

STATE OF TEXAS }
 }
COUNTY OF EL PASO }

**INTERLOCAL AGREEMENT
FOR FUELING SERVICES**

This Fuel Agreement (the “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**.”

WHEREAS, the County owns vehicles that require compressed natural gas (“**CNG**”) fuel and are used for public transportation purposes in El Paso County; and

WHEREAS, the County’s acquisition of such vehicles was accomplished through a grant from the Texas Department of Transportation (“**TxDOT**”), but the County does not currently have CNG fueling facilities available to fuel these vehicles; and

WHEREAS, the County was instrumental in the creation of EPATS and has delegated to EPATS certain policy and operations decision-making authority over County’s fixed route service and paratransit service and EPATS operates such transit services as El Paso Transportation Authority (“**ETA**”); and

WHEREAS, The City of El Paso currently has a contract with the Texas General Land office (“**GLO**”) to receive natural gas for the City’s operational needs which includes providing gas to the City’s tenants; and

WHEREAS, the City uses the gas from GLO in its CNG fueling facilities to fuel vehicles used for its Mass Transit Department (“**Sun Metro**”); and

WHEREAS, the County Parties store and maintain their transit vehicles in one of the City’s properties, and such vehicles require use of the City’s CNG fueling facilities; and

WHEREAS, the Parties are interested in entering into an agreement in which the City will fuel the vehicles of the County Parties from the City’s CNG fueling facilities as indicated in the agreement, in furtherance of the development of additional public transportation options for the El Paso region, and such cooperation is deemed a public benefit for the region; and

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to enter into interlocal contracts to provide governmental services; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

1. TERM. The initial term of this Agreement (“**Initial Term**”) shall commence on the Effective Date and shall continue for a period of five (5) years, unless terminated earlier in accordance with the provisions of this Agreement.

Upon expiration of the Initial Term, this agreement shall automatically renew for successive one-year periods (each, a “**Renewal Term**”), provided that the total duration of this Agreement, including the Initial Term and all Renewal Terms, shall not exceed 10 years from the effective date. The Initial Term and the Renewal Terms are collectively referred to herein as the “**Term**”.

Either party may elect not to renew this Agreement for an additional Renewal Term by providing written notice of non-renewal to the other party not less than 60 calendar days prior to the expiration of the then-current Initial Term or Renewal Term. Such notice shall be delivered in accordance with the notice provisions set forth in this Agreement.

2. DESCRIPTION OF SERVICES. City shall provide fueling services to the County Parties pursuant to and in accordance with the fueling procedures attached to this Agreement and incorporated herein for all purposes as **ATTACHMENT A**. It is expressly agreed and understood that the services to be provided by City shall be strictly limited to fueling services. Further, the Parties agree that City shall handle all such fueling services, and that County Parties subcontractor employees shall not fuel the vehicle. The County Parties subcontractor will retain any and all maintenance and other responsibilities relative to the operation of the referenced CNG vehicles. The attached fueling procedures may be adjusted during the term of this Agreement by mutual consent in writing of the respective Directors of Sun Metro and County Parties. This Agreement shall be limited solely to the CNG vehicles’ fueling at the locations described in this Agreement and any attachments. Notwithstanding anything to the contrary, the County Parties and its subcontractor agree that the City is not responsible for any property damage, injury to person, or death sustained by the County Parties and its subcontractor resulting from the services provided by the City under this Agreement regardless of whether such property damage, injury to person, or death is a result of a negligent act or omission from the City or its employees, agents, or officers.

3. INVOICING AND PAYMENTS. City will invoice the County Parties by last business day of each month for the amount of the CNG fuel that is provided to the County vehicles for the immediately preceding calendar month.

City will send an invoice to the following address, or other address as submitted in writing by the County Parties:

El Paso County Transit Operations Department and El Paso Transportation Authority
Attention: Transit Planner
800 East Overland Avenue, Room 423
El Paso, TX 79901
Email: director@elpasotransportationauthority.org

Payment will be due in the amounts indicated below:

From Effective date through September 30, 2026: Invoices will be based on the rate the City was charged for the latest delivery of natural gas in the month (or an average of rates if more than one delivery is provided in the month) and will add **TEN CENTS (\$0.10) PER GALLON** to the cost, to cover Sun Metro's expenses in providing the service.

Effective October 1, 2026: Invoices will be based on the County Parties' proportionate share of fuel, fuel delivery, labor and fuel facility depreciation cost, and will add 10% to the cost, to cover City's indirect and administrative expenses in providing the service.

Payments should be sent to:

Sun Metro Bicentennial Council Transit Operations Center
10151 Montana Avenue
El Paso, Texas 79925
Attn: Sun Metro Director

The parties agree that the payment required hereunder is fair compensation for the services rendered under this Agreement. County Parties will make payments on all City invoices within 30 calendar days of the date of the invoice.

4. INDEPENDENT CONTRACTORS. The parties are independent contractors. No partnership or joint venture is intended or is created by this Agreement, nor any principal-agent or employer-employee relationship. Except as may be expressly provided in this Agreement, neither party has, and neither party shall attempt to, asserted the authority to make commitments for or to bind the other party to any obligation. No separate legal or administrative entity shall be created by this Agreement.

5. PUBLIC PURPOSE. This Agreement is between City, the County and EPATS for the purpose of coordinating the provision of public transportation services and not for the benefit of any third party or individual. The coordination of transportation efforts in the El Paso region as contemplated herein is deemed a public purpose.

6. GOVERNMENTAL FUNCTION. The parties expressly agree that, in all things relating to this Agreement, the parties are governmental entities and are performing governmental functions, as defined by the Texas Tort Claims Act. The parties further expressly agree that every act or omission of any party, which in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.

7. TERMINATION. Either party may terminate this Agreement, at any time by providing 60 days written notice to the other parties, pursuant to the notice provisions in this agreement. If the City has any property in its possession belonging to the County Parties, the City

will account for the same, notify the County Parties and if City does not receive a response from County Parties as to how the property should be disposed of by seven (7) business days after the notice was sent, the City will dispose of the property at the City's discretion.

8. NOTICES. 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. 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: All notices provided under this Agreement shall be given by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

To County: El Paso County Transit Operations Department
Attn: Executive Director of Transit Operations
800 E. Overland Avenue, Room. 423
El Paso, Texas 79901
Email director@elpasotransportationauthority.org

To EPATS: El Paso Transportation Authority
Attn: Executive Director of Transit Operations
800 E. Overland Avenue, Room. 423

El Paso, Texas 79901
Email director@elpasotransportationauthority.org

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

And: City of El Paso Mass Transit Department
Attn: Director of Mass Transit
10151 Montana Avenue
El Paso, Texas 79925
Email: dekeyzerar@elpasotexas.gov

9. SEVERABILITY. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

10. AGREEMENT MADE IN WRITING. This Agreement contains all of the

agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by amendment in writing signed by the parties hereto or their respective successors in interest.

11. AGREEMENT MADE IN TEXAS. This Agreement is made in the State of Texas and the laws of the State of Texas shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts of El Paso County, Texas.

12. PARAGRAPH HEADINGS. The captions of the various sections of this Agreement are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

13. INSURANCE. Prior to obtaining any services under this Agreement, the County will provide, or cause its contractor to provide, comprehensive automobile liability insurance in the minimum coverage amounts of \$1,000,000. The County will provide the City copies of all endorsements and insurance certificates. If requested by the City, then County will provide the City a copy of the insurance policy in order to verify compliance with the insurance requirements in this Agreement. The insurance must provide coverage for any acts or omissions of the County's subcontractors and agents. The County shall maintain such insurance for the term of this Agreement. The County may use insurance by the County parties subcontractors to satisfy the insurance requirements under this Agreement, provided that such insurance meets all the requirements in this Agreement. If the County Parties ceases to use a subcontractor for the operation of the County's vehicles, then the County Parties will immediately provide the City an insurance policy as required under this Agreement.

The County Parties shall furnish City with current proof of such insurance minimum requirements showing the type, amount, class of operations covered, effective dates and dates of expiration of policy. The City shall be named as an additional insured on the insurance policy required by this Agreement. Such insurance certificate shall also contain a requirement that such policy will not be canceled or materially altered, except after 30calendar days written notice of intent to cancel or materially alter said insurance. The County Parties or its subcontractor shall provide City with immediate notice of any such notice of alteration or cancellation.

14. AMENDMENT. The Parties may revise, modify or amend this Agreement only by written agreement signed by both Parties.

15. ASSIGNMENT. The City acknowledges that EPATS has been created by the County to assume the responsibilities of public transportation services provided by El Paso County, currently operated by the County. The Parties agree that upon 30 calendar day notification from the County to the Parties, the County shall reserve the right to assign this Agreement to EPATS and EPATS shall assume all County responsibilities and liabilities related to this Agreement on the effective date established in the notice and the County shall withdrawal its participation in this Agreement.

Notwithstanding the foregoing, such assignment shall be effective only upon (i) a written assignment executed by the County and (ii) written acceptance by EPATS. Until such time, the County remains solely responsible for obligations of the County under this Agreement.

Notwithstanding any reference in the Agreement to County and/or EPATS, the parties agree that the County shall be solely responsible for all obligations of the County under this Agreement prior to formal, written assignment of this Agreement to EPATS. Upon the County's execution of a separate written assignment and EPATS' written acceptance of such assignment, EPATS shall become solely responsible for all obligations attributed to the County and/or EPATS under this Agreement. No obligation shall be deemed shared or jointly performed unless expressly stated in this Agreement. Any duty assigned to County and/or EPATS in the Agreement shall mean County alone prior to assignment and EPATS alone after assignment.

Prior to assignment, County will provide written direction and after assignment EPATS will provide written direction for purposes of performance, invoicing, reporting, and contractual notice. Otherwise, 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. The FY 2026 Interlocal Agreement, attached as Attachment B, governs the relationship between the County and EPATS, including their respective roles and responsibilities during the FY 2026 transition year, the City is not a party to that Interlocal Agreement and such agreement is included here as reference only.

16. SUCCESSORS AND ASSIGNS. All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon City and the County and their successors, assigns, legal representatives, heirs, executors and administrators.

17. INTERPRETATION. The parties agree that this Agreement has been freely negotiated by each party and that in any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Agreement, there shall be no inference, presumption, or conclusion drawn whatsoever for or against any party by virtue of that party having drafted the Agreement.

18. SIGNATORIES. Each person signing this Agreement on behalf of either party represents and warrants that he or she has the authority to legally bind their respective entity to the provisions hereof and that the representations made to the other party as inducement to enter into this Agreement are still true and correct.

19. PAYMENTS. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

20. 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.

21. ENTIRE AGREEMENT. This Agreement, together with all attachments hereto, constitutes the entire agreement between the parties, and all other representations or statements heretofore made, verbal or written, are merged herein.

22. EFFECTIVE DATE. This agreement shall be effective April 3, 2026.

APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

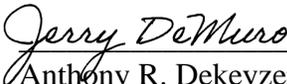
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:

 Deputy Transit Officer for

Anthony R. Dekeyzer, Director
Mass Transit Department (Sun Metro)

(signatures continue on the following page)

THE COUNTY OF EL PASO:

Richard Samaniego
County Judge

APPROVED AS TO FORM:

Assistant County Attorney

APPROVED AS TO CONTENT:

John C. Andoh
Executive Director of Transit Operations

EPATS, LGC:

Jackie Butler
Chair of the Board of Directors

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

John C. Andoh
Executive Director

(Attachment "A" begins on following page)

ATTACHMENT “A”

COUNTY AND EPATS REFUELING PROCEDURES AT SUN METRO’S MONTANA AND LIFT FACILITIES

- **ONLY SUN METRO (CITY) EMPLOYEES, OR ITS CONTRACTOR EMPLOYEES AT LIFT IF AUTHORIZED BY SUN METRO, SHALL DISPENSE FUEL AT THE FUELING FACILITIES LISTED BELOW.**
- **FUELING FACILITIES TO BE USED BY COUNTY/EPATS VEHICLES UNDER THIS AGREEMENT:**
 - Sun Metro Bicentennial Council Transit Operations Center, located at 10151 Montana Avenue, El Paso, TX. 79925 (“Montana”), and
 - Sun Metro LIFT Facility located at 5081 Fred Wilson Avenue, El Paso, TX 79906 (“LIFT”)
- County/EPATS subcontractor may not bring passengers into the Montana or LIFT fueling facilities when fueling. Vehicle Operator (the “Operator”) will ensure that there are no persons on-board the vehicle during the refueling process, including the Operator. After vehicle is staged, shut off and secured at the fuel pump the Operator will exit and give all of the necessary vehicle information to the refueler and wait for the vehicle to be refueled away from the refueling process. This is a safety issue and must be adhered to at all times.
- City will not be responsible for checking any of the fluid levels in the engine compartment of the vehicle, as City’s activities shall be strictly limited to refueling. If the Operator is required to check fluids he/she should wait until all the refueling process is completed and move the vehicle away from the refueling island to a location authorized by Sun Metro. The Operator shall then shut the vehicle off and secure the vehicle. Only then may the Operator proceed to check the fluids of the vehicle. If the County/EPATS vehicle needs additional fluids to be topped off the Operator should have all the necessary tools and fluids with them at the time of refueling. City shall not provide any tools, fluids or other assistance for the County/EPATS vehicle.
- Sun Metro shall provide prompt service when the County/EPATS vehicle arrives for fueling. The Operator shall not wait no more than 10 minutes for a Sun Metro refueling employee to begin the refueling process.
- City will not stock any fluids required for the County/EPATS vehicle with the exception of natural gas fuel.
- Refueling will be performed at the Sun Metro’s Montana and LIFT Facilities. The Operator will enter the Facilities only from Montana Avenue for Montana or Fred Wilson Avenue

for LIFT and not exceed the posted 5 miles per hour (M.P.H.) speed limit at any time while the County/EPATS vehicle is on the Montana or LIFT property.

- After entering either of the Facilities the Operator will proceed to the refueling area. In the event there are other vehicles being refueled, the Operator shall wait in-line with other Sun Metro vehicles.
- Refueling will be available seven (7) days a week from 5:00 a.m. to 11:00 p.m. and may be amended as agreed upon by the parties from time to time. County and EPATS agree to fuel on those days and at those times that cause minimal disruption to Sun Metro operations, which may include fueling in late evening or early morning.
- If Sun Metro's refueling employee is not at the refueling pumps when the Operator arrives at either Facility, the Operator will shut off and secure his/her vehicle at the refueling pumps and walk to the maintenance building to make contact for assistance. At no time should the Operator drive its vehicle to the maintenance building to make contact. This causes increased risk for an accident.
- The Operator shall print and sign his/her name on the Sun Metro refueling record. Likewise, the Sun Metro refueling employee must print and sign his/her name on any applicable EPATS or County refueling record after fueling.
- At no time during the refueling process or otherwise should the Operator loiter, interrupt or otherwise disrupt the maintenance or operational activities at either Facility. The Operator may wait within a Sun Metro break room established for Sun Metro Operators.

(END OF ATTACHMENT)

(Attachment "B" begins on following page)

ATTACHMENT “B”
FY2026 Interlocal between County and EPATS
(City not a party)