

WS8

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the Mayor of El Paso be authorized to sign a Memorandum of Understanding with the City of Juárez, Chihuahua, México, FSX, LLC and its subsidiary, Transbordador de Carga, to explore the development and implementation of a new technology for the movement of cargo through the port of Ysleta-Zaragoza. Further, that the City Manager, or designee, is authorized to exercise all rights under the memorandum, perform all obligations under the memorandum, and sign any amendments to the memorandum.

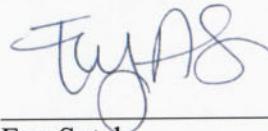
Approved this 7th day of November, 2022.

CITY OF EL PASO



Oscar Leeser
Mayor

APPROVED AS TO FORM:



Evy Sotelo
Assistant City Attorney

ATTEST:



FREIGHT SHUTTLE CONCEPT

The City of El Paso, Texas and its neighbor Ciudad (Cd.) Juárez, México form the second largest bi-national metro area along the U.S.-México border with a population of approximately 2.4 million people. These two sister cities share a strong cross-border relationship that contribute to strong social and economic ties and that it is witnessed by thousands of daily crossings through the international ports of entry (POEs). For instance, during 2021, the City of El Paso ranked second in personal vehicle crossings (near 8.9 million), second in pedestrian crossings (over 4.0 million) among all land ports in North America and third in cargo crossings (almost 850,000) when compared to other communities along the U.S.-México border (sixth in North America).

Also in 2021, \$84.8 billion was traded through the City of El Paso international ports of entry. Approximately 87% of this trade traveled via commercial trucks and the remaining 13% mainly via rail and pipeline. Needless to say, these regional POEs serve as critical gateways to trade nationally and around the globe.

The City of El Paso Council recognized the importance of the cross-border movement of people and goods in the El Paso-Juárez region. Accordingly, the Strategic Plan adopted by the City Council in 2015 set a new direction to look the international ports of entry as a system and as an economic development tool. Since then, the City of El Paso International Bridges Department (IBD) has gone through a major transformation in terms of its internal structure and regarding its approach, focus areas, priorities, and objectives.

Some of the major steps and accomplishments by the IBD in recent years include the following:

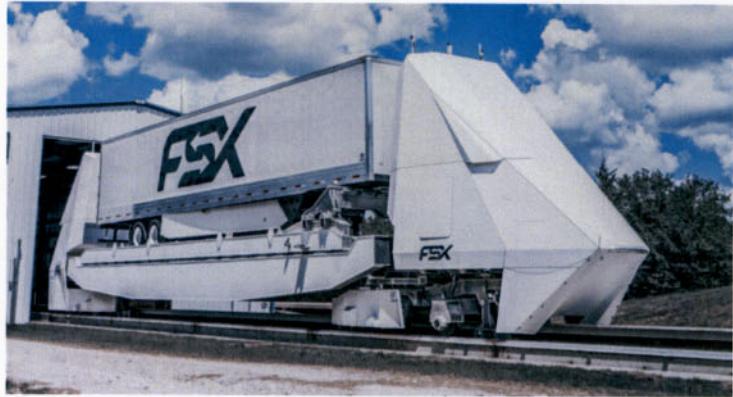
- Successful department restructuring and transformation by adding new personnel
- New approach in managing the City's international bridges as economic development tools
- Adoption of a permanent Public-Private-Partnership (P3) program with U.S. Customs and Border Protection
- Adoption of new comprehensive International Bridges Capital Improvement Program
- Creation of bi-national Bridges Steering Committee (unique in the entire U.S.-México border)
- \$32 million funding secured for new Intelligent Transportation System at BOTA and Ysleta
- Development and implementation of the International Bridges Cross-border Survey to quantify social and expenditure activities and their relationship with the regional economy
- Secured \$12M in federal funding for pedestrian improvements at the port of Ysleta/Zaragoza

It is important to note that the Bridges Steering Committee (BSC) (see Picture 1) has played a key role in most of these accomplishments. This recent collaborative has created a venue for all regulatory agencies, business groups and other key stakeholders to come together and work on the issues impacting the international POEs. This working group is made up of more than 20 bi-national partner agencies and stakeholders, all dedicated to POEs infrastructure and inspection processing improvements. Since 2015, several improvement ideas have been presented and discussed by the BSC, among them, a Freight Shuttle Xpress (FSX) concept that could potentially reduce congestions of cargo vehicles at the POEs and improve cross-border trade.



Picture 1. Bridges Steering Committee

The FSX concept (see Picture 2) was originally initiated at the Texas A&M Transportation Institute. The purpose was to find a low-emissions alternative to moving cargo and ease congestion generated by trucks in heavy freight corridors such as the international POEs. Therefore, this concept could potentially improve the economic competitiveness of our region by improving the movement of freight across the border.



Picture 2. Freight Shuttle Xpress Prototype (*Source: FSX*)

A few notable facts on this new concept include:

- First-of-its-kind energy efficient, low emission
- New fully automated technology, freight-only transportation system
- Additional security and reliability for cargo shipments
- Electrically powered
- Privately funded

Potential benefits of the concept include:

- Potential to become an economic driver for our region
- Less traffic congestion at the POEs
- May increase capacity at the POEs for additional throughput
- Builds on the momentum gained with City of El Paso investments at POEs
- Facilitates trade and movement of goods
- Alternative technology to the bridge system
- Reduction of emissions and pollution

If successful, the FSX concept has the potential to expand capacity and throughput at the Ysleta-Zaragoza bridge while potentially reducing cargo cross-border wait times. In the long-term, this could help the City of El Paso with industry recruitment efforts by offering an alternative solution to traditional cross-border freight, support advanced manufacturing jobs, and ultimately improving the economic conditions in the region. Accordingly, in alignment with the City of El Paso's Strategic Plan to modernize and improve our competitive advantage among other POEs, a Memorandum of Understanding is being proposed between the City of El Paso, Ciudad Juárez and Freight Shuttle Xpress (FSX) to further explore the development and implementation of the FSX concept for the movement of cargo through the port of Ysleta-Zaragoza (see Picture 3).



Picture 3. Ysleta/Zaragoza Bridge

MOU BASICS: CITY OF EL PASO | CIUDAD JUÁREZ | FREIGHT SHUTTLE XPRESS

As previously mentioned, the proposed MOU involves three parties: City of El Paso, Ciudad Juárez and Freight Shuttle Xpress. The City of El Paso's main role is to serve as a facilitator of discussions with BSC members, assist in coordination meetings, assist FSX in the research of required permits and explore related presidential permit requirements, among a few others. The City of El Paso is not making any financial commitments in this document.

Below is a short list of the main responsibilities each of the parties has as part of this MOU.

City of El Paso role:

- Explore presidential permit requirements
- Assist in bi-national collaboration
- Provide available data
- Facilitate work sessions with bi-national Bridges Steering Committee

Ciudad Juárez role:

- Assist in exploring MX federal government requirements
- Work with FSX to identify economic and quality of life benefits
- Assist in identifying rights of way necessary for project

Freight Shuttle Xpress role:

- Engage in discussions with City of El Paso and Ciudad Juárez
- Work with industry and business community
- Explore financing options
- Responsible for all costs associated with the project



ADDITIONAL CONSIDERATIONS MOVING FORWARD

The international POE system has experienced the impacts of countless socio-economic events in the recent history that have fundamentally transformed and changed the way it operates. These events include, among others, economic recessions, terrorist attacks such as those observed in 9/11, the migrant crisis in 2019, violence in Mexico and exchange rate fluctuations to name a few. In addition to these externalities, the bridge system also faces numerous challenges that hinder its ability to quickly adjust to changing times, technologies, population growth, system capacity, and demand. These factors, in addition to the complexity of a bi-national multi-agency structure, make for new project development and implementation a difficult task.

The progress and investments that the City of El Paso has made in recent years, paired with strong partnerships built with the BSC members, will be useful in exploring the feasibility of this project. However, many other factors will prove to be a challenge such as the required bi-national coordination between federal agencies of both countries headquartered in Washington DC and México City, securing presidential permit requirements and the potential disruption to the long-standing business transportation model in the region. These are just a few of the issues that need to be discussed as the project moves forward and is discussed with all relevant parties.

NEXT STEPS

In support of the City of El Paso's strategic plan, the International Bridges Department is committed to assist in the development of new solutions and technologies to improve and modernize the international POE system. Therefore, this MOU provides an opportunity to explore in greater detail the feasibility of implementing the FSX concept in our border region. These types of long-term investments are worth exploring as they would provide support in addressing operational, safety and infrastructure needs at our ports of entry. The local trade dynamics and the progress that has been accomplished as a result of the City of El Paso's efforts put our bi-national region of El Paso and Ciudad Juárez in a unique position to take advantage of the future implementation of this new emerging technology that would add freight throughput capacity at the Ysleta/Zaragoza POE.

The City of El Paso is committed to continue leading these efforts and working with the members of the Bridges Steering Committee and other regional stakeholders on the implementation of this MOU in addition to exploring new solutions in the short-, medium- and long-term that improve and modernize the international POE system that connects and benefits the Paso Del Norte region.

MEMORANDO DE ENTENDIMIENTO	MEMORANDUM OF UNDERSTANDING
<p>Este Memorando de Entendimiento ("MOU") se hace y se celebra por y entre la Ciudad de El Paso, un Municipio de Texas ("EP"); la Ciudad de Juárez, Chihuahua, México ("Juárez"); y FSX, LLC ("FSX") y su subsidiaria, Transbordador de Carga, y es efectiva en la fecha especificada a continuación.</p>	<p>This Memorandum of Understanding ("MOU") is made and entered into by and between the City of El Paso, a Texas Municipality ("EP"); the City of Juárez, Chihuahua, México ("Juárez"); and FSX, LLC ("FSX") and its subsidiary, Transbordador de Carga, and is effective on the date specified below.</p>
<p>CONSIDERANDO QUE, los puertos de entrada terrestres internacionales ubicados en la frontera entre Estados Unidos y México en el metroplex de El Paso/Juárez ("POEs") son parte integral del bienestar financiero no solo de las dos ciudades, sino también de las economías nacionales; y</p>	<p>WHEREAS, the international land ports of entry located at the U.S./México Border in the El Paso/Juárez metroplex ("POE's") are integral to the financial wellbeing of not only the two cities, but the national economies as well; and</p>
<p>CONSIDERANDO QUE, los POE ubicados en la región de El Paso / Juárez manejan regularmente fletes valorados en más de \$ 84 mil millones (EE. UU.) anuales; y</p>	<p>WHEREAS, the POE's located in the El Paso/Juárez region regularly handle freight valued at over \$84 billion (US) annually; and</p>
<p>CONSIDERANDO QUE ambas ciudades han reconocido la necesidad de desarrollar y aplicar nuevas tecnologías y modos de operación para aumentar la capacidad y la eficiencia en el manejo de mercancías transfronterizas de manera segura, protegida y confiable; y</p>	<p>WHEREAS, both cities have acknowledged the need to develop and implement new technologies and modes of operation to increase capacity and the efficiency of handling transborder freight in a safe, secure and reliable manner; and</p>
<p>CONSIDERANDO QUE, FSX ha desarrollado un método comúnmente conocido como Freight Shuttle ("FS") como un medio para mover carga a través de la frontera internacional y reducir el tráfico de camiones en los POE; y</p>	<p>WHEREAS, FSX has developed a method commonly referred to as Freight Shuttle ("FS") as a means to move freight across the international border and reduce truck traffic at the POE's; and</p>
<p>CONSIDERANDO QUE, el desarrollo del Proyecto FS requiere la cooperación de El Paso y Juárez, así como de los gobiernos estatales y federales de México y los Estados Unidos; y</p>	<p>WHEREAS, the development of the FS Project requires the cooperation of El Paso and Juárez as well as the State and Federal governments of México and the U.S.; and</p>
<p>CONSIDERANDO QUE, la Ciudad de El Paso, a través de su Departamento de Puentes Internacionales, posee y opera varios cruces internacionales, y los efectos del tráfico de puentes y los retrasos fronterizos son una preocupación crítica para la política regional; y</p>	<p>WHEREAS, the City of El Paso, through its International Bridges Department, owns and operates several international crossings, and the effects of bridge traffic and border delays is a critical concern for regional policy; and</p>

<p>CONSIDERANDO QUE, la región de El Paso y Juárez se beneficia de sólidas actividades sociales y económicas transfronterizas, y</p> <p>CONSIDERANDO QUE, la Ciudad de El Paso se compromete a ayudar en el desarrollo del Freight Shuttle y a trabajar con los miembros del Comité Directivo de Puentes y otras partes interesadas regionales para mejorar y modernizar el sistema internacional de puentes que conecta y beneficia a la región de El Paso del Norte; y</p> <p>CONSIDERANDO QUE, El Paso y Juárez reconocen la importancia de reducir el tráfico de camiones en los POEs y aumentar la eficiencia operativa con respecto al movimiento de carga y han acordado apoyar al socio del sector privado, FSX, en el desarrollo del Proyecto FS;</p> <p>Y</p> <p>CONSIDERANDO QUE, el Concejo Municipal de la Ciudad de El Paso considera que el público será atendido al reducir el tráfico de camiones en los POEs, reduciendo así el impacto ambiental adverso que surge del tráfico de camiones sin movimiento, mejorando el movimiento eficiente de carga internacional y promoviendo el desarrollo económico de la región;</p> <p>AHORA, POR LO TANTO, las partes acuerdan hacer todo lo posible para negociar y trabajar hacia un acuerdo final de la siguiente manera:</p> <ol style="list-style-type: none"> 1. Ciudad de El Paso. Con el fin de avanzar en el desarrollo del Proyecto FS, la Ciudad de El Paso deberá: <ol style="list-style-type: none"> a. Identificar un punto de contacto responsable de apoyar en las tareas descritas en este MOU. b. Apoyar a FSX a identificar el derecho de vía necesario y los permisos necesarios para establecer el proyecto de cruce internacional FS. c. Apoyar durante el proceso de solicitud si se necesita un Permiso Presidencial (enmendado o nuevo) y después de que FSX haya cumplido con todos los requisitos. 	<p>WHEREAS, the El Paso and Juárez region benefits from robust cross-border social and economic activities, and</p> <p>WHEREAS, the City of El Paso is committed to assist in the development of the Freight Shuttle and working with the members of the Bridges Steering Committee and other regional stakeholders to improve and modernize the international bridge system that connects and benefits the El Paso del Norte region; and</p> <p>WHEREAS, El Paso and Juárez recognize the importance of reducing truck traffic at the POE's and increasing operational efficiencies with regard to the movement of freight and have agreed to support the private sector partner, FSX, in the development of the FS Project;</p> <p>And</p> <p>WHEREAS, the City Council of the City of El Paso believes that the public will be served by reducing truck traffic on the POE's thereby reducing the negative environmental impact that arises from the idling truck traffic, enhancing the efficient movement of international cargo, and by furthering the economic development of the region;</p> <p>NOW, THEREFORE, the parties agree to use efforts to negotiate and work towards a final agree as follows:</p> <ol style="list-style-type: none"> 1. City of El Paso. In order to advance the development of the FS Project, the City of El Paso shall: <ol style="list-style-type: none"> a. Identify a point of contact responsible for assisting in the tasks outlined in this MOU. b. Assist FSX to identify the necessary right of way and permits required to establish the FS international crossing project. c. Assist during the application process if a Presidential Permit (amended or new) is needed and after all requirements have been fulfilled by FSX. d. Identification and coordination with other appropriate potential partners such as the
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<ul style="list-style-type: none"> d. Identificación y coordinación con otros socios potenciales adecuados, como la Autoridad de Movilidad Regional de El Paso Camino Real (CRRMA) en asuntos relacionados con el Proyecto FS. e. Proporcionar cualquier dato disponible para llevar a cabo un análisis de impacto económico a detalle del Proyecto FS que pueda ser utilizado por todas las partes para lograr sus objetivos individuales y colectivos relacionados con el proyecto. Todas las partes participarán en el diseño del producto final. FSX será responsable de los costos asociados para realizar dicho análisis de impacto económico. f. Facilitar sesiones de trabajo, conferencias y esfuerzos de coordinación con los miembros del Comité Directivo binacional de Puentes para apoyar en el desarrollo del Proyecto FS. g. Trabajar con FSX para identificar los beneficios económicos y de calidad de vida proporcionados a los ciudadanos de El Paso por el proyecto FS y apoyar a comunicar estos beneficios en foros apropiados. <p>2. Ciudad Juárez. Con el fin de avanzar en el desarrollo del Proyecto FS, Ciudad Juárez deberá:</p> <ul style="list-style-type: none"> a. Identificar un punto de contacto responsable de completar las tareas descritas en este MOU. b. Realizar el trámite necesario con el gobierno federal mexicano y/o concesionario para validar la posibilidad de proporcionar el derecho de vía necesario en el POE de Zaragoza para establecer el cruce internacional FS en el lado mexicano de la frontera internacional. Juárez proporcionará un informe a todas las partes sobre el proceso legal necesario, los costos asociados y otros asuntos pertinentes para lograr este objetivo. c. Trabajar con FSX y otras entidades según sea necesario para identificar los derechos de paso apropiados desde el POE de Zaragoza hasta el (los) sitio (s) seleccionado (s) de Juárez para la (s) 	<p>El Paso Camino Real Regional Mobility Authority (CRRMA) on matters regarding the FS Project.</p> <ul style="list-style-type: none"> e. Provide any available data to conduct an in-depth economic impact analysis of the FS Project which can be used by all parties to accomplish their individual and collective objectives related to the project. All parties will have input into the design of the final deliverable. FSX will be responsible for the associated costs to conduct said economic impact analysis. f. Facilitate work sessions, conversations and coordination efforts with the members of the bi-national Bridges Steering Committee to assist in the development of the FS Project. g. Work with FSX to identify the economic and quality of life benefits provided to the citizens of El Paso by the FS project and assist in communicating these benefits in appropriate forums. <p>2. Ciudad Juárez. In order to advance the development of the FS Project, Ciudad Juárez shall:</p> <ul style="list-style-type: none"> a. Identify a point of contact responsible for completing the tasks outlined in this MOU. b. Undertake the necessary process with Mexican federal government and/or concessionaire to validate the possibility of providing the necessary right of way at the Zaragoza POE to establish the FS international crossing on the Mexican side of the international border. Juárez will provide a report to all parties as to the necessary legal process, associated costs and other pertinent matters to achieve this objective. c. Work with FSX and other entities as necessary to identify the appropriate rights of way from the Zaragoza POE to the selected Juárez site(s) for the FS transportation terminal(s) and inspection facilities.
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<p>terminal (s) de transporte de FS y las instalaciones de inspección.</p> <p>d. Utilizar sus contactos dentro del sector privado de manufactura y transporte de El Paso y Juárez para abrir las puertas para que FSX ofrezca los servicios de FSX.</p> <p>e. Trabajar con FSX para identificar los incentivos económicos y de calidad de vida proporcionados a los ciudadanos de Juárez por el proyecto FS. Identificar posibles incentivos de financiamiento, incluidos, entre otros, el financiamiento de bonos municipales y los incentivos fiscales estatales y / o federales, que mejorarán la estructura de costos del proyecto y, al mismo tiempo, brindarán una tasa justa de retorno a los ciudadanos de Juárez. Trabajar con FSX para desarrollar un plan de financiamiento del proyecto y presentarlo al Cabildo Municipal para su consideración.</p> <p>3. <u>Transporte de carga (FSX)</u>. Con el fin de avanzar en el desarrollo del Proyecto FS, FSX deberá:</p> <ul style="list-style-type: none"> a. Realizar la investigación necesaria y complete todos los requisitos necesarios con respecto a un nuevo (o enmendado) Permiso Presidencial. b. Realizar un análisis a detalle del impacto económico del proyecto y proporcionar resultados a la Ciudad de El Paso y a Ciudad de Juárez. c. Participar en conversaciones con la Ciudad de El Paso con respecto a la adopción de un acuerdo de participación en los ingresos antes de que el proyecto se construya y esté en operación. d. Considerar la posibilidad de construir o permitir que se construya un Sistema FS completo en la zona de El Paso/Juárez, diseñado para transportar cargamentos de punto a punto dentro de la región, y cuando menos tendría las siguientes características: <ul style="list-style-type: none"> - Instalaciones terminales tanto en El Paso como en Juárez que requieran seguridad, inspección y otras amenidades / instalaciones 	<p>d. Use its contacts within the private manufacturing/transportation sector of El Paso and Juárez to open doors for FSX to offer FSX's services.</p> <p>e. Work with FSX to identify the economic and quality of life incentives provided to the citizens of Juárez by the FS project. Identify potential financing incentives, including but not limited to municipal bond financing and state and/or federal tax incentives, that will improve the project's cost structure while at same time deliver a fair rate of return to the citizens of Juárez. Work with FSX to develop a project financing plan and present it to the City Council for consideration.</p> <p>3. <u>Freight Shuttle (FSX)</u>. In order to advance the development of the FS Project, FSX shall:</p> <ul style="list-style-type: none"> a. Perform all the necessary research and complete all necessary requirements regarding a new (or amended) Presidential Permit. b. Conduct an in-depth economic impact analysis of the project and provide results to the City of El Paso and City of Juárez. c. Engage in discussions with the City of El Paso regarding the adoption of a revenue sharing agreement before the project is constructed and in operation. d. Consider the possibility of constructing or causing to be constructed a complete FS System in the El Paso/Juárez area, designed to transport cargo shipments from point to point within the region, and that minimally would have the following characteristics: <ul style="list-style-type: none"> - Terminal facilities in both El Paso and Juárez that would have required security, inspection and other amenities/facilities deemed necessary pursuant to an agreement, as well as those deemed necessary by the federal
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	<p>consideradas necesarias de conformidad con un acuerdo, así como las que los gobiernos federales de los Estados Unidos y México consideren necesarias.</p> <ul style="list-style-type: none"> - El diseño y construcción de guías bidireccionales elevadas y seguras que unirán las instalaciones de la terminal tanto en El Paso como en Juárez. - Vehículos de transporte de carga en el sistema FS que no estarían tripulados y serían impulsados por motores de inducción lineal eléctricos. - Terminación de un vehículo de transporte de producción para un sistema Expreso Transfronterizo (CBE) en la ubicación de El Paso. 		<p>governments of the US and México.</p> <ul style="list-style-type: none"> - The design and construction of elevated, secure bi-directional guideways that will link the terminal facilities in both El Paso and Juárez. - Cargo transport vehicles in the FS system that would be unmanned and driven by electric, linear induction motors. - Completion of a production transport vehicle for a Cross-border Express (CBE) System at the El Paso location.
4.	<p>Transbordador de Carga. Con el fin de avanzar en el desarrollo del Proyecto FSX, Transbordador de Carga deberá:</p> <ol style="list-style-type: none"> a. Trabajar con funcionarios del gobierno federal, estatal y local para avanzar en el despliegue del Sistema FSX binacional. b. Coordinar con los funcionarios federales mexicanos que supervisan la Aduana, Aduanas Mexicanas. c. Coordinar con los funcionarios del Estado de Chihuahua los ingresos por peajes, permisos e impuestos. d. Trabajar con la industria y la comunidad empresarial para integrar el sistema FSX en la comunidad manufacturera de Ciudad Juárez. e. Trabajar con el Banco de Desarrollo de América del Norte para organizar el financiamiento internacional para la parte de la deuda del Sistema FSX. f. Trabajar con inversionistas privados para organizar aportaciones de capital en la estructura de propiedad del Sistema FSX. 	4.	<p>Transbordador de Carga. In order to advance the development of the FSX Project, Transbordador de Carga shall:</p> <ol style="list-style-type: none"> a. Work with officials in the federal, State, and local government to advance the deployment of the binational FSX System. b. Coordinate with Mexican federal officials overseeing Aduana, Mexican Customs. c. Coordinate with State of Chihuahua officials on tolling revenue, permitting, and taxation issues. d. Work with industry and the business community to integrate the FSX system into the manufacturing community in Ciudad Juárez. e. Work with the North American Development Bank to arrange international financing for the debt portion of the FSX System. f. Work with private investors for arrange for equity contributions into the ownership structure of the FSX System.
5.	<p>Actividades conjuntas. Una vez que las partes firman este memorando de entendimiento, acuerdan trabajar juntas para:</p> <ol style="list-style-type: none"> a. Determinar un cronograma del proyecto y plazos para cada una de las obligaciones que las partes respectivas han asumido. 	5.	<p>Joint Activities. Once the parties sign this MOU, they agree to work together to:</p> <ol style="list-style-type: none"> a. Determine a project schedule and timelines for each of the obligations the respective parties have undertaken b. Develop and implement a process to

<p>b. Desarrollar e implementar un proceso para comunicarse con los funcionarios y/o agencias federales apropiados tanto en los Estados Unidos como en México con el objetivo de llevar todo el proyecto a una conclusión exitosa.</p> <p>c. Desarrollar un plan de implementación para el Proyecto FS que incluya un plan financiero, un plan de permisos y un cronograma y plan de adquisición de Derecho de Vía.</p> <p>6. Terminación. Cualquier parte puede rescindir este MOU con treinta (30) días de anticipación mediante notificación por escrito a las otras partes de la intención de rescindir este MOU.</p> <p>7. Idioma. El texto completo de este MOU ha sido redactado en inglés y español, considerándose ambas versiones oficiales y traducidas para indicar el mismo contenido.</p> <p>8. Fecha de entrada en vigor. Este MOU se hace efectivo en la última fecha que acompaña a las firmas a continuación.</p>	<p>communicate with the appropriate federal official(s) and/or agencies in both the U.S. and México with the goal of bringing the entire project to a successful conclusion.</p> <p>c. Develop an implementation plan for the FS Project including a financial plan, permitting plan and ROW acquisition schedule and plan.</p> <p>6. Termination. Any party may terminate this MOU upon thirty (30) days' written notice to the other parties of the intention to terminate this MOU.</p> <p>7. Language. The full text of this MOU has been written in English and Spanish, both versions being considered official and translated to state the same content.</p> <p>8. Effective Date. This MOU is made to be effective on the latest date accompanying the signatures below.</p>
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[Signature page for all entities follows]

APPROVED by the City Council, El Paso, Texas in its meeting held on the 7th day of November, 2022 and executed by its authorized representative.



ATTEST:

Laura D. Prine

Laura D. Prine
City Clerk

CITY OF EL PASO

Oscar Leeser
Oscar Leeser
Mayor

APPROVED AS TO FORM:

Evy A. Sotelo

Evy A. Sotelo
Assistant City Attorney

APPROVED AS TO CONTENT:

Roberto Tinajero

Roberto Tinajero
Interim Director for International Bridges

APPROVED by the City of Juárez in its meeting held on the 20th day of January, 2023 and executed by its authorized representative.

CITY OF JUÁREZ
Cruz Pérez Cuellar

Lic. Cruz Pérez Cuellar
Presidente Municipal de Juárez Chihuahua

APPROVED by FSX / Transbordador de Carga in its meeting held on the 20th day of January, 2023 and executed by its authorized representative.

FSX, LLC / Transbordador de Carga

Clay Signor
Chairman of the Board