



## **AGENDA FOR THE MASS TRANSIT DEPARTMENT BOARD MEETING**

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**October 08, 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: 586-561-497#**

**AND**

**AGENDA REVIEW MEETING  
COUNCIL CHAMBERS, CITY HALL  
300 N. CAMPBELL AND VIRTUALLY  
October 7, 2024  
9:00 AM**

**Teleconference phone number: 1-915-213-4096  
Toll free number: 1-833-664-9267  
Conference ID: 237-529-610#**

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

Via the City's website. <http://www.elpasotexas.gov/videos>  
Via television on City15,  
YouTube: <https://www.youtube.com/user/cityofelpasotx/videos>

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

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

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

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

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

**ROLL CALL**

**CALL TO THE PUBLIC – PUBLIC COMMENT:**

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

Members of the public may communicate with Board Members during public comment, and regarding agenda items by calling 1-915-213-4096 or toll free number 1-833-664-9267 at the prompt please enter the following Conference ID: 586-561-497#

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 September 10, 2024. [24-1356](#)

**All Districts**

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

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

2. Request to excuse Board Member Joe Molinar from the October 8, 2024, Mass Transit Department Board Meeting. [24-1355](#)

**All Districts**

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

**REGULAR AGENDA - OPERATIONAL FOCUS UPDATES**

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

- 3. Operational update on the Mass Transit Department - Sun Metro. [24-1348](#)

**All Districts**

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

**REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:**

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

- 4. Strategic Goal 7 - Enhance and Sustain El Paso's Infrastructure Network [24-1349](#)

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

**Award Summary:**

Discussion and action on the award of Solicitation 2024-0362 Lubricants for Transit Fleet to MJ Mader Enterprises, Inc. dba Bio Dyne Chemical Company for an initial term of three (3) years for an estimated amount of \$941,868.00. The award also includes a two (2) year option for an estimated amount of \$627,912.00. The total contract time is for five (5) years for a total estimated amount of \$1,569,780.00. This contract will allow Sun Metro to purchase lubricants required to maintain the bus fleet in a timely manner and to provide a dependable fleet of buses to the City of El Paso and to the citizens.

**Contract Variance:**

The difference based in comparison to the previous contract is as follows: A decrease of \$210,732.00, which represents a 18.28% decrease due to lower unit prices.

Department: Mass Transit (Sun Metro)

Award to: MJ Mader Enterprises, Inc. dba Bio Dyne Chemical Company

City & State: El Paso, TX

Item(s): All

Initial Term: 3 Years

Option Term: 2 Years

Total Contract Time: 5 Years

Annual Estimated Award: \$313,956.00

Initial Term Estimated Award: \$941,868.00

Option Term Estimated Award: \$627,912.00

Total Estimated Award \$1,569,780.00

Account(s) 560 - 3200 - 60040 - 522205 - P6017

Funding Source(s): Sun Metro Operating Fund

District(s): All

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing and Mass Transit (Sun Metro) departments recommend award as indicated to MJ Mader Enterprises, Inc. dba Bio Dyne Chemical Company, the lowest responsive and responsible bidder.

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.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

**All Districts**

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

**REGULAR AGENDA - OTHER BUSINESS:**

**Goal 7: Enhance and Sustain El Paso's Infrastructure Network**

5. Discussion and action on a Resolution authorizing the Mayor to sign an Interlocal Agreement by and between City of El Paso, the El Paso Area Transportation Services, and the County of El Paso, to provide paratransit service users within their jurisdiction the opportunity to travel to and from the Service areas with minimal interruptions and as effortlessly as possible to increase the efficiency and effectiveness of the transit system within the region.

[24-1350](#)

**All Districts**

Sun Metro Mass Transit, Anthony R. DeKeyzer, (915) 212-3306  
Sun Metro Mass Transit, Jerry DeMuro, (915) 212-3470

**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](mailto: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](mailto: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

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**File #: 24-1356, Version: 1**

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.  
No Title's, No emails. Please use ARIAL 10 Font.*

**All Districts**

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

**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 September 10, 2024.



**MASS TRANSIT DEPARTMENT BOARD MINUTES  
CITY COUNCIL CHAMBERS  
SEPTEMBER 10, 2024**

A meeting of the Mass Transit Department Board was called to order at 10:13 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, Henry Rivera, Art Fierro, and Chris Canales. Board Member Isabel Salcido was absent.

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**NOTICE TO THE PUBLIC:**

Motion made by Board Member Kennedy, seconded by Board Member Molinar, and unanimously carried to **APPROVE, AS REVISED**, 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, Fierro, Rivera, and Canales  
NAYS: None  
ABSENT: Board Member Salcido

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**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 August 13, 2024, and the Special Mass Transit Department Board meeting of August 20, 2024.
- 

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

2. **NO ACTION** was taken on this item.
- 

3. \*Motion made, seconded, and unanimously carried to **MOVE** the item to the **REGULAR AGENDA**.

## RESOLUTION

**WHEREAS**, the City of El Paso’s Mass Transit Department (Sun Metro) receives financial assistance from the Federal Transit Administration (FTA); and

**WHEREAS**, the FTA requires transit operations who are recipients of its funds, such as Sun Metro, establish an anti-drug use and alcohol misuse program that includes an anti-drug and alcohol misuse policy statement adopted by the transit operator’s local governing board; and

**WHEREAS**, Sun Metro implemented a Drug and Alcohol Policy on March 29, 2007 and has revised the policy throughout the years to remain in compliance with the law; and

**WHEREAS**, in order to remain in compliance with the FTA requirements found in 49 CFR Part 655, the City of El Paso wishes to authorize and adopt the updated version of Sun Metro’s Anti-drug and alcohol misuse policy (“the policy”) attached to this resolution as Attachment “A”.

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

1. That, the Sun Metro Anti-drug and Alcohol misuse policy attached to this resolution as Attachment “A” is approved and adopted; and
2. That the City Manager, or designee, is authorized to effectuate the policy, execute any documents and perform any actions necessary to effectuate the intent of this resolution; and
3. That the Director of the City of El Paso’s Mass Transit Department be authorized to make amendments to the policy and grant exceptions to the policy provided such exceptions do not violate any federal, state or local laws and regulations.

Board Member Hernandez commented.

Board Member Canales commented.

Jerry DeMuro, Deputy Transit Officer, Mass Transit, commented.

Motion made by Board Member Rivera, seconded by Board Member Canales, and unanimously carried to **APPROVE** the Resolution.

AYES: Board Chair Leeser and Board Members Kennedy, Acevedo, Hernandez, Molinar, Fierro, Rivera, and Canales.

NAYS: None

ABSENT: Board Member Salcido

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## REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

### 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 2024-0190 Genfare Support Agreement to Genfare LLC., the sole and authorized distributor for a term of three (3) years for an



estimated amount of \$184,577.00. Supplier will be required to provide an updated sole source letter and affidavit each year. The Software support agreement with Genfare LLC. is for software, hardware maintenance and support requirements currently paid on a-per ticket or per hour basis. Support will be for the fare collection system reporting manager, farebox and ticket vending machines functions.

**Contract Variance:**

The difference based in comparison to the previous contract is as follows: A decrease of \$99,790.24 for the initial term, which represents a 35.09% 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:	Genfare LLC.
City & State:	Elk Grove Village, IL
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Year 1:	\$59,716.00
Year 2:	\$61,508.00
Year 3:	\$63,353.00
Initial Term Estimated Award:	\$184,577.00
Option Term Estimated Award:	N/A
Total Estimated Award:	\$184,577.00
Account(s):	560-3210-60070-531050- P6003
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 Genfare 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, Fierro, Rivera, and Canales.
- NAYS: None
- ABSENT: Board Member Salcido

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5.

**RESOLUTION**

**WHEREAS**, the El Paso Metropolitan Planning Organization (“El Paso MPO”) administers, manages and oversees implementation of the Federal Transit Administration (“FTA”) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Grant Program; and

**WHEREAS**, the MPO is currently accepting applications for the FY 2025-2026 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Grant Program (“Grant”); and

**WHEREAS**, the City of El Paso, Texas (“City”), through its Mass Transit Department (“Sun Metro”), wishes to submit an application for Grant; and

**WHEREAS**, the Grant funding is in the amount of \$224,000 per year, with a total of \$448,000 for both fiscal year 2025 and 2026; and

**WHEREAS**, the Grant requires a cash match of \$56,000 per year, with a total of \$112,000 for both fiscal year 2025 and 2026.

**WHEREAS**, if awarded, the funds received under the Grant would be utilized for improving public transit and funding the purchase of cloud-based software for the LIFT service; and

**WHEREAS**, the project will improve City’s transit system, further the City’s goal to improve accessibility throughout the City and therefore support a high quality of life for the El Paso community.

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

1. **THAT** the City Manager, or designee, is authorized to sign the documents related to the FY 2025-2026 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Grant Program which offers funding in the amount of \$224,000 per year, for a total of \$448,000, and requires a cash match of \$56,000 per year for a total of \$112,000.
2. **THAT** the City shall provide all matching funds, in the amount of \$56,000 per year, with a total of \$112,000 for said grant.
3. **THAT** the City Manager, or designee, is authorized to establish the funding sources, effectuate any budget transfers and sign any agreements, verifications and documents required to apply for this grant and carry out the purpose of this resolution.

Board Member Hernandez commented.

Rodolfo Reyes, Grant Manager, Mass Transit Department, commented.

Motion made by Board Member Fierro, seconded by Board Member Rivera, and unanimously carried to **APPROVE** the Resolution.

AYES: Board Chair Leaser and Board Members Kennedy, Acevedo, Hernandez, Molinar, Fierro, Rivera, and Canales.

NAYS: None

ABSENT: Board Member Salcido

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**ADJOURN**

Motion made by Board Member Hernandez, seconded by Board Member Rivera, and unanimously carried to **ADJOURN** the meeting at 10:23 a.m.

AYES: Board Chair Leeser and Board Members Kennedy, Acevedo, Hernandez, Molinar, Fierro, Rivera, and Canales.

NAYS: None

ABSENT: Board Member Salcido

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Approved as to content:

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Anthony DeKeyzer, Director of Mass Transit



Legislation Text

File #: 24-1355, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.  
No Title's, No emails. Please use ARIAL 10 Font.*

**All Districts**

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

**AGENDA LANGUAGE:**

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

Request to excuse Board Member Joe Molinar from the October 8, 2024, Mass Transit Department Board Meeting.



Legislation Text

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**File #:** 24-1348, **Version:** 1

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**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.  
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**All Districts**

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

**AGENDA LANGUAGE:**

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Operational update on the Mass Transit Department - Sun Metro.

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

**AGENDA DATE:** October 8, 2024

**PUBLIC HEARING DATE:** Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:**

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

**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:**

Operational update on the Mass Transit Department – Sun Metro

**BACKGROUND / DISCUSSION:**

**SELECTION SUMMARY:**

N/A

**CONTRACT VARIANCE:**

N/A

**PROTEST**

N/A

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?  YES  NO

PRIMARY DEPARTMENT: Mass Transit Department

SECONDARY DEPARTMENT:

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

Deputy Transit Officer

*Jerry DeMuro/for*

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Anthony R. Dekeyzer, Director of Mass Transit



CITY OF EL PASO

# Sun Metro Update

October 8, 2024

Strategic Goal: 7 Enhance & Sustain El Paso's Infrastructure Network

Sub Goal: 7.3 Enhance a Regional Comprehensive Transportation System

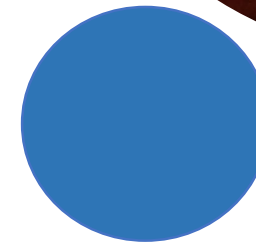


**The Mission of Sun Metro is to connect our El Paso community through high-quality transit services.**

**Sun Metro recognizes that serving the public is our reason for existing and will strive to do whatever possible to assure our public a pleasant experience.**

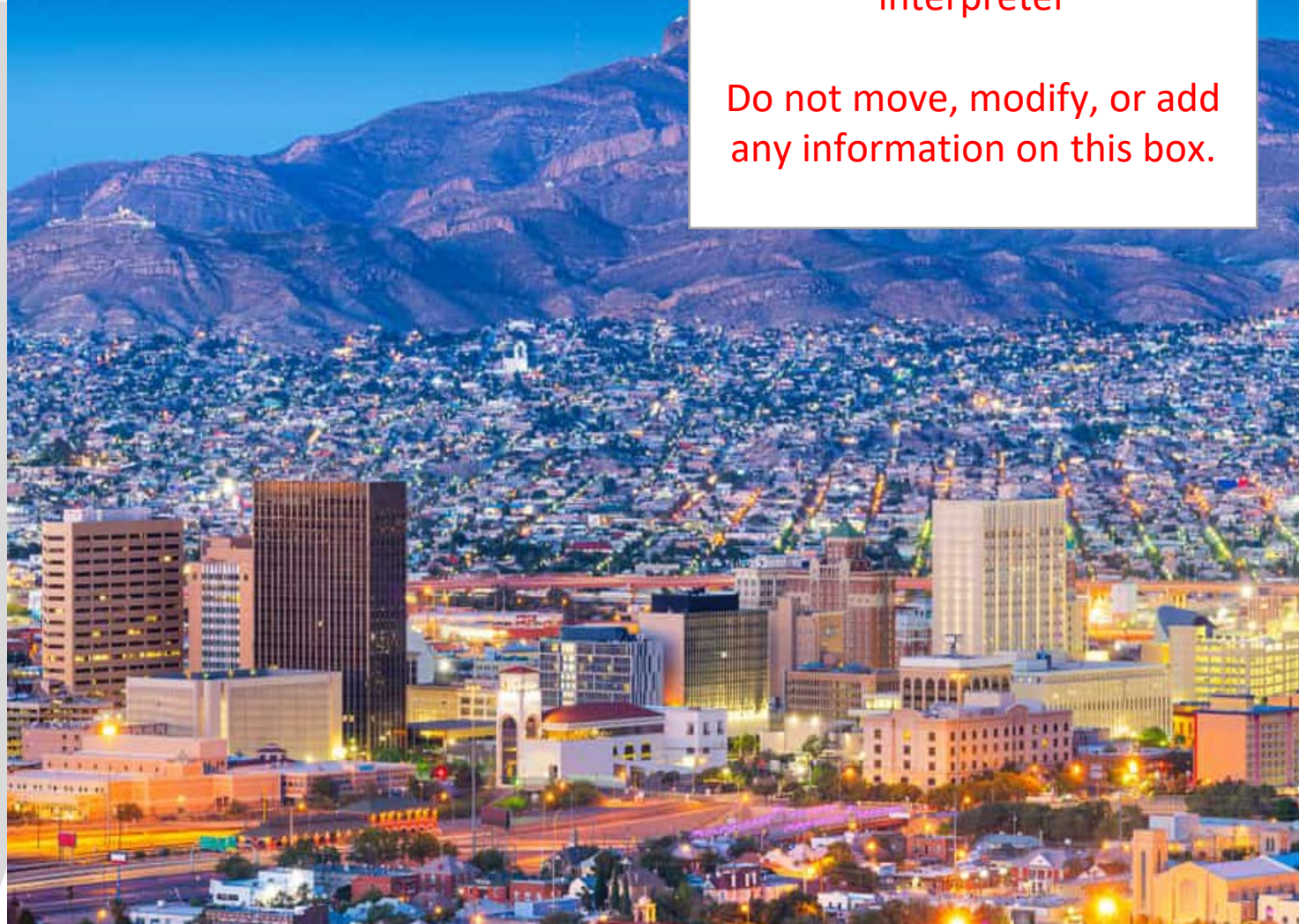
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# Agenda:

- Finance
- Fleet
- Overtime
- Fixed Route
- LIFT
- Streetcar
- Safety
- Future Focus



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interpreter

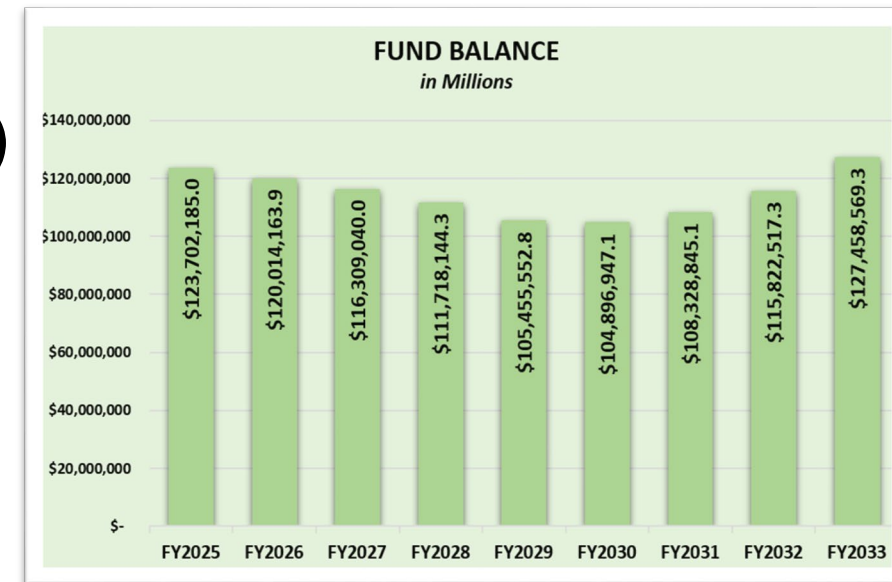
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any information on this box.

# Financial Performance

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- Long-term financial stability with positive Fund Balance projected to remain healthy for several years
- Success capturing discretionary grants (\$44M)
- Best practice management of formula grants (\$23M)
- No budget increase for FY2025
  - With salary increases and inflationary pressures
- There is no planned fare increase in 2025





# Fleet Replacement

- **Fixed Route: Total 74 New Buses by FY 2026:**
  - FY 2024: 32 buses
  - FY 2025: 10 buses
  - FY 2026: 32 buses
- **All Buses will be within the 14-year LIFECYCLE!!!!**
  - **FIRST TIME IN 20+ YEARS!!!**
- **Paratransit: Total 62 New Vehicles by FY 2026:**
  - FY 2025: 17 Cutaways
  - FY 2026: 45 Electric Vehicles
- **All Vans will be with in the 10-year LIFE CYCLE!!!!**

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interpreter

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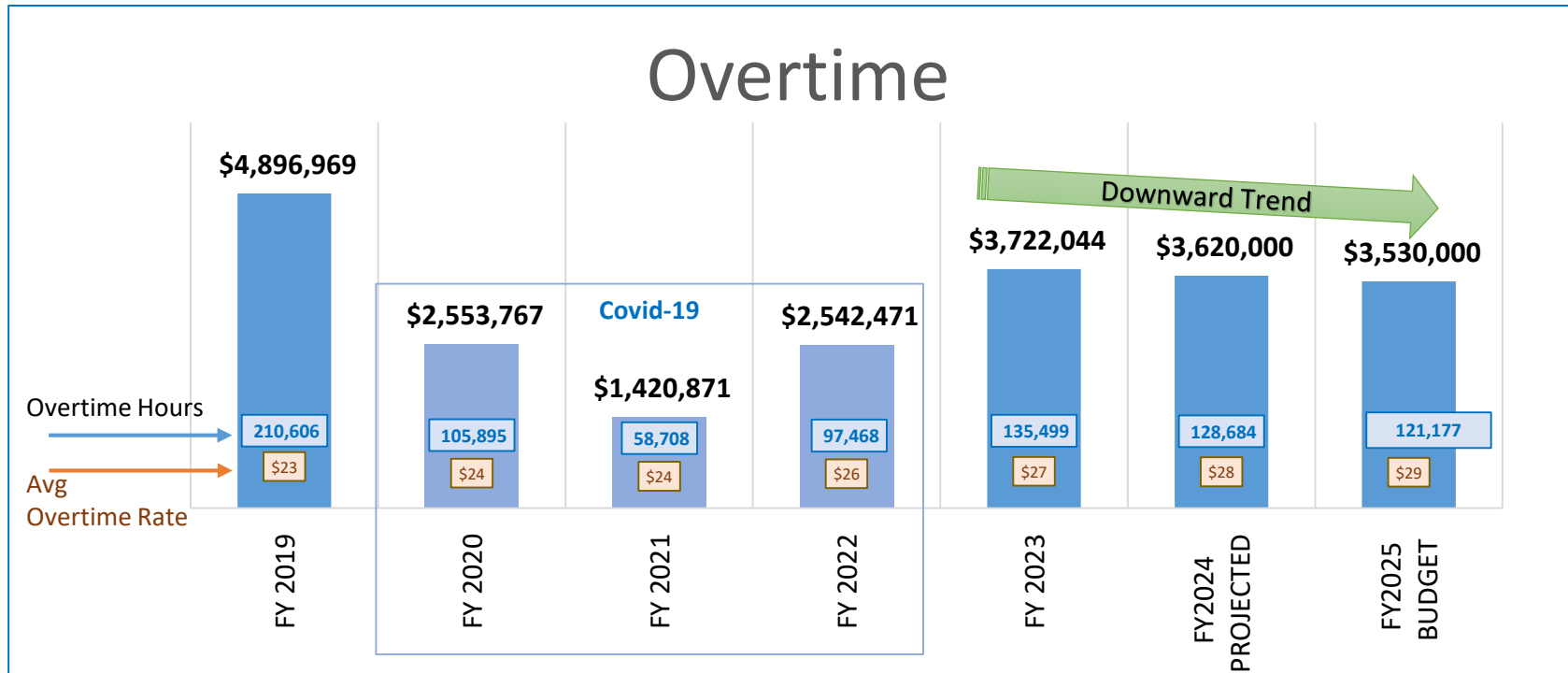


# Overtime Reduction

- **Overtime remains significantly less than pre-COVID:**
  - Saving of \$1.2 million annually
  - Strict oversight and review of overtime
  - Reduced FTE vacancies by 36.6%

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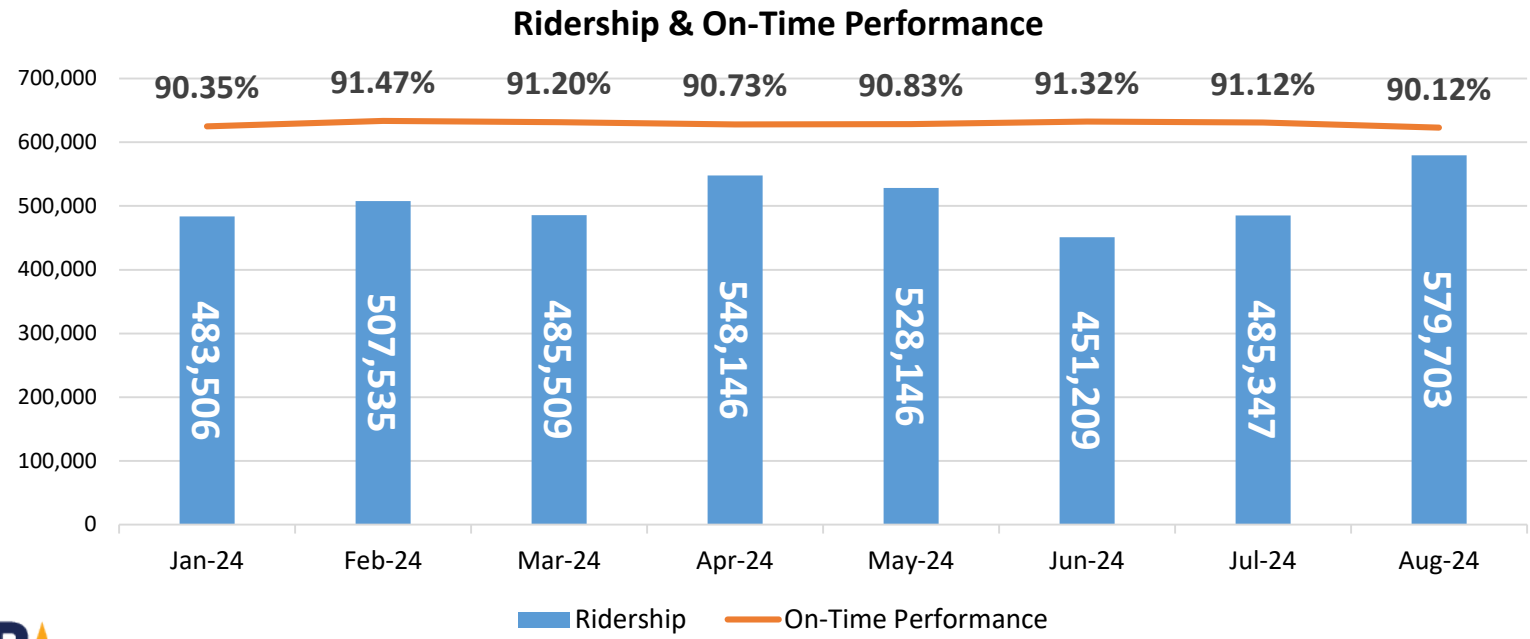


# Fixed Route

- Monthly OTP Average: **91%**
- Monthly Ridership Average: **508,638**
- OTP = 100+ buses within a 10 min window at 8 terminals, 2,349 stops, covering 258 sq miles from 4:10 AM to 10:30 PM.

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# LIFT Operations

**On-Time Performance: Picking up or dropping off a passenger within a 30-minute window**

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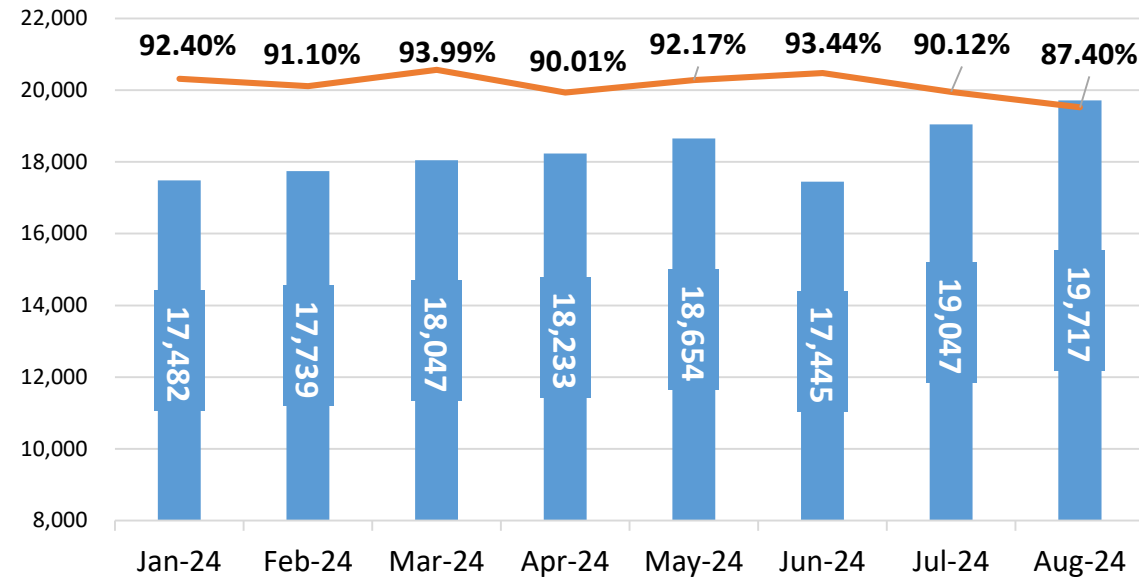
## Average OTP:

- Jan-Aug (2024): **91.3%**
- Jul-Dec (2023): 83.0%

## Average Ridership:

- Jan-Aug 2024: **18,296**
- Jul-Dec 2023: **16,695**

**LIFT RIDERSHIP & ON-TIME PERFORMANCE**

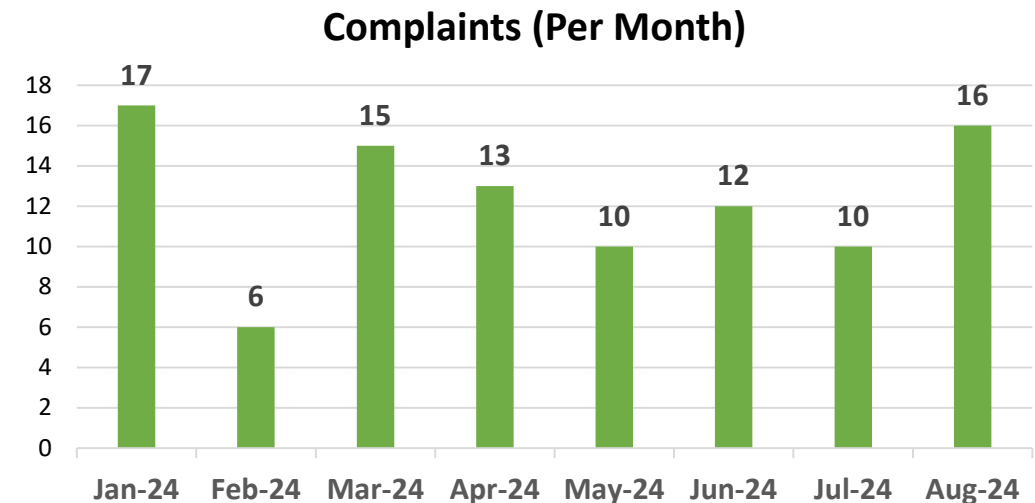


# LIFT Customer Service

- **Average Complaints decreased by: 74.4%**
  - Average per month (Jan-Aug 2024): 12
  - Average per month (Jul-Dec 2023): 48
  - Ridership increase (Aug '23-'24): 1,601
- **Positive Commendations Calls:**
  - 13 on average per month (Jan-Aug 2024)
- **Complaint Mitigation:**
  - Complaint Review Board Weekly

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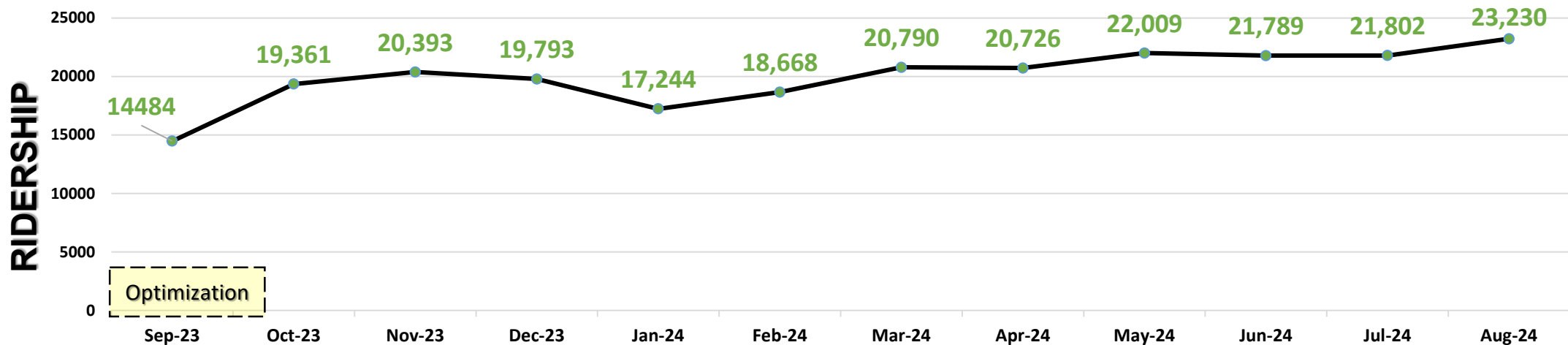


# Streetcar Ridership Increases

- Streetcar Optimization increased average ridership **12,568** riders per month: **168.6%**
  - FY23 Total = **89,474** Riders (Mo. Avg **7,456**)
  - FY24 Total = **240,289** Riders (Mo. Avg **20,024**)
- Projected Optimization Cost: **\$2.7M**
- Actual Optimization Cost: **\$2.7M**

Space reserved for the ASL interpreter

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# Safety

- Fixed Route Operational Miles Per Year: **5.6 Million**

- Over the last 6 months:

- **Accidents decreased: 13.6%**

- Average (Jul-Dec 2023): 12.5

- Average (Jan-Aug 2024): 10.8

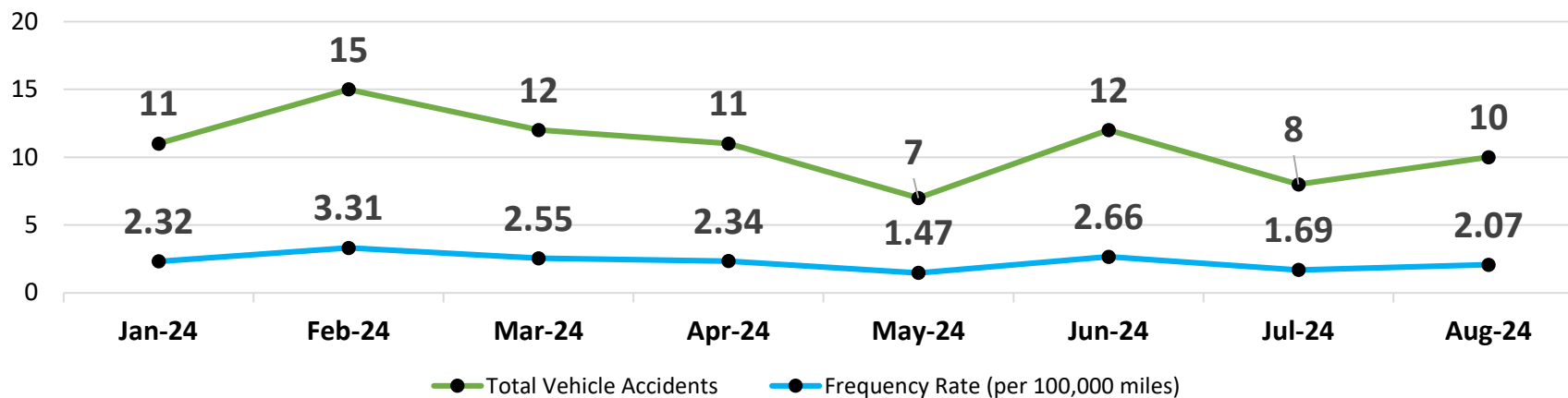
- **Accident Frequency Rate decreased (per 100,000 miles) 13.5%**

- Average per month (Jan-Aug 2024): 2.3

- Average per month (Jul-Dec 2023): 2.7

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.



# Future Operational and Financial Focus

- **Sun Metro Rising:**
  - Increased Frequency / Hours
  - Addition of Micro Transit
  - Restore Sunday Service
- **Vehicle Replacement Beyond FY2028:**
  - Fixed Route Bus Buy Plan
  - Paratransit Vehicle Buy Plan
- **Capital Projects:**
  - Concrete replacement at transit facilities
- **Paratransit Contract:**
  - Annual rate increases

Space reserved for the ASL  
interpreter

Do not move, modify, or add  
any information on this box.



## Mission

Deliver exceptional services to support a high quality of life and place for our community



## Values

Integrity, **R**espect, **E**xcellence,  
**A**ccountability, **P**eople



## Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

## Misión

Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

## Valores

Integridad, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas

## Visión

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño



Legislation Text

File #: 24-1349, Version: 1

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

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**All Districts**

Sun Metro Mass Transit, Anthony R. 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.*

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 award of Solicitation 2024-0362 Lubricants for Transit Fleet to MJ Mader Enterprises, Inc. dba Bio Dyne Chemical Company for an initial term of three (3) years for an estimated amount of \$941,868.00. The award also includes a two (2) year option for an estimated amount of \$627,912.00. The total contract time is for five (5) years for a total estimated amount of \$1,569,780.00. This contract will allow Sun Metro to purchase lubricants required to maintain the bus fleet in a timely manner and to provide a dependable fleet of buses to the City of El Paso and to the citizens.

**Contract Variance:**

The difference based in comparison to the previous contract is as follows: A decrease of \$210,732.00, which represents a 18.28% decrease due to lower unit prices.

Department: Mass Transit (Sun Metro)  
Award to: MJ Mader Enterprises, Inc. dba Bio Dyne Chemical Company  
City & State: El Paso, TX  
Item(s): All  
Initial Term: 3 Years  
Option Term: 2 Years  
Total Contract Time: 5 Years  
Annual Estimated Award: \$313,956.00  
Initial Term Estimated Award: \$941,868.00  
Option Term Estimated Award: \$627,912.00  
Total Estimated Award \$1,569,780.00  
Account(s) 560 - 3200 - 60040 - 522205 - P6017  
Funding Source(s): Sun Metro Operating Fund

District(s): All

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing and Mass Transit (Sun Metro) departments recommend award as indicated to MJ Mader Enterprises, Inc. dba Bio Dyne Chemical Company, the lowest responsive and responsible bidder.

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.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

# 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 Gilbert Fierro

Business Name MJ Mader Enterprises Inc. dba Bio Dyne Chemical Co.

Agenda Item Type 2024-0362 Lubricants for Transit Fleet

Relevant Department Sun Metro - Mass Transit



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


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

OR

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

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

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

Signature:  Date: 4-22-2024

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

**AGENDA DATE:** October 8, 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 award of Solicitation 2024-0362 Lubricants for Transit Fleet to MJ Mader Enterprises, Inc. dba Bio Dyne Chemical Company for an initial term of three (3) years for an estimated amount of \$941,868.00. The award also includes a two (2) year option for an estimated amount of \$627,912.00. The total contract time is for five (5) years for a total estimated amount of \$1,569,780.00.

**BACKGROUND / DISCUSSION:**

This contract will allow Sun Metro to purchase lubricants required to maintain the bus fleet in a timely manner and to provide a dependable fleet of buses to the City of El Paso and to the citizens.

**SELECTION SUMMARY:**

Solicitation was advertised on March 26, 2024 and April 2, 2024. The solicitation was posted on City website on March 26, 2024. There were a total of twenty-three (23) viewers online; four (4) bids were received; two (2) coming from local suppliers.

**CONTRACT VARIANCE:**

The difference based in comparison to the previous contract is as follows: A decrease of \$210,732.00, which represents a 18.28% decrease due to lower unit prices.

**PROTEST**

N/A

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$941,868.00  
Funding Source: Sun Metro Operating Fund  
Account: 560-3200-60040-522205-P6017

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?  YES \_\_\_ NO**

**PRIMARY DEPARTMENT:** Mass Transit (Sun Metro)  
**SECONDARY DEPARTMENT:** Purchasing & Strategic Sourcing

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\*\*\*\*\***REQUIRED AUTHORIZATION**\*\*\*\*\*

**DEPARTMENT HEAD:**

*Jerry DeMuro*

Deputy Transit Officer for

---

Anthony R. Dekeyzer, Director of Mass Transit

Project Form  
Low Bid

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

Please place the following item on the Regular Agenda for the Mass Transit Board Meeting of October 8, 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 award of Solicitation 2024-0362 Lubricants for Transit Fleet to MJ Mader Enterprises, Inc. dba Bio Dyne Chemical Company for an initial term of three (3) years for an estimated amount of \$941,868.00. The award also includes a two (2) year option for an estimated amount of \$627,912.00. The total contract time is for five (5) years for a total estimated amount of \$1,569,780.00. This contract will allow Sun Metro to purchase lubricants required to maintain the bus fleet in a timely manner and to provide a dependable fleet of buses to the City of El Paso and to the citizens.

**Contract Variance:**

The difference based in comparison to the previous contract is as follows: A decrease of \$210,732.00, which represents a 18.28% decrease due to lower unit prices.

Department:	Mass Transit (Sun Metro)
Award to:	MJ Mader Enterprises, Inc. dba Bio Dyne Chemical Company
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$313,956.00
Initial Term Estimated Award:	\$941,868.00
Option Term Estimated Award:	\$627,912.00
Total Estimated Award	\$1,569,780.00
Account(s)	560 – 3200 – 60040 – 522205 – P6017
Funding Source(s):	Sun Metro Operating Fund
District(s):	All

This was a Low Bid Procurement - unit price contract

The Purchasing & Strategic Sourcing and Mass Transit (Sun Metro) departments recommend award as indicated to MJ Mader Enterprises, Inc. dba Bio Dyne Chemical Company, the lowest responsive and responsible bidder.

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.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.



**CITY OF EL PASO  
BID TABULATION FORM**



BID TITLE: Lubricants for Transit Fleet

BID NO: 2024-0362

BID DATE: April 24, 2024

DEPARTMENT: Mass Transit - Sun Metro

Item No.	Description	Unit of Measure	Est. Annual Qty. (A)	Heather Collette Ivy dba A2Z Supplies El Paso, TX Bidder 1 of 4				MJ Mader Enterprises, Inc. dba Bio Dyne Chemical Company El Paso, TX Bidder 2 of 4				NCH Corporation dba Certified Laboratories Irving, TX Bidder 3 of 4				Safety-Kleen Systems, Inc. Norwell, MA Bidder 4 of 4			
				Manufacturer/ Brand Product	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Manufacturer/ Brand Product	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Manufacturer/ Brand Product	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Manufacturer/ Brand Product	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)
1	Transmission Fluid (ZF list of lubricants TE-ML-20F)	55 Gallon	40	Sinopec ATF HD5 Automatic Transmission Fluid	\$ 2,196.00	\$ 87,840.00	\$ 263,520.00	Shell Spirax S6 ATF ZM	\$ 1,840.00	\$ 73,600.00	\$ 220,800.00	TORQUE-GLIDE	\$ 1,724.25	\$ 68,970.00	\$ 206,910.00	Performance Plus	\$ 2,850.00	\$ 114,000.00	\$ 342,000.00
2	Premix 50/50 Antifreeze Red / Extended Life	Bulk/ 55 Gallon	15,000	Arctic Wave R50 HD Extended Life Antifreeze/Coolant 50/50 Red	\$ 9.45	\$ 141,750.00	\$ 425,250.00	Zerex ELC 50/50 Coolant	\$ 8.50	\$ 127,500.00	\$ 382,500.00	RAD COOL ELC 50/50	\$ 28.05	\$ 420,750.00	\$ 1,262,250.00	Performance Plus	\$ 5.35	\$ 80,250.00	\$ 240,750.00
3	Hydraulic Oil Grade 68 Shell or Equivalent	55 Gallon Drum	10	Sinopec Achless 68 AW Zinc-Free Hydrolic Oil	\$ 838.75	\$ 8,387.50	\$ 25,162.50	Warren AW 68 HYD Fluid	\$ 300.00	\$ 3,000.00	\$ 9,000.00	HOC XTREME ISO 68	\$ 990.00	\$ 9,900.00	\$ 29,700.00	Performance Plus	\$ 543.44	\$ 5,434.40	\$ 16,303.20
4	15w-40 Low Ash Natural Gas Motor Oil (Cummins list of lubricants CES 20092)	Bulk/ 55 Gallon	7,000	Sinopec Natural Gas Low Ash SAE 40 Engine Oil	\$ 19.75	\$ 138,250.00	\$ 414,750.00	CITGO Citgard 800 15W40	\$ 13.00	\$ 91,000.00	\$ 273,000.00	SPECTRA NGE0 15W40	\$ 22.00	\$ 154,000.00	\$ 462,000.00	Performance Plus	\$ 12.53	\$ 87,710.00	\$ 263,130.00
5	Moly Extreme Pressure NL GI Grade -2 Based Grease	400 lbs. Drum	6	Sinopec Moly 5% EP-2 High Temp Grease NLGI2	\$ 2,199.00	\$ 13,194.00	\$ 39,582.00	Warren EP #2 3% Moly	\$ 1,100.00	\$ 6,600.00	\$ 19,800.00	PREMALUBE #2	\$ 1,800.00	\$ 10,800.00	\$ 32,400.00	Performance Plus	\$ 2,836.00	\$ 17,016.00	\$ 51,048.00
6	Moly Extreme Pressure NL GI Grade -2 Based Grease	120 lbs. Drum	6	Sinopec Moly EP-2 Lithium Grease NLGI-2	\$ 799.00	\$ 4,794.00	\$ 14,382.00	Warren EP #2 3% Moly	\$ 336.00	\$ 2,016.00	\$ 6,048.00	PREMALUBE #2	\$ 822.00	\$ 4,932.00	\$ 14,796.00	Performance Plus	\$ 880.00	\$ 5,280.00	\$ 15,840.00
7	SAE 75W90 Full Synthetic Gear Oil	400 lbs. Drum	10	Sinopec Synthetic GL-5 75W90 Heavy Duty Automatic Gear Oil	\$ 1,495.00	\$ 14,950.00	\$ 44,850.00	Lubrigrard FS 75W90	\$ 1,024.00	\$ 10,240.00	\$ 30,720.00	CERTOP SN 75W90	\$ 2,760.00	\$ 27,600.00	\$ 82,800.00	Performance Plus	\$ 1,100.00	\$ 11,000.00	\$ 33,000.00
<b>Total (Items 1-7)</b>						<b>\$ 409,165.50</b>	<b>\$ 1,227,496.50</b>			<b>\$ 313,956.00</b>	<b>\$ 941,868.00</b>			<b>\$ 696,952.00</b>	<b>\$ 2,090,856.00</b>			<b>\$ 320,690.40</b>	<b>\$ 962,071.20</b>

<b>OPTION TO EXTEND THE TERM OF THE AGREEMENT</b>							
THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND. BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:							
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S)				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NO OPTION OFFERED				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AMENDMENTS ACKNOWLEDGED:				YES	YES	YES	YES

BIDS SOLICITED: 228 LOCAL BIDS SOLICITED: 106 BIDS RECEIVED: 4 LOCAL BIDS RECEIVED: 2 NO BID: 5

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

**Online Views for 2024-0362 Lubricants for Transit Fleet**

<b>No.</b>	<b>Participant Name</b>	<b>City</b>	<b>State</b>
1	CERTIFIED LABORATORIES (NCH CORPORATION)	Dallas	TX
2	Bio Dyne Chemical Co. (MJ Mader Enterprises Inc.)	El Paso	TX
3	Safety-Kleen Systems, Inc.	Norwell	MA
4	A2Z Supplies	El Paso	TX
5	C&R Distributing	El Paso	TX
6	Zeraus Iluminacion	El Paso	TX
7	EL PASO-PHOENIX PUMPS INC	El Paso	TX
8	Paso-Tex Industries LLC	El Paso	TX
9	Delegard Tool of Texas	Houston	TX
10	DYER CYCLE	El Paso	TX
11	APFELBAUM INDUSTRIAL, INC.	El Paso	TX
12	Arch Industrial	Greensboro	GA
13	Kindle Fischer Specialty Products (Kindle Fischer Specialty Chemicals LLC)	El Paso	TX
14	Mansfield Oil Company of Gainesville	Gainesville	GA
15	Napa Auto Parts GPC (Genuine Parts Company)	El Paso	TX
16	North America Procurement Council Inc., PBC	Grand Junction	CO
17	Possible Missions, Inc.	Houston	TX
18	Rio Valley Biofuels LLC	El Paso	TX
19	Roger Brown Co. LLC	El Paso	TX
20	Safety-Kleen	El Paso	TX
21	Sapphire Gas Solutions LLC	Conroe	TX
22	Senergy Petroleum LLC	PHOENIX	AZ
23	The PlanIt Room	El Paso	TX



Legislation Text

File #: 24-1350, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.  
No Title's, No emails. Please use ARIAL 10 Font.*

**All Districts**

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

Sun Metro Mass Transit, Jerry DeMuro, (915) 212-3470

**AGENDA LANGUAGE:**

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

Discussion and action on a Resolution authorizing the Mayor to sign an Interlocal Agreement by and between City of El Paso, the El Paso Area Transportation Services, and the County of El Paso, to provide paratransit service users within their jurisdiction the opportunity to travel to and from the Service areas with minimal interruptions and as effortlessly as possible to increase the efficiency and effectiveness of the transit system within the region.

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

**AGENDA DATE:** October 8, 2024  
**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME  
AND PHONE NUMBER:** Anthony R. DeKeyzer, Director of Mass Transit, (915) 212-3306  
Jerry DeMuro, Deputy Transit Officer, (915) 212-3470

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:** 7.3 – Enhance a regional comprehensive transportation system

**SUBJECT:**

Discussion and action on a Resolution **authorizing** the Mayor to sign an Interlocal Agreement by and between **City of El Paso**, the **El Paso Area Transportation Services**, and the **County of El Paso**, to provide paratransit service users within their jurisdiction the opportunity to travel to and from the Service areas with minimal interruptions and as effortlessly as possible to increase the efficiency and effectiveness of the transit system within the region.

**BACKGROUND / DISCUSSION:**

An Interlocal Agreement is necessary to define how eligible customers that reside within El Paso city limits, and those that reside outside city limits, are provided with paratransit service by the City of El Paso (Sun Metro LIFT) and El Paso County (County Transit ETA), without the need for transfer at Sun Metro transit centers. The City and El Paso County, along with its affiliated local government corporation, El Paso Area Transportation Services, agree to provide services to their own residents, from origin to destination, regardless if a trip enters or exits El Paso city limits. The term of the agreement will automatically renew for one year on the anniversary of execution, unless terminated by the parties.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?  YES \_\_\_ NO**

**PRIMARY DEPARTMENT:** Sun Metro

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

<u>Anthony DeKeyzer</u>	<u><i>Anthony R. DeKeyzer</i></u>	<u>10-04-24</u>
Name	Signature	Date



**RESOLUTION**

**WHEREAS**, pursuant to 49 CFR Part 37, the City of El Paso (“**City**”) and the County of El Paso (“**County**”) each own, maintain, and/or operate a fixed route transit system and are required to provide a paratransit or other special service to individuals with disabilities that is comparable to the level of service provided to individuals without disabilities who use their respective fixed route systems; and

**WHEREAS**, the City provides a Fixed Route Service and a Paratransit Service within its Service Area (“**City Service Area**”); and

**WHEREAS**, the County provides a Fixed Route Service and a Paratransit Service within its Service Area (“**County Service Area**”); and

**WHEREAS**, the County was instrumental in the creation of El Paso Area Transportation Services, a local government corporation organized and existing for the purpose of encouraging and assisting local units of government to join and cooperate with one another to provide and deliver regional multimodal transportation services (“**EPATS**”); and

**WHEREAS**, The County is a member of EPATS and has delegated to EPATS certain policy and operations decision-making authority over the County’s fixed route service and paratransit service; and

**WHEREAS**, the County, EPATS and the City wish to enter into an Interlocal Agreement to provide paratransit service users within their jurisdiction the opportunity to travel to and from the Service Areas with minimal interruptions and as effortlessly as possible to increase the efficiency and effectiveness of their respective paratransit services (“**Agreement**”); and

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

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

**That**, the Mayor be authorized to sign an Interlocal Agreement by and between **City of El Paso, the El Paso Area Transportation Services, and the County of El Paso**, to provide paratransit service users within their jurisdiction the opportunity to travel to and from the Service areas with minimal interruptions and as effortlessly as possible to increase the efficiency and effectiveness of the transit system within the region.

**That**, the City Manager or designee be authorized to accept, reject, alter, amend or terminate the resulting Interlocal Agreement.

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

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**MASS TRANSIT DEPARTMENT BOARD:**

\_\_\_\_\_  
Oscar Leeser, Chairman

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine, Secretary

**APPROVED AS TO FORM:**

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

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Anthony R. DeKeyzer  
Sun Metro/Mass Transit Department

STATE OF TEXAS }  
 }  
COUNTY OF EL PASO }

**INTERLOCAL AGREEMENT  
FOR PARATRANSIT SERVICES**

This Interlocal Agreement (“Agreement”) is entered into by and between the **City of El Paso, Texas (“CITY”)**, a political subdivision of the State of Texas, the **County of El Paso, Texas (“COUNTY”)**, a political subdivision of the State of Texas, and the **El Paso Area Transportation Services, Local Government Corporation (“EPATS”)**, a Texas local government corporation organized and existing pursuant to Subchapter D of Chapter 431 of the Texas Transportation Code, each individually referred to as “Party” and collectively referred to as “Parties,” pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Furthermore, County and EPATS are collectively referred to as the “County Parties.”

**RECITALS**

**WHEREAS**, pursuant to 49 CFR Part 37, the City and the County Parties each own, maintain, and/or operate a fixed route transit system and are required to provide a paratransit or other special service to individuals with disabilities that is comparable to the level of service provided to individuals without disabilities who use their respective fixed route systems; and

**WHEREAS**, the City provides a Fixed Route Service and a Paratransit Service within its Service Area (“City Service Area”); and

**WHEREAS**, the County provides a Fixed Route Service and a Paratransit Service within its Service Area (“County Service Area”); and

**WHEREAS**, the County was instrumental in the creation of EPATS, a local government corporation organized and existing for the purpose of encouraging and assisting local units of government to join and cooperate with one another to provide and deliver regional multimodal transportation services; and

**WHEREAS**, The County is a member of EPATS and has delegated to EPATS certain policy and operations decision-making authority over the County’s Fixed Route Service and Paratransit Service; and

**WHEREAS**, the Parties recognize the necessity to provide Paratransit Service Users within their jurisdictions the opportunity to travel to and from the Service Areas, but without this Agreement, such travel is not possible nor practical; and

**WHEREAS**, the Parties, through this Agreement, seek to implement a system whereby Paratransit Service Users can travel through the Service Areas with minimal interruptions and as effortlessly as possible to increase the efficiency and effectiveness of their respective paratransit services; and

**WHEREAS**, the Parties acknowledge and find that it is in the best interest of the public and Paratransit Service Users to cooperate in the provision of the Paratransit Service.

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

## AGREEMENT

1. **Incorporation of Recitals.** The above recitals are incorporated into this Agreement.
2. **Definitions.** As used throughout this Agreement, the following terms shall have the meaning set forth below:
  - a. “*ADA*” means the Americans with Disabilities Act of 1990, as it may be amended from time to time.
  - b. “*ADA Paratransit Eligible Identification*” means formal documentation provided to an individual stating that he or she is “ADA Paratransit Eligible.”
  - c. “*ADA Paratransit Eligibility Process*” means the process established for determining an applicant’s ADA paratransit eligibility.
  - d. “*City*” means the City of El Paso.
  - e. “*City’s Service Area*” means the geographic area where the City owns, maintains, and/or operates a fixed-route transit service and complementary paratransit services, including the City’s current Route 84, which runs from the Mission Valley Transfer Center to EPCC Mission del Paso Campus and Socorro at San Antonio in San Elizario via Americas Ave., Alameda Ave., and Socorro Rd., until such time as that route is terminated.
  - f. “*City Users*” means Paratransit Service Users who reside within the City’s Service Area and who the City has determined are ADA paratransit eligible through its formal eligibility application process and City Visitors. Any user with a current and valid Sun Metro Lift identification card is a City User.
  - g. “*County*” means the County of El Paso.
  - h. “*County Parties*” means the County of El Paso and EPATS, LGC.
  - i. “*County’s Service Area*” means the geographic area where the County Parties own, maintain, and/or operate a fixed-route transit service and complementary paratransit services.
  - j. “*County Users*” means Paratransit Service Users who reside within the County’s Service Area and who the County Parties have determined are ADA paratransit eligible through their formal eligibility application process and County Visitors. Any user with a current and valid EPATS or County Transit Access identification card is a County User.
  - k. “*Demand Responsive Service*” means any non-fixed route system of transporting individuals that requires advanced scheduling by the customer, including services provided by public entities, nonprofits, and private providers.
  - l. “*EPATS*” means the El Paso Area Transportation Services, Local Government Corporation.

- m. *“Fixed route system”* means a system of transporting individuals (other than by aircraft), including the provision of designated public transportation service by public entities and the provision of transportation service by private entities, including, but not limited to, specified public transportation service, on which a vehicle is operated along a prescribed route according to a fixed schedule.
  - n. *“Origin-to-Destination Service”* means providing service from a passenger’s origin to the passenger’s destination, without the need for transfer between Parties when entering or exiting the Service Areas.
  - o. *“Paratransit Service”* means the coordinating, implementing, and operating of ADA-compliant paratransit services for City Users, County Users, Visitors, and all other eligible Paratransit Service Users who are traveling to and from the City’s Service Area and the County’s Service Area, to include Origin-to- Destination Service, Demand-Responsive Service, and all other mutually agreed paratransit services, and also all related and necessary maintenance, compliance, customer services, administrative, and clerical services.
  - p. *“Paratransit Service Users”* means users of paratransit services under this Agreement who are ADA paratransit service eligible, including, but not limited to, City Users, County Users, and eligible Visitors.
  - q. *“Service Areas”* means the City’s Service Area and the County’s Service Area.
  - r. *“Stranded”* means a Paratransit Service User who has not been picked up for a scheduled and confirmed return trip to their point of origin and has been unable to receive a timely response from the Party responsible for transporting the Stranded Paratransit Service User.
  - r. *“Visitors”* means individuals with disabilities who do not permanently reside within the Service Areas.
3. **Purpose.** The Parties enter into this Agreement to cooperate with each other in coordinating, implementing, and operating the Paratransit Service within and between their respective jurisdictions and Service Areas with the goal of facilitating the travel of Paratransit Service Users to and from the City’s Service Area and the County’s Service Area.

The Parties understand that providing the Paratransit Services will require flexibility to address the issues that will arise in the day-to-day operations of the Paratransit Service and agree to make a good faith effort to amicably and efficiently resolve all issues and disputes that may arise under this Agreement. Notwithstanding any provision in this Agreement to the contrary, each Party shall remain solely responsible for the ownership, maintenance, and/or operation of its transit systems.

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

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

- a. The Parties may terminate this Agreement by a written agreement signed by all Parties setting forth the agreed termination date; or
- b. Any Party may terminate this Agreement with or without cause by providing written notice to the other Parties not less than sixty (60) days prior to the desired termination date; or
- c. Any Party may terminate this Agreement on the thirty-first (31<sup>st</sup>) day after providing written notice to any other Party that the other Party is in breach of its obligations under this Agreement, which notice shall describe the alleged breach with reasonable particularity, and the Party receiving the notice has failed to cure the alleged breach.
- d. If a federal, state, or local law or regulation affects or impairs any Party's ability to perform this Agreement, the Parties may renegotiate the terms of this Agreement so the affected Party can comply with the law or regulation. The affected Party shall provide the other Parties with written notice of the applicable law or regulation. Should a Party choose not to renegotiate, or should the law or regulation make it impossible for the affected Party to perform this Agreement, that Party may terminate this Agreement by providing fourteen (14) days written notice to the other Parties. Termination shall be effective on the fourteenth(14<sup>th</sup>) day after the day on which the notice is provided.
- e. Each Party reserves the right to seek payment for any services that it may have provided prior to the effective date of any termination of this Agreement.

6. **Parties' Responsibilities.** The Parties shall provide the Paratransit Service as follows:

- a. **Compliance with Laws:** The City and the County Parties shall comply with all applicable federal, state, and local laws and regulations, including those of the ADA and 49 CFR Part 37, as may be amended from time to time.
- b. **Private Entities:** The City and the County Parties may enter into a contractual or other arrangement with a private entity to provide the Paratransit Service, but the Party must ensure that the private entity meets and complies with all applicable federal, state, and local laws and regulations, including those of 49 CFR Part 37, as may be amended from time to time.

**Paratransit Services:** The City and the County Parties shall provide or cause to be provided the Paratransit Service to Paratransit Service Users in accordance with this Agreement's stated purpose and all of its terms and conditions. During the term of this Agreement, Each Party agrees to permit the other Party to provide the Paratransit Service within their respective Service Areas.

- c. **Paratransit Services for Visitors:** The City and the County Parties shall treat as eligible for the Paratransit Service all Visitors who present documentation that they are ADA paratransit eligible, under the criteria of 49 CFR § 37.125, in the jurisdiction in which they reside or who otherwise provide satisfactory documentation of their eligibility for paratransit services. Visitors shall be eligible for paratransit services for any combination of 21 (twenty-one) days

during any 365-day period beginning with the Visitor's first use of the paratransit service during such 365-day period. Visitors whose temporary residence is located within the City's Service Area shall be considered City Users; Visitors whose temporary residence is located within the County's Service Area shall be considered County Users.

- d. **Planning and Coordination:** The City and the County Parties shall have periodic meetings to discuss, plan, evaluate, change, and/or modify the Paratransit Service.
  - e. **Recordkeeping and Right to Inspect:** Each Party shall have mutual access to, and the right to examine, all books, documents, data, papers, and other records of any other Party involving transactions and operations relating to this Agreement.
  - f. **Stranded Paratransit Users:** A Stranded Paratransit Service User shall be allowed to request a trip to their point of origin by contacting Sun Metro LIFT if located in the City's Service Area or County Transit Access if located within the County's Service Area, regardless of which Party initially transported the Stranded Paratransit Service User. The Parties agree to cooperate with and assist each other by providing Paratransit Services to Stranded Paratransit Services
  - g. **Texas Public Information Act:** Each Party shall be responsible for complying with the provisions of the Texas Public Information Act, Chapter 552 of the Texas Government Code.
  - h. **HIPAA Compliance and Confidential Information:** Pursuant to the Health Insurance Portability and Accountability Act ("HIPAA"), the Parties offer assurances to each other that they will safeguard any protected health information received or created in connection with this Agreement. The Parties further agree that they will take all necessary actions to comply with HIPAA and all other applicable privacy laws and regulations, which may include creating joint forms that will be accepted by the City and County Parties for purposes of determining eligibility for the Paratransit Service.
7. **Compensation, Payment Schedule, and Invoicing.** The Parties agree to address compensation, reimbursements, invoice submission and handling, and payment schedules in a mutually agreed upon manner consistent with their respective existing policies and procedures. Notwithstanding anything to the contrary in this agreement the Parties agree that:
- a. City agrees to provide the Paratransit Service to City Users at no cost to the County Parties.
  - b. County Parties agree to provide the Paratransit Service to County Users at no cost to the City.
  - c. City will reimburse the County Parties for all reasonable expenses incurred by the County Parties in providing the Paratransit Service to stranded City Users.
  - d. County Parties will reimburse the City for all reasonable expenses incurred by the City in providing the Paratransit Service to stranded County Users.
  - e. The County of El Paso will continue to pay the City for the transit service provided by Route

84. Nothing in this Agreement is intended to change or modify the terms of the interlocal agreement between the City and County of El Paso for the Route 84 transit service.

f. The Parties agree that all payments shall be made within 30 days of receiving an invoice.

- 8. Fiscal Funding.** The Parties acknowledge that they are governmental entities of the State of Texas and agree that each Party shall have the right, upon the failure of its governing body to appropriate finances or secure funding to meet their obligations arising from this Agreement, to suspend or terminate this Agreement as of the effective date of such lack of funding. The Party exercising this right must provide the other Party with written notice of such funding failure as soon as possible.
- 9. Insurance.** Each Party shall maintain, or otherwise arrange for, such insurance or participation in a self-insurance risk pool for governmental entities as each is required to maintain, or may otherwise deem reasonable and necessary, to effectuate the terms of this Agreement, but that a minimum meets their obligations and potential liability exposure under the Texas Tort Claims Act.
- 10. TORT CLAIMS ACT.** Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement within the State of Texas is subject to the immunities and limitations of the Texas Tort Claims Act. This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the Texas Tort Claims Acts. County Parties and its "public employees" as defined in the Texas Tort Claims Act, and the City and its "public employees" as defined in the Texas Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the Texas Tort Claims Act. This Section is intended only to define the liabilities of the Parties, and is not intended to modify in any way, the Parties' liabilities as pursuant to each Parties' applicable governing law.

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

- 11. Governmental Function.** The Parties expressly agree that, in all things relating to this Agreement, the City is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the City, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.
- 12. Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in writing, postmarked, and delivered by certified mail, or by hand-delivery or email, with confirmed receipt if via email. All notices are considered received three (3) business days after the postmark date. Any Party may change its address by sending a written notice to the other Party. A new address is not official until the other Party receives the change of address notice as provided in



this section. Upon receipt of proper notification of change of address, the notified Party will send all further notifications to the new address. The Parties will address notices as follows:

To EPATS: Rio Grande Council of Governments  
Attn: Annette Gutierrez  
8037 Lockheed Dr.  
El Paso, Texas 79925  
Email: [annetteg@riocog.org](mailto:annetteg@riocog.org)

With Copy to: Kemp Smith LLP  
Attn: Sergio M. Estrada  
221 N. Kansas, Suite 1700  
El Paso, Texas 79901  
Email: [sest@kempsmith.com](mailto:sest@kempsmith.com)

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

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

To County: County  
Attn: El Paso Transportation Authority  
800 E. Overland Ave. Rm. 200  
El Paso, Texas 79901  
Email:

**13. Governmental Immunity.** The Parties do not waive, and neither Party shall be deemed to have waived, any immunity or defense that would otherwise be available to either Party and/or its elected officials, officers, employees, representatives, and agents under Federal or Texas law nor waive any defenses or remedies at law available to either party and/or its elected officials, officers, employees, and agents under Federal or Texas law.

**14. Entire Agreement.** This Agreement contains all representations, understandings, contracts, and agreements between the Parties regarding the Paratransit Service. This Agreement supersedes all oral or written previous and contemporaneous agreements, writings, understandings, representations, or contracts between the Parties regarding the Paratransit Service. This Agreement in no way modifies or supersedes any document executed by the Parties prior to this Agreement which does not regard the subject matter of this Agreement.

**15. Amendment.** The Parties may revise, modify, or amend this Agreement only by written agreement signed by both Parties.

16. **Successors and Assigns.** This Agreement is binding on the Parties and their successors and assigns. EPATS may assign this Agreement and its obligations under it in whole or in part to the County of El Paso, Texas, without obtaining the City's consent, provided that EPATS provides the City no less than thirty (30) days advance written notice of such assignment. City agrees to such assignment and agrees to release EPATS from any further liability under this Agreement as of the effective date of the assignment.
17. **Independent Contractor.** The Parties' relationship under this Agreement is contractual in nature between independent Parties and does not constitute, and shall not be construed, as creating a partnership or joint venture relationship between or among the Parties. Each Party will maintain sole control, supervision, and direction over its operations and the paratransit services provided under this Agreement.
18. **Force Majeure.** No Party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by an act of God, an outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond any Party's reasonable control. The delayed Party must resume performing its obligations under this Agreement after the reason for the default or delay is resolved.
19. **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
20. **Governing Law.** This Agreement is governed by Texas law.
21. **Place of Performance and Venue.** This Agreement is performable in El Paso County, Texas, and any legal action between the Parties arising from it must be filed in El Paso County, Texas.
22. **Counterparts.** This Agreement may be signed in counterparts, and each executed copy shall be deemed a counterpart original, with full force and effect and enforceable against the Parties executing the same.
23. **Authority to Enter Agreement.** Each Party represents and warrants to the other that it is authorized to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective entities as duly authorized representatives thereof.

*[Signatures begin on the following page.]*

Signature page for the City of El Paso, Interlocal Agreement between the City of El Paso, El Paso Area Transportation Services and the County of El Paso.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF EL PASO:**

By: \_\_\_\_\_  
Oscar Leeser, Mayor

ATTEST:

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

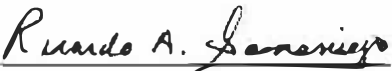
**APPROVED AS TO FORM:**

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


**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Anthony Dekeyzer  
Director Sun Metro / Mass Transit


**COUNTY OF EL PASO:**

By:   
Ricardo A. Samaniego, County Judge

**APPROVED AS TO FORM:**

  
Steven E. Arellano  
Assistant County Attorney

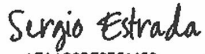
**APPROVED AS TO CONTENT:**

  
Xavier Banales  
Interim Director of Transit Operations

**EPATS, LGC:**

By:   
\_\_\_\_\_  
Carlos Leon, EPATS, LGC Board President

**APPROVED AS TO FORM:**

DocuSigned by:  
  
\_\_\_\_\_  
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Sergio M. Estrada, Legal Counsel