



AGENDA FOR THE MASS TRANSIT DEPARTMENT BOARD MEETING

**October 10, 2023
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: 157-779-784#

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/cc20aad8258146ab8f63761079bd1091>

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: 157-779-784#

A sign-up form is available on line at:

<https://app.smartsheet.com/b/form/dc001f113c14440db558b9da4e973ce2>

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 12, 2023. [23-1299](#)

All Districts

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

CONSENT AGENDA – REQUEST TO EXCUSE ABSENT MASS TRANSIT BOARD MEMBERS

2. Request to excuse absent Mass Transit Department Board Members. [23-1298](#)

All Districts

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

CONSENT AGENDA - RESOLUTIONS:

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

3. That the City Manager, or designee, be authorized to sign a License Agreement by and between El Paso County (hereinafter the "Licensor") and Mass Transit Board for the City of El Paso (hereinafter the "Licensee") for the use of Sun Metro bus stops as identified in attachments to the License Agreement, attached to the Resolution as Exhibit A, for use by the County of El Paso's [23-1149](#)

public transit service.

All Districts

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

4. That the City Manager, or designee, be authorized to sign an Agreement by and between Housing Authority of the City of El Paso d/b/a Housing Opportunity Management Enterprises (hereinafter "HOME") and City of El Paso (hereinafter "City") for the use of HOME property for the construction, operation, monitoring, maintenance and repair of a Sun Metro Bus Stop located in 201 Cortez Dr. El Paso, Texas 79905 and more specifically identified in Exhibit B of the Agreement. Further, that the City Manager or designee be authorized to sign any amendments, related documents and perform any actions necessary to accomplish the purpose of the resolution.

[23-1175](#)

District 2

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

CONSENT AGENDA - BIDS:

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

5. The linkage to the strategic plan is subsection 7.3 - Enhance a regional comprehensive transportation system.

[23-1304](#)

Award Summary:

The award of Solicitation 2023-0188 Armored Car Services to Trans America Protection Corporation for an initial term of three (3) years for an estimated amount of \$187,056.00. The award also includes a two (2) year option for an estimated amount of \$124,704.00. The total amount of the contract, including the initial term plus the option for a total of five (5) years, is for an estimated amount of \$311,760.00. This contract will provide daily armored car services for currency pickup at various Sun Metro locations to be delivered to Transit Operation Center and to the bank for deposit. Locations include bus transit center cashier offices, street car facility and money room. This contract will also service ticket vending machines along bus routes and bus terminals, which includes removal and installation of cash boxes.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$44,244.00 for the initial term, which represents a 30.98% increase due to price increases for this service.

Department:	Mass Transit (Sun Metro)
Vendor:	Trans America Protection Corporation
	El Paso, TX
Item(s):	All
Initial Term:	3 Years

Option to Extend:	2 Years
Annual Estimated Award:	\$62,352.00
Initial Estimated Award:	\$187,056.00 (3 Years)
Total Estimated Award:	\$311,760.00 (5 Years)
Account No.:	560 - 3200 - 522150 - 60000 - P6003
Funding Source:	Sun Metro Operating Funds
District(s):	All

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing Department and Mass Transit (Sun Metro) Department recommend award as indicated to Trans America Protection Corporation the lowest responsive and responsible bidder.

All Districts

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

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

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

6. Far West Texas/El Paso Regional Transportation Coordination Committee update to be presented to Mass Transit Department Board Members.

[23-1297](#)

All Districts

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

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

7. Discussion and action that the Mass Transit Department Board ratifies the execution of the Submitter Merchant Agreement between the City of El Paso through its Mass Transit Department (Sun Metro) and Chase Paymentech for the provision of third-party payment processing services and the execution of the Payment Processing Services Agreement between the City of El Paso through its Mass Transit Department (Sun Metro) and Genfare, a limited liability company, for credit card payment processing services connected to the continued functionality of the Ticket Vending Machines (TVMs) that the public uses to purchase Sun Metro bus passes, for a term to begin Effective Date and end on December 1, 2024; the term is automatically extended every year for a one (1) year renewal term unless the parties provide 45-day termination notice. The contract price is for 5.5% +\$0.05 of total payments processed charged at a monthly interval; and that the City Manager or designee be authorized to take actions necessary and effectuate any budget transfers, sign all related agreements, amendments to such agreements and documents necessary to carry out the intent of this resolution. [POSTPONED FROM 09-12-2023]

[23-1113](#)

All Districts

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

8. The linkage to the Strategic Plan is subsection 7.3 - Enhance regional comprehensive transportation system.

[23-1300](#)

Discussion and action on the request that the Managing Director of the Purchasing & Strategic Sourcing Department be authorized to issue a Purchase Order(s) to Siemens Mobility, Inc., the sole and authorized distributor for 2023-0066 Traction Power Substation Equipment and Services for a term of three (3) years for an estimated amount of \$1,388,747.00 with the stipulation that the vendor provides an updated sole source letter and affidavit each year. This contract will allow the purchase of Traction Power Substations Siemens Parts, Maintenance and Training needed to maintain the El Paso Streetcar track system.

Department:	Mass Transit (Sun Metro)
Award to:	Siemens Mobility, Inc. New York, NY
Year 1 Total:	\$471,747.00
Year 2 Total:	\$440,000.00
Year 3 Total:	\$477,000.00
Total Estimated Amount:	\$1,388,747.00 (3 years)
Account No.:	560-3210-60080-522140- P6018-P60FTA442- G60205307
Funding Source:	Federal Transit Administration Formula 5307 Grant
District(s)	All
Sole Source No.:	2023-0066

This is a Sole Source contract. General Exemption under Texas Local Government Code Section 252.022 Part 7 (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies.

The Purchasing & Strategic Sourcing and Mass Transit (Sun Metro) Departments recommend that the contract be awarded as indicated to Siemens Mobility, Inc. the sole source and authorized distributor for Siemens Traction Power Substation Equipment and Services.

All Districts

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

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092

9. The linkage to the strategic plan is subsection 7.3 - Enhance a regional comprehensive transportation system.

[23-1306](#)

Award Summary:

Discussion and action on the award of solicitation 2023-0673 Janitorial Services - Mass Transit (Re-Bid) to Francisco Corral dba Eagle Janitorial

Service Co. for an initial term of three (3) years for an estimated amount of \$6,804,579.00. The award also includes a two (2) year option for an estimated amount of \$4,536,386.00. The total amount of the contract, including the initial term plus the option for a total of five (5) years, is for an estimated amount of \$11,340,965.00. This contract will provide daily janitorial services for the Sun Metro locations to promote safety and good public image on its operations.

Contract Variance:

Contract value exceeds current contract due to increase on hourly rates, number of facilities serviced, frequency of service and additional services.

Department:	Mass Transit (Sun Metro)
Vendor:	Francisco Corral dba Eagle Janitorial Service Co. El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option to Extend:	2 Years
Annual Estimated Award:	\$2,268,193.00
Initial Estimated Award:	\$6,804,579.00 (3 Years)
Total Estimated Award:	\$11,340,965.00 (5 Years)
Account No.:	560 - 3215 - 522060 - 60050 - P6018 - P60FTA117 - G60195307
Funding Source:	FTA Formula 5307 Grant
District(s):	All

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing Department and Mass Transit (Sun Metro) Department recommend award as indicated to Francisco Corral dba Eagle Janitorial Service Co. the lowest responsive and responsible bidder.

All Districts

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

EXECUTIVE SESSION

The Mass Transit Department Board of the City of El Paso may retire into EXECUTIVE SESSION pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Chapter 551, Subchapter D, to discuss any of the following: (The items listed below are matters of the sort routinely discussed in Executive Session, but the Mass Transit Department Board of the City of El Paso may move to Executive Session any of the items on this agenda, consistent with the terms of the Open Meetings Act.) The Mass Transit Department Board will return to open session to take any final action and may also, at any time during the meeting, bring forward any of the following items for public discussion, as appropriate.

Section 551.071	CONSULTATION WITH ATTORNEY
Section 551.072	DELIBERATION REGARDING REAL PROPERTY

Section 551.073 DELIBERATION REGARDING PROSPECTIVE GIFTS
Section 551.074 PERSONNEL MATTERS
Section 551.076 DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS
Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS
Section 551.089 DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS; CLOSED
MEETING

ADJOURN

NOTICE TO THE PUBLIC:

Sign Language interpreters are provided for this meeting. If you need Spanish Interpreter Services, you must email CityClerk@elpasotexas.gov at least 72 hours in advance of the meeting.

**MASS TRANSIT BOARD AGENDAS ARE PLACED ON THE INTERNET THE THURSDAY
PRIOR TO EACH MEETING AT THE FOLLOWING ADDRESS:**

<http://www.elpasotexas.gov/>



Legislation Text

File #: 23-1299, **Version:** 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

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

AGENDA LANGUAGE:

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

Approval of minutes of the Regular Mass Transit Department Board Meeting of September 12, 2023.



**MASS TRANSIT DEPARTMENT BOARD MINUTES
CITY COUNCIL CHAMBERS
September 12, 2023**

A meeting of the Mass Transit Department Board was called to order at 11:15 a.m. Board Chair Oscar Leaser was present and presiding and the following Board Members answered roll call: Brian Kennedy, Alessandra Anello, Cassandra Hernandez, Joe Molinar, Art Fierro, and Henry Rivera. Absent Board Members: Isabel Salcido and Chris Canales.

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.

No members of the public commented.

CONSENT AGENDA

Motion made by Board Member Rivera, 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 Leaser and Board Members Kennedy, Anello, Hernandez, Molinar, Fierro, and Rivera
NAYS: None
ABSENT: Board members Salcido and Canales

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 Board Meeting of August 1, 2023, and Special Mass Transit Board Meetings of August 14, 15, and 29, 2023.
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CONSENT AGENDA – REQUEST TO EXCUSE ABSENT MASS TRANSIT BOARD MEMBERS

2. *Motion made, seconded, and unanimously carried to **EXCUSE** Board Members Isabel Salcido and Chris Canales from the September 12, 2023, Mass Transit Department Board meeting.

REGULAR AGENDA – OPERATIONAL FOCUS UPDATES

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

3. Updated Report on Sun Metro LIFT Survey Methodology.

Director of Mass Transit Anthony DeKeyser presented a PowerPoint presentation (copy of file in the City Clerk's Office) and was available to answer questions.

Board Chair Leeser and Board Members Annello, Hernandez, and Molinar commented.

The following staff members commented:

1. Mr. Cary Westin, Interim City Manager
2. Mr. Victor Caraveo, Sun Metro Project Manager

NO ACTION was taken on this item.

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS

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

4. Motion made by Board Member Annello, seconded by Board Member Rivera, and unanimously carried to **POSTPONE FOUR WEEKS** to the Regular Mass Transit Board meeting of October 10, 2023, the discussion and action that the Mass Transit Department Board ratifies the execution of the Submitter Merchant Agreement between the City of El Paso through its Mass Transit Department (Sun Metro) and Chase Paymentech for the provision of third-party payment processing services and the execution of the Payment Processing Services Agreement between the City of El Paso through its Mass Transit Department (Sun Metro) and Genfare, a limited liability company, for credit card payment processing services connected to the continued functionality of the Ticket Vending Machines (TVMs) that the public uses to purchase Sun Metro bus passes, for a term to begin Effective Date and end on December 1, 2024; the term is automatically extended every year for a one (1) year renewal term unless the parties provide 45-day termination notice. The contract price is for 5.5% +\$0.05 of total payments processed charged at a monthly interval; and that the City Manager or designee be authorized to take actions necessary and effectuate any budget transfers, sign all related agreements, amendments to such agreements and documents necessary to carry out the intent of this resolution.

Director of Mass Transit Anthony DeKeyzer, and Interim City Manager Cary Westin, were present to answer questions.

Board Chair Leeson and Board Member Hernandez commented.

AYES: Board Chair Leeson and Board Members Kennedy, Annello, Hernandez, Molinar, Fierro, and Rivera
NAYS: None
ABSENT: Board members Salcido and Canales

5. Motion made by Board Member Molinar, seconded by Board Member Rivera, and unanimously carried to **AUTHORIZE** the Managing Director of the Purchasing and Strategic Department to issue a Purchase Order(s) to Genfare, LLC the sole and authorized distributor for 2023-0505 Ticket Vending Machine Parts for a term of three (3) years for an estimated amount of \$330,000.00, with the stipulation that the vendor provides an updated sole source letter and affidavit each year. This contract will allow Sun Metro to purchase replacement parts for the Genfare ticket vending machines and farebox parts.

Department: Mass Transit (Sun Metro)
Award to: Genfare, LLC
Elk Grove Village, IL
Annual Estimated Amount: \$110,000.00
Total Estimated Amount: \$330,000.00 (3 years)
Account No.: 560-3210-60080-522140- P6018-P60FTA442-G60205307
Funding Source: Federal Transit Administration Formula 5307 Grant
District(s): All
Sole Source No.: 2023-0505

This is a Sole Source contract.

The Purchasing & Strategic Sourcing and Mass Transit (Sun Metro) Departments recommend that the contract be awarded as indicated to Genfare, LLC the sole source and authorized distributor replacement parts for Genfare Ticket Vending Machines and farebox parts.

Director of Mass Transit Anthony DeKeyzer and Senior Procurement Officer Crystal Paz were present to answer questions.

Board Chair Leeson and Board Member Rivera commented.

AYES: Board Chair Leeson and Board Members Kennedy, Annello, Hernandez, Molinar, Fierro, and Rivera
NAYS: None
ABSENT: Board members Salcido and Canales

ADJOURN

Motion made by Board Member Molinar, seconded by Board Member Annello, and unanimously carried to **ADJOURN** the meeting at 11:46 AM.

AYES: Board Chair Leeson and Board Members Kennedy, Annello, Hernandez, Molinar, Fierro, and Rivera

NAYS: None

ABSENT: Board members Salcido and Canales

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Approved as to content:

Anthony Dekeyser, Director

DRAFT



Legislation Text

File #: 23-1298, **Version:** 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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All Districts

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

AGENDA LANGUAGE:

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Request to excuse absent Mass Transit Department Board Members.



Legislation Text

File #: 23-1149, **Version:** 2

**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 DeKeyzer, (915) 212-3306

AGENDA LANGUAGE:

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

That the City Manager, or designee, be authorized to sign a License Agreement by and between El Paso County (hereinafter the "Licensor") and Mass Transit Board for the City of El Paso (hereinafter the "Licensee") for the use of Sun Metro bus stops as identified in attachments to the License Agreement, attached to the Resolution as Exhibit A, for use by the County of El Paso's public transit service.

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

AGENDA DATE: October 10, 2023

PUBLIC HEARING DATE: N/A

**CONTACT PERSON(S) NAME
AND PHONE NUMBER:** Anthony DeKeyzer (915) 212-3306

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 7.3 Enhance a regional comprehensive transportation system

SUBJECT:

That the City Manager, or designee, be authorized to sign a License Agreement by and between El Paso County (hereinafter the "Licensor") and Mass Transit Board for the City of El Paso (hereinafter the "Licensee") for the use of Sun Metro bus stops as identified in attachments to the License Agreement, attached to this Resolution as Exhibit A, for use by the County of El Paso's public transit service.

BACKGROUND / DISCUSSION:

The City will issue a non-exclusive license agreement for the use of its transit centers and bus stops to El Paso County transit for the purpose of allowing passengers to board and de-board County transit vehicles. The agreement will identify which Sun Metro transit centers the County may access, establish rules for the use of these facilities, and establish an annual fee for the privilege of the County to utilize the facilities.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Sun Metro

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

DEPARTMENT HEAD:

Anthony DeKeyzer
Name

Anthony R. Dekeyzer
Signature

September 21, 2023
Date

LICENSE AGREEMENT

Non-Sun Metro Bus Stops

WITNESSETH

Licensee may use Stops for purposes of this agreement during the period this agreement is in effect. For purposes of this agreement, use shall be limited to allowing passengers to board and de-board from a vehicle operated by Licensee subject to this agreement, except as specified in Section 5. Passengers shall also be allowed to use transit center parking areas in accordance with Section 8.

2. **TERM:** This License Agreement shall remain in effect unless terminated by either party.
3. **CONDITION OF THE STOP:** The City makes no warranty or representation of the suitability of the Stop for the intended use. All claims for injuries or damages associated with the Licensee's use of the Stop shall be the responsibility of Licensee. Each stop utilized by Licensee must include a bus stop sign to be placed at the location, in accordance with Section 5.
4. **DAMAGES TO CITY PROPERTY.** Licensee is responsible for all damages to the Property, including any liens, caused by the Licensee and/or the Licensee's contractors, agents, subcontractors, and/or employees. If any damage is caused by the Licensee or the Licensee's contractors, agents, subcontractors, and/or employees, then the City will send an invoice to Licensee in the amount necessary to perform the repairs. Licensee will pay all invoices by the City within 30 calendar days of receipt. The City may remove any improvements on the Property that the Licensee performs without authorization of the City. The City will send an invoice to the Licensee for the costs of removing any unauthorized improvements. The Licensee will pay such invoice within 30 calendar days of receipt.
5. **IMPROVEMENTS:** Any improvement Licensee wishes to place at a stop shall require prior written approval from the Director of the City of El Paso's Mass Transit Department ("Sun Metro") "Director." An improvement shall be limited to the following:
 - a. Bus bench (or other seat type);
 - b. Bus shelter;
 - c. Ticket vending machine (TVM) associated with Licensee's transit system; and
 - d. Signage associated with Licensee's bus stop or boarding area.

Design and limits on an improvement shall be subject to the discretion of the Director, in order to ensure visual and design compatibility with the City's improvements at a stop. Installation of an improvement shall be in accordance with the El Paso City Code, be at the sole cost and expense of Licensee, and shall include appropriate City staff as stakeholders in the improvement project.

Upon termination of this agreement, end of useful life of an improvement, or due to other need of the City for use of its stop, Licensee shall be required to remove the improvement and return the area where it had been installed to its prior condition. Should Licensee fail to remove an improvement within 45 days, when required by the City, the improvement shall become the property of the City, unless it chooses to remove the improvement and recover cost incurred at Licensee's expense.

6. **MAINTENANCE AND SECURITY:** The City shall be responsible for maintenance and security of Stops located at transit centers, except that it shall be the sole responsibility of Licensee to keep, maintain and repair any improvements approved by the Director placed at a Stop by Licensee or its authorized agent, at Licensee's sole cost and expense.
For instances of inadequate maintenance that is the responsibility of Licensee, the City shall provide written notification via first-class mail or electronic mail, and Licensee shall have three business days to correct the deficiency(-ies), or by a deadline otherwise approved by the Director. If an instance of inadequate maintenance poses an imminent safety hazard, Licensee must correct the deficiency(-ies) within 24 hours; otherwise, the City may abate the safety hazard and be authorized to recover cost incurred from Licensee.
7. **SALE OF BUS PASSES:** Licensee shall be allowed to provide for the sale of passes for its transit service by installation of a TVM at a stop located at a transit terminal, in accordance with Section 5. The City shall not be an agent for the sale of bus passes for Licensee.
Upon request of Licensee, a sign advertising Licensee's transit services may be placed by the City at a designated location in the vicinity of an approved TVM, and Licensee shall be subject to the same application, printing, and advertising fees approved by the City of El Paso for its bus shelter advertising panels.
8. **PARKING AREAS:** Passengers of Licensee's transit service shall be allowed to park personally-owned vehicles at a Stop subject to the following conditions:
 - a. At park-and-ride spaces at transit terminals only;
 - b. Distinctive decal, rear-view mirror placard, or dashboard placard provided by Licensee shall be displayed inside vehicle, and shall be visible from outside the vehicle; and
 - c. Abandoned vehicles shall be regulated and abated in accordance with applicable statutes of the State of Texas and ordinances of the City of El Paso.
9. **LICENSE FEE:** A flat \$20,000 License Fee shall be assessed on an annual basis and will provide the Licensee with all rights and privileges associated with this License.
10. **LICENSE FEE PAYMENTS:** License shall be required to remit an annual license fee payment to the City on a quarterly basis, according to the following schedule:
 - a. First quarter, January - March, due April 30;
 - b. Second quarter, April - June, due July 30;
 - c. Third quarter, July - September, due October 30; and

- d. Fourth quarter, October - December, due January 30.

The City shall issue an invoice to Licensee 30 days prior to each payment due date. In lieu of quarterly payments, Licensee may request that the City issue an invoice for the entire annual license fee 30 days prior to the first quarter payment being due. Any license payment paid by Licensee to the City shall be considered non-refundable.

11. **CONDITION OF STOP UPON SURRENDER:** At the termination of this License Agreement, the Department shall surrender the Stop in the condition in which it was at the inception of this License Agreement, excepting:

- a. deterioration caused through reasonable use and ordinary wear and tear;
- b. alterations, improvements or conditions made with the City's written approval; and
- c. any change, damage or destruction not resulting from Licensee's willful act.

12. **TORT CLAIMS ACTS:** Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this License Agreement. Any liability incurred in connection with this License 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. Licensee 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 License Agreement modifies and/or waives any provision of the Texas Tort Claims Act.

This License Agreement is not intended by any of the provisions of any part of the License Agreement to create in the public, or any member thereof, a third-party beneficiary or to authorize anyone not a party to the License 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 License Agreement.

13. **RELEASE.** The Licensee releases the City from any property damage and/or property loss sustained by the Licensee while using the Property, regardless of whether such property damage or loss is caused by the City's negligence.

14. **TERMINATION:** Each party has the option of canceling this License Agreement by giving 60 days written notice to the other party, except in cases of non-payment of License Fee by Licensee, by giving 14 days written notice from the City. By such termination neither party may nullify obligations already incurred for performance of the License Agreement prior to the date of termination of this License Agreement.

15. SUCCESSION: Provisions of this License Agreement shall apply and extend to all successors and assigns of the parties.
16. AMENDMENTS: This License Agreement shall not be altered except by an instrument in writing executed by the parties.
17. MERGER OF PRIOR AGREEMENTS: This License Agreement includes all of the conditions, agreements, and understandings between the parties concerning the subject matter of this License Agreement, and all such conditions, understandings and agreements have been merged into this written License Agreement. No prior condition, agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written License Agreement.
18. GOVERNING LAW: This License Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.
19. VENUE. This Agreement is entered in the City and County of El Paso, Texas. Venue for any dispute pertaining to this Agreement is in El Paso County, Texas.
20. NO REAL PROPERTY INTEREST. The City, by granting a license under the terms of this Agreement, does not warrant or represent that any permission for any real property interest, use of the City Property, or other right shall be granted to Licensee, except for rights created hereunder. This instrument merely grants a license for the sole purposes described in this Agreement and such license may be terminated at will at any time by the City. Except as strictly provided in this Agreement, nothing in this Agreement grants the Licensee any rights to the Property.
21. NOTICE: All notices relating to this License Agreement shall be in writing via United States Postal Service first-class mail, or by electronic mail, where specified.
22. ADDRESS FOR NOTICES: Notices required under this License Agreement shall be made at the following addresses, except as changed by written notice to the opposite party:

City of El Paso: City of El Paso
 Attn: City Manager
 PO Box 1890
 El Paso, Texas 79950-1890

Copy to: City of El Paso Mass Transit Department – Sun Metro
 Attn: Director
 10151 Montana Ave.
 El Paso, Texas 79925

And: City of El Paso – Real Estate Division
 Attn: Real Estate Manager
 PO Box 1890
 El Paso, Texas 79950-1890

Licensee: County of El Paso
Attn: Office of the County Judge
500 E. San Antonio Avenue, Suite 301
El Paso, Texas 79901

Copy to: El Paso Area Transportation Services,
Local Government Corporation (EPATS, LGC)
8037 Lockheed Dr. Suite 100
El Paso, Texas 79925

And: El Paso County Transit
800 E. Overland Ave. Rm. 200
El Paso, Texas 79901

23. **ASSIGNABILITY, SUCCESSORS, AND ASSIGNS.** This Agreement may not be assigned by either party without prior written approval of the other. The terms, provisions, and licenses provided in this Agreement inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the Parties.
24. **GOVERNMENTAL FUNCTIONS.** The City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.
25. **SEVERABILITY.** Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity does not affect the remaining provisions of this Agreement.
26. **EFFECTIVE DATE:** The effective date of this License Agreement is the date signed by both parties.


[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

EXECUTED THIS _____ DAY OF _____, 20__.

CITY OF EL PASO, TEXAS:


Cary Westin
Interim City Manager

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:



Anthony R. Dekeyzer, Director
Sun Metro/Mass Transit Department

ACKNOWLEDGMENT

THE STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me this _____ day of _____
_____, 20__, by Cary Westin, as Interim City Manager for the City of El Paso.

Notary Public, State of Texas

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

EXECUTED THIS 15th DAY OF May, 2023.

LICENSEE:

THE COUNTY OF EL PASO

Ricardo A. Samaniego
Ricardo A. Samaniego
County Judge

ATTEST:

Delia Briones
County Clerk Delia Briones



APPROVED AS TO CONTENT:

Norma Rivera-Palacios
Executive Director, Norma Rivera-Palacios
Public Works Department

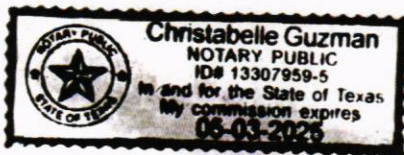
APPROVED AS TO FORM:

/s/ Alejandro Cuellar
Assistant County Attorney
Alejandro Cuellar

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 15th day of May, 2023,
by _____ of Licensee, _____ a _____
_____.



Christabelle Guzman
Notary Public, State of Texas

RESOLUTION

WHEREAS, the City of El Paso (“City”) through its Mass Transit Department Board (“Board”) operates transit services as “Sun Metro” and has various bus stops throughout the City of El Paso; and

WHEREAS, the County of El Paso (“County”) offers public transit services within the City of El Paso geographic boundaries and would like to use existing Sun Metro Bus Stops in furtherance of the provision of its public transit services; and

WHEREAS, the Board is amenable to allowing County the use of existing Sun Metro bus stops in providing County public transit services as this benefits the citizens of El Paso by providing additional options and access to public transportation; as well as encouraging and increasing Sun Metro ridership; and

WHEREAS, County and the Board wish to enter into a License Agreement (“Agreement”) to allow County transit services to use specific Sun Metro bus stops as may be mutually agreed-upon by Sun Metro and County Transit staff.

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

That the City Manager, or designee, be authorized to sign a License Agreement by and between El Paso County and the Mass Transit Department Board for the City of El Paso for the use of Sun Metro bus stops as identified in attachments to the License Agreement, attached to this Resolution as Exhibit A, for use by the County of El Paso’s public transit service.

That the City Manager, or designee, be authorized to sign, administer, and, if necessary, terminate similar License Agreements, in a form similar to the Agreement attached as Exhibit A, by and between the City of El Paso and other transit entities that wish to provide public transit services

within the City of El Paso, where such Agreements will have a similar effect of potentially increasing Sun Metro ridership and expanding available options to the citizens of El Paso for public transportation services, and in keeping with the intent and guidance of this Resolution.

That the City Manager, or designee, be authorized to administratively amend, append, or remove specified Sun Metro bus stops from the License Agreements resulting from the Mass Transit Department Board's approval of this Resolution; upon vetting and approval by Sun Metro staff.

That the City Manager or designee be authorized to effectuate any budget transfers, any related agreements, amendments to such agreements and documents necessary to carry out the intent of this resolution.

Dated this _____ day of _____ 2023.


CITY OF EL PASO

Oscar Leeser
Chairman

ATTEST:

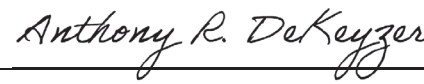
Laura D. Prine
Secretary

APPROVED AS TO FORM



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT



Anthony R. Dekeyzer, Director
Sun Metro/Mass Transit Department



Legislation Text

File #: 23-1175, **Version:** 2

**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.

District 2

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

AGENDA LANGUAGE:

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

That the City Manager, or designee, be authorized to sign an Agreement by and between Housing Authority of the City of El Paso d/b/a Housing Opportunity Management Enterprises (hereinafter "HOME") and City of El Paso (hereinafter "City") for the use of HOME property for the construction, operation, monitoring, maintenance and repair of a Sun Metro Bus Stop located in 201 Cortez Dr. El Paso, Texas 79905 and more specifically identified in Exhibit B of the Agreement. Further, that the City Manager or designee be authorized to sign any amendments, related documents and perform any actions necessary to accomplish the purpose of the resolution.

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

AGENDA DATE: October 10, 2023

PUBLIC HEARING DATE: N/A

**CONTACT PERSON(S) NAME
AND PHONE NUMBER:** Anthony DeKeyzer (915) 212-3306

DISTRICT(S) AFFECTED: District 2

STRATEGIC GOAL: 7.3 Enhance a regional comprehensive transportation system

SUBJECT:

That the City Manager, or designee, be authorized to sign an Agreement by and between Housing Authority of the City of El Paso d/b/a Housing Opportunity Management Enterprises (hereinafter "HOME") and City of El Paso (hereinafter "City") for the use of HOME property for the construction, operation, monitoring, maintenance and repair of a Sun Metro Bus Stop located in 201 Cortez Dr. El Paso, Texas 79905 and more specifically identified in Exhibit B of the Agreement. Further, that the City Manager or designee be authorized to sign any amendments, related documents and perform any actions necessary to accomplish the purpose of this resolution.

BACKGROUND / DISCUSSION:

Sun Metro has maintained a bus stop and shelter located at a housing complex owned by the Housing Authority of the City of El Paso, DBA Housing Opportunity Management Enterprises (HOME) at 201 Cortez Dr. As a result of the complex being renovated, the existing stop has been removed, and a new stop is planned to be installed when the construction project is complete. The agreement allows Sun Metro to use HOME property to place a shelter at the complex adjacent to the public right of way.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Sun Metro

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

DEPARTMENT HEAD:

Anthony DeKeyzer
Name

Anthony R. Dekeyzer
Signature

September 21, 2023
Date

AGREEMENT FOR USE OF PROPERTY SUN METRO BUS STOP RELOCATION

WITNESSETH

1. City is hereby granted access by HOME for City to use and to occupy the Parcel, noted on Exhibit B, in order to construct, erect, install, maintain, inspect, repair, replace, remove, use and operate the Bus Stop, the Bus Shelter, trash receptacle, and any improvements and signage related thereto that are at the sole discretion of the City (collectively referred to as the "Bus Stop") Other than what is authorized herein, City shall not alter, modify, expand, or add to the Bus Stop in any way without receiving prior written consent from HOME. HOME will coordinate with the City for the location of the bus stop as approximately indicated in Exhibit B. The size and specifications of the Bus Stop will follow Sun Metro's latest standards. The City will follow Sun Metro's latest standards in the construction, operation and maintenance of the Bus Stop, to include compliance with federal, state and local laws and regulations.
2. **TERM.** This Agreement shall be for a term of 25 years from the execution date of this Agreement. So long as the bus stop is still in use, thereafter the term shall be automatically extended for another twenty-five (25) year period. Notwithstanding the foregoing, and in the absence of written notice by either party, after the Bus Stop is initially constructed and operational, this Agreement will terminate 180 days after the City either (a) removes the Bus Stop without erecting a new one, or (b) no longer uses the Bus Stop.
3. **CONSIDERATION.** The consideration for this Agreement is the operation of the Bus Stop at the site of HOME's property that will be used by the general public including the tenants of the Apartment Complex.
4. **UTILITIES.** HOME has utilities and/or facilities (e.g., Electrical, Gas, Telephone/Internet/Data, Water, Irrigation, Sidewalks, Landscaping) located proximate to and/or buried at the site of or in the vicinity of the Parcel. City and its contractors, subcontracts, agents, and employees shall exercise diligence to avoid damaging any such utilities and/or facilities, will notify HOME immediately in writing if any damage does occur, and reimburse HOME for the costs of any repairs made necessary by such damage.
5. **PERSONAL PROPERTY, SIGNAGE AND EQUIPMENT.** The City shall furnish and install, at its sole cost and expense, any personal property, furniture, signage and equipment for the operation of the Bus Stop. HOME agrees that in no event shall HOME obtain any interest in the Bus Stop or assert that any of the Bus Stop has become part of the Parcel. City retains the right to at any time remove all or any part of the Bus Stop.
6. **CONDITION OF PREMISES AND IMPROVEMENTS.** City accepts the Parcel "as is" in its present condition and state of repair. The foregoing does not limit the rights of the City to modify the Parcel as described in Section 1 above.
7. **MAINTENANCE.** City shall be responsible for all maintenance of the Bus Shelter at the City's sole cost and expense. HOME may contact City in the event that maintenance is needed for the Bus Stop.

8. **TERMINATION.** The City shall have the unilateral right to terminate this Agreement if the legal title to the Parcel is clouded in the City Attorney's sole legal judgment or it becomes too costly to modify the Parcel in order to construct the Bus Shelter on it or on the right of way next to the Parcel. Each party has the option of terminating this Agreement by giving 90 days written notice to the other party.
9. **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. City 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 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.
10. **TAXES.** HOME is a political subdivision of the State of Texas and is exempt from paying ad valorem taxes on the real property that includes the Parcel.
11. **GOVERNING LAW.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.
12. **VENUE.** This Agreement is entered in the City and County of El Paso, Texas. Venue for any dispute pertaining to this Agreement is in El Paso County, Texas.
13. **AMENDMENTS:** This Agreement shall not be altered except by an instrument in writing executed by the parties.
14. **MERGER OF PRIOR AGREEMENTS:** This Agreement includes all of the conditions, agreements, and understandings between the parties concerning the subject matter of this License Agreement, and all such conditions, understandings and agreements have been merged into this written License Agreement. No prior condition, agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written License Agreement.
15. **SUCCESSORS AND ASSIGNS.** All of the terms, provisions, covenants and conditions of this Agreement shall be binding on HOME and its successors and assigns.

16. **WAIVER.** Any waiver by either party of any breach of the other's obligations shall not be deemed a continuing waiver, and shall not prevent a party from exercising any remedy it may have for any succeeding breach of the same or another obligation.

17. **NOTICE.** All notices relating to this Agreement shall be in writing via United States Postal Service first-class mail, or by electronic mail, where specified.

18. **ADDRESS FOR NOTICES:** Notices required under this Agreement shall be made at the following addresses, except as changed by written notice to the opposite party:

City of El Paso: City of El Paso Mass Transit Department – Sun Metro
Attn: Director
10151 Montana Ave.
El Paso, Texas 79925

Copy to: City of El Paso – Real Estate Division
Attn: Real Estate Manager
PO Box 1890
El Paso, Texas 79950-1890

HOME: Housing Authority of the City of El Paso d/b/a
Housing Opportunity Management Enterprises
Attn: Gerald Cichon, CEO
304 Texas Ave Suite 1600
El Paso, Texas 79901

19. **ENTIRE AGREEMENT.** This document contains all of the agreements between the parties and may not be modified, except by an agreement in writing signed by both parties.

20. **SEVERABILITY.** The invalidity or illegality of any provision hereof shall not affect the remaining provisions hereof.

21. **GOVERNMENTAL FUNCTION.** Both parties are entering into this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that they are entering into this Agreement as governmental entities performing a governmental function,

22. **SUBORDINATION.** This Agreement and the City's rights hereunder are and shall be subject and subordinate to any existing or future ground lease, mortgage, deed of trust, sale/leaseback transaction or any other hypothecation for security now or hereafter placed by HOME or its affiliated entity(ies) (including but not limited to EP Cielo Tower, LP) upon the Property, and the rights of any assignee of HOME as ground lessor, or any party under any mortgagee, trustee, beneficiary or leaseback lessor under any of the foregoing, and to any and all advances made on the security thereof and to all renewals, modifications,

consolidations, replacements and extensions thereof. This Agreement and the City's rights hereunder are further subject and subordinate to any use agreement or restriction entered into between HOME and/or EP Cielo Tower, LP and the United States Department of Housing and Urban Development ("HUD") and/or Texas Department of Housing and Community Affairs ("TDHCA") in regards to the Property (with such use agreement or restriction collectively referred to as a "Affordable Housing Use Restriction"). This Agreement shall be in all respects subordinate to such Affordable Housing Use Restriction including any amendment, extension, renewal, or other modification thereof. Furthermore, if any provision of this Agreement conflicts with an Affordable Housing Use Restriction, the Affordable Housing Use Restriction shall control. This subordination provision is required in this Agreement and may not be amended without HUD's or TDHCA's approval. Notwithstanding any other contract, document or other arrangement, upon termination of this Agreement, title to any real property leased herein shall remain vested in HOME and title to any of the buildings, fixtures, improvements, trade fixtures and equipment that may belong to City shall vest in HOME subject to exceptions, limitations and requirements imposed by the federal government, including but not limited to the Federal Transit Administration ("FTA") and the Department of Transportation ("DOT"), for buildings, fixtures, improvements, trade fixtures and equipment funded with federal funds.

23. **EFFECTIVE DATE.** The effective date of this Agreement is the date signed by both parties.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

EXECUTED THIS _____ DAY OF _____, 20__.

CITY OF EL PASO, TEXAS:

Cary Westin, Interim City Manager

APPROVED AS TO FORM:

Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:

Anthony R. Dekeyzer, Director
Sun Metro/Mass Transit Department

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me this _____ day of _____
_____, 20__, by Cary Westin, as Interim City Manager for the City of El Paso.

Notary Public in and for the State of Texas

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

EXECUTED THIS 20 DAY OF June, 2023.

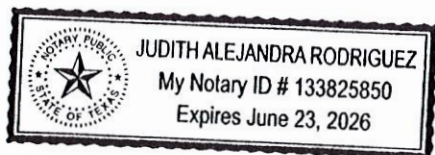
HOME:

By: [Signature]
Name: Gerald Cichon
Title: CEO

ACKNOWLEDGMENT

THE STATE OF Texas)
)
COUNTY OF El Paso)

This instrument was acknowledged before me on this 20 day of June, 2023,
by Gerald Cichon, CEO of HOME, _____
_____.



[Signature]
Notary Public, State of Texas

[Remainder of Page Left Intentionally Blank]

EXHIBIT A

LEGAL DESCRIPTION

PIC Development No: TX003000014

Address: 201 Cortez Dr, El Paso, TX 79905

A portion of Block 41 and Block 46, Clardy-Fox Subdivision, Unit V, a subdivision in the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 01, Page 26, Plat Records, and being more particularly described by metes and bounds as follows:

Commencing at a point lying on the centerline intersection of Cortez Drive (a 70' wide public right-of-way) and Blanco Avenue (a 60' wide public right-of-way); Thence, leaving said intersection and along Blanco Avenue centerline, North 89° 38' 00" West, a distance of 175.00 feet to a point; Thence, leaving said centerline, North 00° 22' 00" East, a distance of 180.92 feet to a point and being the TRUE POINT OF BEGINNING of this metes and bounds description;

THENCE, North 00° 22' 00" East, a distance of 173.27 feet to a point for a boundary corner;

THENCE, North 89° 38' 00" West, a distance of 61.56 feet to a point for a boundary corner;

THENCE, North 35° 28' 15" West, a distance of 132.49 feet to a point for a boundary corner;

THENCE, South 89° 36' 00" East, a distance of 139.13 feet to a point for a boundary corner;

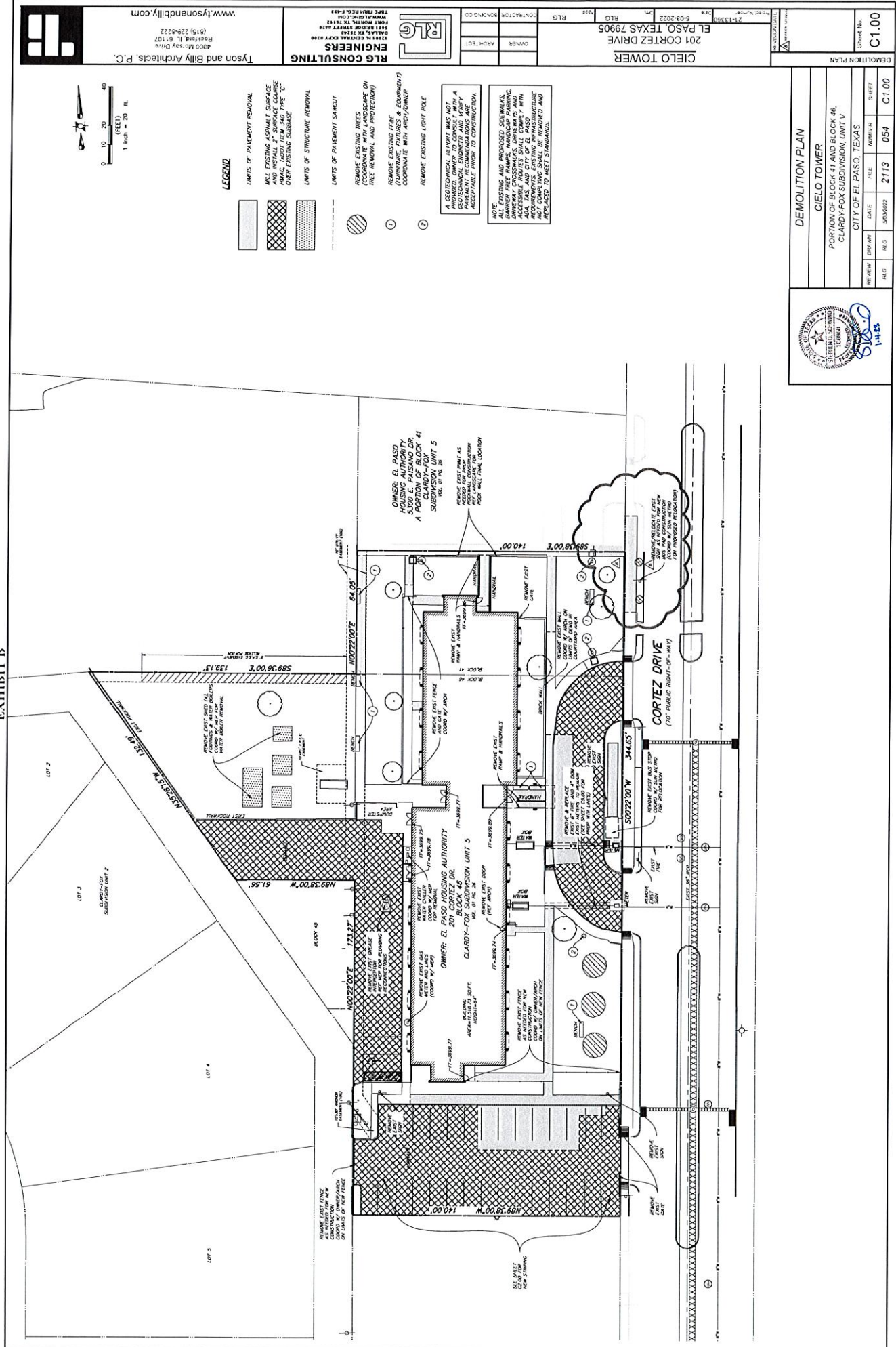
THENCE, North 00° 22' 00" East, a distance of 64.05 feet to a point for a boundary corner;

THENCE, South 89° 38' 00" East, a distance of 140.00 feet to a point for a boundary corner;

THENCE, South 00° 22' 00" West, a distance of 344.65 feet to a point for a boundary corner;

THENCE, North 89° 38' 00" West, a distance of 140.00 feet back to the TRUE POINT OF BEGINNING of this description.

Said parcel of land containing 1.36 of an acre (59,002.26 sq. ft.) of land, more or less.



RESOLUTION

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

That the City Manager, or designee, be authorized to sign an Agreement by and between Housing Authority of the City of El Paso d/b/a Housing Opportunity Management Enterprises (hereinafter "HOME") and City of El Paso (hereinafter "City") for the use of HOME property for the construction, operation, monitoring, maintenance and repair of a Sun Metro Bus Stop located in 201 Cortez Dr. El Paso, Texas 79905 and more specifically identified in Exhibit B of the Agreement. Further, that the City Manager or designee be authorized to sign any amendments, related documents and perform any actions necessary to accomplish the purpose of this resolution.

Dated this _____ day of _____ 2023.

CITY OF EL PASO

Oscar Leaser
Chairman

ATTEST:

Laura D. Prine
Secretary

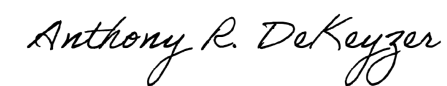
APPROVED AS TO FORM



Joyce Garcia

Assistant City Attorney

APPROVED AS TO CONTENT



Anthony R. Dekeyzer, Director

Sun Metro/Mass Transit Department



Legislation Text

File #: 23-1304, **Version:** 3

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

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

All Districts

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

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092

AGENDA LANGUAGE:

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

The linkage to the strategic plan is subsection 7.3 - Enhance a regional comprehensive transportation system.

Award Summary:

The award of Solicitation 2023-0188 Armored Car Services to Trans America Protection Corporation for an initial term of three (3) years for an estimated amount of \$187,056.00. The award also includes a two (2) year option for an estimated amount of \$124,704.00. The total amount of the contract, including the initial term plus the option for a total of five (5) years, is for an estimated amount of \$311,760.00. This contract will provide daily armored car services for currency pickup at various Sun Metro locations to be delivered to Transit Operation Center and to the bank for deposit. Locations include bus transit center cashier offices, street car facility and money room. This contract will also service ticket vending machines along bus routes and bus terminals, which includes removal and installation of cash boxes.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$44,244.00 for the initial term, which represents a 30.98% increase due to price increases for this service.

Department:	Mass Transit (Sun Metro)
Vendor:	Trans America Protection Corporation El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option to Extend:	2 Years
Annual Estimated Award:	\$62,352.00
Initial Estimated Award:	\$187,056.00 (3 Years)
Total Estimated Award:	\$311,760.00 (5 Years)

File #: 23-1304, Version: 3

Account No.: 560 - 3200 - 522150 - 60000 - P6003
Funding Source: Sun Metro Operating Funds
District(s): All

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing Department and Mass Transit (Sun Metro) Department recommend award as indicated to Trans America Protection Corporation the lowest responsive and responsible bidder.

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

AGENDA DATE: October 10, 2023

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:

The award of solicitation 2023-0188 Armored Car Services to Trans America Protection Corporation for an initial term of three (3) years for an estimated amount of \$187,056.00. The award also includes a two (2) year option for an estimated amount of \$124,704.00. The total amount of the contract, including the initial term plus the option for a total of five (5) years, is for an estimated amount of \$311,760.00.

BACKGROUND / DISCUSSION:

This contract will provide daily armored car services for currency pickup at various Sun Metro locations to be delivered to Transit Operation Center and to the bank for deposit. Locations include bus transit center cashier offices, street car facility and money room. This contract will also service ticket vending machines along bus routes and bus terminals, which includes removal and installation of cash boxes.

SELECTION SUMMARY:

Solicitation was advertised on May 30, 2023 and June 6, 2023. The solicitation was posted on City website on May 30, 2023. There were a total of eight (8) viewers online; two (2) bids were received; both being from local suppliers. An Inadequate Competition Survey was conducted.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$44,244.00 for the initial term, which represents a 30.98% increase due to price increases for this service.

PROTEST

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$187,056.00

Funding Source: Sun Metro Operating Funds

Account: 560 – 3200 – 522150 – 60000 – P6003

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Mass Transit (Sun Metro)

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Anthony R. Dekeyzer, Director of Mass Transit

**COUNCIL PROJECT FORM
(LOW BID)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **CONSENT** agenda for the Mass Transit Board Meeting of **October 10, 2023**.

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 2023-0188 Armored Car Services to Trans America Protection Corporation for an initial term of three (3) years for an estimated amount of \$187,056.00. The award also includes a two (2) year option for an estimated amount of \$124,704.00. The total amount of the contract, including the initial term plus the option for a total of five (5) years, is for an estimated amount of \$311,760.00. This contract will provide daily armored car services for currency pickup at various Sun Metro locations to be delivered to Transit Operation Center and to the bank for deposit. Locations include bus transit center cashier offices, street car facility and money room. This contract will also service ticket vending machines along bus routes and bus terminals, which includes removal and installation of cash boxes.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$44,244.00 for the initial term, which represents a 30.98% increase due to price increases for this service.

Department:	Mass Transit (Sun Metro)
Vendor:	Trans America Protection Corporation El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option to Extend:	2 Years
Annual Estimated Award:	\$62,352.00
Initial Estimated Award:	\$187,056.00 (3 Years)
Total Estimated Award:	\$311,760.00 (5 Years)
Account No.:	560 – 3200 – 522150 – 60000 – P6003
Funding Source:	Sun Metro Operating Funds
District(s):	All

This is a Low Bid procurement, unit price contract

The Purchasing & Strategic Sourcing Department and Mass Transit (Sun Metro) Department recommend award as indicated to Trans America Protection Corporation the lowest responsive and responsible bidder.

*******ADDITIONAL INFO BELOW*******



CITY OF EL PASO

BID TABULATION FORM



BID TITLE: ARMORED CAR SERVICES

BID DATE: JUNE 28, 2023

BID NO: 2023-0188

DEPARTMENT: MASS TRANSIT - SUN METRO

		Soto Enterprises, Inc. dba Miracle Delivery Armored Service El Paso, TX Bidder 1 of 2			Trans America Protection Corporation El Paso, TX Bidder 2 of 2		
Group I							
Item No.	Description	Monthly Amount (Based on Specs) (A)	Estimated Annual Total (B=A*12) (B)	3 Year Total (C = B X 3) (C)	Monthly Amount (Based on Specs) (A)	Estimated Annual Total (B=A*12) (B)	3 Year Total (C = B X 3) (C)
1	Transit Operations Center-Main Office (10151 Montana Ave)	\$ 1,773.90	\$ 21,286.80	\$ 63,860.40	\$ 700.00	\$ 8,400.00	\$ 25,200.00
2	Al Jefferson Westside Transit Center (7535 Remcon)	\$ 321.50	\$ 3,858.00	\$ 11,574.00	\$ 150.00	\$ 1,800.00	\$ 5,400.00
3	Arves E. Jones, Sr. Northgate Transit Center (9348 Dyer)	\$ 653.25	\$ 7,839.00	\$ 23,517.00	\$ 250.00	\$ 3,000.00	\$ 9,000.00
4	Arturo Tury Benavides Cielo Vista Transit Center (1165 Sunmount)	\$ 522.60	\$ 6,271.20	\$ 18,813.60	\$ 250.00	\$ 3,000.00	\$ 9,000.00
5	Bert Williams Downtown Santa Fe Transit Center (601 Santa Fe)	\$ 964.50	\$ 11,574.00	\$ 34,722.00	\$ 700.00	\$ 8,400.00	\$ 25,200.00
6	Glory Road Transit Center (100 E. Glory Rd)	\$ 321.50	\$ 3,858.00	\$ 11,574.00	\$ 150.00	\$ 1,800.00	\$ 5,400.00
7	Nestor A. Valencia Mission Valley Transit Center (9065 Alameda)	\$ 321.50	\$ 3,858.00	\$ 11,574.00	\$ 150.00	\$ 1,800.00	\$ 5,400.00
8	Robert E. McKee Five Points Transit Center (2830 Montana)	\$ 653.25	\$ 7,839.00	\$ 23,517.00	\$ 250.00	\$ 3,000.00	\$ 9,000.00
9	Upper East Side Transit Center (10781 Edgemere Blvd)	\$ 653.25	\$ 7,839.00	\$ 23,517.00	\$ 400.00	\$ 4,800.00	\$ 14,400.00
Group I Total			\$ 74,223.00	\$ 222,669.00		\$ 36,000.00	\$ 108,000.00

Approved by X____/s/_____
Date Approved _7/11/2023____



CITY OF EL PASO

BID TABULATION FORM



BID TITLE: ARMORED CAR SERVICES

BID DATE: JUNE 28, 2023

BID NO: 2023-0188

DEPARTMENT: MASS TRANSIT - SUN METRO

	Soto Enterprises, Inc. dba Miracle Delivery Armored Service El Paso, TX Bidder 1 of 2	Trans America Protection Corporation El Paso, TX Bidder 2 of 2
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Group II										
Item No.	Description	Estimated Monthly Trips (A)	Cost per Trip (B)	Estimated Monthly Total (C=A*B) (C)	Estimated Annual Total (D=C*12) (D)	3 Year Total (E = D X 3) (E)	Cost per Trip (B)	Estimated Monthly Total (C=A*B) (C)	Estimated Annual Total (D=C*12) (D)	3 Year Total (E = D X 3) (E)
1	Brio Stations - Alameda	28	\$ 105.00	\$ 2,940.00	\$ 35,280.00	\$ 105,840.00	\$ 18.00	\$ 504.00	\$ 6,048.00	\$ 18,144.00
2	Brio Stations - Dyer	28	\$ 105.00	\$ 2,940.00	\$ 35,280.00	\$ 105,840.00	\$ 18.00	\$ 504.00	\$ 6,048.00	\$ 18,144.00
3	Brio Stations - Mesa	28	\$ 105.00	\$ 2,940.00	\$ 35,280.00	\$ 105,840.00	\$ 18.00	\$ 504.00	\$ 6,048.00	\$ 18,144.00
4	Brio Stations - Montana	28	\$ 105.00	\$ 2,940.00	\$ 35,280.00	\$ 105,840.00	\$ 18.00	\$ 504.00	\$ 6,048.00	\$ 18,144.00
5	Streetcar MSF Facility	10	\$ 130.00	\$ 1,300.00	\$ 15,600.00	\$ 46,800.00	\$ 18.00	\$ 180.00	\$ 2,160.00	\$ 6,480.00
Group II Total					\$ 156,720.00	\$ 470,160.00			\$ 26,352.00	\$ 79,056.00
(Group I + Group II) Annual Total						\$230,943.00				\$62,352.00
(Group I + Group II) 3 Year Total						\$692,829.00				\$187,056.00

Approved by X____/s/_____
Date Approved __7/11/2023__



CITY OF EL PASO

BID TABULATION FORM



BID TITLE: ARMORED CAR SERVICES		BID NO: 2023-0188	
BID DATE: JUNE 28, 2023		DEPARTMENT: MASS TRANSIT - SUN METRO	
	Soto Enterprises, Inc. dba Miracle Delivery Armored Service El Paso, TX Bidder 1 of 2	Trans America Protection Corporation El Paso, TX Bidder 2 of 2	
<u>OPTION TO EXTEND THE TERM OF THE AGREEMENT</u> 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 checked="" type="checkbox"/>	
NO OPTION OFFERED	<input type="checkbox"/>	<input type="checkbox"/>	
AMENDMENTS ACKNOWLEDGED:	N/A	N/A	
BIDS SOLICITED: 182	LOCAL BIDS SOLICITED: 72	BIDS RECEIVED: 2	LOCAL BIDS RECEIVED: 2
		NO BID: 0	
NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.			

Approved by X____/s/_____
Date Approved __7/11/2023__

Online Views for 2023-0188 Armored Car Services

<u>NO.</u>	<u>PARTICIPANT NAME</u>	<u>CITY</u>	<u>STATE</u>
1	Soto Enterprises, Inc. d/b/a Miracle Delivery Armored Service	El Paso	TX
2	TRANS AMERICA PROTECTION CORP	El Paso	TX
3	Paso-Tex Industries LLC	El Paso	TX
4	Asset Protection & Security Services, LP	Corpus Christi	TX
5	Hauling Ace Dispatching LLC	Arlington	TX
6	North America Procurement Council Inc., PBC	Grand Junction	CO
7	Signal 88 Security of El Paso (Woody Family Enterprises, LLC)	El Paso	TX
8	The Kingdom Security Firm LLC	El Paso	TX



Legislation Text

File #: 23-1297, **Version:** 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

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

AGENDA LANGUAGE:

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

Far West Texas/El Paso Regional Transportation Coordination Committee update to be presented to Mass Transit Department Board Members.

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

DEPARTMENT: Sun Metro Mass Transit

AGENDA DATE: October 10, 2023

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Anthony DeKeyzer, (915) 212-3306
Xavier Banales, (915) 298-7312
Celia Garcia, (915) 298-7312
Andrea Ramirez (915) 298-7312

DISRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 7

SUBGOAL:

SUBJECT:

Presentation and discussion from Far West Texas / El Paso Regional Transportation Coordination Committee.

BACKGROUND / DISCUSSION:

Far West Texas/El Paso Regional Transportation Coordination Committee update to be presented to Mass Transit Board Members.

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

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

DEPARTMENT HEAD:

Anthony Dekeyzer	<i>Anthony R. Dekeyzer</i>	9-21-23
Name	Signature	Date

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

FAR WEST TEXAS/EL PASO REGIONAL TRANSPORTATION COORDINATION COMMITTEE (WTEP)

October 10, 2023

Introduction

- Genesis of this committee goes back to the 1990 signing of the Americans with Disabilities Act by President George W. Bush.
- The ADA mandated that reasonable accommodations be provided to elderly persons and persons with disabilities.
- Advocates for these populations noted a disconnect between transportation services and social services
- There is a need to communicate and collaborate with social service agencies that serve this population.

2003

Texas legislature required coordination of public transportation services funded with federal, state, or local funds.

2004

Federal gov't called for reduction of duplication by federally funded transportation services, and expanding access to transportation services for elderly, disabled, low income, and others.

2005

Federal transportation bill called for establishing locally-developed, coordinated public transit/human service transportation plans.

2006

TxDOT contracted with local agencies to develop a regional coordination plan for each of Texas' 24 state planning regions.

2006

El Paso County, Area Agency on Aging, and Amistad came together and established WTEP. EPC became the Lead & Fiscal Agent.

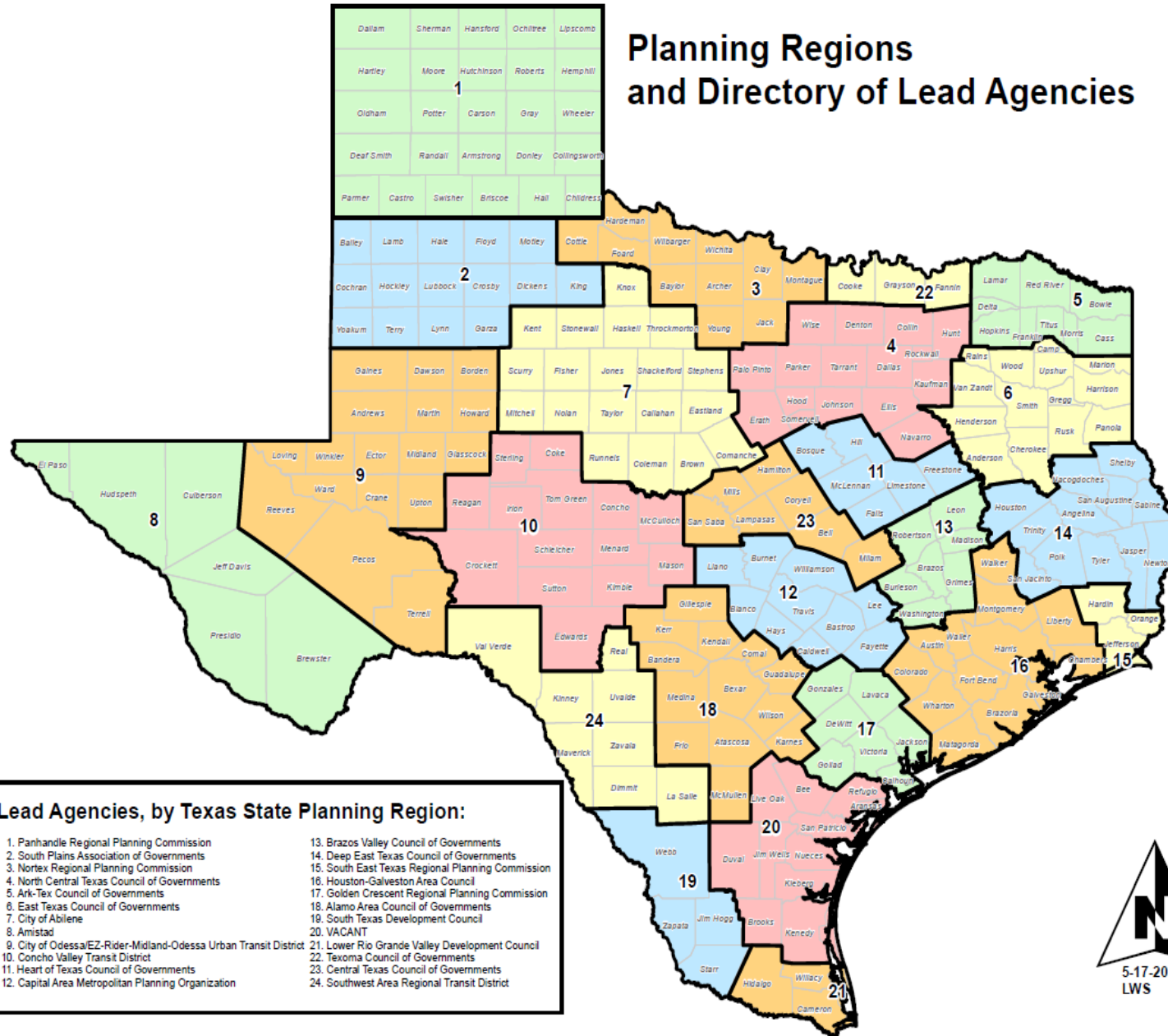
2017

Amistad became the Lead & Fiscal Agent to continue the implementation of the transportation Regional Plan.

2022

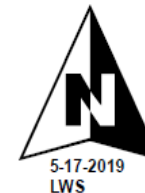
TxDOT approved WTEP's Regional Plan for 2022-2026

Planning Regions and Directory of Lead Agencies



Region 8 – Upper Rio Grande

1. El Paso
2. Hudspeth
3. Culberson
4. Jeff Davis
5. Presidio
6. Brewster



Purpose

- **Statewide Coordination of Public Transportation was established:**
 - (1) to eliminate waste in the provision of public transportation services;*
 - (2) to generate efficiencies that will permit increased levels of service; and*
 - (3) to further the state's efforts to reduce air pollution.*
- The Texas Department of Transportation (TxDOT) through their Public Transportation Division responsible for monitoring, guiding, and funding.

Why Regional Planning?

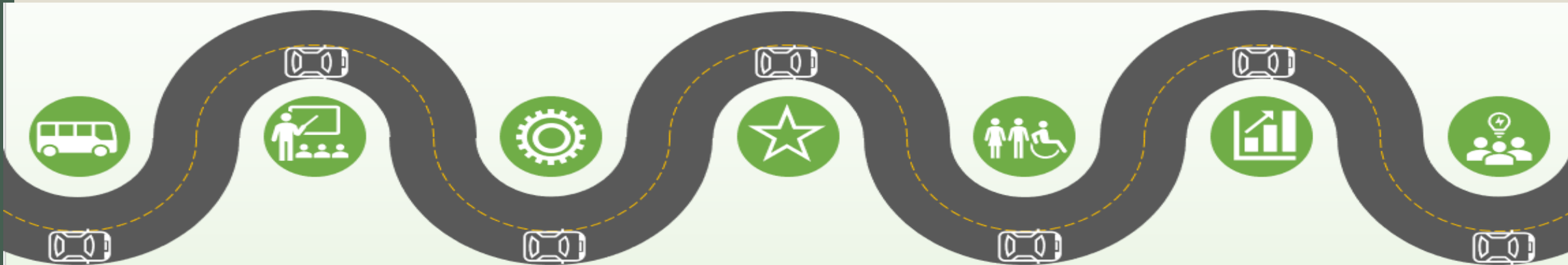
- Plan for a more efficient and effective network of public transportation services
- Identify resources to get people to desired destinations
- Have communities come together to develop five-year public transportation - human services plan
- Identify inventories of transportation resources available
- Complete comprehensive needs assessments and gap analyses in the region

Member Agencies from New Mexico

- Several communities straddle the Texas / New Mexico border (Chaparral, Sunland Park, Antony).
- A daily bus express service operates between points in El Paso and Las Cruces.
- South Central Regional Transit District operates bus transit services between El Paso, Las Cruces and points in-between.
- El Paso County and Doña Ana County have formal and informal relationships whereby cooperative functions exist that address the health and welfare of persons who live within close proximity of the New Mexico – Texas border.
- Doña Ana County is a member of the Metropolitan Planning Organization (MPO) and has within its board of directors several elected officials from Doña Ana County.

Mission Statement

Promote collaboration between transportation providers and health and human services organizations so that persons served experience an improved quality of life.



Vision Statement

Persons within the West Texas / El Paso six-county region will have access to social services that include customer-centered, dependable, and convenient transportation.



Implementation Plan 2022 - 2026

- Goal 1: Implement the WTEP Regional Health and Human Services – Public Transportation Coordination Plan through collaboration of services by member agencies.
- Goal 2: Promote collaboration resulting in continued and improved services to persons served.

- Goal 3: Fill gaps in service through identification and assessment of changing mobility needs, increased efficiencies, funding opportunities, and new technologies.
- Goal 4: Maintain board public knowledge of transit and social services throughout the six-county region.
- Goal 5: Promote efforts to maximize technical assistance and training to member agencies.

Implementation Plan 2022 - 2026

- This is the fourth regional plan since inception in 2006
- There are 5 Goals with 28 Objectives
- Goal I – 7 Objectives
- Goal II – 6 Objectives
- Goal III – 5 Objectives
- Goal IV – 5 Objectives
- Goal V – 5 Objectives

Contents of Regional Plan

- Empirical data from various sources (Chapter I)
- Surveys from clients and service providers (Appendix)
- Input from policy makers (Chapter I, pages 11-20)
- Gap analysis (Chapter III)
- Performance measures (Chapter VIII)
- Planning sessions with member agencies (Chapter I, pages 40-67)
- Vehicle inventories of all transportation providers (Chapter IX)

2019 Transportation Summit

- *Panel discussions*
- *Provided information to public and attendees*
- *Participated in Public Meetings*
- *Welcoming Address by County Commissioner*
- *Participation by TxDOT upper management*
- *Seventy-five attendees*
- *Reported on regional plan's status to date*
- *New Stakeholders welcomed*
- *Keynote speaker – TxDOT Director Transit Division*
- *The 2021 Transportation Summit canceled due to COVID*



Eric Gleason (TxDOT Director) at our 2019 Transportation Summit



Davita
Dialysis

Amistad

Amerigroup

Amistad

2-1-1 Texas
Rio Grande

HHS Region 10



City of Socorro

Amistad

City of El Paso

Sun Metro

Big Bend Community Action (BBCA)

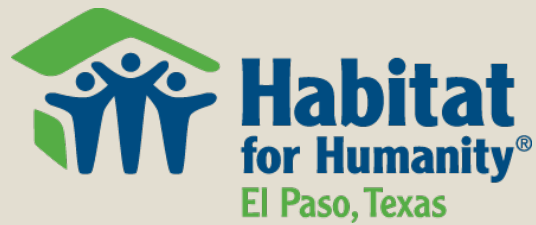
County of El Paso

Amistad

WTEP Members & Affiliates (Partial List)

- Big Bend Community Action (BBCA)
- City of Socorro
- Amistad
- Aging Disability & Transportation Resource Center
- County of El Paso
- Habitat for Humanity
- MPO
- NM Family Services
- HHSC Eligibility
- Centro San Vicente
- Bienvivir All-Inclusive Senior Health
- Opportunity Center for the Homeless
- Project Bravo
- Rio Grande Council of Governments
- South Central NM Regional Transit
- Sun Metro Transportation
- Area Agency on Aging
- Village of Vinton
- Volar Center for Independent Living
- TxDOT
- Davita Dialysis
- Workforce Solutions Borderplex

Partnering Agencies



2022 Officers & Steering Committee

Officers

- Chair – Victor Reta, City of Socorro



- Vice Chair – Yvette Lugo, Area Agency on Aging



- Secretary – Tita Nuñez, Big Bend Community Action (BBCA)



Members

- Lourdes Torres, NM Family Services



- Xavier Bañales, Amistad



- Claudia K. Garcia – Sun Metro, City of El Paso



- David Armijo – South Central NM Regional Transit



Meetings

- WTEP Committee meets at least four times a year (monitors implementation of the regional plan, guest presentations, update members on relevant issues, etc.)
- Steering Committee meets as needed to plan agenda items and discuss relevant topics
- Meetings are held at held Amistad's board room (3210 Dyer St. El Paso) and virtually (members decide mode of participation)
- Special meetings are held as needed

To access WTEP's website, go to
projectamistad.org At the top banner, click on
WTEP



FOR ADDITIONAL INFORMATION

Xavier Bañales, Amistad – xbanales03@gmail.com

Celia Garcia, Amistad – cgarcia@projectamistad.org



THANK YOU!





Legislation Text

File #: 23-1113, **Version:** 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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All Districts

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

AGENDA LANGUAGE:

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

Discussion and action that the Mass Transit Department Board ratifies the execution of the Submitter Merchant Agreement between the City of El Paso through its Mass Transit Department (Sun Metro) and Chase Paymentech for the provision of third-party payment processing services and the execution of the Payment Processing Services Agreement between the City of El Paso through its Mass Transit Department (Sun Metro) and Genfare, a limited liability company, for credit card payment processing services connected to the continued functionality of the Ticket Vending Machines (TVMs) that the public uses to purchase Sun Metro bus passes, for a term to begin Effective Date and end on December 1, 2024; the term is automatically extended every year for a one (1) year renewal term unless the parties provide 45-day termination notice. The contract price is for 5.5% +\$0.05 of total payments processed charged at a monthly interval; and that the City Manager or designee be authorized to take actions necessary and effectuate any budget transfers, sign all related agreements, amendments to such agreements and documents necessary to carry out the intent of this resolution. [POSTPONED FROM 09-12-2023]

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

AGENDA DATE: September 12, 2023
PUBLIC HEARING DATE: N/A
CONTACT PERSON(S) NAME AND PHONE NUMBER: Anthony DeKeyzer 915/212-3306
DISTRICT(S) AFFECTED: All
STRATEGIC GOAL: No. 7 Enhance and Sustain El Paso's Infrastructure Network
SUBGOAL: 7.3 – Enhance a regional comprehensive system

SUBJECT:

Discussion and action that the Mass Transit Board ratifies the execution of the Submitter Merchant Agreement between the City of El Paso through its Mass Transit Department (Sun Metro) and Chase Paymentech for the provision of third-party payment processing services and the execution of the Payment Processing Services Agreement between the City of El Paso through its Mass Transit Department (Sun Metro) and Genfare, a limited liability company, for credit card payment processing services connected to the continued functionality of the Ticket Vending Machines (TVMs) that the public uses to purchase Sun Metro bus passes, for a term to begin Effective Date and end on December 1, 2024; the term is automatically extended every year for a one (1) year renewal term unless the parties provide 45-day termination notice. The contract price is for 5.5% +\$0.05 of total payments processed charged at a monthly interval; and that the City Manager or designee be authorized to take actions necessary and effectuate any budget transfers, sign all related agreements, amendments to such agreements and documents necessary to carry out the intent of this resolution.

BACKGROUND / DISCUSSION:

Genfare is the sole source provider for TVMs located at each of the Brio bus stops and at the transit terminals. Genfare notified Sun Metro that the payment processing vendor they are currently using to process credit transactions is going out of business at the end of August. This action allows Genfare to establish a relationship with another payment processing vendor.

PRIOR COUNCIL ACTION:

March 10, 2009 contract award for Genfare TVMs
March 30, 2010 Contract award Genfare TVMs for Glory Road and Mission Valley transit terminals
June 12, 2012 contract award for fare collection equipment at a new facility
October 23, 2012 contract award for the Eastside and Five Points terminals
November 12, 2013 contract award for Mesa Brio stops
May 13, 2014 contract award for technical upgrade of twenty TVMs
January 7, 2020 Executed a Software Support Agreement
February 4, 2020 Executed a subscription support Agreement for a subscription to Genfare's mobile link services

AMOUNT AND SOURCE OF FUNDING: N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Sun Metro

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD: Deputy Transit Officer

Jerry DeMuro/for

Anthony Dekeyzer Director Mass Transit

RESOLUTION

WHEREAS, on March 10, 2009 the Mass Transit Board authorized a purchase order to Genfare as the sole service provider of GFI ticket vending machines (“TVM’s”) and GFI software; and

WHEREAS, on March 30, 2010 the Mass Transit Board authorized a purchase order to Genfare for TVM’s for the transit centers on Glory Road and Mission Valley; and

WHEREAS, on June 12, 2012 the Mass Transit Board authorized a purchase order to Genfare for a one-time purchase of revenue collection equipment necessary at a new operations facility; and

WHEREAS, on October 23, 2012 the Mass Transit Board authorized a purchase order to Genfare for TVM’s for the Eastside and Five-Points terminals; and

WHEREAS, on November 12, 2013 the Mass Transit Board authorized a purchase order to Genfare for 21 TVM’s for the Mesa RTS corridor stations; and

WHEREAS, on May 13, 2014 the Mass Transit Board authorized a purchase order to Genfare, as the sole source provider for GFI ticket vending machines, for the procurement, delivery and required technical services to upgrade twenty TVM’s model D-26350 from cashless model Vendstar-E in order to allow the ability to conduct cash transactions in the TVMs; and

WHEREAS, on January 7, 2020 the Mass Transit Board authorized the City Manager to execute a Software Support Agreement with Genfare for the operation of the TVMs; and

WHEREAS, on February 4, 2020 the Mass Transit Board authorized the City Manager to execute a subscription and support Agreement with Genfare for the subscription to Genfare’s mobile Link services to allow the purchase of bus passes through Genfare’s mobile application; and

WHEREAS, Genfare contracts with Payeezy Gateway (“**Payeezy**”) as the third-party credit card payment processor for the credit card transactions submitted from the TVM’s the city uses for the sale of bus passes; and

WHEREAS, Payeezy will retire its services as of August 31, 2023 and Genfare will now be using Chase Paymentech as the third-party credit card payment processor; and

WHEREAS, the City Manager signed a Payment Processing Agreement with Genfare, a limited liability company on July 25, 2023, for a term to begin Effective Date and end on December 1, 2024; the term is automatically extended every year for a one (1) year renewal term unless the parties provide 45-day termination notice. The contract price is for 5.5% +\$0.05 of total payments processed charged at a monthly interval; and

WHEREAS, the City Manager designee, Chief Transit and Field Operations Officer, signed a Submitter Merchant agreement with Chase Paymentech on July 31, 2023, to authorize Chase Paymentech to process the transactions as a third-party payment processor; and

WHEREAS, execution of such agreements was necessary before Payeezy retired its services, for the continued functionality of the TVM's and in order to maintain continued access for the public to purchase Sun Metro bus passes through the TVM's using non-cash methods;

WHEREAS, the parties now desire that the Mass Transit Board ratify the execution of the Payment Processing Agreement with Genfare and the Chase Paymentech Submitter Merchant Agreement.

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

1. That the Mass Transit Board ratifies the execution of the Submitter Merchant Agreement between the City of El Paso through its Mass Transit Department (Sun Metro) and Chase Paymentech for the provision of third-party payment processing services and the execution of the Payment Processing Services Agreement between the City of El Paso through its Mass Transit Department (Sun Metro) and Genfare, a limited liability company, for credit card payment processing services connected to the continued functionality of the Ticket Vending Machines that the public uses to purchase Sun Metro bus passes, for a term to begin Effective Date and end on December 1, 2024; the term is automatically extended every year for a one (1) year renewal term unless the parties provide 45-day termination notice. The contract price is for 5.5% +\$0.05 of total payments processed charged at a monthly interval; and
2. That the City Manager or designee be authorized to take actions necessary and effectuate any budget transfers, sign all related agreements, amendments to such agreements and documents necessary to carry out the intent of this resolution.

APPROVED this _____ day of _____, 2023.

MASS TRANSIT BOARD:

ATTEST:

Oscar Leeser, Chairman

Laura D. Prine, Secretary


APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:

Deputy Transit Officer



Anthony R. Dekeyzer, Director
Sun Metro/Mass Transit Department

PAYMENT PROCESSING SERVICES AGREEMENT

THIS PAYMENT PROCESSING AGREEMENT (the "Agreement") is made effective as of July 25, 2023 ("Effective Date") by and between Genfare, LLC, a limited liability company, with its principal place of business place at 800 Arthur Avenue, Elk Grove Village, IL 60007 ("Genfare") and City of El Paso through its Mass Transit Department (Sun Metro), a Texas home rule municipality ("City"), which may each be referred to as a "Party" or collectively as the "Parties".

WHEREAS, Genfare offers a comprehensive digital fare management platform having various Genfare Products (defined below); and

WHEREAS, Genfare in connection with the Genfare Products, offers and City desires to obtain through one of Genfare's third-party service providers the following services which may include one or more of (a) the processing of credit card, prepaid card and debit card (each a "Card") payments and related services ("Processor Services"); and/or (b) or the transport and reporting of certain data over certain wireless and other carrier networks to and from various credit and debit card payment processors (the "Gateway Services") (individually, and collectively referred to as "Payment Processing Services").

In consideration of the mutual covenants, promises, terms, and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, Genfare and City agree as follows:

1. Definitions.

- 1.1 "Equipment" means certain equipment purchased by City from Genfare in connection with the Services.
- 1.2 "Gateway Fees" shall mean the fees charged by Genfare's Gateway Service provider.
- 1.3 "Genfare Products" shall mean the Equipment, Services and/or Software as purchased, licensed and/or used by the City.
- 1.4 "Laws" mean any state, federal, or local laws, rules, or regulations applicable to City.
- 1.5 "Limited Acceptance Options" means either (i) all Visa and MasterCard consumer credit cards and Visa and MasterCard commercial credit and debit cards; or (ii) Visa and MasterCard debit cards only (excluding credit cards).
- 1.6 "Merchant Settlement Account" means at least one bank account owned by City for the deposit and settlement of funds arising from the Payment Processing Services.
- 1.7 "Payment Brand" means any payment method provider whose payment method is accepted by Paymentech for processing, including, without limitation, Visa Inc., MasterCard International, Inc., Discover Financial Services, LLC, and other credit and debit card providers, debit network providers, gift card, and other stored value and loyalty program providers. Payment Brand also includes the Payment Card Industry Security Standards Council.

- 1.8 **“Payment Brand Marks”** means the brands, emblems, trademarks, and logos that identify a Payment Brand.
- 1.9 **“Payment Brand Rules”** means all published bylaws, rules, programs, and regulations, as they exist from time to time, of the Payment Brands.
- 1.10 **“Payment Instrument”** means an account, or evidence of an account, authorized and established between a Customer and a Payment Brand, or representatives or members of a Payment Brand, that are accepted from Customers as payment for a good or service. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates, and credit accounts.
- 1.11 **“Payment Instrument Information”** means information related to a Customer or the Customer’s Payment Instrument that is obtained from the Customer’s Payment Instrument or from the Customer’s use of a Payment Instrument (e.g., a security code, a PIN number, credit limits, account balances, or the customer’s zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Payment Instrument account number and expiration date, the City’s name or date of birth, PIN data, security code data (such as CVV2 and CVC2), and any data read, scanned, imprinted, or otherwise obtained from the Payment Instrument, whether printed thereon, or magnetically, electronically, or otherwise stored thereon. For the avoidance of doubt, the data elements that constitute Payment Instrument Information shall be treated according to their corresponding meanings as “cardholder data” and “sensitive authentication data” as such terms are used in the then current PCI DSS.
- 1.12 **“Payment Network”** means a Card brand (e.g., Visa, MasterCard, Discover or other card brand).
- 1.13 **“Payment Network Rules”** means the then-current Payment Network operating rules and regulations.
- 1.14 **“Processing Fees”** shall mean fees charged to Genfare by its Processing Service provider.
- 1.15 **“Purchaser”** means the person or entity to whom a Payment Instrument is issued or who is otherwise authorized to use a Payment Instrument.
- 1.16 **“Retrieval Request”** means a request for information by a Customer or Payment Brand relating to a claim or complaint concerning a Transaction.
- 1.17 **“SaaS”** means the software as a service subscribed to by the City.
- 1.18 **“Security Standards”** are all rules, regulations, standards or guidelines adopted or required by the Payment Brands or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Card Information, including but not limited to the Payment Card Industry Data Security

Standards ("PCI DSS"), Visa's Cardholder Information Security Program ("CISP"), Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program ("SDP"), Visa's Payment Application Best Practices ("PABP"), the Payment Card Industry's Payment Application Data Security Standard ("PA DSS"), MasterCard's POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.

- 1.19 "Services" means the SaaS listed on an Attachment and Support.
 - 1.20 "Software" means Genfare's proprietary software that is to be installed on City's computer system, including software that may be embedded on the Equipment.
 - 1.21 "Term" means the term of the Agreement which begins on the Effective Date and continues until: (i) this Agreement is terminated by a Party as provided herein or (ii) this Agreement expires as provided herein, whichever is earlier.
 - 1.22 "Transaction" means a transaction conducted between City and Purchaser, or Genfare and Purchaser, utilizing a Payment Instrument in which consideration is exchanged (i) between the City and Purchaser, or (ii) between Genfare and Purchaser. Transaction also means the written or electronic record of a Transaction, including, without limitation, an authorization code or settlement record.
 - 1.23 "Transaction Receipt" means an electronic or paper record of a Transaction generated upon completion of a sale or refund, a copy of which is presented to the City.
 - 1.24 "Unattended Transactions" means those Transactions where it is not physically possible for the City to examine each Payment Instrument used, such as Transactions at unattended points of sale, on-line, mail, telephone, pre-authorized or recurring Transactions.
2. Services. Genfare will arrange for City to receive and use the Payment Processing Services through Genfare's Products identified in Attachment I, will help manage the relationships between City and the Genfare's third-party service providers. City acknowledges and agrees that Genfare is not a bank, a payment gateway or a payment processor, and does not directly provide the Payment Processing Services to City but instead facilitates City's receipt of the Payment Processing Services under the terms of this Agreement. City agrees that Genfare shall be City's exclusive provider of Payment Processing Services for the processing of payments by Purchaser's and City's use of the Genfare Products as designated in Attachment I during the Term. If permitted pursuant to the Payment Brand Rules, Genfare may charge Purchaser's a convenience fee for Purchaser's use of the Payment Processing Services. City acknowledges and agrees that any Transaction made utilizing the Payment Processing Services shall not be submitted on behalf of a third party to the best of City's knowledge. City agrees that implementation of any custom interchange rate(s) which Genfare or City may have negotiated, or may in the future negotiate, directly with the Payment Networks may require time and development work. For recurring Purchaser Transactions, City shall obtain the consent to periodically charge the Purchaser on a recurring basis and retain this permission for the duration of the recurring Transactions in order to provide it to the Payment Brands, the issuing bank of the Purchaser's Payment Instrument, Genfare, as well as Genfare's third-party service providers and its affiliates on request.

3. **Availability and Support for Payment Processing Services.** City acknowledges that the Payment Processing Services are provided by third-party service providers and that Genfare makes no representation or warranty that the Payment Processing Services will meet any availability or performance requirements.

Support for the Payment Processing Services will be provided as follows:

- City shall be responsible for Tier 1 support to Purchasers.

4. **Fees.** Customer shall pay Genfare the fees set forth in the fee schedule attached hereto as Attachment 2. Such fees may include the following:

4.1 **Implementation Fee.** This fee is a one-time fee for the set-up and implementation of the Payment Processing Services. The Implementation Fee will be due and payable within thirty (30) days of the Effective Date.

4.2 **Transaction Fees.** City will pay the Transaction Fees in each interval period as set forth in Attachment 2. City agrees that Genfare may debit the amount due and owing on the interval identified or issue an invoice for the Transaction Fees. Genfare may debit the amount owed for Transaction Fees from an account number provided to Genfare by City (the "Account"). City agrees to provide Genfare with updated account information if any changes are made to the Account. City represents and warrants that it is the legal owner of the Account or at least has the necessary rights to authorize Genfare to debit the Account. To the extent allowed by Texas law, City shall indemnify Genfare for any costs, expenses, damages, claims, or other injury sustained due to City having insufficient funds in the Account. Should there be insufficient funds in the Account to pay all such sums when due, the full amount of such deficiency shall be immediately due and payable by City. City acknowledges that a portion of the Transaction Fees includes the Gateway Fees and Processing Fees charged by Third Party Providers. City agrees that Genfare has the right to modify the Transaction Fees based upon a change in the Gateway Fees and/or Processing Fees charged by Third Party Providers at any time during the Term. Genfare shall provide thirty (30) days prior written notice to City to pass through price increases from Third Party Providers. Genfare reserves the right to increase the Transaction Fees for a subsequent Renewal Subscription Term in its sole discretion by providing City at least sixty (60) days' notice before the end of the then-current Subscription Term. In the event that Genfare elects to issue an invoice rather than debit the Account, the Transaction Fees will be due within thirty (30) days of the invoice date.

4.3 **Taxes.** Fees stated in Attachment 2 do not include applicable taxes. Unless City is a tax exempt entity and provides Genfare with reasonable documentation demonstrating tax exempt status, City agrees to bear and be responsible for the payment of all taxes, except for taxes based upon Genfare's income, including but not limited to, all sales, use, rental receipt, personal property, customs duties or levies or other taxes, which may be levied or assessed in connection with this Agreement. City shall pay such tax when due or reimburse Genfare as applicable. If any tax is required to be paid by Genfare, the full amount of such

tax, including any interest and penalties, will be invoiced to City, whether or not this Agreement is then in effect, and promptly paid by City.

- 4.4 **Invoice Terms.** City shall pay in full all amounts owed in an invoice within thirty (30) days from the City's receipt of the invoice except as otherwise provided in an Attachment. If Genfare does not receive payment within 30 days from the City's receipt of the invoice or by the payment date, whichever is later, Genfare in its sole discretion may impose a late payment charge equal to the lesser of (a) one and one-half percent (1.5%) per month or (b) the maximum rate allowed by law beginning thirty-one (31) days after the invoice date, and/or Genfare may suspend the Payment Processing Services for non-payment.
- 4.5 City's obligation to pay amounts owed to Genfare will survive the expiration or termination of this Agreement for any reason.
- 4.6 Any change to the Merchant Settlement Account designated and approved by the City requires the prior written approval of the City's Chief Financial Officer, City Comptroller or City Comptroller's designee.
5. **Compliance.** City agrees that it shall only access and use the Payment Processing Services via the Genfare Products or as otherwise agreed to in writing between the parties and will use the Payment Processing Services solely in accordance with Required Conditions, Prohibited Businesses, Merchant Categories and Transaction Types set forth in Attachment 3 of this Agreement. In addition, City hereby agrees to comply with (a) all applicable laws (including applicable data security and privacy laws); (b) all applicable Payment Network Rules; (c) the written agreement between City and the third-party service provider providing some or all of the Payment Processing Services (each, a "Payment Services Agreement"); (d) the Payment Brand Rules; (e) the Security Standards; and (g) the policies and procedures of the Processor Services provider or the Gateway Service provider that are provided to City from time to time regarding City's use of the Processor Services or Gateway Services, respectively.
6. **Merchant Payment Processing Instructions and Guidelines.** As a condition of City's receipt of the Payment Processing Services, City must agree in writing to the Merchant Payment Processing Instructions and Guidelines attached hereto as Attachment 4.
7. **Fraud Losses, Chargebacks, Refunds, Fines, and Liabilities.** City acknowledges and agrees that (i) it is solely responsible for all fraud losses it incurs in connection with the Payment Processing Services and that (ii) may be subject to reversals of previously settled Card Transactions ("Chargebacks") and to fees, charges, fines, costs, assessments, damages, liabilities, and amounts imposed as a result of its failure to comply with the terms of this Agreement, the Agreement, any Payment Network Rules, or any Laws (collectively "Deductions"). If City elects to make refunds of Card Transactions, City is solely responsible for such amounts and all fees relating thereto, but in no instance will City make such refunds by cash or cash equivalents.
8. **Term: Termination.**
 - 8.1 The term of this Agreement shall begin on the Effective Date and shall terminate on December 1, 2024.

- 8.2 Unless otherwise specified in an Attachment, at the end of the then-current Term, the Term shall automatically renew for an additional one (1) year period unless either Party notifies the other that this Agreement will not renew at least forty five (45) days prior to the expiration of the then-current Term.
- 8.3 Either Party may terminate this Agreement, including any and all access and usage rights for the Payment Processing Services provided herein, for a material breach by the other Party that is not cured within thirty (30) days after written notice of such material breach.
- 8.4 Each Party has the option of terminating this Agreement, including all access and usage rights for the Payment Processing Services provided herein, for any reason by giving 90 days written notice to the other party. If City cancels all or part of this Agreement without cause, City will reimburse Genfare for its costs, including contract close-out costs, and profit on work performed up to the time of termination. The lack of appropriation of funds shall be deemed a termination for convenience.
- 8.5 Genfare may immediately terminate this Agreement or suspend its performance thereunder, if (i) City becomes insolvent or bankrupt or ceases to do business, (ii) City breaches its obligations under the provisions of Section 8, (iii) the provision of the Payment Processing Services, or any portion thereof, to City by Genfare is, in Genfare's sole opinion, no longer commercially viable, (iv) the Payment Processing Services are deemed, or Genfare reasonably believes the Payment Processing Services, or any portion thereof, violate an applicable local, state, or federal law or regulation, or (v) Genfare has a reasonable belief that the continued provision of Payment Processing Services puts Genfare, or its systems at any operational or security risk.
- 8.6 Genfare may immediately terminate this Agreement, or suspend its performance hereunder if (i) its agreement with the gateway service provider or the payment processor is suspended or terminated for any reason, (ii) it or any of its vendors or service providers experiences a force majeure, (iii) it is required to due to the formal or informal action or request of a regulatory or payment card network, or (iv) Genfare reasonably believes such action is necessary to prevent material harm due to fraud, violations of applicable laws or regulations, breach of payment card network rules, or other causes.
9. **Data Security.** City agrees to, and to cause third parties acting as City's agent, implement and maintain commercially reasonable data security measures in view of the nature of the data being stored and transmitted, including but not limited to compliance with the Payment Network Rules and all applicable laws, including, without limitation, any and all confidentiality and security requirements of Payment Networks, including but not limited to the Payment Card Industry Data Security Standard. Without limiting the foregoing, City agrees that it is responsible for maintaining the security and integrity of its machines and terminals and will take such measures as are necessary for such protection, including but not limited to compliance with the applicable portions of the Payment Card Industry Security Standards Council ("PCI-SSC") "Information Supplement: Skimming Prevention - Best Practices for Merchants" (available at www.pcisecuritystandards.org/documents/skimming_prevention_IS.pdf) and Payment Card Industry Unattended Payment Terminal Security Guidelines and such other relevant guidelines and best practices as are published or promulgated by the PCI-SSC or any successor thereto. Customer

shall be fully and solely responsible for any damages, fines or fees incurred by Customer, Gateway Service provider, Processing Service provider or other processor retained by Customer, the acquiring bank, or any other party as a result of Customer's failure to comply with the foregoing or any other terms of this Agreement.

10. Confidential Information.

10.1 "Confidential Information" means any trade secret or other information of Genfare or City, whether of a technical, business, or other nature, which is disclosed by one Party ("Discloser") to the other Party ("Recipient") orally or in writing. Confidential Information does not include any information that: (a) was known to Recipient before receiving it from the Discloser; (b) is independently developed by Recipient without use of or reference to any Confidential Information of the Discloser; (c) is received from a third party who had a lawful right to disclose such information (without corresponding confidentiality obligations); or (d) is or becomes part of the public domain through no fault or action of Recipient.

10.2 The City will keep all such Confidential Information of Genfare confidential to the extent allowable by the Texas Public Information Act codified under Chapter 552 of the Texas Government Code. If the City receives an open records request, the City will provide Genfare with written notice to allow Genfare to seek a protective order or other appropriate remedy.

11. No License from Genfare. The Gateway Services are licensed by the Gateway Services provider and are not licensed or sublicensed by Genfare.

12. City Representations and Warranties.

12.1 City warrants that it has the right and power to enter into this Agreement and to perform its obligations herein.

12.2 City represents and warrants that it will comply with all applicable data privacy laws.

12.3 City represents and warrants that all information provided in the Application is true and correct in all respects at all times throughout the term of this Agreement.

12.4 City represents and warrants that it has no knowledge or notice of information that would lead it to believe that the enforceability or collectability of Transactions will in any manner be impaired. Further, City has not submitted and will not submit a Transaction that is known or should be known to it to be either fraudulent, illegal, or damaging to any Payment Brand. Genfare may require City to provide an updated service application ("Application") at the time of renewal or other term extension or upon Genfare's request from time to time.

12.5 City represents and warrants that it will promptly notify Genfare prior to any change in its legal name, organizational structure, ownership, principals, a change to City's bank account, or the filing of a bankruptcy or similar proceeding by or against it, and any failure to so notify Genfare of such event shall constitute grounds for termination of this Agreement. City hereby authorizes Genfare (and its designees, which may include Gateway Services provider, Processing Service provider, and the acquiring bank) to obtain

credit reports and perform such credit checks on City, its principals and affiliates as Genfare or its third-party service provider deems advisable in its sole discretion at any time.

- 12.6 City represents and warrants that its execution of and performance under this Agreement (i) in no way breaches, contravenes, violates, or in any manner conflicts with any of its other legal obligations, including its governing documents or any agreement with any third party; and (ii) has been duly authorized by all necessary action and does not require any consent or other action by or in respect of any third party. City agrees that authorization of a Transaction indicates that the Payment Instrument (i) contains a valid account number and (ii) has an available credit balance to cover the amount of the Transaction.

13. Genfare Warranty and Disclaimer.

- 13.1 Genfare warrants that it has the right and power to enter into this Agreement and to perform its obligations herein.
- 13.2 EXCEPT AS SPECIFICALLY SET FORTH ABOVE, TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE PAYMENT PROCESSING SERVICES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT ALLOWED BY LAW, GENFARE AND ITS LICENSORS, VENDORS AND SERVICE PROVIDERS DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND GENFARE EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES.
- 13.3 Genfare does not warrant that: (a) operation of any of the Payment Processing Services shall be uninterrupted or error free, (b) the Payment Processing Services shall meet the City's requirements, or (c) the Payment Processing Services shall operate in combination with (i) hardware or software other than the Genfare Products or (ii) hardware and software of expressly approved or recommend by Genfare in writing.
- 13.4 Genfare makes no claims or warranties with respect to the Payment Processing Services, the Processor Services and its provider(s), or the Gateway Services and its provider(s), and City acknowledges and agrees that Genfare and such service providers are not responsible for: (i) the accuracy or integrity of any data submitted by City or Purchasers, (ii) the performance of City's equipment, (iii) delivery of services or connectivity provided by third parties to City or its Purchasers, even if such third parties were identified by Genfare, or (iv) any downtime, loss or corruption of data that occurs as a result of transmitting or receiving data or viruses via the Internet.

14. Indemnification.

- 14.1 Indemnification Generally. GENFARE WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE CITY AND THE CITY'S ELECTED AND APPOINTED OFFICIALS, AND EMPLOYEES, FROM ANY AND ALL

CLAIMS AND DEFENSE COSTS FROM THIRD PARTIES TO THE EXTENT RESULTING DIRECTLY FROM THE NEGLIGENT ACTS OR OMISSIONS OF GENFARE AND/OR GENFARE'S CONTRACTORS.

SUBCONTRACTORS (IF ANY), EMPLOYEES, AND/OR OFFICERS. As required by applicable law, the City will promptly forward to the Genfare every demand, notice, summons or other process received by the City in any claim or legal proceeding for which City may be entitled to indemnification hereunder.

GENFARE REPRESENTS AND WARRANTS THAT IT HAS ALL LEGALLY REQUIRED. MATERIAL LICENSES TO PERFORM THE SERVICES UNDER THIS AGREEMENT.

- 14.2 **Indemnification - Intellectual Property.** Genfare agrees to indemnify and hold harmless City, its elected and appointed officers, and employees from and against any and all claims and defense costs from a third party for any actual or alleged infringement of a patent, trademark or copyright ("Infringement Claim") regarding the Services furnished by Genfare under this Contract. Genfare shall defend or may at any time settle, at Genfare's option, any Infringement Claim. The foregoing indemnity shall not apply to any claim that arises out of (i) Genfare's compliance with the specification or design of City; (ii) any products that have been altered or modified by any party other than Genfare; or (iii) the use of any product in combination with other equipment and materials not furnished by Genfare. Notwithstanding anything to the contrary, the City may provide maintenance and install components necessary for the continued use of Genfare's product. Such actions from the City shall not constitute actions sufficient to waive Genfare's indemnification obligations under this agreement. THE FOREGOING CONSTITUTES THE ENTIRE LIABILITY OF GENFARE AND SOLE AND EXCLUSIVE REMEDY OF CITY FOR INTELLECTUAL PROPERTY INFRINGEMENT RELATED TO THE SERVICES.

15. **Limitation of Liability.**

- 15.1 IN NO EVENT WILL CITY OR A GENFARE PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES IN CONNECTION WITH THE PAYMENT PROCESSING SERVICES OR THE PERFORMANCE OR NONPERFORMANCE OF THE PAYMENT PROCESSING SERVICES, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL A GENFARE PARTY BE LIABLE TO CITY FOR ANY LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA, ARISING OUT OF CITY'S USE OF, OR INABILITY TO USE, OR THE PERFORMANCE OR NONPERFORMANCE OF, THE PAYMENT PROCESSING SERVICES. "GENFARE PARTY" MEANS ANY GENFARE OR ANY LICENSOR, VENDOR OR SERVICE PROVIDER OF GENFARE, INCLUDING WITHOUT LIMITATION ANY GATEWAY SERVICE PROVIDER, PROCESSING

SERVICE PROVIDER, ACQUIRING BANK, OR PAYMENT NETWORK, OR ITS OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES.

15.2 IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF THE GENFARE PARTIES UNDER THIS AGREEMENT EXCEED THE FEES PAID BY CITY TO GENFARE DURING THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED

16. **Insurance.¹**

16.1 Genfare will maintain the following:

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

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

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

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

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

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

17. **Miscellaneous.**

17.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Texas. The Parties submit to the exclusive jurisdiction of the courts of El Paso County, Texas for the resolution of any and all disputes relating to this Agreement or any of its terms.

¹ Note to Draft: Insurance provisions are pending review by Genfare risk management.

- 17.2 **Conflicts.** In the event of a conflict between the terms contained herein and the terms in an Attachment, the order of precedence, unless stated otherwise in the main body of the Agreement, is: the main body of the Agreement, Attachment.
- 17.3 **Independent Contractor.** The relationship of the Parties hereunder is that of independent contractors, and neither Party shall be considered to be a partner, joint venture, employer or employee of the other under this Agreement. This Agreement creates no agency in either Party, and neither Party has any authority whatsoever to bind the other Party in any transaction or make any representations on behalf of the other Party.
- 17.4 **Survival.** Neither expiration nor termination of this Agreement shall terminate those obligations and rights of the Parties pursuant to provisions of this Agreement which by their express terms are intended to survive and such provisions shall survive the expiration or termination of this Agreement. Without limiting the foregoing, the respective rights and obligations of the Parties under Sections 4, 7, 9, 10 12, 13, 14, 15, and 17 shall survive the expiration or termination of this Agreement regardless of when such termination becomes effective.
- 17.5 **Amendment.** No change or modification of this Agreement shall be valid unless in writing and signed by all Parties to this Agreement; provided, however, an Attachment can be updated through written confirmation, by both parties, of such terms through written or electronic correspondence.
- 17.6 **Assignment.** Neither Party may assign this Agreement, or any of its interest herein, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided, however, that with 90 days prior written notice to other party, no such prior approval shall be required for an assignment in connection with a sale of all or substantially all of a Party's business related to the subject matter of this Agreement or any merger, sale of a controlling interest or other change of control of such Party. This Agreement shall apply to and bind the successors and permitted assigns of the Parties.
- 17.7 **Force Majeure.** Neither Party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God or the common enemy or earthquakes, floods, fires, epidemics, riots, telecommunications delays, failure of electrical power, lightning, national emergency, war, action of court or public authority, terrorist act, military action, civil disturbance, internet outages, failures or delay in transportation or communications. The Parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of this Agreement.
- 17.8 **Governmental Functions.** The City hereby represents that it is entering into this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act and as a governmental entity performing a governmental function.

- 17.9 Waiver.** No party will be deemed to have waived the exercise of any right that it holds under this Agreement unless such waiver is made in writing. No waiver made with respect to any instance involving the exercise of any such right will be deemed to be a waiver with respect to any other instance involving the exercise of the right or with respect to any other such right.
- 17.10 Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. With respect to any unenforceable provision, the applicable arbitrator or court shall deem the provision modified to the extent necessary, in such adjudicator's opinion, to render such term or provision enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the Parties set forth herein.
- 17.11 Notice.** The parties will send all notices required by this Agreement in writing. Any notice required under this Agreement shall be deemed to be sufficiently given to the other party, and any delivery hereunder deemed made when sent by certified mail, FedEx overnight delivery, or other overnight courier delivery service, provided such notice is addressed to the respective address set forth below. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party 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. Parties will address notices as follows:

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

With a Copy to: The City of El Paso Mass Transit Department- Sun
 Metro
 Attn: Director
 10151 Montana Ave.
 El Paso, Texas 79925

To Genfare: GENFARE, LLC
 Attn: Eric Kaled
 800 Arthur Ave
 Elk Grove Village, IL 60007

With a Copy to:

Husch Blackwell LLP
Attn: Chris Peterson
3810 E. Sunshine St.
Suite 300
Springfield, MO 65809

- 17.12 **Entire Agreement.** This Agreement supersedes all previous discussions, negotiations, understandings and agreements between the Parties with respect to its subject matter and constitutes the entire Agreement between the Parties. This Agreement is a collaborative drafting effort and the provisions of the Agreement shall not be construed against a Party as the purported drafter. This Agreement may be executed in one or more counterparts, with signatures delivered by fax or emailed PDF documents, all of which counterparts when taken together shall comprise one instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

GENFARE DocuSigned by:

By: Eric Kaled
E3E78E940D544D3

Name: Eric Kaled

Title: President

Date: 7/19/2023

(City of El Paso Signature Page to Follow)

CITY OF EL PASO



Cary Westin

Interim City Manager

Date Signed 25 July 2023

APPROVED AS TO FORM:



Joyce Garcia

Assistant City Attorney

APPROVED AS TO CONTENT:



Anthony R. Dekeyzer, Director

Sun Metro/Mass Transit Department

**ATTACHMENT 1
GENFARE PRODUCTS AND SERVICES
PAYMENT PROCESSING SERVICES EXCLUSIVITY**

PRODUCTS	PRODUCT
<input type="checkbox"/>	GENFARE LINK (REFUNDS / eFARE)
<input type="checkbox"/>	MOBILE LINK
<input type="checkbox"/>	FAST FARE
<input type="checkbox"/>	OPEN LINK VALIDATOR
<input type="checkbox"/>	VENDSTAR-4 (TICKET VENDING MACHINE)
<input type="checkbox"/>	VENDSTAR-E (TICKET VENDING MACHINE – CREDIT CARD ONLY)
<input type="checkbox"/>	ADMINISTRATIVE POINT OF SALE (APOS)

ATTACHMENT 2
Fee Schedule

Fee	Interval	Amount	Due Date
Implementation Fee	One-Time	None	30 days from Effective Date
Transaction Fee	Monthly	5.5% + \$0.05 of total payments processed by Genfare	As set forth in Section 4.2
Software Support for Payment Processing	Yearly	None	Yearly from the date of implementation

ATTACHMENT 3

Required Conditions, Prohibited Businesses, Merchant Categories and Transaction Types

A. Required Conditions: City represents and warrants that it shall:

- Accept all categories of Visa and MasterCard Payment Instruments (i.e. debit and credit cards) unless the City has previously, through written notice, indicated election of one of the Limited Acceptance Options, as well as all foreign bank-issued Visa or MasterCard Payment Instruments;
 - If a Limited Acceptance Option is selected by City, then the City must display appropriate signage to indicate the details of the applicable Limited Acceptance Option
- Not engage in any practice that unfavorably discriminates against or provides unequal treatment of any Payment Brand relative to any other Payment Brand;
- Not set a dollar amount above or below which it refuses to honor otherwise valid Payment Instruments during the Subscription Term;
- Physically examine each Payment Instrument used at those attended points of sale to determine that the Payment Instrument presented is valid and has not expired;
- Notify Genfare, and to the extent possible its third-party service providers, of the intent to conduct Unattended Transactions;
- Ensure that there are appropriate procedures in place to confirm that each Unattended Transaction is made by the intended Purchaser;
- Not split a single Transaction into two or more Transactions to avoid or circumvent authorization limits or monitoring programs;
- Not accept Payment Instruments for the purchase of [scrip];
- Not require a Purchaser to complete a postcard or similar device that includes a Purchaser's Payment Instrument information;
- Not disburse or advance any cash to the Purchaser, itself, its representatives, agents or employees in connection with a Transaction
- Not accept payment for effecting credits to a Purchaser;
- Not make or have previously made a representation or agreement for the issuance of refunds except as stated in all applicable refund policies that have been published to Genfare and all Purchasers;
- Not accept or facilitate the acceptance of Payment Instruments in connection with installment plans;
- Execute any and all applications and documentation required by the Payment Brands and Genfare's third-party service providers and its affiliates;
- Not operate a Prohibited Business, nor fall within the Prohibited Merchant Category, nor submit a Prohibited Transaction, as these terms are defined in Attachment 1 attached hereto;
- Maintain a refund policy and disclose such refund policy to Genfare, its third-party service providers, and Purchasers;
- Submit any change of its refund policy 14 days prior to the effective date of such change to Genfare and its third-party service providers;
- Prepare and deliver to Genfare and its relevant third-party service providers, Transactions reflecting any refund within 3 days of the City or Genfare approving such a refund;
- Not accept any payment from a Purchaser as consideration for issuing a refund;
- For recurring Transactions of a Purchaser, obtain the consent to periodically charge the Purchaser on a recurring basis and retain this permission for the duration of the recurring Transactions in order to provide it to the Payment Brands, the issuing bank of the Purchaser's Payment Instrument, Genfare, as well as Genfare's third-party service providers and its affiliates on request;

- Retain written documentation specifying the frequency of any recurring charges to a Purchaser and the duration of time during which such charges may be made;
- Not submit any recurring transaction after receiving a cancellation notice from a Purchaser or a notice from Genfare, its third-party service providers or any Payment Brand that a Purchaser's Payment Instrument is not to be honored;
- Offer Purchasers a data protection method such as 3-D Secure or Secure Sockets Layer (SSL);
- Maintain their respective Merchant Settlement Accounts for as long as they receive Payment Processing Services;
- Notify Genfare and its third-party service providers with no less than 5 days prior notice of an intent to close their respective Merchant Settlement Accounts
- Substitute another Merchant Settlement Account subsequent to the closure of any prior Merchant Settlement Account;
- Obtain an authorization code through a Genfare's third-party service provider for each Transaction;
- Have a valid agreement in effect with any applicable Payment Brand;
- Store and retain Transactions and Transaction Receipts in compliance with the Payment Brand Rules;
- If applicable, send Genfare and Genfare's relevant third-party service provider, via certified or overnight mail or confirmed fax, a written resolution of the investigation of a Retrieval Request, along with legible copies of any supporting documentation requested or required by the Retrieval Request;
- Exercise reasonable care to prevent disclosure or use of Payment Instrument Information;
- Not using Payment Brand Marks, other than as expressly authorized by the Payment Brands; and
- Use the Payment Brand Marks only to promote the services covered by the Payment Brand Marks by using them on decals, indoor and outdoor signs, advertising materials, and marketing materials, provided that all such uses are consistent with the Payment Brand Rules.

B. Prohibited Businesses and Business Activities:

- Adult-oriented products or services (of any media type, including Internet, telephone, printed material, etc.)
- Buyers clubs / Membership clubs
- Collection agencies engaged in the collection of Uncollectible Debt (as defined by the Payment Brands)
- Bankruptcy attorneys
- Credit repair agencies
- Sports forecasting or odds making
- Credit counseling or credit repair services
- Credit protection / Identity theft protection
- Direct marketing—subscription merchants
- Infomercial merchants
- Internet/MOTO pharmacies
- Internet/MOTO pharmacy referral sites
- Internet/MOTO Firearm or Weapon Sales
- Internet/MOTO Tobacco Sales
- Drug Paraphernalia
- Occult Materials
- Multi-level marketing businesses
- Inbound telemarketers
- Outbound telemarketers
- Prepaid phone cards
- Prepaid phone services
- Rebate-based businesses

- “Up-Sell” merchants
- Bill payments
- Escort services
- Gambling or betting, including lottery tickets, raffles, casino gaming chips, off-track betting, and wagers at race tracks
- Financial Institutions — Manual Cash Disbursements
- Financial Institutions — Automated Cash Disbursements
- Financial Institutions — Merchandise and Services
- Non-Financial Institutions — Money Orders, Foreign Currency, etc.
- Wire Transfer Money Orders
- High-Risk Merchants
- High-Risk Telemarketing Merchants
- Service Station Merchants
- Automated Fuel Dispensers (AFD)
- Any business model heavily reliant upon or solely or primarily based on any guaranteed “rebate”, “refund”, or “prize” associated with the sale of products or services

C. Prohibited Merchant Categories:

- Merchants domiciled, residing, or having a principal place of business outside of the U.S.
- Merchants engaged in any illegal activity, or any activity reasonably likely to create notoriety, cause harm or damage the reputation of Paymentech, Member or any Payment Brands
- Merchants listed on the VISA Terminated Merchant File, MasterCard MATCH, or any similar Payment Brand list

D. Prohibited Transaction types:

- Account Funding Transactions
- Dynamic Currency Conversion
- Quasi-Cash Transactions
- Purchase of a Scrip

ATTACHMENT 4
MERCHANT PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES

[Attached Separately]



SUBMITTER MERCHANT
PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES

Paymentech, LLC, also known as Chase Merchant Services ("CMS", "we", or "us"), for itself and on behalf of JPMorgan Chase Bank, N.A. ("Chase"), is excited about the opportunity to join Genfare, LLC (referred to herein as "Submitter") in providing you, the Merchant signing below (hereinafter referred to as "you" or "Merchant") with state-of-the-art payment processing services.

When you use the services of Submitter to receive payments for Transactions initiated by Card or by ECP, those Transactions are processed by us through systems and networks owned by the Networks, each of which maintains its own set of Network Rules governing Transactions processed over such Network.

The Network Rules generally require that we have a direct contract with each merchant for which we process payment transactions through the Network, and this agreement (this "Agreement") contains certain contractual commitments required by the Network Rules to be contained in each such contract.

1. Compliance with Network Rules, Applicable Law and User Guide; Network Liabilities.

You agree to comply with the Network Rules (including the Security Standards) of each Network, as they pertain to the Transactions you submit to us (directly or via Submitter) for processing through Submitter. You shall not, through act or omission, cause CMS or Chase to violate any Network Rules. You shall perform your obligations under this Agreement in compliance with all applicable federal, state and local laws and regulations and shall not submit any Transaction that it knows to be illegal. CMS reserves the right to temporarily suspend funding or refuse to process any Transaction if we reasonably suspect that it was prepared in violation of any provision of this Agreement, applicable law, or the Network Rules. You agree to pay any and all fines, fees, penalties, liabilities, charges and other amounts which may be imposed or assessed by the Networks on you, Chase or CMS as a result of your actions, omissions, Transactions, Chargebacks or Returns, including without limitation, your failure to comply with the Network Rules, this Agreement or any Security Standards (the "Network Liabilities").

2. Your Transactions; Chargebacks and Returns.

You represent and warrant that you will only use our services and submit Transactions for processing which represent the sale or lease of goods or the provision of services by you to a Customer and not on behalf of any third-party seller. You shall have full liability for all Chargebacks (with respect to Card Transactions) and all Returns (with respect to ECP Transactions), as may be assessed in accordance with the applicable Network Rules, provided, however, that in the event that any Chargeback or Return is ultimately reversed by the applicable Network in your favor, CMS shall refund you for the amount thereof.

3. Settlement and Funding.

(a) CMS will submit your Transactions to the applicable Network for processing, and thereafter will provisionally fund the Settlement Account (as defined below).

(b) You must designate at least one bank account for the deposit and settlement of funds and the debit of any fees and costs associated with CMS's processing of the Transactions (all such designated bank accounts shall be collectively referred to herein as the "Settlement Account"). You authorize CMS to initiate electronic credit entries, debit entries, and adjustments to your Settlement Account for amounts due to or from you in connection with this Agreement. CMS will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by Submitter, the Networks, or your bank.

(c) Unless otherwise agreed, the dollar amount payable to you for your Transactions will be equal to the amount submitted by you in connection with your sale Transactions, minus the sum of amounts due from you, including Refunds, Chargebacks, Returns, Network Liabilities, and all applicable charges and adjustments; provided, however, that in the event we fail to withhold any such amounts from your Transaction proceeds, we may debit your Settlement Account for such amounts;

(d) If we fail to withhold any Refunds, Returns, Chargebacks, Network Liabilities or other charges or amounts due from the proceeds payable to the Settlement Account (including where such proceeds are insufficient to cover such obligations), or if the Settlement Account does not have a sufficient balance to pay amounts due from you under these guidelines, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit the Settlement Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid, (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.

(e) To the extent you or Submitter elect to assess a Convenience Fee for eligible Transactions, and unless otherwise agreed to in writing, you hereby acknowledge and agree that (i) all Convenience Fee Transactions will be submitted by Submitter to CMS under the terms of the separate agreement in place between CMS and Submitter, (ii) all CMS processing fees, interchange and assessment fees, or other fees that may apply

associated with the Convenience Fee Transaction shall be paid by Submitter, (iii) all Chargebacks, Chargeback fees, funds transfer fees, returns and similar charges related to Convenience Fee Transactions shall be paid by Submitter, and (iv) settlement funding for Convenience Fee Transactions will be paid directly to a bank account designated by Submitter.

4. Specific Requirements, Representations and Warranties Relating to ACH Transactions.

(a) The NACHA Operating Rules ("NACHA Rules") are the applicable Network Rules governing your ECP Transactions that utilize the ACH network, including, without limitation, ARC, TEL and WEB Transactions ("ACH Transactions"). You are responsible for complying with the NACHA Rules as set forth in Section 1 of this Agreement. The originating depository financial institution which CMS uses (currently Chase) to originate and process your ACH Transactions (the "ODFI", as that term is further defined in the NACHA Rules) retains the right to reject or delay any ACH Transaction, to execute an ACH Transaction through any clearing house or channel it deems appropriate, to terminate or suspend your right to originate ACH Transactions, or to audit your compliance with the NACHA Rules.

(b) Any credit made to your Customer's account as a result of an ACH Transaction originated by you (e.g., an issuance of a refund) is provisional until your Customer's receiving depository financial institution (the "RDFI", as further defined in the NACHA Rules) receives final settlement for such entry through a Federal Reserve Bank. If final settlement is not received by the RDFI, the RDFI will receive a refund from your Customer, and your Customer will not be deemed to have been paid by you.

(c) You represent and warrant that: (i) each ACH Transaction you originate will comply with all applicable laws and NACHA Rules; (ii) you will not originate any ACH Transaction as a Third Party Sender (as that term is defined in the NACHA Rules) and will not allow any third party to originate an ACH Transaction through your account under this Agreement; (iii) all ACH Transactions resulting in a debit to the Customer will be authorized by the Customer in writing and signed or similarly authenticated in a manner that complies with the NACHA Rules; (iv) you will obtain and retain proper authorization, in accordance with all applicable laws and the NACHA Rules, for each initiation of an ACH debit or credit to a Customer's account, and will make copies thereof available to us upon request; and (v) you hereby make to us, and certify compliance with, all warranties that we or the ODFI make, or are deemed to make, under the NACHA Rules, in connection with any ACH Transaction you originate.

5. Safeguarding Account Information; Security Standards.

(a) By accepting Card and ECP payments from your Customers, you acknowledge and understand the importance of protecting Transactions and Account Information and complying with the applicable Network Rules, Security Standards, and applicable law. You also acknowledge the heightened risk associated with access to Transactions and Account Information, and, to the extent you do have access to Transactions and Account Information, you must establish policies and procedures to protect such information in conformity with the Network Rules, Security Standards, and applicable law, including the storage and disclosure of such information. You shall exercise reasonable care to prevent use or disclosure of Transactions, Account Information, other than as necessary to complete a Transaction or as otherwise specifically permitted by the Network Rules or required by applicable law. If at any time you determine or suspect that Transactions or Account Information have been compromised, you must notify CMS immediately and assist in providing notification to such parties as may be required by law or Network Rules, or as CMS otherwise reasonably deems necessary. You further agree to provide CMS, upon its request, with information related to your compliance with the Network Rules and Security Standards as may from time to time be required by the Networks or reasonably requested by us.

(b) You acknowledge that failure to comply with the Network Rules, including the Security Standards, or the occurrence of a Data Compromise Event, may result in assessments, fines and/or penalties by the Networks. In the event CMS or Chase incurs any damage, loss, liability or expense as a result of any such failure or occurrence, including, without limitation, any Network Liability, you shall reimburse CMS and Chase, as applicable, immediately for all such amounts. Furthermore, if any Network requires a forensic examination of you or any of your agents, business partners, contractors, or subcontractors due to a Data Compromise Event, you agree to cooperate with such forensic examination until it is completed, including, without limitation, the engagement of an examiner acceptable to the relevant Network. Notwithstanding the foregoing, the Networks may directly, or demand that CMS, engage an examiner on your behalf in order to expedite the investigation of the Data Compromise Event.

6. Merchant Taxpayer Certification and CMS Reporting Obligations.

Upon request from time to time, Merchant shall provide CMS with the appropriate taxpayer certification documentation, via Internal Revenue Service (IRS) Form W-9 (or the appropriate versions of Form W-8, if applicable). Merchant shall promptly notify CMS if there are any changes in this information. CMS may deduct withholding taxes, if any, from proceeds payable to Merchant or any entity that is a party to this agreement where required under applicable law. CMS may, in accordance with applicable law and from time to time during the term of this Agreement, request Merchant to recertify its taxpayer certification hereunder. Furthermore, Merchant shall be responsible for any penalties related to the reporting obligations of CMS hereunder to the extent such penalties accrue based on the actions or inactions of Merchant despite reasonable notice from CMS.

7. Merchant Taxpayer Certification and CMS Reporting Obligations.

We reserve the right to update or amend this Agreement from time to time, including as may be required to ensure compliance with the Network Rules, applicable law, or the policies, procedures or requirements of the ODFI. In such event, we will provide you with the changes, or with an updated copy of this Agreement, and your continued use of our processing services after your receipt of such changes shall constitute your agreement to comply with the Agreement as so amended.

8. Termination.

In the event of a breach of this Agreement by either party, the non-breaching party may terminate this Agreement immediately upon notice to the breaching party. In addition, if Submitter terminates its Agreement with us, then either party may terminate this Agreement immediately upon written notice. CMS shall be entitled to terminate this Agreement at any time upon 60 days' prior written notice to Merchant.

9. Definitions.

- (a) **"Account Information"** is information related to a Customer or the Customer's Card or any bank account, depository account, or other account maintained by the Customer, and that is obtained by you or Submitter from the Customer's Card or any check provided by the Customer, or that is otherwise obtained by you from the Customer in connection with a Transaction (for example, an account number, a security code, a PIN number, or the customer's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include the Card account number, the bank account number, the card expiration date, the Customer's name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Card or any check printed thereon, or magnetically, electronically or otherwise stored thereon.
- (b) **"ACH"** means Automated Clearing House.
- (c) **"Card"** means a physical or virtual credit, debit card, pre-paid card, or stored value card, or any evidence thereof (e.g. account number, access number, token, code, payment credential, or other form factor or access device), or any device, mobile application, digital wallet or other technology, medium or method (regardless of form) used to access an account or account number associated therewith and through which Network payment services are delivered, authorized and established between a Customer and a Network, or representatives or members of a Network that Merchant accepts from Customers as payment for goods or services.
- (d) **"Chargeback"** is a rejection, reversal or return of a Transaction you previously presented to CMS, as permitted and governed by the applicable Network Rules. The term Chargeback shall include any Return of an ECP Transaction.
- (e) **"Chase"** is JPMorgan Chase Bank, N.A. or other entity providing sponsorship to CMS as required by all applicable Networks. Your acceptance of Network products is extended by Chase.
- (f) **"CMS", "we", "our", and "us"** is Paymentech, LLC, a Delaware limited liability company, having its principal office at 8181 Communications Parkway, Plano, Texas 75024.
- (g) **"Convenience Fee"** is a charge to a Customer for the convenience of using the payment channel offered by Merchant through Submitter.
- (h) **"Customer"** is the person or entity to whom a Card is issued or who is otherwise authorized to use a Card and who initiates a payment with you relating to a Transaction.
- (i) **"Data Compromise Event"** means an occurrence that results, or could result, directly or indirectly, in the unauthorized access to or disclosure of Transactions and/or Account Information.
- (j) **"ECP"** means electronic check processing as a means of receiving or making payment in connection with a Transaction or Refund. ECP includes various products of a type supported by CMS, including, without limitation, ACH, ARC, CCD, EFT, POP, PPD, TEL, WEB and Facsimile Draft.
- (k) **"Network"** is any payment method provider whose payment method is accepted by you from your Customers and which is accepted by CMS for processing, including, but not limited to, Visa, Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers. Network also includes the National Automated Clearing House Association ("NACHA"), with respect to Transactions involving any credit or debit entry processed over the ACH network, and any other network or clearing house over which any ECP Transactions may be processed.
- (l) **"Network Rules"** are the standards, bylaws, rules, and operating regulations, as they exist from time to time, of the various Networks, and includes the Security Standards.
- (m) **"Refund"** means any refund or credit issued for any reason, including, without limitation, for a return of merchandise or cancellation of services, and any adjustment of a Transaction.
- (n) **"Return"** means any rejection, reversal or return of an ECP Transaction or ACH debit entry you previously presented to CMS, as permitted and governed by the applicable Network Rules.
- (o) **"Security Standards"** are all rules, regulations, standards or guidelines adopted or required by the Networks or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Account Information, including but not limited to the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program, Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program, MasterCard's POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.
- (p) **"Transaction"** is a transaction conducted between a Customer and you utilizing a Card or ECP for payment in connection with the sale of goods or the lease or provision of services by you (either directly or through Submitter). Transaction may also be used to refer to the written or electronic record of such a transaction, including, without limitation, an authorization code, settlement record, ECP file, or a credit or debit entry pursuant to and consistent with NACHA Rules which is submitted to CMS to initiate or evidence a Transaction.
- (q) **"Transaction Receipt"** means an electronic or paper record of a Transaction generated upon completion of a sale or Refund, a copy of which is presented to the Customer.



Full Liability Submitter Attestation to Merchant Services Terms and Conditions

These terms and conditions, the application, forms, and other documents provided by you herewith constitute the Agreement between Paymentech, LLC, JPMorgan Chase Bank, NA, and Merchant

I, the undersigned, individually and on behalf of Merchant, certify, represent and warrant that:

- I am an owner, officer, partner or other authorized representative of the Merchant ("Authorized Representative"), duly authorized to:
 - enter into legally binding agreements on behalf of the Merchant;
 - execute and submit this document on behalf of Merchant;
 - provide all information contained herein (including, as applicable, banking or financial information, and personal information relating to owners, officers, partners or Merchant contacts), on behalf of the Merchant;
- all information contained within this document or submitted in connection herewith is true, complete and not misleading.
- to the extent any bank account information is being provided in connection with this document, Merchant owns such bank account, and such account is being maintained solely for business purposes and not for personal, family, or household purposes
- Chase Paymentech and Member may:
 - investigate and verify the credit and financial information of Merchant, and
 - obtain credit reports on Merchant from time to time in connection with establishing Merchant's account and maintaining the Agreement.

Merchant, intending to be legally bound, hereby agrees to the foregoing.

Agreed and Accepted by:

City of El Paso
 MERCHANT LEGAL NAME (Print or Type)
300 N. Campbell St., El Paso, TX 79901
 Address (Print or Type)
[Signature]
 By (authorized signature)
Anthony R DeKeyser
 By, Name, Title (Print or Type)
Director of Mass Transit
 Date
8/4/23

Nazir MDrenner06133022

Agreed and Accepted by:

PAYMENTECH, LLC for itself and on behalf of
 JPMORGAN CHASE BANK, N.A.

DocuSigned by:
 By: Melissa Theriault
 4213C3M07F
 Print Name: Melissa Theriault
 Title: Executive Director
 Date: 8/30/2023
 Address: 8181 Communications Pkwy, Plano, TX 75024

Email DeKeyserAR@elpasotexas.gov
 Phone: 915-212-3306

INTERNAL PAYMENTECH USE
 Merchant Name:

City of El Paso

Full Liability Submitter Payment Instrument Processing Agreement - Rev. October 2020

Page 1 of 1

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CITY OF EL PASO	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 300 N. CAMPBELL ST.	
6 City, state, and ZIP code EL PASO, TX 79901-1402	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
7	4	-	6	0	0	0	7	4	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►



Date ►

06/05/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Additional Company Application



Please print clearly.

If you make any corrections to your information in the Application, you **MUST** initial each change.

**THIS SECTION IS FOR INTERNAL
USE ONLY**

Application ID:

ECID:

Model from Merch #:


Submitted by:

Company #:


What is this form? A Customer (you, your) can use this form to apply to add a location to receive services from Paymentech, LLC and JPMorgan Chase Bank, N.A. ("us", "we", or "our").

How do you complete the form?

Complete all 3 parts, then print and sign the final version. Keep a copy for your records.

 The Customer section verifies your identity, which is necessary to comply with our policies designed to prevent money laundering and the funding of terrorism. Federal law requires us to obtain, verify and record certain information that identifies each person who opens an account with us.

 The Ownership section identifies the type of ownership for your business.

 The Certification section confirms that the Authorized Representative(s) has read and agreed to this document.

If you make any corrections to your information in the Application, you MUST initial each change.

Part 1: Customer

Complete all fields below

1.1 Company Information To help prevent the funding of terrorism and money laundering activities, Federal law and JPMC policies require us to obtain, verify, and record information that identifies each person who opens an account. In order to comply with these requirements, we will ask for your business name, physical address, and government identification number in order to verify your identity.

Legal Name of Company to be Amended to the Agreement	City of El Paso	Business Start / Date of Incorporation (MM/DD/YYYY)	1873
Physical Address (No PO Box or Paid Mail Box)	300 N. Campbell Street		
City	El Paso	State	Texas
		Zip Code	79901
Taxpayer ID / EIN	74-6000749	Registered Trade Name (DBA)	
Primary Contact Name	Sasho Andonoski	Phone	(915) 212-3333

Does the legal entity have any additional DBA names? ☒ No ☐ Yes → Complete DBA Addendum

Business Type

Ownership Type	<input type="checkbox"/> Public <input type="checkbox"/> Ticker Symbol <input type="checkbox"/> Stock Exchange <input checked="" type="checkbox"/> Other :	<input type="checkbox"/> Private <input type="checkbox"/> Not - For - Profit <input type="checkbox"/> Subsidiary of Public Company
Entity Type:	<input type="checkbox"/> Individual / Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Government – Gov. Website URL elpasotexas.gov <input type="checkbox"/> LLC – If LLC, Taxed As	
Business Description (Primary source of revenue for legal entity)	Municipality - primary revenue source are taxes.	
Do you permit or have you issued Bearer Shares?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	

State of Formation Texas	Date of Formation 1873	Trading Symbol	Fiscal Year End (MM/DD/YYYY) 08/31/2023
Has Merchant Ever Filed For Bankruptcy? No	If, Yes, What Chapter?	Filing Date	Emergence Date
Are the Financials of the Additional Company Stand Alone or Consolidated? Stand Alone	If, Consolidated, indicate name of the company the financials are included in		

If you make any corrections to your information in the Application, you MUST initial each change.

What is the relationship between the additional company and the company which entered the agreement?

Other Relationship

FLS

Part 2: Ownership

Each owner signing authorizes JPMorgan Chase Bank N.A. And Paymentech, LLC as part of this investigation, to obtain and review Third Party Credit Bureau Reports on Such Owner. Ownership details must be provided for each Individual or Legal Entity Owner with a 10% or greater ownership interest.

2.1 Owner # 1

Name (Individual/Sole Proprietor or Entity or Parent Company)

SSN/EIN* or ☐ Non- US Person

Corporate Title

Percent of Ownership

%

Is the Owner listed above publicly traded?

☐ No

☐ Yes

Stock Exchange

Ticker Symbol

Street Address

(Individual/Sole Provider use home address)
(No PO Box or Paid Mail Box)

City

State

ZIP Code

Country of Domicile

Date of Birth

Phone

*For Non-US Persons: Social Security Number, Passport Number and Country of Issuance (or other similar identification number) may be substituted

Government Issued ID #

Type of ID (ex. Passport)

Country of Issuance

2.2 Owner # 2

Name (Individual/Sole Proprietor or Entity or Parent Company)

SSN/EIN* or ☐ Non- US Person

Corporate Title

Percent of Ownership

%

Is the Owner listed above publicly traded?

☐ No

☐ Yes

Stock Exchange

Ticker Symbol

Street Address

(Individual/Sole Provider use home address)
(No PO Box or Paid Mail Box)

City

State

ZIP Code

Country of Domicile

Date of Birth

Phone

*For Non-US Persons: Social Security Number, Passport Number and Country of Issuance (or other similar identification number) may be substituted

Government Issued ID #

Type of ID (ex. Passport)

Country of Issuance

If you make any corrections to your information in the Application, you MUST initial each change.

Do you have any additional Owners (not listed above) that have 10% or greater ownership, either directly or indirectly?

(If an entity/parent company is listed in section 2 above that has 10% or greater ownership of the applicant, identify any owners (individuals and/or entities) of the entity/parent company that ultimately have 10% or greater ownership in the applicant on the additional owner/officer addendum (sales representative will provide)

☒ No

☐ Yes

↳ Owner/Officer Addendum required (Sales Representative will provide)

2.3 Controlling Officer (an individual with significant responsibility for managing the legal entity)

Name

Anthony DeKeyzer

SSN/EIN*

Date of Birth

What is this officer's role?

☐ Key Decision Maker (i.e. Senior Mgr.) ☐ Chief Executive Officer ☐ Chief Executive Officer

☐ Chief Operations Officer ☐ Chairman ☐ President ☒ Other (specify): Director

↳ Sections above require a Date of Birth and SSN/EIN* (or if you selected "Not - For -Profit" in section 1.2)

☐ Board of Directors

↳ Select one: ☐ Voting ☐ Non-voting

Street Address
(Provide home address)
(No PO Box or Paid Mail Box)

10151 Montana Ave.
El Paso, TX 79925

City

El Paso

State

TX

Country

United States of America

ZIP Code

79925

*For Non-US Persons: Social Security Number, Passport Number and Country of Issuance (or other similar identification number) may be substituted

Government Issued ID #

Type of ID (ex. Passport)

Country of Issuance

Drivers License

United States

2.4 Authorized Representative

Name

Jerry DeMuro

Street Address (if individual use home address)
(No PO Box or Paid Mail Box)

10151 Montana Ave.

City

El Paso

State

TX

Country

USA

ZIP Code

79925

If you make any corrections to your information in the Application, you MUST initial each change.

Part 3: Certification

3.1 Authorized Administrator for Account Boarding

Authorized Administrator for purposes of account boarding and implementation means an owner, partner, officer, employee or other agent of the merchant that has been appointed by an executive of merchant and who is duly authorized to provide information and execute documentation on behalf of and related to merchant in order to facilitate the initial set up of merchant's account with Chase Paymentech. Per Chase Paymentech policy, authorized administrators are not permitted to modify the merchant's account with Chase Paymentech after completion of the initial set up of merchant's account. Such changes must be made, by an executive or financial contact, as applicable and as those roles are defined by merchant.

(Photocopy of signature below is valid for the release of information requested and will remain valid until the termination or expiration of the Merchant Agreement)

Merchant Name (Printed)	City of El Paso Jerry DeMuro	Merchant Signature	
Merchant Title (Printed)	Deputy Transit Officer	Date	July 28, 2023
Telephone Number	(915) 212-3333	Email Address	demuroj@elpasotexas.gov

3.2 Certification

I, the undersigned, being an officer/principal of City of El Paso, Sumetris represent and warrant that the statements made on this document are correct and factual. JPMorgan Chase Bank, N.A. ("Member") and Paymentech, LLC ("Paymentech" or "Chase Paymentech") are authorized to conduct any necessary investigation, including without limitation, authorization for bank to release standard banking information.

(Photocopy of signature below is valid for the release of information requested and will remain valid until the termination or expiration of the Merchant Agreement)

Merchant Name (Printed)	Anthony DeKeyzer	Merchant Signature	
Merchant Title (Printed)	Director of Mass Transit	Date	July 28, 2023

Clennan H, Chief Transit Officer 7/31/2023

If the signer has not already provided it above, a residential address is preferred if available (No PO Box or Paid Mailbox). If not available, business address is acceptable.

Street Address	10151 Montan2 Ave.		
City	El Paso	State	TX
		Zip	79925

Note: Each Merchant is required to submit a W9 with this application



Merchant Services 8181 Communication Pkwy, Bldg A, Floor 03, Plano, TX, 75024 chase.com/merchantservices
Toll Free Phone (866) 428-4962 CPS-Merchant_Services@chase.com

U.S. and Canadian New Division Boarding Form

Note: This is an interactive form that will render based on selections within the document. Please fill out completely (top to bottom) before printing and signing.

Company ID # 392222	Company Legal Name GENFARE, A DIVISION OF SPX CORPORATION	Projected Live Date
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1. Company Information

Transactions processed for this new set up request belong to:

☐ Merchant whose company legal name is represented above

☒ An Additional Company whose legal name is...

City of El Paso

and is a

GOVERNMENT

of the merchant noted above.

On behalf of... GENFARE, A DIVISION OF SPX CORPORATION
Company Legal Name

1b. Taxpayer ID (W-9 required if new U.S. entity and/or taxpayer ID. W-8 required for Canadian entities)

Transaction Division's Taxpayer ID 74-6000749	Legal Entity Name City of El Paso
Are you tax exempt under Internal Revenue Code Section 501(c)(3)? (Required for US clients only)	<input checked="" type="radio"/> Yes <input type="radio"/> No

1c. 1099K Contact Information (Required for new U.S. Taxpayer ID's)

1099K Contact Name (Contact to receive 1099K supplied on W-9) Susho Andonoski	E-mail Address sandonoski@elpasotexas.gov
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2. Report Center and Transaction History Contacts

Item	Name	E-mail	Phone #	Address	City	State/Prov	Zip/Postal Code	Country	
1	Vicky Tuan	vicky.tuan@spx.com	(847) 758-4553	800 Arthur Ave	Elk Grove Village	IL	60007	USA	X
Select access required: <input type="radio"/> Transaction History <input type="radio"/> Report Center <input checked="" type="radio"/> Both Existing User ID:									
2	Jacqueline Maestas	Maestas@elpasotexas.gov	915-212-3333	10151 Montana Ave.	El Paso	TX	79905	USA	X
Select access required: <input type="radio"/> Transaction History <input type="radio"/> Report Center <input type="radio"/> Both Existing User ID:									
Add User									

3. Chargeback Contacts

MQA (Manager/Supervisor - one who assigns work to MCA) MRQA (Manager/Supervisor - one who assigns work to MRA) Note: This is the contact that will receive any documents that need to be mailed and/or faxed.									
Item	Name	E-mail	Phone #	Address	City	State/Prov	Zip/Postal Code	Country	

1	Jacqueline Maestas	Maestas.jx@elpasotexas.gov	915-212-3333	10151 Montana Ave.	El Paso	TX	79925	USA	X
Does this User require access to:			<input checked="" type="checkbox"/> Report Center						
Click here to add or copy line item from this table					Click here to copy line item from section 2 - Report Center				
MCA (Merchant Chargeback Analyst - one who works the chargebacks) MRA (Merchant Retrieval Analyst - one who works the retrievals)									
Item	Name	E-mail	Phone #	Address	City	State/Prov	Zip/Postal Code	Country	
1	Jacqueline Maestas	Maestas.jx@elpasotexas.gov	915-212-3333	10151 Montana Ave.	El Paso	TX	79925	USA	X
Does this User require access to:			<input checked="" type="checkbox"/> Report Center						
Click here to add or copy line item from this table					Click here to copy line item from section 2 - Report Center				
4. Bank Account Information									
Existing Bank Account Information									
Will you be depositing funds into an existing Funds Transfer Instruction (FTI)?					No				
Is this a bank account we are currently funding?					No				
New Bank Account Information									
SETTLEMENT CURRENCY (In which we will fund to you)			COUNTRY WHERE BANK ACCOUNT RESIDES						
USD (US Dollar)			<input checked="" type="radio"/> US <input type="radio"/> Canada <input type="radio"/> International						
Section A: U.S. Bank Account Information					ACH				
ABA #									
<input type="checkbox"/> Division is located outside of the U.S. or Canada and is settling funds in USD and will be the method of transfer as a default									
Bank Account #									
Bank Account Name					Financial Institution Name				
City of El Paso - Sun Metro TVM credit cards					Wells Fargo Bank NA				
City		State/Prov		Zip/Postal Code		Country			
Dallas		TX		75202		USA			
<input checked="" type="radio"/> Checking <input type="radio"/> Savings					ACH Debit Allowed - Your bank account must support ACH debit. If not, you must provide this Chase ACH debit block # to your bank - 1020401225				
5. Business Unit (if different from division name)									
Parent Business Unit Name (if applicable)			Parent Business Unit # (if applicable)						
Business Unit Name			Business Unit #						

☒ I have a "Business Unit" **Financial Contact** that is not an existing "Company" Financial Contact

Business Unit Financial Contact

(The person from whom we can obtain financial information and who is authorized to request and sign for all banking changes for a single business unit)

Contact Margarita Marin		E-mail Address munozmm@elpasotexas.gov	
Address 300 N Campbell Street		Phone # 915-212-1174	
City El Paso	State/Prov TX	Zip/Postal Code 79901	Country USA

6. Transaction Division Information

Transaction Division Name (30 character limit)	Settlement Currency USD (US Dollar)	Presentment Currency U.S. Dollars (USD)
--	--	--

Division Location Street Address (must be a street address, P.O. Boxes not acceptable)

City	State/Prov	Zip/Postal Code	Country
------	------------	-----------------	---------

How will you process? ☒ Retail ☐ MOTO (Mail/Telephone) ☐ Internet/eCommerce

Cardholder Descriptor (for all card types with the exception of American Express)

[illegible][illegible]

Products/Service Description (ex. clothing, books, membership, etc.)

T	R	A	N	S	I	T		P	A	S	S
---	---	---	---	---	---	---	--	---	---	---	---

Maximum Sales Transaction Amount USD \$250.00	Maximum Refund Transaction Amount USD \$250.00	(Default \$25,000 USD or equivalent "international" currency per transaction) If >\$25,000 please provide an invoice.
Avg. Transaction Price \$50.00	Avg. # Trans. Per Year (settled Only) 20,000	Projected Refund % .00%
	Customer's Payment Option Single Payment	<input type="checkbox"/> Bill Payment

6b. Internet Transactions

Full website address:			
Encryption (select all that apply)	<input checked="" type="checkbox"/> SSL	<input type="checkbox"/> SET	<input type="checkbox"/> No encryption
Can an order be placed and credit card info given via this website?	<input type="radio"/> Yes <input checked="" type="radio"/> No		
Is the website secure so not to be read or intercepted by others?	<input type="radio"/> Yes <input checked="" type="radio"/> No		

6c. Profile - billing & delivery of goods and services

Do you stock products?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	Do you fill your own orders?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
------------------------	---------------------------	-------------------------------------	------------------------------	---------------------------	-------------------------------------

Do you own product at time of sale?	<input type="radio"/> Yes <input checked="" type="radio"/> No	Fulfillment Service Bureau	
Do you provide customer orders at time sale?	<input type="radio"/> Yes <input checked="" type="radio"/> No	Fulfillment Contact	Phone #
Do you drop ship the product?	<input type="radio"/> Yes <input checked="" type="radio"/> No		
When will you charge for an order?	Bill on Order		

7. Products and Services

<input type="checkbox"/> Account Updater			
<input type="checkbox"/> MC SecureCode			
<input type="checkbox"/> MCID - MasterCard Assigned ID			
<input type="checkbox"/> Authorization Recycling			

8. Methods of Payment

Note: You must make a selection in Section 4 for this section to populate.

Please indicate if you will be using any of the following card type/methods of payment. Please note that some of these services may require an additional contract amendment pricing and/or information if you currently do not have the service.

<input checked="" type="checkbox"/> Visa	<input checked="" type="checkbox"/> MasterCard	<input checked="" type="checkbox"/> Discover (settled)	<input checked="" type="checkbox"/> Discover Diners	<input type="checkbox"/> JCB	As a default Discover (settled), Discover Diners and JCB will be enabled whenever Visa and MC are enabled.
<input type="checkbox"/> Discover (conveyed)					Discover SE#
<input type="checkbox"/> American Express Opt Blue	(Enabled for those merchants who have Opted in and meet the qualifications (U.S. only)				
<input type="checkbox"/> American Express (conveyed)					Service Establishment # (SE#)
<input type="checkbox"/> PINless Debit (non Retail)					
<input checked="" type="checkbox"/> PIN Based Debit (Retail)	Division will be setup with the following network vendors (Pulse, NYCE, STAR, Interlink, Maestro, ACCEL, Jeanie, AFFN and CU24)				
<input type="checkbox"/> Electronic Check Processing					


9. Processing Methods

Who will be submitting transactions to Chase Merchant Services and what product will they be using?

<u>Presenter Submitter Name</u> GENFARE, A DIVISION OF SPX CORPORATION	Submitter # (SU) 737833	Presenter ID # (PID)	
<input checked="" type="checkbox"/> NetConnect Batch and/or Online Authorization	<input type="checkbox"/> Orbital Payment Gateway	<input type="checkbox"/> Online POS Terminal (OPT)	
<input type="checkbox"/> Using NetConnect Batch for connectivity		<input type="checkbox"/> Using NetConnect Online Authorization for connectivity	
NetConnect Contact Name Vicky Tuan	User ID (created if not supplied) SPXGENFARE01	E-mail Address vicky.tuan@spx.com	Phone # (847) 758-4553

10. Terminal , Software and PIN Based Debit (please select what you will be utilizing)

<input checked="" type="checkbox"/> Point-of-sale Software (VAR)	<input type="checkbox"/> Equipment/Terminal	<input type="checkbox"/> PIN Pad (Retail Only)
Point-of-Sale Information		

Point-of-Sale Information			
Point-of-Sale Software Name DataCap	Communication Method NetConnect	Capture Type (default is HOST Capture where available) Host Capture	Where is software hosted? Division Location
Shipping Details Note: Please ensure a ship to contact will be available to accept shipment (default will be store manager)			
Contact Name		E-mail Address	
Address		Phone #	
City	State/Prov	Zip/Postal Code	Country
Kits and Imprinters			
<u>Overlay, Quick Reference Guide, etc.</u> No	<u>Sales Drafts, Credit Drafts, etc.</u> No	Imprinter Plate No	Imprinter (default is None) None
11. Signature			
Print Name Anthony DeKeyser		Title Director of Mass Transit	
I represent and warrant: (a) I am duly authorized by Merchant to submit the information provided herein and execute this document on behalf of Merchant; (b) I am duly authorized to provide the banking information set forth herein for the purposes outlined, including the transfer of funds; (c) I am duly authorized to grant access to the information contained and outlined herein to all contacts listed throughout the document; and (d) all information provided herein on behalf of Merchant is true and accurate.			
Signature 		Date July 28, 2023	
Signer's name must be a company Executive or Financial Contact.			
**In order for us to settle funds in accordance with the banking details supplied herein, you are responsible for providing true, accurate, current and complete information regarding your banking details, and we are not responsible for errors or omissions in the information that you provide. In the event that any banking details provided by you are incomplete, not current, or inaccurate, you agree that we may request, obtain and use credit or any other reports/information from third party sources to complete such banking details necessary for us to settle funds with you. You further agree that we are not responsible and shall not be liable in any way for any delay or failure to settle funds with you or for any error in your settlement account if the banking details/information provided by you or by third party sources is false, incomplete, not current or inaccurate.			

Cleena Lyle, Chief Transit Officer 7-31-2023



Government & Institutional Banking
1445 Ross Avenue
Suite 4300
Dallas, TX 75202

August 3, 2023

To Whom It May Concern:

Please accept this letter as confirmation of the City of El Paso's account with Wells Fargo Bank N.A.

The account information is as follows:

Name on the Account:	City of El Paso Sun Metro TVM Credit Cards
Bank Routing Number (ACH/wires):	121000248
Account Number:	4972777163
Account Type:	Checking Account
Bank Address	420 Montgomery Street San Francisco, CA 94104 United States

If you have any questions, please feel free to contact me at the number below.

Sincerely,

Nicholas London
Relationship Manager
Sr. Vice President
(469) 498-6587





Legislation Text

File #: 23-1300, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

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

All Districts

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

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092

AGENDA LANGUAGE:

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

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

Discussion and action on the request that the Managing Director of the Purchasing & Strategic Sourcing Department be authorized to issue a Purchase Order(s) to Siemens Mobility, Inc., the sole and authorized distributor for 2023-0066 Traction Power Substation Equipment and Services for a term of three (3) years for an estimated amount of \$1,388,747.00 with the stipulation that the vendor provides an updated sole source letter and affidavit each year. This contract will allow the purchase of Traction Power Substations Siemens Parts, Maintenance and Training needed to maintain the El Paso Streetcar track system.

Department:	Mass Transit (Sun Metro)
Award to:	Siemens Mobility, Inc. New York, NY
Year 1 Total:	\$471,747.00
Year 2 Total:	\$440,000.00
Year 3 Total:	\$477,000.00
Total Estimated Amount:	\$1,388,747.00 (3 years)
Account No.:	560-3210-60080-522140- P6018-P60FTA442- G60205307
Funding Source:	Federal Transit Administration Formula 5307 Grant
District(s)	All
Sole Source No.:	2023-0066

This is a Sole Source contract. General Exemption under Texas Local Government Code Section 252.022 Part 7 (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies.

The Purchasing & Strategic Sourcing and Mass Transit (Sun Metro) Departments recommend that the contract be awarded as indicated to Siemens Mobility, Inc. the sole source and authorized distributor for Siemens Traction Power Substation Equipment and Services.

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

AGENDA DATE: October 10, 2023
PUBLIC HEARING DATE: Not Applicable

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

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 7.3 – Enhance regional comprehensive transportation system

SUBJECT:

Discussion and action on the request that the Managing Director of the Purchasing & Strategic Sourcing Department be authorized to issue a Purchase Order(s) to Siemens Mobility, Inc., the sole and authorized distributor for 2023-0066 Traction Power Substation Equipment and Services for a term of three (3) years for an estimated amount of \$1,388,747.00.

BACKGROUND / DISCUSSION:

This contract will allow the purchase of Traction Power Substations Siemens Parts, Maintenance and Training needed to maintain the El Paso Streetcar track system.

SELECTION SUMMARY:

General Exemption under Texas Local Government Code Section 252.022 Part 7 (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies. Siemens Mobility, Inc. is the sole and authorized distributor of Traction Power Substation Siemens parts, maintenance and training.

CONTRACT VARIANCE:

N/A

PROTEST

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$1,388,747.00

Funding Source: Federal Transit Administration Formula 5307 Grant

Account: 560-3210-60080-522140- P6018-P60FTA442-G60205307

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ___ NO

PRIMARY DEPARTMENT: Mass Transit (Sun Metro)

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Anthony R. Dekeyzer, Director of Mass Transit

**COUNCIL PROJECT FORM
(Sole Source)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **REGULAR AGENDA** for the Mass Transit Board Meeting of **October 10 2023.**

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

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

Discussion and action on the request that the Managing Director of the Purchasing & Strategic Sourcing Department be authorized to issue a Purchase Order(s) to Siemens Mobility, Inc., the sole and authorized distributor for 2023-0066 Traction Power Substation Equipment and Services for a term of three (3) years for an estimated amount of \$1,388,747.00 with the stipulation that the vendor provides an updated sole source letter and affidavit each year. This contract will allow the purchase of Traction Power Substations Siemens Parts, Maintenance and Training needed to maintain the El Paso Streetcar track system.

Department:	Mass Transit (Sun Metro)
Award to:	Siemens Mobility, Inc. New York, NY
Year 1 Total:	\$471,747.00
Year 2 Total:	\$440,000.00
Year 3 Total:	\$477,000.00
Total Estimated Amount:	\$1,388,747.00 (3 years)
Account No.:	560-3210-60080-522140- P6018-P60FTA442-G60205307
Funding Source:	Federal Transit Administration Formula 5307 Grant
District(s)	All
Sole Source No.:	2023-0066

This is a Sole Source contract. General Exemption under Texas Local Government Code Section 252.022 Part 7 (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies.

The Purchasing & Strategic Sourcing and Mass Transit (Sun Metro) Departments recommend that the contract be awarded as indicated to Siemens Mobility, Inc. the sole source and authorized distributor for Siemens Traction Power Substation Equipment and Services.

DATE: 8/3/2018

**PURCHASING & STRATEGIC SOURCING DEPARTMENT****SOLE SOURCE AFFIDAVIT**

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

Before me, the undersigned official, on this day, personally appeared a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Reiner Martin. I am over the age of 18, have never been of a convicted crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Siemens Mobility Inc.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
TPSS Training sessions, components / Parts and other related services.
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. **Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuation of any/all business with the City of El Paso.**

[Signature]
Signature

SUBSCRIBED AND SWORN to before me on this 6 day of September, 2022

NOTARY PUBLIC

PRINTED NAME

MY COMMISSION EXPIRES

See attached document

COMPANY NAME: Siemens Mobility, Inc

ADDRESS, CITY, STATE & ZIP CODE: 5301 Price Ave., McClellan Park, CA 95652

PHONE: (916) 291-9931

FAX NUMBER: (844) 284-5257

CONTACT NAME AND TITLE: Reiner Martin, Director CS RldTK

WEB ADDRESS: _____

EMAIL: reiner.g.martin@siemens.com

FEDERAL TAX ID NUMBER: 30-10118552

TEXAS SALES TAX NUMBER: _____

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☐ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento

Subscribed and sworn to (or affirmed) before me

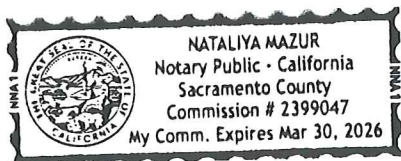
on this 6th day of September, 2022,
 by _____
 Date Month Year

(1) Reiner Martin

(and (2) _____),

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.



Signature _____

[Signature] Notary Public
 Signature of Notary Public

Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Purchasing & Strategic sourcing departmentTitle or Type of Document: Sole Source Affidavit Document Date: N/ANumber of Pages: 1 Signer(s) Other Than Named Above: N/A



Siemens Mobility Inc.
Customer Service

To whom may concern,

This letter is in response to City of El Paso's request for a Sole Source Letter from Siemens as a service provider for a Training, Components / Parts and other related services for Siemens' Traction Power Substations.

Siemens is the original manufacturer and sole supplier of the Traction Power Substations (TPSS) covered in this agreement with the City of El Paso.

The systems, components, parts and technology used and/or installed in the TPSS project and included in the scope of the required service are products designed, manufactured and supplied exclusively by or for Siemens.

Siemens is the OEM of the main systems the TPSS are equipped with (i.e.: protective relays SITRAS PRO) and responsible for all manuals and training contents describing operational and maintenance procedures.

Siemens views itself as the only qualified entity to perform service and training, provide components and parts as per the latest revisions and to provide obsolescence monitoring on these systems. Using or receiving training, components and parts or other related services from other sources than Siemens may affect the quality of service and reliability of the Siemens TPSS system. It could also cause a reduction in the quality of training received, components and parts received and other related services as the content, technology, and best practices for maintenance are proprietary to Siemens and this information is always maintained by Siemens for its sole use and customer instruction only.

For all the reasons described above Siemens Mobility Inc. should be considered the sole expert source for Siemens TPSS equipment training and support sessions, components and parts supply and other related services.

Siemens Mobility Inc. Customer Service compromises to provide the TPSS Training Session, to provide components and parts and other related services observing the highest quality standards focusing on fulfill City of El Paso's needs.

**Martin
Reiner**

Digitally signed by Martin Reiner
DN: cn=Martin Reiner, c=DE,
o=Siemens,
email=reiner.g.martin@siemens.com
Date: 2022.09.06 12:02:41 -07'00'

Reiner Martin
Senior Director
Siemens Mobility, Inc., Customer Services

Siemens Mobility, Inc.
Mobility Division
Customer Services

5301 Price Ave
McClellan, CA 95652
USA

Tel: +1 916 621 2700
Fax: +1 844 284 5257
usa.siemens.com/industry



Legislation Text

File #: 23-1306, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

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

AGENDA LANGUAGE:

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

The linkage to the strategic plan is subsection 7.3 - Enhance a regional comprehensive transportation system.

Award Summary:

Discussion and action on the award of solicitation 2023-0673 Janitorial Services - Mass Transit (Re-Bid) to Francisco Corral dba Eagle Janitorial Service Co. for an initial term of three (3) years for an estimated amount of \$6,804,579.00. The award also includes a two (2) year option for an estimated amount of \$4,536,386.00. The total amount of the contract, including the initial term plus the option for a total of five (5) years, is for an estimated amount of \$11,340,965.00. This contract will provide daily janitorial services for the Sun Metro locations to promote safety and good public image on its operations.

Contract Variance:

Contract value exceeds current contract due to increase on hourly rates, number of facilities serviced, frequency of service and additional services.

Department:	Mass Transit (Sun Metro)
Vendor:	Francisco Corral dba Eagle Janitorial Service Co. El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option to Extend:	2 Years
Annual Estimated Award:	\$2,268,193.00
Initial Estimated Award:	\$6,804,579.00 (3 Years)
Total Estimated Award:	\$11,340,965.00 (5 Years)
Account No.:	560 - 3215 - 522060 - 60050 - P6018 -

	P60FTA117 - G60195307
Funding Source:	FTA Formula 5307 Grant
District(s):	All

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing Department and Mass Transit (Sun Metro) Department recommend award as indicated to Francisco Corral dba Eagle Janitorial Service Co. the lowest responsive and responsible bidder.

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

AGENDA DATE: October 10, 2023
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 2023-0673 Janitorial Services – Mass Transit (Re-Bid) to Eagle Janitorial Service Co. for an initial term of three (3) years for an estimated amount of \$6,804,579.00. The award also includes a two (2) year option for an estimated amount of \$4,536,386.00. The total amount of the contract, including the initial term plus the option for a total of five (5) years, is for an estimated amount of \$11,340,965.00.

BACKGROUND / DISCUSSION:

This contract will provide daily janitorial services for the Sun Metro locations to promote safety and good public image on its operations.

SELECTION SUMMARY:

Solicitation was advertised on July 18, 2023 and July 25, 2023. The solicitation was posted on City website on July 18, 2023. There were a total of twenty one (21) viewers online; four (4) bids were received; three being from local suppliers.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$5,751,404.04 for the initial term, which represents a 546.10% increase due to increased hourly rate and added services. The initial hourly rate from the previous contract went from \$10.50 to the awarded hourly rate of \$18.25; an increase of \$7.75, which represents a 53.91% increase.

PROTEST

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$6,804,579.00


Funding Source: Federal Transit Administration Formula 5307 Grant

Account: 560 – 3215 – 522060 – 60050 – P6018 – P60FTA117 – G60225307

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

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

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

DEPARTMENT HEAD: Deputy Transit Officer


Anthony R. Dekeyzer, Director of Mass Transit

**COUNCIL PROJECT FORM
(LOW BID)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **REGULAR** agenda for the Mass Transit Board Meeting of **October 10, 2023.**

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 2023-0673 Janitorial Services – Mass Transit (Re-Bid) to Francisco Corral dba Eagle Janitorial Service Co. for an initial term of three (3) years for an estimated amount of \$6,804,579.00. The award also includes a two (2) year option for an estimated amount of \$4,536,386.00. The total amount of the contract, including the initial term plus the option for a total of five (5) years, is for an estimated amount of \$11,340,965.00. This contract will provide daily janitorial services for the Sun Metro locations to promote safety and good public image on its operations.

Contract Variance:

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Department:	Mass Transit (Sun Metro)
Vendor:	Francisco Corral dba Eagle Janitorial Service Co. El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option to Extend:	2 Years
Annual Estimated Award:	\$2,268,193.00
Initial Estimated Award:	\$6,804,579.00 (3 Years)
Total Estimated Award:	\$11,340,965.00 (5 Years)
Account No.:	560 – 3215 – 522060 – 60050 – P6018 – P60FTA117 – G60195307
Funding Source:	FTA Formula 5307 Grant
District(s):	All

This is a Low Bid procurement, unit price contract

The Purchasing & Strategic Sourcing Department and Mass Transit (Sun Metro) Department recommend award as indicated to Francisco Corral dba Eagle Janitorial Service Co. the lowest responsive and responsible bidder.

*******ADDITIONAL INFO BELOW*******



CITY OF EL PASO
BID TABULATION FORM



BID TITLE: JANITORIAL SERVICES - MASS TRANSIT (Re-Bid) BID DATE: AUGUST 16, 2023

BID NO: 2023-0673 DEPARTMENT: MASS TRANSIT - SUN METRO

				ACE GOVERNMENT SERVICES, LLC EL PASO, TX BIDDER 1 OF 4				FRANCISCO CORRAL DBA THE EAGLE JANITORIAL EL PASO, TX BIDDER 2 OF 4				SYNERGY PROJECT CONTRACTORS, INC. EL PASO, TX BIDDER 3 OF 4				TECHNOLOGIES LINK BUSINESS AND SERVICES CORPORATION KATY, TX BIDDER 4 OF 4			
PART A - Janitorial Services																			
Item No.	Description	Unit of Measure	Approximate/ Estimate Hours per Month (A)	Hourly Rate (B)	Monthly Amount (C = A X B) (C)	Yearly Total (D = C X 12) (D)	3 Year Total (E = D X 3) (E)	Hourly Rate (B)	Monthly Amount (C = A X B) (C)	Yearly Total (D = C X 12) (D)	3 Year Total (E = D X 3) (E)	Hourly Rate (B)	Monthly Amount (C = A X B) (C)	Yearly Total (D = C X 12) (D)	3 Year Total (E = D X 3) (E)	Hourly Rate (A)	Monthly Amount (C = A X B) (C)	Yearly Total (D = C X 12) (D)	Yearly Total (E = D X 3) (E)
1	Downtown Transit Center (DTC) & Streetcar Maintenance Storage Facility (MSF)	Hourly	1,353	\$ 20.00	\$ 27,060.00	\$ 324,720.00	\$ 974,160.00	\$ 18.25	\$ 24,692.25	\$ 296,307.00	\$ 888,921.00	\$ 187.62	\$ 253,849.86	\$ 3,046,198.32	\$ 9,138,594.96	\$ 22.18	\$ 30,009.54	\$ 360,114.48	\$ 1,080,343.44
2	Westside Transit Center (WTC)	Hourly	801	\$ 20.00	\$ 16,020.00	\$ 192,240.00	\$ 576,720.00	\$ 18.25	\$ 14,618.25	\$ 175,419.00	\$ 526,257.00	\$ 138.79	\$ 111,170.79	\$ 1,334,049.48	\$ 4,002,148.44	\$ 22.18	\$ 17,766.18	\$ 213,194.16	\$ 639,582.48
3	Mission Valley Transit Center (MVTC)	Hourly	879	\$ 20.00	\$ 17,580.00	\$ 210,960.00	\$ 632,880.00	\$ 18.25	\$ 16,041.75	\$ 192,501.00	\$ 577,503.00	\$ 136.90	\$ 120,335.10	\$ 1,444,021.20	\$ 4,332,063.60	\$ 22.18	\$ 19,496.22	\$ 233,954.64	\$ 701,863.92
4	Glory Road Transit Center (GRTC)	Hourly	1,079	\$ 20.00	\$ 21,580.00	\$ 258,960.00	\$ 776,880.00	\$ 18.25	\$ 19,691.75	\$ 236,301.00	\$ 708,903.00	\$ 138.79	\$ 149,754.41	\$ 1,797,052.92	\$ 5,391,158.76	\$ 22.18	\$ 23,932.22	\$ 287,186.64	\$ 861,559.92
5	Eastside Transit Center (ETC)	Hourly	862	\$ 20.00	\$ 17,240.00	\$ 206,880.00	\$ 620,640.00	\$ 18.25	\$ 15,731.50	\$ 188,778.00	\$ 566,334.00	\$ 133.61	\$ 115,171.82	\$ 1,382,061.84	\$ 4,146,185.52	\$ 22.18	\$ 19,119.16	\$ 229,429.92	\$ 688,289.76
6	Five Points Transit Center (FPTC)	Hourly	601	\$ 20.00	\$ 12,020.00	\$ 144,240.00	\$ 432,720.00	\$ 18.25	\$ 10,968.25	\$ 131,619.00	\$ 394,857.00	\$ 98.27	\$ 59,060.27	\$ 708,723.24	\$ 2,126,169.72	\$ 22.18	\$ 13,330.18	\$ 159,962.16	\$ 479,886.48
7	Northgate Transit Center (NTC)	Hourly	1,010	\$ 20.00	\$ 20,200.00	\$ 242,400.00	\$ 727,200.00	\$ 18.25	\$ 18,432.50	\$ 221,190.00	\$ 663,570.00	\$ 121.82	\$ 123,038.20	\$ 1,476,458.40	\$ 4,429,375.20	\$ 22.18	\$ 22,401.80	\$ 268,821.60	\$ 806,464.80
8	Union Depot-Sun Metro Areas (UD-SM)	Hourly	1,036	\$ 20.00	\$ 20,720.00	\$ 248,640.00	\$ 745,920.00	\$ 18.25	\$ 18,907.00	\$ 226,884.00	\$ 680,652.00	\$ 84.61	\$ 87,655.96	\$ 1,051,871.52	\$ 3,155,614.56	\$ 22.18	\$ 22,978.48	\$ 275,741.76	\$ 827,225.28
9	Transit Operations Center (TOC)	Hourly	853	\$ 20.00	\$ 17,060.00	\$ 204,720.00	\$ 614,160.00	\$ 18.25	\$ 15,567.25	\$ 186,807.00	\$ 560,421.00	\$ 143.98	\$ 122,814.94	\$ 1,473,779.28	\$ 4,421,337.84	\$ 22.18	\$ 18,919.54	\$ 227,034.48	\$ 681,103.44
10	Union Plaza Transit Terminal (UPTT)	Hourly	897	\$ 20.00	\$ 17,940.00	\$ 215,280.00	\$ 645,840.00	\$ 18.25	\$ 16,370.25	\$ 196,443.00	\$ 589,329.00	\$ 138.79	\$ 124,494.63	\$ 1,493,935.56	\$ 4,481,806.68	\$ 22.18	\$ 19,895.46	\$ 238,745.52	\$ 716,236.56
11	Upper Eastside Transit Center (UETC)	Hourly	636	\$ 20.00	\$ 12,720.00	\$ 152,640.00	\$ 457,920.00	\$ 18.25	\$ 11,607.00	\$ 139,284.00	\$ 417,852.00	\$ 103.93	\$ 66,099.48	\$ 793,193.76	\$ 2,379,581.28	\$ 22.18	\$ 14,106.48	\$ 169,277.76	\$ 507,833.28
TOTAL						\$ 2,401,680.00	\$ 7,205,040.00			\$ 2,191,533.00	\$ 6,574,599.00			\$ 16,001,345.52	\$ 48,004,036.56			\$ 2,663,463.12	\$ 7,990,389.36
PART B - Extra Cleaning Services, On Call																			
Item No.	Description	Unit of Measure	Approximate/ Estimate Hours per Month (A)	Hourly Rate (B)	Monthly Amount (C = A X B) (C)	Yearly Total (D = C X 12) (D)	3 Year Total (E = D X 3) (E)	Hourly Rate (B)	Monthly Amount (C = A X B) (C)	Yearly Total (D = C X 12) (D)	3 Year Total (E = D X 3) (E)	Hourly Rate (B)	Monthly Amount (C = A X B) (C)	Yearly Total (D = C X 12) (D)	3 Year Total (E = D X 3) (E)	Hourly Rate (A)	Monthly Amount (C = A X B) (C)	Yearly Total (D = C X 12) (D)	Yearly Total (E = D X 3) (E)
1	Extra Cleaning Services	Hourly	150	\$ 30.00	\$ 4,500.00	\$ 54,000.00	\$ 162,000.00	\$ 18.25	\$ 2,737.50	\$ 32,850.00	\$ 98,550.00	\$ 212.20	\$ 31,830.00	\$ 381,960.00	\$ 1,145,880.00	\$ 66.54	\$ 9,981.00	\$ 119,772.00	\$ 359,316.00
TOTAL						\$ 54,000.00	\$ 162,000.00			\$ 32,850.00	\$ 98,550.00			\$ 381,960.00	\$ 1,145,880.00			\$ 119,772.00	\$ 359,316.00
PART C - Carpet Cleaning and Wash Services, Quarterly																			
Item No.	Description	Unit of Measure	Approximate/ Estimate Hours per Month (A)	Hourly Rate (B)	Monthly Amount (C = A X B) (C)	Yearly Total (D = C X 4) (D)	3 Year Total (E = D X 3) (E)	Hourly Rate (B)	Monthly Amount (C = A X B) (C)	Yearly Total (D = C X 4) (D)	3 Year Total (E = D X 3) (E)	Hourly Rate (B)	Monthly Amount (C = A X B) (C)	Yearly Total (D = C X 4) (D)	3 Year Total (E = D X 3) (E)	Hourly Rate (A)	Monthly Amount (C = A X B) (C)	Yearly Total (D = C X 4) (D)	Yearly Total (E = D X 3) (E)
1	Transit Operations Center (TOC) Carpets	Hourly	70	\$ 25.00	\$ 1,750.00	\$ 7,000.00	\$ 21,000.00	\$ 18.25	\$ 1,277.50	\$ 5,110.00	\$ 15,330.00	\$ 168.14	\$ 11,769.80	\$ 47,079.20	\$ 141,237.60	\$ 154.48	\$ 10,813.60	\$ 43,254.40	\$ 129,763.20
TOTAL						\$ 7,000.00	\$ 21,000.00			\$ 5,110.00	\$ 15,330.00			\$ 47,079.20	\$ 141,237.60			\$ 43,254.40	\$ 129,763.20



CITY OF EL PASO
BID TABULATION FORM



BID TITLE: JANITORIAL SERVICES - MASS TRANSIT (Re-Bid) BID DATE: AUGUST 16, 2023																		BID NO: 2023-0673 DEPARTMENT: MASS TRANSIT - SUN METRO					
				ACE GOVERNMENT SERVICES, LLC EL PASO, TX BIDDER 1 OF 4				FRANCISCO CORRAL DBA THE EAGLE JANITORIAL EL PASO, TX BIDDER 2 OF 4				SYNERGY PROJECT CONTRACTORS, INC. EL PASO, TX BIDDER 3 OF 4				TECHNOLOGIES LINK BUSINESS AND SERVICES CORPORATION KATY, TX BIDDER 4 OF 4							
PART D - Pressure Wash, Quaterly																							
Item No.	Description	Unit of Measure	Approximate/ Estimate Hours per Month (A)	Hourly Rate (B)	Monthly Amount (C = A X B) (C)	Yearly Total (D = C X 4) (D)	3 Year Total (E = D X 3) (E)	Hourly Rate (B)	Monthly Amount (C = A X B) (C)	Yearly Total (D = C X 4) (D)	3 Year Total (E = D X 3) (E)	Hourly Rate (B)	Monthly Amount (C = A X B) (C)	Yearly Total (D = C X 4) (D)	3 Year Total (E = D X 3) (E)	Hourly Rate (A)	Monthly Amount (C = A X B) (C)	Yearly Total (D = C X 4) (D)	Yearly Total (E = D X 3) (E)				
1	Downtown Transit Center (DTC) & Streetcar Maintenance Storage Facility (MSF)	Hourly	22	\$ 40.00	\$ 880.00	\$ 3,520.00	\$ 10,560.00	\$ 37.50	\$ 825.00	\$ 3,300.00	\$ 9,900.00	\$ 299.00	\$ 6,578.00	\$ 26,312.00	\$ 78,936.00	\$ 116.23	\$ 2,557.06	\$ 10,228.24	\$ 30,684.72				
2	Westside Transit Center (WTC)	Hourly	22	\$ 40.00	\$ 880.00	\$ 3,520.00	\$ 10,560.00	\$ 37.50	\$ 825.00	\$ 3,300.00	\$ 9,900.00	\$ 299.00	\$ 6,578.00	\$ 26,312.00	\$ 78,936.00	\$ 116.23	\$ 2,557.06	\$ 10,228.24	\$ 30,684.72				
3	Mission Valley Transit Center (MVTC)	Hourly	24	\$ 40.00	\$ 960.00	\$ 3,840.00	\$ 11,520.00	\$ 37.50	\$ 900.00	\$ 3,600.00	\$ 10,800.00	\$ 299.00	\$ 7,176.00	\$ 28,704.00	\$ 86,112.00	\$ 116.23	\$ 2,789.52	\$ 11,158.08	\$ 33,474.24				
4	Eastside Transit Center (ETC)	Hourly	22	\$ 40.00	\$ 880.00	\$ 3,520.00	\$ 10,560.00	\$ 37.50	\$ 825.00	\$ 3,300.00	\$ 9,900.00	\$ 299.00	\$ 6,578.00	\$ 26,312.00	\$ 78,936.00	\$ 116.23	\$ 2,557.06	\$ 10,228.24	\$ 30,684.72				
5	Five Points Transit Center (FPTC)	Hourly	20	\$ 40.00	\$ 800.00	\$ 3,200.00	\$ 9,600.00	\$ 37.50	\$ 750.00	\$ 3,000.00	\$ 9,000.00	\$ 299.00	\$ 5,980.00	\$ 23,920.00	\$ 71,760.00	\$ 116.23	\$ 2,324.60	\$ 9,298.40	\$ 27,895.20				
6	Upper Eastside Transit Center (UETC)	Hourly	20	\$ 40.00	\$ 800.00	\$ 3,200.00	\$ 9,600.00	\$ 37.50	\$ 750.00	\$ 3,000.00	\$ 9,000.00	\$ 299.00	\$ 5,980.00	\$ 23,920.00	\$ 71,760.00	\$ 116.23	\$ 2,324.60	\$ 9,298.40	\$ 27,895.20				
TOTAL						\$ 20,800.00	\$ 62,400.00			\$ 19,500.00	\$ 58,500.00			\$ 155,480.00	\$ 466,440.00		\$ 60,439.60	\$ 181,318.80					
PART E - Pressure Wash & Detailing, Quarterly																							
Item No.	Description	Unit of Measure	Approximate/ Estimate Hours per Month (A)	Hourly Rate (B)	Monthly Amount (C = A X B) (C)	Yearly Total (D = C X 4) (D)	3 Year Total (E = D X 3) (E)	Hourly Rate (B)	Monthly Amount (C = A X B) (C)	Yearly Total (D = C X 4) (D)	3 Year Total (E = D X 3) (E)	Hourly Rate (B)	Monthly Amount (C = A X B) (C)	Yearly Total (D = C X 4) (D)	3 Year Total (E = D X 3) (E)	Hourly Rate (A)	Monthly Amount (C = A X B) (C)	Yearly Total (D = C X 4) (D)	Yearly Total (E = D X 3) (E)				
1	Glory Road Transit Center (GRTC)	Hourly	52	\$ 40.00	\$ 2,080.00	\$ 8,320.00	\$ 24,960.00	\$ 37.50	\$ 1,950.00	\$ 7,800.00	\$ 23,400.00	\$ 299.00	\$ 15,548.00	\$ 62,192.00	\$ 186,576.00	\$ 117.24	\$ 6,096.48	\$ 24,385.92	\$ 73,157.76				
2	Union Plaza Transit Terminal (UPTT)	Hourly	44	\$ 40.00	\$ 1,760.00	\$ 7,040.00	\$ 21,120.00	\$ 37.50	\$ 1,650.00	\$ 6,600.00	\$ 19,800.00	\$ 299.00	\$ 13,156.00	\$ 52,624.00	\$ 157,872.00	\$ 117.24	\$ 5,158.56	\$ 20,634.24	\$ 61,902.72				
3	Northgate Transit Center (NTC)	Hourly	32	\$ 40.00	\$ 1,280.00	\$ 5,120.00	\$ 15,360.00	\$ 37.50	\$ 1,200.00	\$ 4,800.00	\$ 14,400.00	\$ 299.00	\$ 9,568.00	\$ 38,272.00	\$ 114,816.00	\$ 117.24	\$ 3,751.68	\$ 15,006.72	\$ 45,020.16				
TOTAL						\$ 20,480.00	\$ 61,440.00			\$ 19,200.00	\$ 57,600.00			\$ 153,088.00	\$ 459,264.00		\$ 60,026.88	\$ 180,080.64					
(PART A+B+C+D+E) 3 YEAR TOTAL				\$	7,511,880.00				\$	6,804,579.00				\$	50,216,858.16				\$	8,840,868.00			
OPTION TO EXTEND THE TERM OF THE AGREEMENT																							
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)				X				X				X				X							
NO OPTION OFFERED																							
AMENDMENTS ACKNOWLEDGED:				YES				YES				YES				YES							
BIDS SOLICITED: 309 LOCAL BIDS SOLICITED: 182 BIDS RECEIVED: 4 LOCAL BIDS RECEIVED: 3 NO BID: 1																							
NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.																							

ONLINE VIEWS FOR 2023-0673 JANITORIAL SERVICES - MASS TRANSIT (RE-BID)

<u>NO.</u>	<u>PARTICIPANT NAME</u>	<u>CITY</u>	<u>STATE</u>
1	Eagle Janitorial Services	El Paso	TX
2	TLBSCORPORATION	Katy	TX
3	Ace Government Services LLC	El Paso	TX
4	Synergy Project Contractors, Inc.	El Paso	TX
5	Unipak Corp.	West Long Branch	NJ
6	Paso-Tex Industries LLC	El Paso	TX
7	Bella Luna Engineering and Building Maintenance	El Paso	TX
8	Clean Sweep Janitorial Services	El Paso	TX
9	Construction Reporter	Albuquerque	NM
10	Filterbuy Incorporated	Talladega	AL
11	Fleetwash Inc.	Fairfield	NJ
12	GrayMar Environmental Services Inc	El Paso	TX
13	Life Landscaping	el paso	TX
14	Lim Service Industries Inc.	El Paso	TX
15	Mean Clean LLC	El Paso	TX
16	MONEYLINEZ 915 LLC	El Paso	TX
17	North America Procurement Council Inc., PBC	Grand Junction	CO
18	P&V Distributing	El Paso	TX
19	Shine Bright Cleaning Co.	El Paso	TX
20	The PlanIt Room	El Paso	TX
21	WESTERN JANITORIAL SERVICE INC	EL PASO	TX