josh Acevedo, Cassandra Hernandez, Joe Molinar, and Isabel Salcido. Late arrival: Chris Canales at 9:13 a.m. and Art Fierro at 9:28 a.m. Board Member Henry Rivera requested to be excused.

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.

Mr. Steven Strumer, member of the public, commented.

NOTICE TO THE PUBLIC:

Motion made by Board Member Salcido, seconded by Board Member Molinar, and unanimously carried to **APPROVE** all matters listed under the Consent Agenda unless otherwise noted (Items approved, postponed, or deleted pursuant to the vote on the Consent Agenda will be shown with an asterisk.)

AYES: Board Chair Leeser and Board Members Kennedy, Acevedo, Hernandez, Molinar, Salcido, Fierro, and Canales
NAYS: None
ABSENT: Board Member Rivera

CONSENT AGENDA – APPROVAL OF MINUTES:

Goal 6: Set the Standard for Sound Governance and Fiscal Management

1. *Motion made, seconded, and unanimously carried to **APPROVE** the minutes of the Regular Mass Transit Department Board meeting of June 4, 2024.
-

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

2. *Motion made, seconded, and unanimously carried to **EXCUSE** Board Member Henry Rivera from the Mass Transit Department Board meeting of July 2, 2024.

CONSENT AGENDA – BOARD APPOINTMENTS:

Goal 8: Nurture and Promote a Healthy, Sustainable Community

3. *Motion made, seconded, and unanimously carried to **APPOINT** Jesus Ramos to the Sun Metro Citizens Advisory Committee by Representative Brian Kennedy, District 1.

CONSENT AGENDA – REQUEST TO ISSUE PURCHASE ORDERS:

Goal 7: Enhance and Sustain El Paso’s Infrastructure Network

4. *Motion made, seconded, and unanimously carried to **AUTHORIZE** the Managing Director of Purchasing & Strategic Sourcing to issue Purchase Order(s) for Solicitation 2024-0468 Hydraulic Hoses & Fittings to Bridgestone HosePower, LLC dba Complete Safety for a term of three (3) years for an estimated amount of \$330,000.00. This contract will allow Sun Metro to purchase and replace hoses and fittings required to maintain the bus fleet on a timely manner and to provide a dependable fleet of buses to the City of El Paso and to the citizens.

Contract Variance:

There is no contract variance based in comparison to the previous contract.

Department:	Mass Transit (Sun Metro)
Award to:	Bridgestone HosePower, LLC DBA Complete Safety
City & State:	Orange Park, FL 32073
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	\$110,000.00
Initial Term Estimated Award:	\$330,000.00
Option Term Estimated Award:	N/A
Total Estimated Award:	\$330,000.00
Account(s):	560-3200-P6016-60050-531180
Funding Source(s):	Sun Metro General Operations
District(s):	All

Non-competitive service contract under the Amended and Restated Procurement and Sourcing Policy Section 9.1.8.1 (2): If a contract cannot be awarded after two competitive procurements. The requirement can be fulfilled by a non-competitive award.

The Purchasing & Strategic Sourcing and Mass Transit (Sun Metro) Departments recommend award as indicated to Bridgestone HosePower, LLC dba Complete Safety under the exemption listed above.

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

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

Goal 7: Enhance and Sustain El Paso’s Infrastructure Network

5. Motion made by Board Member Hernandez, seconded by Board Member Canales, and unanimously carried to **AUTHORIZE** the Managing Director of Purchasing & Strategic Sourcing to issue Purchase Order(s) for Solicitation 2024-0067 Voestalpine Parts and Services to Voestalpine Railway Systems Nortrak, LLC the sol and authorized distributor for a term of three (3) years for an estimated amount of \$160,000.00. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will allow Sun Metro to purchase Streetcar Signal and Switch System parts and services. OEM certified repair parts and services is required to ensure compliance with Original Manufacturer and Industry Operational Standards.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$61,000.00 which represents a 61.62% increase due to adding an additional year to the contract.

Department:	Mass Transit (Sun Metro)
Award to:	Voestalpine Railway Systems Nortrak. LLC
City & State:	Cheyenne, WY
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	\$53,333.33
Initial Term Estimated Award:	\$160,000.00
Option Term Estimated Award:	N/A
Total Estimated Award:	\$160,000.00
Account(s):	560-3200-30080-522205-P6018
Funding Source(s):	Sun Metro Operation Fund
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 for equipment.

The Purchasing & Strategic Sourcing and Mass Transit (Sun Metro) Departments recommend award as indicated to Voestalpine Railway Systems Nortrak, LLC under the exemption listed above.

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

AYES: Board Chair Leeser and Board Members Kennedy, Acevedo, Hernandez, Molinar, Salcido, Fierro, and Canales
NAYS: None
ABSENT: Board Member Rivera

ADJOURN

Motion made by Board Member Canales, seconded by Board Member Kennedy, and unanimously carried to **ADJOURN** the meeting at 10:52 a.m.

AYES: Board Chair Leeser and Board Members Kennedy, Acevedo, Hernandez, Molinar, Salcido, Fierro, and Canales
NAYS: None
ABSENT: Board Member Rivera

Approved as to content:

Anthony DeKeyzer, Director of Mass Transit



Legislation Text

File #: 24-1089, **Version:** 1

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

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All Districts

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

AGENDA LANGUAGE:

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Request to excuse absent Mass Transit Board Members.



Legislation Text

File #: 24-977, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

Members of the City Council, Mayor Oscar Leeser, (915) 212-0021

AGENDA LANGUAGE:

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Silvia Alejandra Torezani to the Sun Metro Citizens Advisory Committee by Mayor Oscar Leeser.



Board Appointment Form

City Clerk's Office

Appointing Office	Mayor Oscar Leeser
Agenda Placement	Consent
Date of Council Meeting	08/13/24
Name of Board	Sun Metro Citizens Advisory Committee
Agenda Posting Language	
Appointment of Silvia Alejandra Torezani to the Sun Metro Citizens Advisory Committee by Mayor Oscar Leeser.	
Appointment Type	Regular
Member Qualifications	
See attached resume.	
Nominee Name	Silvia Alejandra Torezan
Nominee Email Address	[REDACTED]
Nominee Residential Address	[REDACTED]
Nominee Primary Phone Number	[REDACTED]
Residing District	District 1
City Employed Relatives	N/A
Board Membership	
Fair Housing Task Force	
Real estate owned in El Paso County	
[REDACTED]	
Previous Appointee	Rosalie O. Yañez
Reason for Vacancy	Resigned
Date of Appointment	08/13/24
Term Begins On	08/13/24
Term Expires On	08/12/28
Term	First Term

CURRICULUM VITAE
Silvia Alejandra Torezani



I. Professional Positions

2019-present Assistant Professor of Instruction, Department of Sociology and Anthropology / Center for Inter-American and Border Studies, University of Texas at El Paso, Texas

August 2014-2019 Visiting Assistant Professor, Department of Sociology and Anthropology / Center for Inter-American and Border Studies, University of Texas at El Paso, Texas

January 2014-May 2014 Lecturer, Center for Inter-American and Border Studies (CIBS), University of Texas at El Paso, Texas

January 2013-June 2013 College Assistant Professor, Anthropology, New Mexico State University, New Mexico.

January 2012-May 2014 Lecturer, Sociology & Anthropology, University of Texas at El Paso, Texas

July 2009-December 2011 Research Training Coordinator, Graduate Research School, Edith Cowan University, Western Australia, Australia.

II. Education

- **Doctor of Philosophy** (Anthropology – subfield of Migration/Ethnic Studies), School of Social and Cultural Studies, University of Western Australia, 2011
- **Licenciatura** (Anthropology), equivalent to **Australian BA Honor's Degree**, Faculty of Humanities and Social Sciences, School of Anthropology, National University of Salta, Salta, Argentina (2000)

III. Teaching

Undergraduate Courses

Current courses

La Frontera | NEW course Fall 2023 | (LABS 3301, Section 2, cross-listed with SPAN 3390); 100% online transborder course, taught in Spanish, binational 4-university collaboration (UTEP and UTSA on the U.S. side of the border, and CETYS and Universidad de Monterrey on the Mexican side of the border). COIL (Collaborative Online International Learning) methodology-based.

The Border (LABS 3301). Research and CEL designated course since fall 2021

The U.S.-Mexico Border Society & Culture (SOCI/ANTH 4308; 100% online; compressed mode 7-week course)

Global Health (SOC/ANTH 4346; 100% online; compressed mode 7-week course). Listed for the College of Liberal Arts Honors Program. Since fall 2021, with CEL designation.

Past Courses

Border Healthcare Access (LABS 4301, in person and online).

The Americas (LABS 3300, in person).

Religion on the Border (LABS 4301, in person).

Introduction to Cultural Anthropology (ANTH 1302, online)

Medical Anthropology (New Mexico State University, 2013, in person).

Graduate Courses

Current course (only in Spring semesters)

Contemporary Latin America / Contemporary Issues (LABS 5302 / MAIS 5360)

Past courses

Issues in Border Studies / The History of an Idea (LABS 5301 / MAIS 5350). I overhauled this course while teaching it.

Independent Study in LABS (LABS 5308, Summer 2021). See also under Student Mentoring.

Individual Studies (SOC 5390 - Topic: Financial Wellbeing Among the Mexican Migrant Elderly). See also under Graduate Mentoring.

Research in Latin America / Border Studies (LABS 5390)

LABS Special Topics (LABS 5389 - Topic: Latin Americans in the Global North, in person).

Student Mentoring

Graduate Mentoring

Fall 2023-Spring 2024

Thesis Advisor / Committee Chair for LABS Master's student Daniel Avitia.

Current

Study skills support for students with conditional admission into the Master in Latin American and Border Studies Program. Since Fall 2022, I also assist new MA LABS students with their IDP forms.

Past

LABS 5308 (Independent Study in LABS – co-authored book review publication: <http://dx.doi.org/10.4067/s0718-23762022000100339> (Summer 2021)

SOCI 5390 (Individual Studies – Financial Wellbeing Among the Mexican Migrant Elderly) (2016)

Committee Member for Vanessa Johnson’s LABS MA Thesis, “Memory, State Violence and Revolution: Mexico’s Dirty War in Juarez” (December 2015)

Recent Hoodings of LABS MA Graduates

- Avitia-Pacheco, Daniel. May 7th, Spring 2022
- De Anda, Victoria. December 7th, Fall 2022
- Etheridge, Bo. December 8th, Fall 2021
- Morales, Sandra. December 12th, Fall 2020 (via Zoom)
- Hearn, Brittany. May 16th, Spring 2019

Undergraduate Mentoring

Current

RSRC 4033 (over multiple semesters since 2015, including Summer and Fall 2023). See also under Student Mentoring Research Projects.

Independent Studies (ANTH 3379, Spring 2023. 3 students developed paper drafts from a previous research course with me [LABS 3301- Fall 2022], and we are now preparing the results for publication in undergraduate journals)

Past

Independent Studies (ANTH 4479) Spring 2019. See more details under “Past Mentoring Project Outputs.”

Independent Studies (ANTH 3379) Spring 2016. See more details under “Past Mentoring Project Outputs.”

SURPASS (COURI-funded) Summer 2015, See more details under “Past Mentoring Project Outputs.”

Student Mentoring Research Projects

In progress (3 papers on homeownership and belonging in the Border)

Tentative Paper Titles:

- “Homeownership and Border Crossings: The journey of two immigrant families,” with Lizbeth Gallegos-Balderas.
- “Trans/fronterizes and Homeownership: Navigating borders and building community,” with Carmelo Bralich.
- “A Pilgrim’s’ Certainty: Exploring the role of faith in the process of homeownership among Mexicans in the El Paso-Ciudad Juarez border region” with Daniela Ramos.

Past Mentoring Project Outputs

COURI Symposium Poster Presentation - Victoria Meyers. Title: “Alma’s Home: A Story of Immigrants’ Drive” (Comic format). Summer 2022.

COURI Symposium Poster Presentation - Alan Lizarraga Lujan (BA in Studies and Biology and Chicano Studies, current MA in Sociology student at UTEP). Title: “Bars of Hope and Separation: Security and Legacy in Borderland Homeownership.” Spring 2022.

COURI Symposium Poster Presentation - Paola Marquez. Title: “Building the Future: Immigrant Strategies to Homeownership.” Spring 2022

- Poster Presentation - Daniel Avitia (current MA in LABS student). Title: “On the Phenomenology of Fear: A Case of Five Mexican Migrant Elderly in El Paso, Texas,” at the Moral and Political Philosophy at the Border Conference, Spring 2019 (University of Texas at El Paso). This project began to take shape as part of a RSRC 4033 course in the Fall of 2018, and concluded in an Independent Study course - ANTH 4479 with the poster presentation in April 2019.
- 2 Community Information Sessions - Frank Samuel Mata (graduate from the Master in Interdisciplinary Studies, UTEP). Topic: “Developing Financial Wellbeing Information Sessions for low-income Spanish-speaking Senior Mexican Migrants residing in a Housing Authority of El Paso (HACEP) community”. This was the result of the work for an Individual Studies course (SOCI 5390 in Spring 2016). (The sessions run on June 29 and July 5, for a total of 3 hours)
- Paper - Journal Article - Zachary Lattimore (Bachelor in Multidisciplinary Studies, UTEP). Three Moments of Hip Hop: A critical examination on the limits of ideology. (University of Texas at El Paso) May 2016-February 2017. The paper was submitted to the Journal of Hip Hop Studies and accepted with revisions. The student had graduated, moved away and decided not to work on the revisions, without notifying me two years after. [The paper began as part of the LABS 3300 course, continue as an Independent Study (ANTH 3379, Spring 2016) and work continued until the paper’s submission in February 2017.
- COURI Symposium Poster Presentation and Research Report - Sarah Hernandez (BA in Anthropology, UTEP). Sarah was recipient of funding for full-time research on a selection of data from my project about Mexican Migrant Elderly in El Paso and Guadalajara. The title of the project with Sarah was, “Living Strategies among Mexican Migrant Elderly in El Paso, Texas.” Summer 2015.

In Australia

- My position as a Graduate Research Coordinator involved mentoring and supporting Graduate students across the various disciplines in honing their research skills. This involved group as well as one-on-one training sessions on topics such as writing a literature review, preparing a research proposal and methodologies, and conducting qualitative data analysis. Qualitative sessions were mostly run by me. But part of my role was also to outsource training, especially in quantitative methods or specialized skills, such as arts-based research, for example. I was a 2010 recipient of the Vice-Chancellor’s Excellency Award for the Improvement of Student Services.)See also under Awards/ Research Funding).

Awards/ Research Funding

- June-July 2021 – COURI funding for converting LABS 3301 into a research course. Covered part of summer salary for T.A. and myself, course book for students enrolled in Fall 2022, and 10 voice recorders for interviews.
- June 2017 – Considering Implications of Healthcare Policy Changes for Mexican Migrant Seniors in El Paso-Texas. August 2017 Summer Research with Graduate Student from the UTEP MAIS Program, Supported by UTEP Graduate School through CIBS. [Journal article draft in preparation for publication]. Covered summer stipend for graduate student.
- September 2014- January 2016, A sociocultural epidemiological profile of the Mexican migrant elderly in Jalisco and Texas, PIMSA Funded Studied. Collaboration with The University of Guadalajara. S. Torezani (UTEP), P.I.; J. Heyman, Co-P.I (UTEP); Co-P.I. J.L. Lopez Lopez (UG). (US\$40,000, US\$22,000 for U.S. and US\$18,000 for Mexico) ORSP ID #: 20140202
- 2010 — Vice-Chancellor’s Excellency Award for the Improvement of Student Services (Edith Cowan University, Western Australia). AU\$5,000 at time of award.
- 2002-2005 — Australian Postgraduate Award (APA) (Commonwealth Government of Australia award for PhD program at the University of Western Australia). Covered graduate studies expenses and tax-free stipend.
- 2003 — Dean’s Postgraduate Award for Excellency in Research, Faculty of Arts Humanities and Social Sciences (University of Western Australia). Covered part of fieldwork costs and international conference travel.
- 2002 — University of Western Australia International Travel Award.
- 2001 — Joyce Riley Bursary for research (Australian Federation of University Women of Western Australia - AFUW WA). Covered part of research costs and inter-state conference travel.

Publications

Peer-Reviewed

Guest Editor, Focus Issue on “Learning Communities across Cultures” for the journal *Intercultural Education*. This focused issue section consists of a brief introduction, three research papers, and one practice paper. I authored the introduction and one research paper. More specifically, my paper deals with the experiences of HDR international students and cross-cultural communication strategies.

- Torezani, S (2012). Learning communities across cultures. *Intercultural Education*, 23(1), 39-40.
- Jones, N., Torezani, S., & Luca, J (2012). A Peer-to-Peer Support Model for Developing Graduate Students. *Intercultural Education*, 23(1), 12.
- Fozdar, F., & Torezani, S. (2008). Discrimination and Well-Being: Perceptions of refugees in Western Australia. *International Migration Review*, 42(1), 30-63.

- Torezani, S., Fozdar, F., & Colic-Peisker, V. (2008). Looking for a 'missing link': Formal employment services and social networks in refugees' job search. *Journal of Intercultural Studies*, 29(2), 135-152.
- Torezani, S. (2005). The "Latin" among Chileans. Naming and embodiments of culture among Chileans in Perth, Western Australia. *JILAS -Journal of Iberian and Latin American Studies*, 11(1), 95-101.
- Torezani, S. (2003). *Diablada* and the *Nortino* migrants in Perth. *Australian Folklore*, 18, 139-145.

Community Distribution Publication

- López López, J. L., Torres López, T. M., Mercado Ramírez, M. A., Tapia Curiel, A., Sarabia Avalos, M. A., & Torezani, S. A. (2017). Soy migrante / I am a migrant. In *Heriberto Daniel Camacho Fernández*. Heriberto Daniel Camacho Fernández. <https://www.amazon.es/Soy-migrante-Jos%C3%A9-Luis-L%C3%B3pez/dp/8417075208>

Book review

- Etheridge, Henry B. B., & Torezani, Silvia A. (2022). Another Aesthetics is Possible: Arts of Rebellion in the Fourth World War. *Universum (Talca)*, 37(1), 339-344. <https://dx.doi.org/10.4067/s0718-23762022000100339>

Peer-Reviewed Conference Proceedings

- Torezani, S., Tilbury, F., & Colic-Peisker, V. (2006, December 4 - 7). *Seeking Jobs, Finding Networks: Refugees' perceptions of employment services*. Paper presented at the Sociology for a Mobile World, Perth, Western Australia.
- Torezani, S. (2005, November 2002). *Nortinos' National Narratives among Chileans in Perth, Western Australia*. Paper presented at The Many Threads of Latin America: Diversity and Change, Los Angeles, California, USA.
- Torezani, S. (1997, December 1997). *La Institución de la Pobreza y los Tiempos del Colera*. Paper presented at the Poverty and the Poor in Argentinean Society, Buenos Aires, Argentina.

Conferences, Seminars, Workshops & Lectures

Conference Sessions

- Silvia Torezani (2014). "Uncertain Destinations: Experiencing Diagnosis of Chronic and Autoimmune Diseases." Session sponsored by SMA. *Destinations*. Albuquerque, March 18-22: 74th Annual Meeting of the Society for Applied Anthropology. Organizer and Chair: Silvia Torezani; Discussant: Anne Miles, Western Michigan University, Kalamazoo.
- Silvia Torezani and Mary Alice Scott (2013). Anthropologies and Health Projections: Towards a Biopolitics of the Future. *Future Publics, Current Engagements*. Chicago, November 20-24: 112th Annual Meeting of the American Anthropological Association. Roles: panel organizer and presenter.

Scott, Mary Alice and Silvia Torezani (2013). Developing Resources for Student Success Into and Through College. *Natural Resource Distribution and Development in the 21st Century*. Denver, March 19-23: 73rd Annual Meeting of the Society for Applied Anthropology Annual Meeting. Roles: panel organizer and presenter.

Torezani, S. (July 2011). 'Ethnography Across the Disciplines and Markets.' Panel accepted for 'Knowledge and Value in a Globalising World: Disentangling Dichotomies, Querying Unities.' Conference organized by the International Union of Anthropological and Ethnological Sciences (IUAES), the Australian Anthropological Society (AAS), and the Association of Social Anthropologists of Aotearoa / New Zealand (ASAANZ), Perth, Western Australia. Roles: Panel organizer and discussant.

Conference Papers / Research Reports

Torezani, S. (2021). "Managing Hope, Aging and Spiritual Care: A Perspective from the Border." *Disruption to Transformation: Aging in the "New Normal."* Online, November 10-13. The Gerontological Society of America Annual Scientific Meeting. Session: "The Diverse Spirit: Spiritual Care Perspectives and the Implications for Older Adults in Various Settings," organized by the Religion, Spirituality and Aging interest group. [Due to COVID, the conferenced was moved online and late abstracts were accepted, but they could not be published in the *Innovations in Aging Journal*, as is the usual case. I joint the panel on this late call].

Torezani, S. (2018). "Human-Animal Interactions among Low-Income Elderly Mexican Migrants." *The Purposes of Longer Lives*. Boston, November 14-18. The Gerontological Society of America Annual Meeting. Session: "Human-Animal Interaction: Impacts and Issues of Pet Ownership for Community Dwelling Adults," organized by the Human-Animal Interaction interest group. Abstract published in *Innovation in Aging*, Volume 2, Issue Suppl_1, November 11, 2018, pp. 380-381. <https://doi.org/10.1093/geroni/igy023.1415>

Torezani, S. (2016). "A Sociocultural Epistemological Profile of the Mexican Migrant Elderly in Jalisco and Texas." Research Final Report 2014-2015. Josiah Heyman (U.S. Co-P.I.) and José Luis López López (Mexico Co-P.I.). Berkeley, California, June 14-17.

Torezani, S. (2015). "Suspended Happiness: Elderly Women in the Wake of Border Violence." *The Naked Truth: Weaving the Stories of Women's Lives*. El Paso, April 1-2: 5th Annual Women's History Conference. The University of Texas at El Paso. Session 102 A, "Violence and Women With(in) Borders: Juarez and El Paso.

Torezani, S. (2014). "Contesting Expertise through Experiential Diagnosis: Lupus, Family Knowledge, and Biomedical Uncertainties." *Destinations*. Albuquerque, March 18-22. Society for Applied Anthropology Meeting. Session sponsored by SMA: "Uncertain Destinations: Experiencing Diagnosis of Chronic and Autoimmune Diseases." Organizer and Chair: Silvia Torezani; Discussant: Anne Miles.

Ortega N. and S. Torezani. (2014). "Lupus Diagnosis Limbo: A Cross-Cultural Look at the Experiences of Women with an Auto-Immune Disease." *Destinations*. Albuquerque, March 18-22. Society for Applied Anthropology Meeting. Session sponsored by SMA: "Uncertain Destinations: Experiencing Diagnosis of Chronic and Autoimmune Diseases." Organizer and Chair: Silvia Torezani; Discussant: Anne Miles.

- Torezani, S. (2013). "Cholera and the Future Tense: Projecting Death, Enduring Life." *Future Publics, Current Engagements*. Chicago, November 20-24: The 112th AAA Annual Meeting. Session: "Anthropologies and Health Projections: Towards a Biopolitics of the Future..." Organizers and Chairs, Silvia Torezani and Mary Alice Scott.
- Torezani, S. (2013). Hosting without housing: Intercultural communication and international students in Western Australia. *Natural Resource Distribution and Development in the 21st Century*. Denver, March 19-23: Society for Applied Anthropology.
- Torezani, S. (2010) '*Ethnography across disciplinary borders: An exploration into new relationships between technique, resources, emotions and the production of knowledge*'. Paper presented at the Conference of Ethnography Across the Disciplines, Hamilton, New Zealand.
- Torezani, S. (2010) '*Research as cultural practice among international students in Perth*'. Paper presented at the Quality for Postgraduate Research Conference, Adelaide, South Australia.
- N. Jones, S. Torezani, M. Hawkins, K. Tan, and H. Williams. (2010) '*SOAR-ing through candidature – a peer-to-peer support service*'. Paper presented at the Quality for Postgraduate Research Conference, Adelaide, South Australia.
- H. Williams, K. Tan, M. Hawkins, S. Torezani, N. Jones, E. Chessel-Keevers, and Luca, J. (2010) '*Creating and inclusive research culture on campus.*' Poster presented at the Quality for Postgraduate Research Conference, Adelaide, South Australia.
- Torezani, S. (2004). '*Comunidad*' and '*Diablada*': *Reconsidering the dilemmas of community formation among Chileans in the Perth multicultural context*. Paper presented at the TRACS Postgraduate Day (under the mentorship of Michael Herzfeld, Harvard University)
- Torezani, S. (2003). *Latin Americans in Perth: A journey from 'migrant' to 'ethnic'*. Paper presented at the Hawaii International Conference on Social Sciences.
- Torezani, S. (2003). *Being Chilean Long-Distance*. Paper presented at the Hawaii International Conference on Social Sciences.
- Torezani, S. (2003). *Distance and National Ties among the Nortinos in Perth*. Paper presented at the Postgraduate Seminar Day, The Europeans Symposia

Other Professional Service & Contributions

UTEP/Scholarly

- Support for LABS MA students, such as completion of IDP forms for new graduate students in the program, as well as, at times, being their first stop when they have questions about the programs or a class but do not want to approach Dr. Heyman (program's director) yet. At times, the service is by simply lending an ear when they are feeling overwhelmed with the work required and need to decompress. (Current)
- Judge for COURI Symposium, Spring 2023. El Paso Natural Gas Conference Center, UTEP, (Saturday, April 22nd).

- Facilitator, writing sessions for/with LABS MA students between considering or working on a thesis. Friday, August 6th and 20th, and September 3rd, 2021. Seminar Room, Center for Inter-American and Border Studies, UTEP. Former Student Daniel Miranda presented a draft of his thesis Introduction. Total number of attendees for all three sessions: 15.

Reviewer for Scholarly Journals

- Journal of Intercultural Studies (Australia) 2012-present. The last paper I reviewed was in July 2022.
Manuscript number: CJIS-2022-0073. Title: “Social Inclusion and Wellbeing across the Pacific Divide: Latin American Experiences of Integration and Interculturalism in Canada and Australia.” Recommendation: Accept subject to minor changes. (2022)
- Journal of International Migration and Integration.
Manuscript number: JIMI-D-19-00174. Title: “How Humanitarian Migrants Experience the Australian Workplace: A comparative mixed methods study.” Recommendation: Accept subject to minor changes. (2019)

Other Scholarly

Attended Faculty Senate Meeting on behalf of Dr Heyman. November 12, 2019, Blumberg Auditorium, 3 pm

Torezani, S (2011), Examiners’ Reports Review for Doctor of Philosophy Thesis Dissertation title: “*Silence, voice and getting at the heart of what matters most: An Ethnographic Account of Nursing Academia.*” Consultancy services for the Faculty of Computing, Health and Sciences, Edith Cowan University, to mediate between disparate examiners’ reports.

Torezani, S. (2010). Ethnography across disciplinary borders. A strategic response to increasing demand and decreasing resources. *Anthropology News*, 51(6), 5-8. doi: 10.1111/j.1556-3502.2010.51605

Community Engaged Scholarship

Through collaboration with the Center for Community Engagement, students in the above-mentioned classes have been able to work with relevant organizations of their choice. In 2022 and 2023, while teaching LABS 3301 (The Border) as a research course, I collaborated with GECU, who visited with the class and provided information and materials on credit building and homeownership, which was directly relevant to our research topic. The CEL component of this course required students to write articles on their learning from doing online research on the topic, which then became a newsletter. We shared the newsletter with community collaborators such as GECU, family, friends, and colleagues and made it available via the Center for Inter-American and Border Studies website: <https://www.utep.edu/liberalarts/cibs/outreach/documents-for-community.html>. We produced three issues of the newsletter.

The CEL component of LABS 3301 in Spring 2023, which did not include research, consisted in creating a story map where students contest negative stereotypes about our border regions, especially in political and media rhetoric. <https://storymaps.arcgis.com/stories/7a1d5bc7d7ec41c28e1e67ef335b3074>

Community

2017. 3 Financial Well-being information sessions for low-income Mexican migrant elders. (See above section, “Past Mentoring Research Outputs”) (This is the result of work completed as an Individual Studies (SOCI 5390). Senior Living Communities, HACEP (now HOME). (June 29, July 5 and 12, 2017) (4.5 hours total).

Outsise Service

September 2023 – April 2024 Fair Housing Tast Force, District 8 Member (alternate)
May 2024 – April 2027 Fair Housing Task Force, District 8 member (alternate)

Professional Skills & Development

Languages

Spanish (native); English (proficient); Portuguese (intermediate); German (intermediate)

Software

- MAXQDA (qualitative research analysis software- organizing and coding qualitative data, running queries and visualization)
- NVIVO 12 (qualitative research analysis software – organizing and coding data, running queries)

Professional Development

- Pople, L., Gurung, R., Scott, I. K., Vespia, K., & Yokom, A. (2023). Pushing the Boundaries of Critical Thinking: What’s next in the era of Generative AI. In *Webinar (10 am - 1:15 pm)*. APA Publishing, Learning Design.
- Community Engaged Scholarship Friday Write-In Sessions (monthly, July through November 2023)
- Disseminating and Publishing Community-Engaged Scholarship (April 21, 2023, 9 am – 12 pm). Center for Community Engagement, UTEP. Undergraduate Learning Center Room 346.
- 14-Day Writing Challenge (Completed, March 2023). Event run by The National Center for Faculty Development and Diversity (NCFDD). Online.
- Blackboard Ultra Training (August 8-10, 2022, 8:30 am-12:30 pm). Online.
- Teaching Online Academy (TOA) completed in (Summer 2020, UTEP). Online.
- Blackboard Institute Online (Completed Summer 2020, UTEP)

Professional Memberships

- The American Anthropological Association (member since 2010)
- The Royal Anthropology Institute (fellow since 2011)
- The Gerontological Society of America (regular member since 2018)



Legislation Text

File #: 24-1095, 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

Office of Management and Budget, K. Nicole Cote, (915) 212-1092
Sun Metro Mass Transit, Anthony DeKeyzer, (915) 212-3306

AGENDA LANGUAGE:

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

Public Hearing on the Proposed Budget for the Mass Transit Department of the City of El Paso (Sun Metro), filed by the City Manager with the City Clerk on July 15, 2024, which begins on September 1, 2024 and ends on August 31, 2025.

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

AGENDA DATE: August 13, 2024

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER:

K. Nicole Cote, Managing Director, City Manager's Office (915) 212-1092

Anthony Dekeyzer, Director of Mass Transit (915) 212-3306

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: 6. Set the Standard for Sound Governance and Fiscal Management

SUBGOAL: N/A

SUBJECT:

Public Hearing on the Proposed Budget for the Mass Transit Department of the City of El Paso (Sun Metro), filed by the City Manager with the City Clerk on July 15, 2024, which begins on September 1, 2024 and ends on August 31, 2025

BACKGROUND / DISCUSSION:

Section 7.3D of the City Charter requires a budget to be adopted by resolution no later than August 31st of each year.

PRIOR COUNCIL ACTION:

The FY 2023 - 2024 Annual Budget for the City of El Paso was adopted by Resolution on August 15, 2023

AMOUNT AND SOURCE OF FUNDING:

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: City Manager's Office - Office of Management and Budget
Sun Metro

SECONDARY DEPARTMENT: Mass Transit Department of the City of El Paso (Sun Metro)

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

DEPARTMENT HEAD:



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

CITY OF EL PASO~~5~~
MASS TRANSIT DEPARTMENT FISCAL YEAR 2024-2025
BUDGET RESOLUTION

WHEREAS, on July 15th, 2024 ~~July 12th, 2024~~ the City Manager of the City of El Paso filed the Fiscal Year ~~2023-2024~~ 2024-2025 Proposed Budget of the Mass Transit Department of the City of El Paso with the Secretary of the Mass Transit Department Board; and

WHEREAS, the Proposed Budget was made available for the inspection by any person and posted on the City's website in accordance with Section 102.005 of the Texas Local Government Code; and

WHEREAS, on ~~August 4, 2023~~ August 7, 2024 the Secretary of the Mass Transit Department Board published notice in the El Paso Times, a newspaper of general circulation in the county in which the City of El Paso is located, of a public hearing regarding the Mass Transit Department of the City of El Paso Fiscal Year 2024-2025 Budget Resolution, in accordance with the Charter of the City of El Paso and Section 102.0065(a) of the Texas Local Government Code; and

WHEREAS, said public hearing was held on August ~~13, 2024~~ 14, 2023 by the Mass Transit Board of the City of El Paso on the Proposed Budget at which all interested persons were given the right to be present and participate.

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

1. That the Proposed Budget, as amended, for the Mass Transit Department of the City of El Paso, filed by the City Manager with the City Clerk on ~~July 1~~ July 15, 2023-2024 is hereby approved and adopted by the Board as the Annual Budget for the Fiscal Year ~~2023-2024~~ 2024-2025, which begins on September 1, ~~2023-2024~~ and ends on August 31, ~~2024~~ 2025.

~~1.~~

2. That any budget transfer submitted to the Board shall be accompanied by an explanation from the department and a recommendation from the ~~City Manager or his/her designee~~ City Manager or designee. The explanation provided must be sufficiently clear and provide adequate detail for the members of the Board to determine the need for the transfer.

~~2.~~

3. That the ~~City Manager or his/her designee~~ City Manager or designee is hereby authorized to establish or amend budgets and staffing table changes for Interlocal Agreements, for grants, and similar awards when the Interlocal Agreements or applications for such grants and awards have been previously approved by the Board or the City Manager.

~~3.~~

4. That all Interlocal Agreements or grant applications requiring Board approval shall be prepared in accordance with established procedures. The agenda item shall clearly state clearly (i) the funding source for Interlocal Agreements or (ii) the type and amount of the any required City match and the funding source of the grant match.

~~5.~~ 5. That the ~~City Manager or his/her designee~~City Manager or designee is hereby authorized to make such budget transfers and staffing table changes as are needed to close completed Interlocal agreements, grants, and capital project accounts.

~~5.~~

~~6.~~ 6. That the ~~City Manager or his/her designee~~City Manager or designee is hereby authorized to receive funds associated with Texas Department of Transportation (TXDOT) reimbursements to the City and appropriate the funds to TXDOT project matches awarded through the Metropolitan Planning Organization provided the projects are included in an existing Capital Improvement Program.

~~6.~~

~~7.~~ 7. That the ~~City Manager or his/her designee~~City Manager or designee is authorized to issue, without further City Council action, purchase orders against any contract offered through the Cooperative Purchasing Network, the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program, the Texas Association of School Boards, Inc. (TASB, ~~Inc.~~) Cooperative Purchasing Buy Board, the ESC-Region 19 Cooperative Purchasing Program, the Harris County Department of Education Cooperative Purchasing Program, Tarrant County Cooperative Purchasing Program, Texas Procurement and Supportive Services (TPASS), Texas Multiple Award Schedule (TXMAS and TXSmartBuy), State of Texas Department of ~~I~~nformation Resources (DIR), Technology Bidding and Purchasing Program (PEPPM), U.S. General Services Administration (GSA), National Intergovernmental Purchasing Alliance Company dba OMNIA Partners, Public Sector and/or Communities Program Management, LLC d/b/a U.S. Communities (collectively, the "OMNIA Partners Parties"), Region 8 Education Service Center, International Purchasing System Program ("TIPS"), Division of Purchases and Supply (DPS), a business unit of the Department of General Services for the Commonwealth of Virginia and any other cooperative purchasing agreement authorized by the City Council. The ~~City Manager or his/her designee~~City Manager or designee has the authority to sign any and all agreements related to purchases pursuant to this paragraph to effectuate the purchase.

~~7.~~

~~8.~~ 8. That the ~~City Manager or his/her designee~~City Manager or designee is authorized to issue, without further City Council action, purchase orders against any cooperative contract through the electronic catalog maintained ~~through the U.S. Communities purchasing cooperative program/ or~~ Equal Level. The purchase of vehicles, trucks, and/or fire apparatus/pumpers shall be expressly prohibited from being sourced through the e-catalog.

~~8.~~

~~9.~~ 9. That the sum \$300,000 shall be appropriated for Damages and Settlements.

~~9.~~

~~10.~~ 10. That the appropriation for equipment and capital improvement projects in the Capital Program shall be for those items listed on **Schedule A** (Sun Metro Capital Match Fiscal Year ~~2024~~2025) which is attached hereto and is incorporated herein by reference. Changes to the projects, or changes to the capital appropriated amounts which shall be requested as a budget amendment, shall be submitted to the Board for approval by simple motion or resolution. **Schedule B** sets forth the fares and fees for the goods and services it provides. Any revisions or additions to the fares or fees in **Schedule B** shall be in conformity with state law and be approved by simple resolution of the Board.

~~10.~~

~~11.~~ 11. That the City Manager and his/her designee is authorized to determine when it is practicable

for the Mass Transit Department to accept payments by credit card of a fee or other charge in accordance with City Ordinance No. 15051. Service charges added to the payment shall be in conformity with state statutory requirements and will be in such amount(s) as listed in **Schedule C** of the City of El Paso Fiscal Year 2023-2025 Budget Resolution, provided that in the event that bank charges imposed on the City, including its Mass Transit Department, relating to credit card acceptance increase during the fiscal year, the City Manager is authorized to increase the service charge amount(s), so as to cover the Mass Transit Department's increased costs.

~~11.~~

12. That all business travel expenses: (i) must be approved in advance by the Director or his/her designee or other designee of the City Manager; (ii) shall follow the administrative guidelines for business travel; and, (iii) may be audited for adherence to the administrative guidelines.

~~12.~~

13. That no obligation shall be incurred for capital, supplies, wages, or otherwise, unless an adequate appropriation has been made in the budget to meet the obligation and said obligation has been incurred in accordance with the accounting, legal, budgetary, purchasing, and Human Resources policies and procedures of the City of El Paso.

~~13.~~

14. That Full-Time Equivalent (FTE) positions funded by the Fiscal Year 2024-2025 Budget, and those listed in the Authorized Staffing Table (as filed along with the City's Fiscal Year 2024-2025 proposed budget, as amended), shall constitute the authorized FTE positions for the Department. Requests for changes and additions shall be approved by the ~~City Manager or his/her designee~~ City Manager or designee and shall show the impact on the Fiscal Year 2024-2025 Budget and the estimated impact on expenditures for Fiscal Year 2025-2026.

~~14.~~

15. That the City Manager or his designee authorizes and approves a compensation increase for non-uniformed full-time, part-time and temporary employees as follows:

~~15.~~

a. This resolution hereby establishes the City's minimum wage at \$13.~~61~~ per hour effective September ~~8-10, 2024~~ & 14.11 per hour effective February 23, 2025. ~~the first full pay period of September 2023~~. All pay ranges and job classifications will be increased accordingly ~~on September 10, 2023~~.

~~a.~~

b. An increase of \$~~01.500~~ per hour, or a minimum of 1.2-5%, whichever is greater, for all non-uniform employees shall be paid starting on the September ~~8-10, 2024~~ pay period and an additional increase of \$0.50 per hour, or a minimum of 1.25%, whichever is greater, for all non-uniform employees shall be paid starting on the February 23, 2025 pay period, and in accordance with the processes established by the City's Human Resources Department.

~~b.~~

e. This increase in compensation will be based on the hourly rate as of September ~~8-10, 2024~~ and February 23, 2025 of the positions identified herein. Employees must be ~~of~~ in active status as of above-identified dates September 10, 2023 to receive this pay increase; provided however, that the City Manager may approve this increase in compensation based on the availability of funds and other management factors as determined by the City Manager.

~~c.~~

d. ~~An increase of 5% for all City Attorneys of the City Attorney's Office, effective September~~

~~§10, 20243. Employees must be of active status as of September 8, 2024 to receive this increase. e. That the City Manager is authorized to approve a salary or wage compression adjustment for the non-uniformed employees based on their salary in the current position as of September 10, 2023, the increase will be based on the number of years in the current position within their pay grade, and adjust pay scales to ensure a minimum of 4% difference between subordinate and the relevant supervisory level. The employee must work as a city employee in their current position for a period of a least six months prior to September 10, 2023. This increase will be effective for the pay period starting September 10, 2023 for all employees in an active status as of this date. Provisions of this section are subject to the availability of funds and other management factors as determined by the City Manager.~~

16. That any employee pay increases for employees shall be given on the date or dates established by the City Manager based on the availability of funding for such purposes in Fiscal Year ~~2024~~2025. No employee pay increases shall be paid retroactively to an anniversary date or date of a performance evaluation.

~~The City Manager or his/her designee~~City Manager or designee is authorized to approve a non-uniform employee hired on or between September 1, 2022 and August 31, 2023, who have not received the second \$500 payment of the \$1000 sign-on incentive payment available during FY 2024 prior to September 1, 2024 to be distributed as follows:

~~a. A one-time payment of \$500 to be disbursed at the end of the employee's successful completion of their 6-month or extended probationary period with no documented attendance or corrective/disciplinary issues for the remainder of their probationary period;~~

~~This policy does not apply to the following:~~

- ~~i. Subcontractors and/or independent consultants; and~~
- ~~ii. Elected Officials; and~~
- ~~iii. Current City of El Paso employees; and~~
- ~~iv. Previous City of El Paso employees who terminated within three months of current hire date; and~~
- ~~v. The sign-on incentive recruitment payment shall be paid in a pay period following the employee's having met the criteria designated in the Resolution and in accordance with the process established by the City's Human Resources Department. Employee must be an active employee on the date of payment. This sign-on incentive recruitment payment will not be considered earned wages or compensation for purposes of personability. This sign-on incentive recruitment program shall be subject to the availability of funds and other management factors as determined by the City Manager.~~

17. That for purposes of recognizing the service time of an employee (classified, unclassified and/or contract), other than employees covered under collective bargaining agreements an amount that most closely approximates a two percent (2.0%) increase will be added to the base pay of each employee on the anniversary date of ~~five~~five (5) years of service, two and a half percent (2.5%) on the anniversary date of ten (10) years of service, three percent (3%) on the anniversary date of fifteen (~~15~~15) years of service, and three and one half percent (3.5%) on the anniversary date of twenty (20) years of service, and four percent (4%) on the anniversary date of twenty five (25) years of service, and four and one half percent (4.5%) on the anniversary date of thirty (30) years of service, and five percent (5%) for any other five year incremental period on or beyond ~~twenty-five (25)~~thirty-five (35) years of service accrued by an employee.

~~17.~~

18. That the City Manager be authorized to establish employee incentive program(s), subject to the availability of funds, and approve such administrative policies and procedures necessary for the inception and implementation of such programs:

~~18.~~

a. the wellness program in the City's health benefit plan for the amount established in each fiscal year's budget in an amount not to exceed \$150 per employee each month during the fiscal year, in accordance with the City Manager's administrative policy and shall include a component that allows City employees to earn one wellness day off annually (as designated in the administrative policy); and

~~a.~~

b. employees whose job specifications require a commercial driver's license or whose work includes the tracking of specific safety criteria to be eligible for a payment not to exceed \$350 per employee each year based on the employee's accident-free driving record or established safety criteria for a period (i.e. quarterly, semi-annually, etc.) to be established in administrative policy and payable in increments based on such periods; and

~~b.~~

c. employees whose job specifications requires or may require a commercial driver's licenses may be eligible for additional pay of \$90 per pay period, provided that the employee must be in active status and their CDL in good standing, and otherwise in conformity with approved administrative CDL retention policies; and

d. non-executive level employees will receive incentive pay of 10% of base salary while employed with the Office of the Comptroller (OTC). This incentive is only effective during their employment at OTC and otherwise in conformity with approved administrative OTC incentive pay policies; and

~~e.~~

e. one-time payments in an amount not to exceed \$100 (and any taxes due) for each employee who is assigned additional duties serving in a Lean Six Sigma team and which the project demonstrates measurable cost avoidance or savings; and

~~d.~~

f. for perfect attendance in 6-month period established by administrative policy, cash payment of \$50 and the option to convert 8 hours of sick leave for business leave as set forth in the administrative policy; and

~~e.~~

g. monthly payment prorated in an amount not to exceed 5% of current annual salary for each employee who is assigned additional duties responsibilities for completion of major project whose scope has broad citywide application.

~~f.~~

h. qualifying non-uniform employees will receive a lump sum not to exceed \$250 as part of the annual performance review as defined under the administrative policy.

i. payments in an amount of \$90 per pay period for each employee whose job requires immunization to ensure the health and safety of the employees and animals during their employment at Animal Services and the Zoo and otherwise in conformity with approved administrative ASD and

Zoo infectious disease and/or incentive pay policies.

~~g.~~

~~h. A \$200 monthly incentive for all full-time, part-time, and temporary positions, to be distributed as follows:~~

~~i. Monthly payment of \$200 once a foster program has been established and the employee takes possession of the foster canine and maintains possession; and~~

~~ii. An additional, one-time payment of \$100 to be disbursed once their foster canine is adopted to a "forever home".~~

~~iii. This policy does not apply to the following:~~

~~i. Subcontractors and/or independent consultants;~~

~~ii. Elected Officials~~

~~iv. The Furry Canine Foster Program pilot shall be effective from May 15, 2023 through November 15, 2023.~~

~~v. The Foster incentive monthly payment shall be paid bi-weekly. The incentive will take effect in a pay period following the employee's having met the criteria designated in this Resolution and in accordance with the process established by the City's Human Resources Department.~~

~~vi. The Foster incentive one-time payment shall be paid in a pay period following the employee's having met the criteria designated in this Resolution and in accordance with the process established by the City's Human Resources Department.~~

~~vii. Employee must be an active employee on the date of payment.~~

~~viii. This Foster incentive payment will not be considered earned wages or compensation for the purposes of pension ability.~~

19. That based on the availability of funds, the City Manager is authorized to expend no more than \$100,000 from the budget to establish and implement an on-the-spot rewards program to provide small monetary awards (face value up to \$100) to recognize immediately extraordinary acts, accomplishments or contributions that are above and beyond the typical duties of the rewarded employee. On-the-spot rewards are not in lieu of merit increases or other salary increases based on sustained high-quality employee performance. An employee shall receive no more than two (2) monetary awards under this section per fiscal year.

~~19.~~

20. That the ~~City Manager or his/her designee~~ City Manager or designee may appropriate up to \$300,000 from the Mass Transit reserves for the purchase of inventory items to maintain the operations of the department.

~~20.~~

21. That the Director of the Mass Transit Department or other designee of the City Manager shall submit: (i) periodic financial reports to the Board; (ii) periodic reports to the Board showing trends in revenues and expenditures; and, (iii) recommendations as deemed necessary to comply with the financial policies of the City of El Paso.

~~21.~~

22. That appropriation control of expenditures shall be at the Object Level.

~~22.~~

23. That expenditures shall be in accordance with the City of El Paso - Strategic Plan.

~~23.~~

24. That the Director of the Mass Transit Department, or other designee of the City Manager, is

hereby authorized to establish a program, as approved by the City Manager, whereby the Director and his designees may provide free transit service passes, exclusive of those funded by discretionary grants as are appropriate for the promotion of the use of the transit system. The total value of all free transit service passes provided under this program during FY 2024-2025 shall not exceed \$510,000.

~~25.~~ 25. In addition, that the City Manager or designee is authorized to waive or reduce fares in **Schedule B** for conferences and events that directly benefit the Mass Transit Department pursuant to the criteria and requirements for the waiver or reduction of fares established by the City Manager.

~~24.~~

26. That the Director of the Mass Transit Department, or other designee of the City Manager, is hereby authorized to provide free route transit service passes for use within the City limits to the current members of the Sun Metro Citizens Advisory Committee, at such times during the fiscal year when the Director or his designee determines that providing such passes serves to advance the duties and responsibilities of the members of the Committee.

~~25.~~

27. To allow the City Manager or designee, to waive fares for bus service for a maximum of ten (~~10~~) days per fiscal year, for city designated holidays and events.

~~26.~~

28. To allow the ~~City Manager or designee~~Director of the Mass Transit Department, to waive parking fees at ~~Sun Metros~~Glory Road and Union Plaza parking garages to encourage alternative transportation for City designated events. The maximum number of ~~free-waived~~ parking fee days ~~at Glory Road~~ will be set at twenty-four per fiscal year.

~~27.~~

29. That the ~~City Manager or his/her designee~~City Manager or designee is hereby authorized to allocate investment earnings on unspent bond proceeds to projects and purposes within the relevant bond authorization, provided ~~however that such an allocation is in compliance with all bond covenants and an allocation~~ of more than \$500,000 to an individual project or purpose requires Council approval.

30. That, except as otherwise provided herein, all other applicable provisions of the City of El Paso Fiscal Year 2024-2025 Budget Resolution, as amended and adopted, to include but not be limited to the provisions regarding the making of budget transfers, shall be applicable to the Mass Transit Department.

~~28.~~

31. That the City Manager or bis/her designee shall immediately file, or cause to be filed, a true copy of the FY 2024-2025 Budget and a copy of this Resolution in the offices of the City Clerk and the County Clerk of El Paso, and post the same on the City's website.

PASSED AND APPROVED this _____ day of August, 2024.

CITY OF EL PASO
MASS TRANSIT DEPARTMENT BOARD:

Oscar Leeser, Chair

ATTEST:

Laura D. Prine, Secretary

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Ignacio R. Troncoso
29. Assistant City Attorney

K. Nicole Cote, Managing Director
Office of Management and Budget

~~[SIGNATURES BEGIN ON THE FOLLOWING PAGE]~~

~~PASSED AND APPROVED~~ this ~~day~~ of August 2024.

CITY OF EL PASO
MASS TRANSIT DEPARTMENT BOARD:

Oscar Leeser Chair

ATTEST:

Laura D.
Prine
Secretary

~~APPROVED AS TO FORM: _____ APPROVED AS TO CONTENT:~~

~~_____
Ignacio R. Troncoso _____ K. Nicole Cote, Managing Director
Assistant City Attorney _____ Office of Management and Budget~~

**CITY OF EL PASO
MASS TRANSIT DEPARTMENT FISCAL YEAR 2025
BUDGET RESOLUTION**

WHEREAS, on July 15, 2024 the City Manager of the City of El Paso filed the Fiscal Year 2025 Proposed Budget of the Mass Transit Department of the City of El Paso with the Secretary of the Mass Transit Department Board; and

WHEREAS, the Proposed Budget was made available for the inspection by any person and posted on the City's website in accordance with Section 102.005 of the Texas Local Government Code; and

WHEREAS, on August 7, 2024 the Secretary of the Mass Transit Department Board published notice in the El Paso Times, a newspaper of general circulation in the county in which the City of El Paso is located, of a public hearing regarding the Mass Transit Department of the City of El Paso Fiscal Year 2025 Budget Resolution, in accordance with the Charter of the City of El Paso and Section 102.0065(a) of the Texas Local Government Code; and

WHEREAS, said public hearing was held on August 13, 2024 by the Mass Transit Board of the City of El Paso on the Proposed Budget at which all interested persons were given the right to be present and participate.

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

1. That the Proposed Budget, as amended, for the Mass Transit Department of the City of El Paso, filed by the City Manager with the City Clerk on July 15, 2024 is hereby approved and adopted by the Board as the Annual Budget for the Fiscal Year 2025, which begins on September 1, 2024 and ends on August 31, 2025.
2. That any budget transfer submitted to the Board shall be accompanied by an explanation from the department and a recommendation from the City Manager or designee. The explanation provided must be sufficiently clear and provide adequate detail for the members of the Board to determine the need for the transfer.
3. That the City Manager or designee is hereby authorized to establish or amend budgets and staffing table changes for Interlocal Agreements, grants, and similar awards when the Interlocal Agreement or applications for such grants and awards have been previously approved by the Board or the City Manager.
4. That all Interlocal Agreements or grant applications requiring Board approval shall be prepared in accordance with established procedures. The agenda item shall clearly state (i) the funding source for Interlocal Agreements or (ii) the type and amount of the required City match and the funding source of the grant match.

5. That the City Manager or designee is hereby authorized to make such budget transfers and staffing table changes as are needed to close completed Interlocal agreements, grants, and capital project accounts.

6. That the City Manager or designee is hereby authorized to receive funds associated with Texas Department of Transportation (TXDOT) reimbursements to the City and appropriate the funds to TXDOT project matches awarded through the Metropolitan Planning Organization provided the projects are included in an existing Capital Improvement Program.

7. That the City Manager or designee is authorized to issue, without further City Council action, purchase orders against any contract offered through the Cooperative Purchasing Network, the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program, the Texas Association of School Boards, Inc. (TASB, Inc.) Cooperative Purchasing Buy Board, the ESC-Region 19 Cooperative Purchasing Program, the Harris County Department of Education Cooperative Purchasing Program, Tarrant County Cooperative Purchasing Program, Texas Procurement and Supportive Services (TPASS), Texas Multiple Award Schedule (TXMAS and TXSmartBuy), State of Texas Department of Information Resources (DIR), Technology Bidding and Purchasing Program (PEPPM), U.S. General Services Administration (GSA), National Intergovernmental Purchasing Alliance Company dba OMNIA Partners, Public Sector and/or Communities Program Management, LLC d/b/a U.S. Communities (collectively, the "OMNIA Partners Parties"), Region 8 Education Service Center, International Purchasing System Program ("TIPS"), Division of Purchases and Supply (DPS), a business unit of the Department of General Services for the Commonwealth of Virginia and any other cooperative purchasing agreement authorized by the City Council. The City Manager or designee has the authority to sign any and all agreements related to purchases pursuant to this paragraph to effectuate the purchase.

8. That the City Manager or designee is authorized to issue, without further City Council action, purchase orders against any cooperative contract through the electronic catalog maintained or equal level. The purchase of vehicles, trucks, and/or fire apparatus/pumpers shall be expressly prohibited from being sourced through the e-catalog.

9. That the sum of \$300,000 shall be appropriated for Damages and Settlements.

10. That the appropriation for equipment and capital improvement projects in the Capital Program shall be for those items listed on **Schedule A** (Sun Metro Capital Match Fiscal Year 2025) which is attached hereto and is incorporated herein by reference. Changes to the projects, or changes to the capital appropriated amounts which shall be requested as a budget amendment, shall be submitted to the Board for approval by simple motion or resolution. **Schedule B** sets forth the fares and fees for the goods and services it provides. Any revisions or additions to the fares or fees in **Schedule B** shall be in conformity with state law and be approved by simple resolution of the Board.

11. That the City Manager or designee is authorized to determine when it is practicable for the Mass Transit Department to accept payments by credit card of a fee or other charge in accordance with City Ordinance No. 15051. Service charges added to the payment shall be in conformity with state statutory requirements and will be in such amount(s) as listed in **Schedule C** of the City of El Paso

Fiscal Year 2025 Budget Resolution, provided that in the event that bank charges imposed on the City, including its Mass Transit Department, relating to credit card acceptance increase during the fiscal year, the City Manager is authorized to increase the service charge amount(s), so as to cover the Mass Transit Department's increased costs.

12. That all business travel expenses: (i) must be approved in advance by the Director or designee or other designee of the City Manager; (ii) shall follow the administrative guidelines for business travel; and, (iii) may be audited for adherence to the administrative guidelines.

13. That no obligation shall be incurred for capital, supplies, wages, or otherwise, unless an adequate appropriation has been made in the budget to meet the obligation and said obligation has been incurred in accordance with the accounting, legal, budgetary, purchasing, and Human Resources policies and procedures of the City of El Paso.

14. That Full-Time Equivalent (FTE) positions funded by the Fiscal Year 2025 Budget, and those listed in the Authorized Staffing Table (as filed along with the City's Fiscal Year 2025 proposed budget, as amended), shall constitute the authorized FTE positions for the Department. Requests for changes and additions shall be approved by the City Manager or designee and shall show the impact on the Fiscal Year 2025 Budget and the estimated impact on expenditures for Fiscal Year 2026.

15. That the City Manager or his designee authorizes and approves a compensation increase for non-uniformed full-time, part-time and temporary employees as follows:

a. This resolution hereby establishes the City's minimum wage at \$13.61 per hour effective September 8, 2024 & 14.11 per hour effective February 23, 2025. All pay ranges and job classifications will be increased accordingly.

b. An increase of \$0.50 per hour, or a minimum of 1.25%, whichever is greater, for all non-uniform employees shall be paid starting on the September 8, 2024 pay period and an additional increase of \$0.50 per hour, or a minimum of 1.25%, whichever is greater, for all non-uniform employees shall be paid starting on the February 23, 2025 pay period, and in accordance with the processes established by the City's Human Resources Department.

c. This increase in compensation will be based on the hourly rate as of September 8, 2024 and February 23, 2025 of the positions identified herein. Employees must be in active status as of above-identified dates to receive this pay increase; provided however, that the City Manager may approve this increase in compensation based on the availability of funds and other management factors as determined by the City Manager.

16. That any employee pay increases for employees shall be given on the date or dates established by the City Manager based on the availability of funding for such purposes in Fiscal Year 2025. No employee pay increases shall be paid retroactively to an anniversary date or date of a performance evaluation.

17. That for purposes of recognizing the service time of an employee (classified, unclassified and/or contract), other than employees covered under collective bargaining agreements an amount that most closely approximates a two percent (2.0%) increase will be added to the base pay of each employee on the anniversary date of five (5) years of service, two and a half percent (2.5%) on the anniversary date of ten (10) years of service, three percent (3%) on the anniversary date of fifteen (15) years of service, and three and one half percent (3.5%) on the anniversary date of twenty (20) years of service, and four percent (4%) on the anniversary date of twenty five (25) years of service, and four and one half percent (4.5%) on the anniversary date of thirty (30) years of service, and five percent (5%) for any other five year incremental period on or beyond thirty-five (35) years of service accrued by an employee.

18. That the City Manager be authorized to establish employee incentive program(s), subject to the availability of funds, and approve such administrative policies and procedures necessary for the inception and implementation of such programs:

a. the wellness program in the City's health benefit plan for the amount established in each fiscal year's budget in an amount not to exceed \$150 per employee each month during the fiscal year, in accordance with the City Manager's administrative policy and shall include a component that allows City employees to earn one wellness day off annually (as designated in the administrative policy); and

b. employees whose job specifications require a commercial driver's license or whose work includes the tracking of specific safety criteria to be eligible for a payment not to exceed \$350 per employee each year based on the employee's accident-free driving record or established safety criteria for a period (i.e. quarterly, semi-annually, etc.) to be established in administrative policy and payable in increments based on such periods; and

c. employees whose job specifications requires or may require a commercial driver's licenses may be eligible for additional pay of \$90 per pay period, provided that the employee must be in active status and their CDL in good standing, and otherwise in conformity with approved administrative CDL retention policies; and

d. non-executive level employees will receive incentive pay of 10% of base salary while employed with the Office of the Comptroller (OTC). This incentive is only effective during their employment at OTC and otherwise in conformity with approved administrative OTC incentive pay policies; and

e. one-time payments in an amount not to exceed \$100 (and any taxes due) for each employee who is assigned additional duties serving in a Lean Six Sigma team and which the project demonstrates measurable cost avoidance or savings; and

f. for perfect attendance in 6month period established by administrative policy, cash payment of \$50 and the option to convert 8 hours of sick leave for business leave as set forth in the administrative policy; and

g. monthly payment prorated in an amount not to exceed 5% of current annual salary for each employee who is assigned additional duties responsibilities for completion of major project whose scope has broad citywide application.

h. qualifying non-uniform employees will receive a lump sum not to exceed \$250 as part of the annual performance review as defined under the administrative policy.

i. payments in an amount of \$90 per pay period for each employee whose job requires immunization to ensure the health and safety of the employees and animals during their employment at Animal Services and the Zoo and otherwise in conformity with approved administrative ASD and Zoo infectious disease and/or incentive pay policies.

19. That based on the availability of funds, the City Manager is authorized to expend no more than \$100,000 from the budget to establish and implement an on-the-spot rewards program to provide small monetary awards (face value up to \$100) to recognize immediately extraordinary acts, accomplishments or contributions that are above and beyond the typical duties of the rewarded employee. On-the-spot rewards are not in lieu of merit increases or other salary increases based on sustained high-quality employee performance. An employee shall receive no more than two (2) monetary awards under this section per fiscal year.

20. That the City Manager or designee may appropriate up to \$300,000 from the Mass Transit reserves for the purchase of inventory items to maintain the operations of the department.

21. That the Director of the Mass Transit Department or other designee of the City Manager shall submit: (i) periodic financial reports to the Board; (ii) periodic reports to the Board showing trends in revenues and expenditures; and, (iii) recommendations as deemed necessary to comply with the financial policies of the City of El Paso.

22. That appropriation control of expenditures shall be at the Object Level.

23. That expenditures shall be in accordance with the City of El Paso - Strategic Plan.

24. That the Director of the Mass Transit Department, or other designee of the City Manager, is hereby authorized to establish a program, as approved by the City Manager, whereby the Director and his designees may provide free transit service passes, exclusive of those funded by discretionary grants as are appropriate for the promotion of the use of the transit system. The total value of all free transit service passes provided under this program during FY 2025 shall not exceed \$10,000.

25. In addition, that the City Manager or designee is authorized to waive or reduce fares in **Schedule B** for conferences and events that directly benefit the Mass Transit Department pursuant to the criteria and requirements for the waiver or reduction of fares established by the City Manager.

26. That the Director of the Mass Transit Department, or other designee of the City Manager, is hereby authorized to provide free route transit service passes for use within the City limits to the current members of the Sun Metro Citizens Advisory Committee, at such times during the fiscal year

when the Director or designee determines that providing such passes serves to advance the duties and responsibilities of the members of the Committee.

27. To allow the City Manager or designee, to waive fares for bus service for a maximum of ten (10) days per fiscal year, for city designated holidays and events.

28. To allow the Director of the Mass Transit Department, to waive parking fees at Glory Road and Union Plaza parking garages to encourage alternative transportation for City designated events. The maximum number of waived parking fee days will be set at twenty-four per fiscal year.

29. That the City Manager or designee is hereby authorized to allocate investment earnings on unspent bond proceeds to projects and purposes within the relevant bond authorization, provided that an allocation of more than \$500,000 to an individual project or purpose requires Council approval.

30. That, except as otherwise provided herein, all other applicable provisions of the City of El Paso Fiscal Year 2025 Budget Resolution, as amended and adopted, to include but not be limited to the provisions regarding the making of budget transfers, shall be applicable to the Mass Transit Department.

31. That the City Manager or designee shall immediately file, or cause to be filed, a true copy of the FY 2025 Budget and a copy of this Resolution in the offices of the City Clerk and the County Clerk of El Paso, and post the same on the City's website.

PASSED AND APPROVED this _____ day of August, 2024.

**CITY OF EL PASO
MASS TRANSIT DEPARTMENT BOARD:**

Oscar Leeser, Chair

ATTEST:

Laura D. Prine, Secretary

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Ignacio R. Troncoso
Assistant City Attorney

K. Nicole Cote, Managing Director
Office of Management and Budget



Legislation Text

File #: 24-1058, 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 DeKeyzer, (915) 212-3306
Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092

AGENDA LANGUAGE:

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

The linkage to the Strategic Plan is subsection: 7.3 Enhance a regional comprehensive transportation system.

Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2024-0516 Amerex Parts, Equipment & Service to ATCO Fire Services, Inc DBA Jay L. Harman Fire Equipment Co., the sole and authorized distributor for a term of three (3) years for an estimated amount of \$261,000.00. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will allow Sun Metro to purchase AMEREX proprietary fire suppression parts and services for Sun Metro's Fixed Route Fleets.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$186,000.00 for the initial term, which represents a 248.00% increase due to the initial contract being funded for only one year. This contract is funded for three years.

Department:	Mass Transit (Sun Metro)
Award to:	ATCO Fire Services, Inc DBA Jay L. Harman Fire Equipment Co.
City & State:	El Paso, Texas
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	\$87,000.00
Initial Term Estimated Award:	\$261,000.00
Option Term Estimated Award:	N/A
Total Estimated Award:	\$261,000.00
Account(s):	531180-560-3200-60050- P6017

Funding Source(s): Sun Metro Operating Fund
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 for equipment;

The Purchasing & Strategic Sourcing and Mass Transit (Sun Metro) Departments recommend award as indicated to ATCO Fire Services, Inc. DBA Jay L. Harman Fire Equipment Co., under the exemption listed above.

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

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

AGENDA DATE: August 13, 2024
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Anthony R. Dekeyzer, Director of Mass Transit, (915) 212-3306
K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 7 – Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 7.3 – Enhance regional comprehensive transportation system

SUBJECT:

Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2024-0516 Amerex Parts, Equipment & Service to ATCO Fire Services, Inc DBA Jay L. Harman Fire Equipment Co., the sole and authorized distributor for a term of three (3) years for an estimated amount of \$261,000. Supplier will be required to provide an updated sole source letter and affidavit each year.

BACKGROUND / DISCUSSION:

This contract will allow Sun Metro to purchase AMEREX proprietary fire suppression parts and services for Sun Metro's Fixed Route Fleets. The AMEREX fire suppression systems are already standard on Sun Metro's entire Fixed Route Fleet. These parts are needed in order to maintain the Fleet integrity, to ensure the continuity of service, safety of the traveling public and safe operation of these fleets.

SELECTION SUMMARY:

General Exemption under Texas Local Government Code Section 252.022 Part 7 (D) captive replacement parts or components for equipment. ATCO Fire Services, Inc DBA Jay L. Harman Fire Equipment Co. is the sole and authorized distributor of Amerex Parts, Equipment & Service for the El Paso region.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$186,000.00 for the initial term, which represents a 248.00% increase due to the initial contract being funded for only one year. This contract is funded for three years.

PROTEST

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$261,000.00
Funding Source: Operating Fund
Account: 531180-560-3200-60050- P6017

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES ___ NO

PRIMARY DEPARTMENT: Mass Transit (Sun Metro)

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:

Deputy Transit Officer

Jerry DeMuro

for

Anthony R. Dekeyzer, Director of Mass Transit

Project Form
Non-Competitive

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

Please place the following item on the Regular Agenda for the Mass Transit Board Meeting of August 13, 2024

Strategic Goal 7 - Enhance and Sustain El Paso's Infrastructure Network

The linkage to the Strategic Plan is subsection: 7.3 Enhance a regional comprehensive transportation system

Award Summary:

Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2024-0516 Amerex Parts, Equipment & Service to ATCO Fire Services, Inc DBA Jay L. Harman Fire Equipment Co., the sole and authorized distributor for a term of three (3) years for an estimated amount of \$261,000.00. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will allow Sun Metro to purchase AMEREX proprietary fire suppression parts and services for Sun Metro's Fixed Route Fleets.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$186,000.00 for the initial term, which represents a 248.00% increase due to the initial contract being funded for only one year. This contract is funded for three years.

Department:	Mass Transit (Sun Metro)
Award to:	ATCO Fire Services, Inc DBA Jay L. Harman Fire Equipment Co.
City & State:	El Paso, Texas
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	\$87,000.00
Initial Term Estimated Award:	\$261,000.00
Option Term Estimated Award:	N/A
Total Estimated Award:	\$261,000.00
Account(s):	531180-560-3200-60050- P6017
Funding Source(s):	Sun Metro Operating Fund
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 for equipment;

The Purchasing & Strategic Sourcing and Mass Transit (Sun Metro) Departments recommend award as indicated to ATCO Fire Services, Inc. DBA Jay L. Harman Fire Equipment Co., under the exemption listed above.



Amerex Corporation
7595 Gadsden Highway
Trussville, AL 35173

Office (205) 655-3271
Fax (800) 654-5980
Web: www.amerex-fire.com

March 22nd, 2024

To Whom it may concern,

Please be advised that “Jay L. Harman Fire Equipment” located at 1930 E. Yandell, El Paso, TX 79903 is an Authorized Distributor and Service Company for Amerex Products.

Jay L. Harman Fire Equipment, is authorized to Design, Sell, Install and Service Amerex Products and has personnel certification through training with Amerex Corporation. Should anyone have any questions or concerns regarding this information, please do not hesitate to contact me by phone or email.

Thank you,

Wade Tilley

Wade Tilley
Regional Sales Manager – South Central
Tel: 205-655-3271
Direct 205-308-8993



PURCHASING & STRATEGIC SOURCING DEPARTMENT

SOLE SOURCE AFFIDAVIT

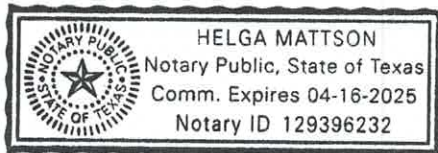
THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER FILE

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 TRAVIS JOLLIFFE. 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: JAY L. HARZMAN FIRE EQUIP
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
AMEREX FIRE SUPPRESSION
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 _____

SUBSCRIBED AND SWORN to before me on this 25 day of March 2024



NOTARY PUBLIC _____

Helga Mattson

PRINTED NAME _____

Helga Mattson

MY COMMISSION EXPIRES _____

April 16th, 2025

COMPANY NAME: JAY L. HARZMAN FIRE EQUIPMENT COMPANY 4

ADDRESS, CITY, STATE & ZIP CODE: 1930 E. YANDELL, EL PASO, TX 79903

PHONE: 915-533-7021 FAX NUMBER: 915-533-0079

CONTACT NAME AND TITLE: TRAVIS JOLLIFFE - PRESIDENT

WEB ADDRESS: www.jlfire.com EMAIL: info@jlfire.com

FEDERAL TAX ID NUMBER: 75-2829844 TEXAS SALES TAX NUMBER: 1-75-2829844-5

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 Travis Joliff

Business Name Jay L Harman Fire Equipment Co.

Agenda Item Type new Contract

Relevant Department Sun Metro

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:  Date: 4/28/24

2024-0516 Amerex Parts, Equipment and Services
 Supplier Name: Jay L. Harman Fire Equipment Co.
 Form 034 (Rev. 2) - 9/27/2021
 Previous versions obsolete



Legislation Text

File #: 24-1061, 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 DeKeyzer, (915) 212-3306
Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092

AGENDA LANGUAGE:

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

The linkage to the Strategic Plan is subsection: 7.3 Enhance a regional comprehensive transportation system.

Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2024-0541 Trapeze License & Maintenance to Trapeze Software Group, Inc., the sole and authorized distributor for a term of three (3) years for an estimated amount of \$443,074.00. Supplier will be required to provide an updated sole source letter and affidavit each year. The Software helps Sun Metro to provide and keep up with changing demands and accurate customer information, gaining passengers' trust with efficient and reliable schedules. In addition to that the Trapeze software and hardware, are compatible with the all related vehicle equipment utilized in Sun Metro vehicles.

Contract Variance:

The difference based in comparison to the previous contract is as follows: A decrease of \$499,193.00 for the initial term, which represents a 52.98% decrease due to the previous contract being funded for five years. This contract is funded for three years.

Department:	Mass Transit (Sun Metro)
Award to:	Trapeze Software Group, Inc.
City & State:	Cedar Rapids, IA
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Year 1:	\$140,547.00
Year 2:	\$147,574.00
Year 3:	\$154,953.00
Initial Term Estimated Award:	\$443,074.00
Option Term Estimated Award:	N/A

Total Estimated Award: \$443,074.00
Account(s): 560-3200-60050-522020-P6017
Funding Source(s): Sun Metro Operating Fund
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 for equipment;

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

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

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

AGENDA DATE: August 13, 2024
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Anthony R. Dekeyzer, Director of Mass Transit, (915) 212-3306
K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 7 – Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 7.3 – Enhance regional comprehensive transportation system

SUBJECT:

Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2024-0541 Trapeze License & Maintenance to Trapeze Software Group, Inc., the sole and authorized distributor for a term of three (3) years for an estimated amount of \$443,074.00. Supplier will be required to provide an updated sole source letter and affidavit each year.

BACKGROUND / DISCUSSION:

The Software helps Sun Metro to provide and keep up with changing demands and accurate customer information, gaining passengers' trust with efficient and reliable schedules. In addition to that the Trapeze software and hardware, are compatible with the all related vehicle equipment utilized in Sun Metro vehicles.

SELECTION SUMMARY:

General Exemption under Texas Local Government Code Section 252.022 Part 7 (D) captive replacement parts or components for equipment. Trapeze Software Group, Inc., is the sole and authorized distributor of Trapeze software applications.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: A decrease of \$499,193.00 for the initial term, which represents a 52.98% decrease due to the previous contract being funded for five years. This contract is funded for three years.

PROTEST

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$443,074.00
Funding Source: Sun Metro Operating Fund
Account: 560-3200-60050-522020- P6017

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES ___ NO

PRIMARY DEPARTMENT: Mass Transit (Sun Metro)

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:

Deputy Transit Officer

Jerry DeMuro

for

Anthony R. Dekeyzer, Director of Mass Transit

Project Form
Non-Competitive

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

Please place the following item on the Regular Agenda for the Mass Transit Board Meeting of August 13, 2024

Strategic Goal 7 - Enhance and Sustain El Paso's Infrastructure Network

The linkage to the Strategic Plan is subsection: 7.3 Enhance a regional comprehensive transportation system

Award Summary:

Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2024-0541 Trapeze License & Maintenance to Trapeze Software Group, Inc., the sole and authorized distributor for a term of three (3) years for an estimated amount of \$443,074.00. Supplier will be required to provide an updated sole source letter and affidavit each year. The Software helps Sun Metro to provide and keep up with changing demands and accurate customer information, gaining passengers' trust with efficient and reliable schedules. In addition to that the Trapeze software and hardware, are compatible with the all related vehicle equipment utilized in Sun Metro vehicles.

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City & State:	Cedar Rapids, IA
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Initial Term:	3 Years
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Total Contract Time:	3 Years
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Option Term Estimated Award:	N/A
Total Estimated Award:	\$443,074.00
Account(s):	560-3200-60050-522020-P6017
Funding Source(s):	Sun Metro Operating Fund
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 for equipment;

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

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



November 29, 2023

El Paso Mass Transit Department (Sun Metro)
Attention: Norma E. Jimenez, Contract Compliance Manager
Address: 700 A San Francisco
El Paso, TX 79901

Reference: Sole Source Justification Trapeze Products

Trapeze Software Group, Inc. ("Trapeze") is pleased to provide additional information to El Paso Mass Transit Department (Sun Metro) regarding your request for a sole source justification request for Trapeze Support Service and Software maintenance MPS for the MPS Trapeze software.

Trapeze is the principal owner and proprietor of the FX and Blockbuster technology. Therefore, Trapeze is the sole provider of support for this software.

The Customer Support Services for the Trapeze suite of products provided by Trapeze Software Group, Inc include:

- Access to Customer Care 24 x 7, for urgent site down issues.
- Access to the secure [Collaborate](#) web portal, where you can log service requests, check on the status of your requests and participate in the online forums.
- The opportunity to participate in the annual Trapeze User Conference (Think Transit) which is a unique opportunity for both networking and for on-going training.

If you have any questions or require anything else to complete your purchasing process, please feel free to contact me at brian.canivet@trapezgroup.com.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Canivet", written over a light blue horizontal line.

Brian Canivet
General Manager MPS





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 Teresa Domingo. 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.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
FX and Blockbuster technology - MPS Trapeze Software

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

SUBSCRIBED AND SWORN to before me on this 3rd day of MAY 2024

NOTARY PUBLIC

G. LEIGHAN FYNN

PRINTED NAME

N/A

MY COMMISSION EXPIRES



COMPANY NAME: Trapeze Software Group, Inc. ADDRESS, CITY, STATE & ZIP CODE: 5265 Rockwell Drive NE, Cedar Rapids, IA 52402
PHONE: 1-647-203-4640 FAX NUMBER: n/a CONTACT NAME AND TITLE: Teresa Domingo, Group Leader WEB ADDRESS:
www.trapezegrp.com EMAIL: teresa.domingo@modaxo.com FEDERAL TAX ID NUMBER: 98-0358175 TEXAS SALES TAX NUMBER:

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

Between

TRAPEZE SOFTWARE GROUP, INC. (“Trapeze”), with a place of business at 5265 Rockwell Drive NE, Cedar Rapids, Iowa 52402, U.S.A.

And

CITY OF EL PASO (“Licensee”) with its principal place at business at 300 N. Campbell, El Paso, TX 79938, U.S.A.

Notice Information:

If intended for Trapeze, to:

5800 Explorer Drive, 5th Floor

Mississauga, Ontario, Canada L4W 5L4

Contact: Legal Department

Telephone: 1-905-629-8727

If intended for Licensee, to:

Contact: _____

Telephone: _____

Collectively, Trapeze and Licensee are hereinafter referred to as “Party” or “Parties”. This Agreement, including the Exhibits hereto, represents the complete and exclusive agreement between Trapeze and Licensee with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between Trapeze and Licensee in any way relating to the subject matter of this Agreement. By executing this Agreement, the Parties agree and acknowledge that all previous agreements between the Parties pertaining to the Software identified herein shall terminate in all respects, effective August 31, 2024 and shall have no further force or effect after that date. The maintenance portion of this Agreement shall be effective for a period of three (3) years, from September 1, 2024 thru August 31, 2027 (as further set out in Exhibit B hereunder), unless otherwise terminated in accordance with Section 15 below. The licensing portion of this Agreement shall remain in effect as set out in this Agreement unless otherwise terminated in accordance with Section 15 below.


No other terms, conditions, representations, warranties or guarantees, whether written or oral, express or implied, will form a part of this Agreement or have any legal effect whatsoever. In the event of any conflict or inconsistency between the provisions of this Agreement and the exhibits, the terms and conditions of this Agreement will govern to the extent of such inconsistency. This Agreement may not be modified except by a later written amendment signed by both parties. Without limiting the generality of the foregoing, Trapeze will not be bound by any standard or printed or referenced terms produced by Licensee, including but not limited to those terms included or referenced in any of Licensee’s purchase orders. Licensee expressly acknowledges that no provisions, representations, undertakings, agreements, regarding the products or services to be provided hereunder, have been made, other than those contained in this Agreement. The parties agree that no obligations or duties not set out expressly herein shall be imposed upon the parties or implied by law.

Signature Page follows

THIS AGREEMENT is made effective this ____ day of _____ 2024 between:

Signed for and on behalf of Trapeze:

Signed for and on behalf of Licensee:

By:  _____

By: _____

Print Name: Teresa Domingo

Print Name: _____

Title: Group Leader

Title: _____

Date: July 26, 2024

Date: _____

EXECUTED THIS ____ DAY OF ____, 2024

CITY OF EL PASO, TEXAS:

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

Cary Westin
City Manager

APPROVED AS TO CONTENT:



K. Nicole Cote
Managing Director
Purchasing & Strategic Sourcing

NOW THEREFORE, the parties agree as follows:

1. Definitions In this Agreement the capitalized words set out below will have the following meanings:
 - “Agreement” this Software License and Maintenance Agreement effectively made between Trapeze and Licensee, and the attached exhibits, all of which form an integral part of this Agreement;
 - “Confidential Information” any oral, written, graphic or machine-readable information including, but not limited to technical or non-technical data, patents, patent applications, copyright, copyright applications, research, product or service plans, developments, inventions, processes, designs, drawings, patterns, compilations, engineering methods, techniques, devices, formulae, software (including source and object code), algorithms, business plans, agreements with third parties, lists of actual or potential services or customers, marketing plans, financial plans or finances and similar information relating to either Party furnished by or on behalf of the disclosing Party to the recipient Party or any representatives regardless of the manner in which it is furnished or obtained by the recipient Party or its representatives through observation of the disclosing Party’s facilities or procedures (save and except communications with legal counsel which constitute attorney-privileged information). The disclosing Party agrees to use reasonable efforts to summarize in writing the content of any oral disclosure or other non-tangible disclosure that is proprietary or confidential to the recipient Party within a reasonable time (not to exceed thirty (30) calendar days) after the disclosure. However, failure to provide this summary will not affect the qualification of the disclosing Party’s Confidential Information as such if the Confidential Information was identified as confidential or proprietary when disclosed orally or in any other non-tangible form. Confidential Information shall not include any information that: (i) is or becomes generally known to the public through no fault of the recipient Party; (ii) 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; (iii) the recipient Party independently develops through persons who have not had access to such information; or (iv) the disclosing Party approves for unrestricted release by written authorization.
 - “Documentation” the user documentation and training materials pertaining to the Software as supplied by Trapeze;
 - “Equipment” shall refer to any third party equipment, that may be provided herein
 - “Software” Trapeze proprietary software licensed to the Licensee
 - “Statement of Work” the specifications for the Services to be provided by Trapeze and the Licensee
 - “Third Party Software” any licensed software products that are provided hereunder which are not Trapeze intellectual property;

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: (i) is or becomes generally known to the public through no fault of the recipient Party; (ii) 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; (iii) the recipient Party independently develops through persons who have not had access to such information; or (iv) the disclosing Party approves for unrestricted release by written authorization
“Upgrades”	generic enhancements to the Software that Trapeze generally makes available as part of its long term software support program.

2. Software License

- (a) Trapeze hereby grants to Licensee a personal, non-transferable, non-exclusive license to use a production copy of the object code version of the Software in the form supplied by Trapeze and on hardware approved by Trapeze as of the License Date (“**License Date**”), restricted to the places of business of the Licensee, for the Licensee’s own operations, in accordance with the operational characteristics described herein.
- (b) Trapeze hereby grants to Licensee a personal, non-transferable, non-exclusive license to use the Documentation as of the License Date, but only as required to exercise the Software license granted herein.
- (c) Licensee may make one back-up copy of the Software. Licensee may use the production copy of the Software solely to process Licensee’s own data, and the software may not be used on a service bureau or similar basis to process data of others.
- (d) The license to use the database underlying the Software (“**Trapeze Transit Database**”) is granted to Licensee solely for the development of internal reports by Licensee and for the integrated operation of the Software components. Unless expressly included herein, all other access rights to the Trapeze Transit Database are excluded from this Agreement, and the Licensee shall not develop or use, or authorize the development or use of, any other interfaces to or from the Trapeze Transit Database. Notwithstanding the previous two sentences, Licensee may develop interfaces for the Trapeze Transit Database either (i) on its own based on the information and Documentation provided by Trapeze to extract data for its internal benefit, so long as such interfaces do not write to, edit, modify or materially degrade the performance of the Trapeze Transit Database or (ii) to a Trapeze-published application programming interface (“**API**”), which may be licensed from Trapeze. However, Licensee shall retain ownership of the raw data that is inputted into the Trapeze Transit Database and any data generated thereof.
- (e) In the case of any third party Equipment, Third Party Software, related Documentation, or third-party services provided under this Agreement, such third party shall retain all rights in patents, copyrights, trademarks, trade secrets, and any other intellectual property. The terms and restrictions of the license grants contained in Section 2, in addition to any other terms required by any third party licensor(s), will apply to the use of any Third Party Software and related Documentation, and the licensors of such Third Party Software are third party

beneficiaries of the rights granted under those terms. Where required, Licensee shall enter into a separate end-user-license agreement depending on the product(s) procured. Licensee may only transfer any Software or Third Party Software embedded with any Equipment in accordance with the terms and conditions of this Agreement.

- (f) Other than the rights of use expressly conferred upon Licensee by this paragraph, Licensee shall have no further rights to use the Software, Third Party Software, or the Documentation, and shall not copy, reproduce, modify, adapt, reverse engineer, disassemble or translate them, without the express written authority of Trapeze except as otherwise provided in Section 8. Trapeze shall retain all rights in patents, copyrights, trademarks, trade secrets, and any other intellectual property whether pre-existing or developed under this Agreement. Furthermore, neither this Agreement nor the delivery of any services 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 Trapeze. Licensee agrees to: (i) take reasonable steps to maintain Trapeze's and/or its subcontractors' intellectual property rights; (ii) not sell, transfer, publish, display, disclose, or make available the Software, Third Party Software or Documentation, or copies of the Software, Third Party Software or Documentation, to third parties except as required by law or where Licensee may disclose software to designated government representatives under a nondisclosure agreement executed by both parties, (iii) not use or allow to be used, the Software, Third Party Software or Documentation either directly or indirectly for the benefit of any other person or entity, and (iv) not use the Software or Documentation, along with its updates, patches or upgrades, on any equipment other than the equipment on which it was originally installed, without Trapeze's written consent.

3. Software Services As applicable, in accordance with the terms of Exhibit B and Exhibit C, Trapeze will perform services related to Licensee's use of the Software (the "**Services**"). Such services may include installation, modification, testing, training and additional services.

The Parties agree that certain additional Services, including but not limited to training, installation, or testing, may be added by the Parties' representatives via a work order under this Agreement. The Parties agree that pricing and scope of such additional Services will be finalized between the project managers and any work orders or purchase orders associated with such additional Services shall be governed by the terms of this Agreement, notwithstanding the presence of any standard terms and conditions associated with such work orders.

4. Software Acceptance The parties agree that there shall be no acceptance granted for any Software procured prior to the effective date of this Agreement. The following acceptance procedures shall apply only for purchases of Software modules made pursuant to this Agreement. Upon completing the delivery, installation, and testing of the Software, Trapeze will notify Licensee in writing. Licensee will then have ten (10) business days in which to conduct acceptance tests in order to ensure that the Software operates in all material respects as specified in the Documentation. At the end of this period, Licensee will be deemed to accept the Software unless Trapeze receives prior written notice outlining the nature of the Significant Failures in the Software. Notwithstanding the above, Licensee will be deemed to accept the Software when the Licensee puts the Software into operational and functional use. The Software will be deemed to be in operational and functional use when the Licensee first uses the Software to support its then current operations in any capacity.

A “Significant Failure” will mean a failure of the Software to function in accordance with the requirements of the Documentation, where such a failure causes the Software to be inoperable or significantly impairs the functionality of the Software such that there is a critical impact on business operations. Failures that are, without limitation, the result of any operator error, Licensee’s or its subcontractors’ actions or omissions, abuse or misuse of the products or invalid or incorrect data entry by call takers or operators will not be considered in evaluating successful operation.

5. Software Warranty

The parties agree that there shall be no warranty granted for any Software procured prior to the effective date of this Agreement. The following warranty shall apply only for purchases of Software modules made pursuant to this Agreement.

- a. Trapeze warrants the individual Software component to operate in all material respects as specified in the Documentation for a period of ninety (90) days from the date upon which the individual Software component is installed. For any breach of this warranty, Licensee’s sole and exclusive remedy and Trapeze’s entire obligation hereunder shall be to either repair or replace the defective Software. This warranty does not apply to any Software damaged as a result of any accident, negligence, use in any application for which it was not designed or intended, or modification without the prior written consent of Trapeze.
- b. Trapeze warrants it has the right to (i) enter into this Agreement and (ii) grant the licenses pursuant to this Agreement. No separate warranty is provided or included by Trapeze with respect to any third party licensed products including any embedded third party software or Equipment. Trapeze shall flow through any and all third party warranty terms that may apply. Trapeze agrees that it shall be the first point of contact for corrective or remedial services with respect to any embedded software, however specific support and upgrades for such embedded software shall be delivered through the applicable third party provider. Any third party licenses or Services required to migrate the Software due to any future upgrade or migration of the embedded software are not included in the pricing under this Agreement and will be separately quoted by Trapeze.
- c. **The foregoing warranties are in lieu of all other warranties or conditions, express or implied, including but not limited to any implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose and any other warranties arising by statute or otherwise in law or from the course of dealing or usage of trade. Trapeze does not represent or warrant that the Software will meet all of Licensee’s particular requirements, or that the operation of the Software will operate 100% error-free or uninterrupted, or that all program errors in the Software can be found in order to be corrected.**

6. Software Maintenance Pursuant to this Agreement, during any warranty period and for any annual support period for which maintenance fees have been paid in full by Licensee, and the Software has not reached its commercial end of life:

- a. Trapeze will maintain (i) the Software so that it operates in conformity in all material respects with the descriptions and specifications for the Software set forth in the Documentation, and (ii) one (1) instance of the Software in a test environment and one (1) additional instance of the Software in a production environment;

- b. In the event that Licensee detects any errors or defects in the Software, Trapeze will provide reasonable support services through a telephone software support line from Monday to Friday, 8 am to 8 pm EST (Except North American holidays) and an available twenty-four hours per day line for emergency support in accordance with the Trapeze Service Standards identified in Exhibit D. Upon registration by Licensee, Trapeze will also provide Licensee with access to its software support website.
- c. Trapeze will post notices of available version Upgrades of the Software Under Maintenance on its website and copies of the release notes for download. Licensee agrees to install updates and Upgrades in a timely manner and further agrees that Trapeze shall provide maintenance services only for the current release of the Software and all other releases whose version number begins with either the same number or two previous numbers left of the left most dot. If Trapeze provides support for versions of the Software other than those specified above, such support will be treated, billed, and paid for, as additional Services. Any support for such additional Services that will be billed separately by Trapeze must be agreed in advance and in writing by the Parties.
- d. Documentation for Software Difficulty: Upon the identification of a possible fault or difficulty within any of the Software to be supported hereunder, Licensee shall promptly issue a trouble report to Trapeze 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) Version number of Software and severity/impact to Licensee's operations;
 - e) Contact name and phone number.

The trouble report information may also be communicated verbally to Trapeze via telephone. Trapeze shall forward the trouble report to the designated repair technician.

- e. Software Excluded from Maintenance The Parties agree that the above maintenance services shall not apply to maintenance of Third Party Software and Trapeze shall be under no obligation to provide any maintenance services to the Licensee with respect to such third party Software. Trapeze shall be the first point of contact with respect to embedded Third Party Software but remedial services may be required from the respective third party provider. 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 Software which are caused by the actions or omissions of the Licensee, its employees, contractors or vehicle riders described in the following sentence. In the event that Software is subjected to any of the conditions below by Licensee or any third parties, such Software shall be excluded from maintenance service coverage:
 - a) Software subjected to negligence;
 - b) Software subjected to cannibalization or vandalism;
 - c) Software subjected to alteration or repair in a manner which conflicts with Trapeze's written repair procedures, specifications, or license terms;
 - d) Software subjected to inadequate handling;
 - e) 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.
- f. Disclaimer Trapeze does not represent or warrant that the Software under maintenance shall meet all of Licensee's particular requirements; or the operation of the Software under maintenance shall be error-free or uninterrupted. Additionally, Trapeze makes no representations

with respect to any third party tablets that are procured by the Licensee.

7. Payment Upon execution of this Agreement, Licensee will issue a Purchase Order to Trapeze, for the fees and related expenses as set out in Exhibit B, attached hereto.

Licensee shall pay annual maintenance fees to Trapeze as provided in Exhibit B (the “**Maintenance Fee**”), attached hereto. All periodic Maintenance Fees for Software covered under Exhibit B will be computed on a calendar annual basis, and will be pro-rated to meet a common date as set forth in Exhibit B. This fee shall be subject to change as set out in Exhibit B. Licensee shall issue a Purchase Order annually specifying the amount set forth in the Trapeze invoice for maintenance services, and the Purchase Order shall be governed by the terms and conditions of this Agreement. In the event that either Party wishes to terminate the maintenance services to be provided under this Agreement with regards to a product, the terminating Party must provide the other Party with no less than ninety (90) days written notice of such termination before the expiration of the then current maintenance period, during which ninety (90) day period the applicable maintenance fees will remain payable. Trapeze may suspend provision of any maintenance services during any period of time during which the applicable maintenance fees remain unpaid by Licensee.

For Software purchased under this Agreement, Trapeze will invoice Licensee for the Software license fees and services fees as set out in and according to Exhibit B. Trapeze will invoice Licensee monthly for the Services provided, in accordance with Exhibit B. The total amounts due for all service fees, modifications fees, and expense are firm fixed amounts and will be invoiced on that basis. The Purchase Order shall be governed exclusively by the terms and conditions of this Agreement.

Licensee shall pay invoices within thirty (30) days of receipt. In the event of an invoice dispute, Licensee shall have five (5) business days from date of receipt of invoice to advise Trapeze of the reasons for disputing the invoice in question. If Trapeze has not received such notification within such time frame, the invoice in question shall be deemed accepted by Licensee. Overdue undisputed payments will bear interest at the annual rate of ten percent (10%) on the amount outstanding from the date when payment is due until the date payment in full is received by Trapeze. Licensee will also be responsible for payment of all applicable taxes and other levies, including sales and use taxes, and this obligation will survive termination of this Agreement. If Licensee has a tax exemption certificate, a copy of the certificate must be provided to Trapeze upon signing of this Agreement to avoid payment of the applicable tax to Trapeze.

8. Trade Secrets Licensee acknowledges that all Trade Secrets relating to or concerning the Software, including any modifications made thereto, are owned by Trapeze or Trapeze has the applicable rights of use and Licensee will maintain the Trade Secrets in strict confidence and not disclose the Trade Secrets to any third party without Trapeze’s prior written consent. Licensee shall prohibit any persons other than Licensee employees from using any components of the Software and Licensee shall restrict the disclosure and dissemination of all Trade Secrets reflected in the Software to Licensee’s employees who are bound to respect the confidentiality of such Trade Secrets. These obligations of confidentiality will survive termination of this Agreement.

The Parties acknowledge that any Confidential Information disclosed to either Party pursuant to this Agreement shall remain the property of the respective Party. Either Party shall maintain in confidence and not disclose the same, directly or indirectly, to any third party without the other Party’s prior written consent. Both Parties further acknowledge that a breach of this section would cause irreparable harm to the other Party for which money damages would be inadequate and would entitle the non-breaching Party to injunctive relief and to such other remedies as may be provided by law.

Notwithstanding anything to the contrary in Section 8 or in any other provision of this Agreement,

Trapeze acknowledges that Licensee is a governmental entity subject to the Public Information Act, Chapter 552, Texas Government Code (“the Act”). Licensee will maintain confidentiality as provided in this Agreement, to the extent permitted by applicable law and agrees that, as required by the Act, it will notify Trapeze if a request relating to such proprietary information is received. Trapeze represents that it understands that the Act excepts disclosure of trade secrets and confidential commercial information and that it will need to assert the proprietary interest of Trapeze as a basis for nondisclosure.

9. Media and Publication Licensee shall not communicate with representatives of the general or technical press, radio, television or other communications media regarding the work under this Agreement without prior written consent of Trapeze, which such consent shall not be unreasonably withheld. Neither Licensee nor any of its personnel shall publish or reproduce or arrange press releases regarding Trapeze without the prior written consent of Trapeze upon such terms as may be agreeable to Trapeze. Trapeze reserves the right to publish the results of the work done under this Agreement with Licensee’s consent, which shall not be unreasonably withheld.

10. Force Majeure Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including, but not limited to: any incidence of fire or flood; acts of God or the public enemy; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; acts of war (whether declared or undeclared); terrorism; strikes; any acts, restrictions, regulations, by-laws, refusals to grant a license or permission; prohibitions or measures of any kind on the part of any authority; freight embargoes; or delays of either Party’s suppliers for like causes (“**Force Majeure**”), provided evidence of such Force Majeure is presented to the other Party, and provided further that such non-performance is unforeseeable, beyond the control, and is not due to the fault or negligence of the Party. Either Party shall use commercially reasonable efforts to remove or overcome the cause of Force Majeure and resume work as soon as possible.

Both Parties shall keep in contact with each other as to the status of such Force Majeure and shall agree in writing to a restart date when the facts or matters giving rise to such Force Majeure have concluded and further delays are not foreseen. Upon reengagement of the services to be provided hereunder, Trapeze and Licensee will formulate and agree upon an updated project schedule, taking into account the timeframe that has passed since the work stoppage, necessary time to resume or re-create any previously completed tasks due to damaged or missing equipment and any associated time periods for shipment and/or manufacture of equipment.

11. Remote Access Upon request, Licensee shall provide Trapeze with the right to establish a remote connection to Licensee’s computer(s) on which the Software is installed, so as to enable Trapeze to monitor the operation of the Software.

12. Intellectual Property Indemnification In the event of an intellectual property infringement claim by a third party, Trapeze will defend Licensee in respect of any such claims based on the claim that the Software infringes the intellectual property rights of that third party. Trapeze will pay any award rendered against Licensee by a court of competent jurisdiction in such action, provided that Licensee gives Trapeze prompt notice of the claim and Trapeze is permitted to have full and exclusive control of any defense. If all or any part of the Software becomes, or in Trapeze’s opinion is likely to become, the subject of such a claim, Trapeze may either modify the Software to make it non-infringing or terminate this Agreement as it relates to the infringing portion of the Software. This is Trapeze’s entire liability concerning intellectual property infringement. Trapeze will not be liable for any infringement or claim based upon any modification of the Software developed by Licensee or any other third party, or use of the Software in combination with software or other technology not supplied or approved in advance by Trapeze, or use of

the Software contrary to this Agreement or the Documentation.

13. Limitation of Liability

(a) Trapeze and Licensee do not rely on and will have no remedy arising from any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. The only remedy available to Licensee for breach of warranty is for breach of contract under the terms of this Agreement. This does not preclude a claim for fraud.

(b) Trapeze does not guarantee the privacy, security, authenticity or non-corruption of any information transmitted through the internet or any mobile or wireless network, or any information stored in any system connected to the internet or to any mobile or wireless network. Trapeze shall not be responsible for any claims, damages, costs or losses whatsoever arising out of or in any way related to Licensee's connection to or use of the internet or of any mobile or wireless network.

(c) Trapeze will not be liable to Licensee or any third party for any claims, expenses, damages, costs or losses whatsoever arising out of or in any way related to:

(i) Licensee's use of map or geographical data, owned by Licensee or any third party, in conjunction with the Software or otherwise; or

(ii) Licensee's use of the Software insofar as such Software may be used to store, transmit, display, disclose or otherwise use data or information which is considered private, confidential, proprietary or otherwise exempt from public disclosure under applicable law.

(d) Trapeze's aggregate liability and responsibility for any claims, damages, costs or losses whatsoever arising either jointly or solely from or in connection with this Agreement or the use of the Software (whether or not in the manner permitted by this Agreement) including claims for breach of contract, tort, misrepresentation, or otherwise, or the development, modification or maintenance of the Software will be absolutely limited to the amount of the license fees paid by Licensee.

(e) Trapeze will not be liable to the Licensee or any third party for losses or damages suffered by Licensee or any third party which fall within the following categories:

- i. incidental, consequential, special, exemplary or punitive damages, whether foreseeable or not;
- ii. special damages even if Trapeze was aware of circumstances in which special damages could arise;

iii. indirect damages, including those for loss of profits, anticipated savings, business opportunity, goodwill, or loss of information of any kind, whether foreseeable or not.

(f) Paragraphs (d) and (e) do not apply to claims arising out of death or personal injury caused by Trapeze's gross negligence or fraudulent misrepresentation.

14. Indemnification: NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TRAPEZE WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, LICENSEE AND LICENSEE'S OFFICIALS, EMPLOYEES, CONTRACTORS, AND AGENTS, FROM ANY AND ALL CLAIMS FROM THIRD PARTIES TO THE EXTENT RESULTING DIRECTLY FROM THE NEGLIGENT ACTS OR OMISSIONS OF TRAPEZE AND/OR TRAPEZE'S CONTRACTORS, SUBCONTRACTORS, AGENTS, EMPLOYEES, AND/OR OFFICERS INCLUDING BUT NOT LIMITED TO CLAIMS INVOLVING ANY BODILY INJURY, DEATH, PROPERTY DAMAGE, PROPERTY LOSS, INTELLECTUAL PROPERTY RIGHT INFRINGEMENT, BREACH OF PRIVACY, RELEASE OF CONFIDENTIAL INFORMATION, AND/OR CONTRACT INFRINGEMENT. WITHOUT MODIFYING ANY CONDITIONS ABOVE, LICENSEE WILL PROMPTLY FORWARD TO TRAPEZE EVERY DEMAND, NOTICE, SUMMONS, OR OTHER PROCESS RECEIVED BY LICENSEE IN ANY CLAIM OR LEGAL PROCEEDING CONTEMPLATED HEREIN.

15. Insurance:

15.1 Trapeze will maintain the following:

15.1.1 Commercial General Liability Insurance written on an occurrence for providing coverage at a minimum for premises and operations liability, products and completed operations liability, personal and advertising injury, contractual liability, broad-form property damage, and coverage for work performed by independent contractors when work is performed on behalf of Trapeze. The minimum amounts for the Commercial General Liability insurance are \$1,000,000 for bodily injury per occurrence and \$1,000,000 for property damage per occurrence.

15.1.2 If required by law, worker compensation insurance in the amounts required by law.

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

15.2 Trapeze will name the Licensee, its officials, employees, agents, and contractors as additional insured in all insurance policies required above. To the extent allowable by law, Trapeze's insurance shall be primary insurance as it related to the Licensee, its officials, employees, agents, and contractors. The Licensee's insurance, if any, will only act as excess insurance and shall not contribute to Trapeze's insurance.

15.3 Prior to undertaking any services under this Agreement Trapeze, at no expense to the Licensee shall furnish to the Licensee a standard certificate of insurance and a copy of all original endorsements.

15.4 Any waivers of any of the insurance requirements above must be approved in advance in writing by the Licensee's Risk Manager.

16. Termination The license granted by this Agreement is effective on effective date and shall terminate on August 31, 2027.

(a) Either party may terminate this Agreement or any part of it for its convenience upon ninety (90) calendar days' prior written notice to the other Party.

(b) Either party may terminate this Agreement if the other party is in material breach of any term or condition of this Agreement, and fails to cure such default within thirty (30) days after receipt of written notice of such default. Without limitation, the following are deemed material breaches under this Agreement: (i) Licensee fails to pay any amount when due hereunder; (ii) Licensee becomes insolvent or any proceedings will be commenced by or against Licensee under any bankruptcy, insolvency or similar laws or (iii) Licensee breaches the license rights granted herein or violates Trapeze's intellectual property rights.

(c) If Licensee develops software that is competitive with the Software, or Licensee is acquired by or acquires an interest in a competitor of Trapeze, Trapeze shall have the right to terminate this Agreement immediately.

(d) Licensee agrees that in the event that in Trapeze's sole opinion the Software reaches end of its commercial viability (commercial end of life) at a future point in time Trapeze shall be able to terminate this Agreement with respect to the maintenance services to be provided herein. In the event of such termination, Trapeze shall provide Licensee with a one (1) year notice prior to termination of maintenance services.

(e) In the event Licensee terminates this Agreement for any reason, Licensee shall pay Trapeze for all license fees and service fees then due, and all costs incurred up to and including the date of termination.

(f) If this Agreement is terminated, Licensee will immediately return to Trapeze all copies of the Software, the Documentation and other materials provided to Licensee pursuant to this Agreement, except as required by law and Licensee's document retention procedures.

17. Assignment Neither party may assign this Agreement, or any of its interest herein, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided, however, that with 90 days prior written notice to other party, no such prior approval shall be required for an assignment in connection with a sale of all or substantially all of a Party's business related to the subject matter of this Agreement or any merger, sale of a controlling interest or other change of control of such Party. This Agreement shall apply to and bind the successors and permitted assigns of the Parties.

18. Applicable Law This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, USA.

19. Survival The parties hereto agree that any provisions of this Agreement requiring performance or fulfillment by either party after the termination of this Agreement shall survive such termination.

20. Severability If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable or void and does not relate to the payments to be made to Trapeze. If the remainder of this Agreement, as the case may be, shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law.

21. Notices All notices hereunder shall be in writing and shall be duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective addresses of the parties appearing on page one of this Agreement. Any notice given shall be deemed to have been received on the date when it is delivered if delivered personally, or, if mailed, on the fifth business day following the mailing thereof. Either party may change its address for notices by giving notice of such change as required in this section.

22. Audits Licensee's use of any of the Software is limited to the operational characteristics and such other usage restrictions as are set forth in this Agreement, including but not limited to Exhibit A. Software may contain or, subject to five (5) days written prior notice Trapeze will have the right to install, a reporting tool that audits and transmits information periodically to Trapeze regarding the usage and operational characteristics of the Software. The purpose of any audit will be to verify compliance with the terms and conditions of this Agreement. Licensee acknowledges that the Software may include license keys, password protection, anti-copying subroutines and other security measures designed to limit usage of the Software to that which is licensed hereunder. Such measures shall not interfere with Licensee's normal and permitted operation of the Software as licensed hereunder. Licensee and Trapeze will amend the Agreement to account for any increased operational characteristics revealed by an audit and Licensee shall promptly pay to Trapeze any amounts shown by any audits to be owing to Trapeze.

23. Waiver No action or failure to act by Trapeze shall constitute a waiver of any right or duty afforded it under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing. The express provision herein for certain rights and remedies of Licensee shall not be construed to deprive Trapeze of any other rights and remedies to which it would otherwise be entitled under applicable law.

24. Counterparts This Agreement may be approved by the signatories by counterparts delivered electronically or by courier, which when properly executed by each respective party and read together shall comprise a fully executed Agreement.

25. Independent Contractor It is understood that in the performance of the Agreement, services and/or sale of goods under this Agreement, Trapeze is acting solely as an independent contractor. Nothing in this Agreement shall be construed or implied to create a joint venture, partnership, corporation, or business association.

EXHIBIT A

Summary of Software Products

Listing of Pre-Existing Software Under Maintenance:
FX
Blockbuster
Google Export
INFO SMS/EMAIL
INFO RMD
INFO WEB
INFO COM
INFO BASE
INFO QR Code
INFO TransitNOW

EXHIBIT B
Summary of Maintenance Pricing and Payment Schedule

(follows this page)

SUN METRO Maintenance Schedule

Product	Term	Operational Characteristics	Value	Notes
FX FX FX FX	September 1, 2023 - August 31, 2024 September 1, 2024 - August 31, 2025 September 1, 2025 - August 31, 2026 September 1, 2026 - August 31, 2027	up to 200 peak vehicles & 3 w/s up to 200 peak vehicles & 3 w/s up to 200 peak vehicles & 3 w/s up to 200 peak vehicles & 3 w/s	\$ 42,282 \$ 46,658 \$ 48,991 \$ 51,440	Contracted
Blockbuster Blockbuster Blockbuster Blockbuster	September 1, 2023 - August 31, 2024 September 1, 2024 - August 31, 2025 September 1, 2025 - August 31, 2026 September 1, 2026 - August 31, 2027	up to 200 peak vehicles up to 200 peak vehicles up to 200 peak vehicles up to 200 peak vehicles	\$ 18,946 \$ 20,906 \$ 21,952 \$ 23,049	Contracted
Google Export Google Export Google Export Google Export	September 1, 2023 - August 31, 2024 September 1, 2024 - August 31, 2025 September 1, 2025 - August 31, 2026 September 1, 2026 - August 31, 2027	up to 110 peak fixed route vehicles up to 110 peak fixed route vehicles up to 110 peak fixed route vehicles up to 110 peak fixed route vehicles	\$ 4,612 \$ 5,089 \$ 5,344 \$ 5,611	Contracted
INFO SMS/EMAIL INFO SMS/EMAIL INFO SMS/EMAIL INFO SMS/EMAIL	September 1, 2023 - August 31, 2024 September 1, 2024 - August 31, 2025 September 1, 2025 - August 31, 2026 September 1, 2026 - August 31, 2027	up to 124 peak vehicles up to 124 peak vehicles up to 124 peak vehicles up to 124 peak vehicles	\$ 4,498 \$ 4,723 \$ 4,959 \$ 5,207	Contracted
INFO RMD INFO RMD INFO RMD INFO RMD	September 1, 2023 - August 31, 2024 September 1, 2024 - August 31, 2025 September 1, 2025 - August 31, 2026 September 1, 2026 - August 31, 2027	up to 124 peak vehicles up to 124 peak vehicles up to 124 peak vehicles up to 124 peak vehicles	\$ 5,292 \$ 5,557 \$ 5,835 \$ 6,127	Contracted
INFO WEB INFO WEB INFO WEB INFO WEB	September 1, 2023 - August 31, 2024 September 1, 2024 - August 31, 2025 September 1, 2025 - August 31, 2026 September 1, 2026 - August 31, 2027	up to 124 peak vehicles up to 124 peak vehicles up to 124 peak vehicles up to 124 peak vehicles	\$ 12,250 \$ 12,862 \$ 13,505 \$ 14,181	Contracted
INFO COM INFO COM INFO COM INFO COM	September 1, 2023 - August 31, 2024 September 1, 2024 - August 31, 2025 September 1, 2025 - August 31, 2026 September 1, 2026 - August 31, 2027	up to 130 peak vehicles & 1199 booked trips up to 130 peak vehicles & 1199 booked trips up to 130 peak vehicles & 1199 booked trips up to 130 peak vehicles & 1199 booked trips	\$ 11,645 \$ 12,227 \$ 12,839 \$ 13,481	Contracted
INFO BASE INFO BASE INFO BASE INFO BASE	September 1, 2023 - August 31, 2024 September 1, 2024 - August 31, 2025 September 1, 2025 - August 31, 2026 September 1, 2026 - August 31, 2027	up to 124 peak fixed route vehicles up to 124 peak fixed route vehicles up to 124 peak fixed route vehicles up to 124 peak fixed route vehicles	\$ 17,554 \$ 18,431 \$ 19,353 \$ 20,321	Contracted

SUN METRO Maintenance Schedule

Product	Term	Operational Characteristics	Value	Notes
INFO QR Code	September 1, 2023 - August 31, 2024	up to 124 peak vehicles	\$ 6,642	Contracted
INFO QR Code	September 1, 2024 - August 31, 2025	up to 124 peak vehicles	\$ 6,974	
INFO QR Code	September 1, 2025 - August 31, 2026	up to 124 peak vehicles	\$ 7,323	
INFO QR Code	September 1, 2026 - August 31, 2027	up to 124 peak vehicles	\$ 7,689	
INFO TransitNOW	September 1, 2023 - August 31, 2024	up to 124 peak vehicles	\$ 6,780	Contracted
INFO TransitNOW	September 1, 2024 - August 31, 2025	up to 124 peak vehicles	\$ 7,119	
INFO TransitNOW	September 1, 2025 - August 31, 2026	up to 124 peak vehicles	\$ 7,474	
INFO TransitNOW	September 1, 2026 - August 31, 2027	up to 124 peak vehicles	\$ 7,848	

Summary	
Years	Total
September 1, 2024 - August 31, 2025	\$ 140,547
September 1, 2025 - August 31, 2026	\$ 147,574
September 1, 2026 - August 31, 2027	\$ 154,953
Total	\$ 443,075

**Trapeze has included only those products currently on maintenance on the list above.
 * Fees do not include any applicable taxes. These will be added at time of invoicing.

EXHIBIT C
Statement of Work

None as of the effective date of this Agreement.

EXHIBIT D

Service Standard for Maintenance of Trapeze Software

Trapeze will use reasonable efforts to correct any Software deficiency or performance anomaly within the time frames established below in order to cause the Software to meet the functional and performance criteria set out in the Documentation for the Software in effect at the time of this Agreement. Unless provided otherwise in this maintenance and support schedule, Trapeze will respond to a trouble report of a Software deficiency or performance anomaly in accordance with the severity level reasonably determined by the Licensee and communicated to Trapeze, based on the following definitions:

Severity Level	Condition	Response Time (Goal)	Resolution Efforts
Priority 1	An error or performance anomaly that renders Software inoperable in a production environment, resulting in the inability to utilize critical system components.	During normal business hours – Immediately After Hours - Within 1 hour	<p>Dedicated staff resources working 24 hours per day, 7 days per week until corrected.</p> <p>Within 4 hours of receipt of Priority 1 report the management of the issue will escalate to the 1st escalation point until corrected.</p> <p>Within 8 hours of receipt of Priority 1 report the management of the issue will escalate to the 2nd and 3rd escalation point until corrected.</p> <p>Within 12 hours of receipt of Priority 1 report the management of the issue will escalate to the 4th escalation point until corrected.</p> <p>Trapeze will remain in regular contact with the Licensee (contact will occur, at a minimum, during escalation points, and every 8 hours thereafter).</p>
* Priority 2	An error or performance anomaly with Software resulting in major inconvenience for users in the production environment or the public.	Within 2 business hours	<p>For the first 48 hours following receipt of Priority 2 report, dedicated staff resources working during normal business hours until corrected.</p> <p>Within 24 hours of receipt of Priority 2 report the management of the issue will escalate to the 1st escalation point until corrected.</p> <p>Within 48 hours of receipt of Priority 2 report the management of the issue will escalate to the 2nd and 3rd escalation point until corrected.</p> <p>Within 5 days of receipt of Priority 2 report the management of the issue will escalate to the 4th escalation point until corrected.</p>

Severity Level	Condition	Response Time (Goal)	Resolution Efforts
			Trapeze will remain in regular contact with the Licensee (contact will occur, at a minimum, during escalation points, and every 24 hours thereafter).
Priority 3	Software issues where the system is functioning but causing minor or short term inconvenience for specific users with critical positions using the production environment.	Within 1 business day	Working on the issue during normal business hours with the same efforts as are employed for other Priority 3 reports.
Priority 4	General questions; Software issues resulting in minor inconvenience for non-critical positions using the production environment or testing using a test environment. Includes; Hardware Support (RMA requests)	Within 1 business day	Working on the issue during normal business hours with the same efforts as are employed for other Priority 4 reports.

* If Trapeze’s resolution efforts result in a work around that leads Licensee to experience an improvement in the conditions it is reporting, the severity level will be lowered accordingly. For example, where a Priority 1 report is resolved by Trapeze to the point where the Licensee is experiencing conditions associated with a Priority 2 severity level, the Priority 1 report will be reclassified as a Priority 2 report, at which time Trapeze shall be deemed to be in “receipt of a Priority 2 report” and Priority 2 resolution efforts shall apply.

Escalation Management Matrix

Trapeze strives to provide exceptional customer support services. If this level of service is not experienced, it is important for our customers to have the ability to escalate their concerns so appropriate actions can be taken.

All support issues are logged first with our customer care organization to ensure that all required details can be recorded and allow the customer care team to attempt to resolve the issue within the service level objectives.

First level Escalation Point

Product Line Manager or comparable role

If you are concerned that your issue is not being progressed in a satisfactory manner, please refer this to the Product Line Manager.

Second Level Escalation Point

Escalation Manager or comparable role

If you feel your escalation is not being handled at 1st Level escalation, please refer this to the Escalation Manager.

Third Level Escalation Point

Customer Care Director or comparable role

If you feel your escalation is not being handled at 2nd Level escalation, please refer this to the Customer Care Director.

Fourth Level Escalation Point

Vice President of Customer Care or comparable role

If you feel your escalation is not being handled at 3rd Level escalation, please refer this to the Vice President of Customer Care.

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 Brian Canivet

Business Name Trapeze Group Software Inc.

Agenda Item Type New Contract

Relevant Department Sun Metro

2024-0514 Trapeze License and Maintenance

Supplier Name: Trapeze Group Software Inc.

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

Previous versions obsolete

