



AGENDA FOR THE MASS TRANSIT DEPARTMENT BOARD MEETING

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

**Teleconference phone number: 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 124-545-292#**

AND

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

**Teleconference phone number: 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 782-995-276#**

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

Via the City's website. <http://www.elpasotexas.gov/videos>

Via television on City15,

YouTube: <https://www.youtube.com/user/cityofelpasotx/videos>

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

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

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

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

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

ROLL CALL

CALL TO THE PUBLIC – PUBLIC COMMENT:

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

Members of the public may communicate with Board Members during public comment, and regarding agenda items by calling 1-915-213-4096 or toll free number 1-833-664-9267 at the prompt please enter the following Conference ID: 124-545-292#

A sign-up form is available on line at:

<https://app.smartsheet.com/b/form/dfad29e838da41fd86052bb264abd397>

for those who wish to sign up in advance of the meeting date. Requests to speak must be received by 9:00 a.m. on the date of the meeting. 30 Minutes total is allotted for speakers. Three to five minutes may be allowed for each speaker.

NOTICE TO THE PUBLIC:

All matters listed under the CONSENT AGENDA, including those on the Addition to the Agenda, will be considered by Mass Transit Department Board to be routine and will be enacted by one motion unless separate discussion is requested by Board Members. Prior to the vote, members of the audience may ask questions regarding items on the consent agenda. When the vote has been taken, if an item has not been called out for separate discussion, the item has been approved. The Mass Transit Department Board may, however, reconsider any item at any time during the meeting.

CONSENT AGENDA - APPROVAL OF MINUTES:

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

1. Approval of minutes of the Regular Mass Transit Department Board meeting of August 13, 2024, and the Special Mass Transit Department Board meeting of August 20, 2024. [24-1207](#)

All Districts

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

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

2. Request to excuse absent Mass Transit Board Members. [24-1208](#)

All Districts

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

CONSENT AGENDA - RESOLUTIONS:

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

3. A Resolution that the Mass Transit Department Board approves and adopts the City of El Paso - Sun Metro Substance Abuse Policy and that the City Manager, or designee, is authorized to effectuate the policy, execute any documents, and perform any actions necessary to effectuate the intent of this resolution; and that the Director of the City of El Paso's Mass Transit Department be authorized to make amendments to the policy and grant exceptions to the policy provided such exceptions do not violate any federal, state or local laws and regulations.

[24-1203](#)

All Districts

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

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

[24-1206](#)

Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2024-0190 Genfare Support Agreement to Genfare LLC., the sole and authorized distributor for a term of three (3) years for an estimated amount of \$184,577.00. Supplier will be required to provide an updated sole source letter and affidavit each year. The Software support agreement with Genfare LLC. is for software, hardware maintenance and support requirements currently paid on a-per ticket or per hour basis. Support will be for the fare collection system reporting manager, farebox and ticket vending machines functions.

Contract Variance:

The difference based in comparison to the previous contract is as follows: A decrease of \$99,790.24 for the initial term, which represents a 35.09% decrease due to the previous contract being funded for five years. This contract is funded for three years.

| | |
|----------------------|--------------------------|
| Department: | Mass Transit (Sun Metro) |
| Award to: | Genfare LLC. |
| City & State: | Elk Grove Village, IL |
| Item(s): | All |
| Initial Term: | 3 Years |
| Option Term: | N/A |
| Total Contract Time: | 3 Years |
| Year 1: | \$59,716.00 |
| Year 2: | \$61,508.00 |
| Year 3: | \$63,353.00 |

Initial Term Estimated Award: \$184,577.00
Option Term Estimated Award: N/A
Total Estimated Award: \$184,577.00
Account(s): 560-3210-60070-531050- P6003
Funding Source(s): Sun Metro Operating Fund
District(s): All

Non-Competitive Procurement under Local Government General Exemption:
Section 252.022 -
(7) a procurement of items that are available from only one source - (D) captive replacement parts or components for equipment;

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

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

All Districts

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

REGULAR AGENDA - OTHER BUSINESS:

5. Discussion and action on a Resolution that City staff is authorized to submit an application to the FY 2025-2026 El Paso Metropolitan Planning Organization (EPMPO) requesting funds from the Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Grant Program, in the amount of \$448,000 (\$224,000 per fiscal year) in total, with a required match of \$112,000 (\$56,000 per fiscal year) in total from the City, for the Sun Metro Paratransit Service Software Project; and that the City Manager, or designee, is authorized to sign any documents necessary for the proper submission of said application; and that the City Manager, or designee, is authorized to sign any documents necessary to accept a grant resulting from said application, after consultation with the City Attorney's Office; and the City Manager, or designee, is authorized to sign any documents related to a grant resulting from the application, including, but not limited to, revisions to the project scope, and revisions that increase, decrease or de-obligate program funds; and the City Manager, or designee, is authorized to explore funding sources and partnerships that leverage the strength of said application and any grant resulting from said application.

[24-1204](#)

All Districts

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

EXECUTIVE SESSION

The Mass Transit Department Board of the City of El Paso may retire into EXECUTIVE SESSION pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Chapter 551,

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

| | |
|-----------------|--|
| Section 551.071 | CONSULTATION WITH ATTORNEY |
| Section 551.072 | DELIBERATION REGARDING REAL PROPERTY |
| Section 551.073 | DELIBERATION REGARDING PROSPECTIVE GIFTS |
| Section 551.074 | PERSONNEL MATTERS |
| Section 551.076 | DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS |
| Section 551.087 | DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS |
| Section 551.089 | DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS; CLOSED MEETING |

ADJOURN

NOTICE TO THE PUBLIC:

Sign Language interpreters are provided for meetings. If you need Spanish Interpretation Services, please email CityClerk@elpasotexas.gov by 12:00 p.m. on the Friday before the meeting.

Si usted necesita servicios de interpretación en español, favor de enviar un correo electrónico a CityClerk@elpasotexas.gov a mas tardar a las 12:00 p.m. del viernes previo a la fecha de la junta.

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

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



Legislation Text

File #: 24-1207, **Version:** 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

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

AGENDA LANGUAGE:

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

Approval of minutes of the Regular Mass Transit Department Board meeting of August 13, 2024, and the
Special Mass Transit Department Board meeting of August 20, 2024.



**MASS TRANSIT DEPARTMENT BOARD MINUTES
CITY COUNCIL CHAMBERS
August 13, 2024**

A meeting of the Mass Transit Department Board was called to order at 10:01 a.m. Board Chair Oscar Leaser was present and presiding and the following Board Members answered roll call: Brian Kennedy, Josh Acevedo, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Art Fierro, Henry Rivera. Board Member Chris Canales joined via video conference.

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.

There were no members of the public signed up to speak for this meeting.

NOTICE TO THE PUBLIC:

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

AYES: Board Members Kennedy, Acevedo, Hernandez, Molinar, Salcido, Rivera, and Canales
NAYS: None

CONSENT AGENDA – APPROVAL OF MINUTES:

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

1. *Motion made, seconded, and unanimously carried to **APPROVE** the minutes of the Regular Mass Transit Department Board meeting of July 2, 2024.
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CONSENT AGENDA – REQUEST TO EXCUSE ABSENT MASS TRANSIT BOARD MEMBERS:

2. *Motion made, seconded, and unanimously carried to **EXCUSE** absent Mass Transit Board Members.

NO ACTION was taken on this item.

CONSENT AGENDA - BOARD APPOINTMENTS:

Goal 8: Nurture and Promote a Healthy, Sustainable Community

3. *Motion made, seconded and unanimously carried to **APPOINT** Silvia Alejandra Torezani to the Sun Metro Citizens Advisory Committee by Mayor Oscar Leeser.

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

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

4. Motion made by Board Member Rivera, seconded by Board Member Fierro, to **CLOSE** the Public Hearing on the Proposed Budget for the Mass Transit Department of the City of El Paso (Sun Metro), filed by the City Manager with the City Clerk on July 15, 2024, which begins on September 1, 2024 and ends on August 31, 2025, at 10:04 AM.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Board Member Fierro

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

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

Contract Variance:

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

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

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 - (7) a procurement of items that are available from only one source - (D) captive replacement parts or components for equipment;

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

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

AYES: Board Chair Leeser, Board Members Kennedy, Acevedo, Hernandez, Molinar, Salcido, Rivera, and Canales
 NAYS: None
 NOT PRESENT FOR THE VOTE: Board Member Fierro

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

Contract Variance:

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

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

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 - (7) a procurement of items that are available from only one source – (D) captive replacement parts or components for equipment;

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

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

Board Member Hernandez commented.

Jerry DeMuro, Deputy Transit Officer, commented.

Anthony DeKeyzer, Director of Mass Transit, commented.

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

ADJOURN

Motion made by Board Member Rivera, seconded by Board Member Molinar, and unanimously carried to **ADJOURN** the meeting at 10:09 a.m.

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

NAYS: None

Approved as to content:

Anthony DeKeyzer, Director of Mass Transit



**MASS TRANSIT DEPARTMENT BOARD MINUTES
CITY COUNCIL CHAMBERS
August 20, 2024**

A meeting of the Mass Transit Department Board was called to order at 9:06 a.m. Board Chair Oscar Leeser was present and presiding and the following Board Members answered roll call: Brian Kennedy, Josh Acevedo, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Henry Rivera, and Chris Canales. Board Member Art Fierro arrived at 9:07 a.m.

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

NO ACTION was taken on this item.

REGULAR AGENDA - OTHER BUSINESS RELATED TO THE FY 2025 MASS TRANSIT BUDGET:

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

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

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

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

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

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

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

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

1. That the Proposed Budget, as amended, for the Mass Transit Department of the City of El Paso, filed by the City Manager with the City Clerk on July 15, 2024 is hereby approved and adopted by the Board as the Annual Budget for the Fiscal Year 2025, which begins on September 1, 2024 and ends on August 31, 2025.
2. That any budget transfer submitted to the Board shall be accompanied by an explanation from the department and a recommendation from the City Manager or designee. The explanation provided must be sufficiently clear and provide adequate detail for the members of the Board to determine the need for the transfer.
3. That the City Manager or designee is hereby authorized to establish or amend budgets and staffing table changes for Interlocal Agreements, grants, and similar awards when the Interlocal Agreement or applications for such grants and awards have been previously approved by the Board or the City Manager.
4. That all Interlocal Agreements or grant applications requiring Board approval shall be prepared in accordance with established procedures. The agenda item shall clearly state (i) the funding source for Interlocal Agreements or (ii) the type and amount of the required City match and the funding source of the grant match.
5. That the City Manager or designee is hereby authorized to make such budget transfers and staffing table changes as are needed to close completed Interlocal agreements, grants, and capital project accounts.
6. That the City Manager or designee is hereby authorized to receive funds associated with Texas Department of Transportation (TXDOT) reimbursements to the City and appropriate the funds to TXDOT project matches awarded through the Metropolitan Planning Organization provided the projects are included in an existing Capital Improvement Program.
7. That the City Manager or designee is authorized to issue, without further City Council action, purchase orders against any contract offered through the Cooperative Purchasing Network, the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program, the Texas Association of School Boards, Inc. (TASB, Inc.) Cooperative Purchasing Buy Board, the ESC-Region 19 Cooperative Purchasing Program, the Harris County Department of Education Cooperative Purchasing Program, Tarrant County Cooperative Purchasing Program, Texas Procurement and Supportive Services (TPASS), Texas Multiple Award Schedule (TXMAS and TXSmartBuy), State of Texas Department of Information Resources (DIR), Technology Bidding and Purchasing Program (PEPPM), U.S. General Services Administration (GSA), National Intergovernmental Purchasing Alliance Company dba OMNIA Partners, Public Sector and/or Communities Program Management, LLC d/b/a U.S. Communities (collectively, the "OMNIA Partners Parties"), Region 8 Education Service Center, International Purchasing System Program ("TIPS"), Division of Purchases and Supply (DPS), a business unit of the Department of General Services for the Commonwealth of Virginia and any other cooperative purchasing agreement authorized by the City Council. The City Manager or

designee has the authority to sign any and all agreements related to purchases pursuant to this paragraph to effectuate the purchase.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

f. for perfect attendance in 6-month period established by administrative policy, cash payment of \$50 and the option to convert 8 hours of sick leave for business leave as set forth in the administrative policy; and
g. monthly payment prorated in an amount not to exceed 5% of current annual salary for each employee who is assigned additional duties responsibilities for completion of major project whose scope has broad citywide application.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Attachments to the Resolution available in the City Clerk's Office.*

The following City staff members commented:

Ms. K. Nicole Cote, Managing Director for Purchasing and Strategic Sourcing

Mr. Anthony DeKeyzer, Director of Mass Transit

Mr. Cary Westin, Interim City Manager

Board Chair Leeser and Board Members Acevedo, Hernandez, Molinar, and Fierro commented.

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

NAYS: None

ADJOURN

Motion made by Board Member Rivera, seconded by Board Member Fierro, and unanimously carried to **ADJOURN** the meeting at 9:41 a.m.

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

Approved as to content:

Anthony DeKeyzer, Director of Mass Transit



Legislation Text

File #: 24-1208, **Version:** 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

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

AGENDA LANGUAGE:

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

Request to excuse absent Mass Transit Board Members.



Legislation Text

File #: 24-1203, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

A Resolution that the Mass Transit Department Board approves and adopts the City of El Paso - Sun Metro Substance Abuse Policy and that the City Manager, or designee, is authorized to effectuate the policy, execute any documents, and perform any actions necessary to effectuate the intent of this resolution; and that the Director of the City of El Paso's Mass Transit Department be authorized to make amendments to the policy and grant exceptions to the policy provided such exceptions do not violate any federal, state or local laws and regulations.

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

AGENDA DATE: September 10, 2024

PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 7.0 Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 7.3 Enhance a regional comprehensive transportation system

SUBJECT:

Discussion and action on a Resolution that Mass Transit Department Board approves and adopts the City of El Paso – Sun Metro Substance Abuse Policy and that the City Manager, or designee, is authorized to effectuate the policy, execute any documents and perform any actions necessary to effectuate the intent of this resolution; and that the Director of the City of El Paso's Mass Transit Department be authorized to make amendments to the policy and grant exceptions to the policy provided such exceptions do not violate any federal, state or local laws and regulations.

BACKGROUND / DISCUSSION:

The City of El Paso Mass Transit Department receives financial assistance from the Federal Transit Administration (FTA). The FTA requires transit operators such as Sun Metro who are recipients of its funds establish and implement an anti-drug use and alcohol misuse program that includes an anti-drug and alcohol misuse policy statement adopted by the transit operator's local governing board.

PRIOR COUNCIL ACTION: NA


AMOUNT AND SOURCE OF FUNDING: NA

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Sun Metro

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

DEPARTMENT HEAD:

 Deputy Transit Officer for
Anthony DeKeyzer
Director Mass Transit Department

August 26, 2024
Date

RESOLUTION

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

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

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

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

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

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

APPROVED this _____ day of _____, 2024.


MASS TRANSIT DEPARTMENT BOARD:

ATTEST:

Oscar Leeser, Chairman

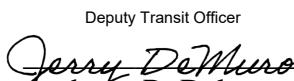
Laura D. Prine, Secretary

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:

Deputy Transit Officer
 for

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

(Attachment “A” on the following pages)



CITY OF EL PASO - *SUN METRO*
Substance Abuse Policy

(Revised May 2024)

Table of Contents

Table of Contents

| | |
|--|----|
| Table of Contents..... | 2 |
| 1. PURPOSE OF POLICY | 3 |
| 2. COVERED EMPLOYEES..... | 3 |
| 3. PROHIBITED BEHAVIOR | 3 |
| 4. CONSEQUENCES FOR VIOLATIONS | 4 |
| 5. CIRCUMSTANCES FOR TESTING | 4 |
| 5. TESTING PROCEDURES..... | 6 |
| 6. TEST REFUSALS..... | 6 |
| 7. VOLUNTARY SELF-REFERRAL..... | 6 |
| 8. PRESCRIPTION DRUG USE..... | 7 |
| 9. TRAINING – SUPERVISORS AND EMPLOYEES..... | 7 |
| 10. CONTACT PERSONS..... | 7 |
| APPENDIX A SAFETY SENSITIVE JOB FUNCTIONS..... | 8 |
| APPENDIX B EMPLOYEE ASSISTANCE PROGRAM..... | 9 |
| APPENDIX C ALCOHOL FACT SHEET | 12 |
| APPENDIX D ALCOHOL TESTING PROCEDURES..... | 13 |
| APPENDIX E REVIEW PROCEDURES FOR PRESCRIPTION MEDICATIONS..... | 14 |
| APPENDIX I RELEASE OF INFORMATION FORM..... | 21 |
| APPENDIX J CERTIFICATE OF RECEIPT FOR SUBSTANCE ABUSE POLICY | 22 |
| APPENDIX K FINAL AUTHORITY SIGNATURES..... | 23 |
| APPENDIX L Drug & Alcohol Audit Letter..... | 24 |



1. **PURPOSE OF POLICY**

The purpose of this policy is to establish a drug-free workplace policy for the City of El Paso— Sun Metro Public Transportation Department (hereinafter referred to as City—Sun Metro) that incorporates the Federal Transit Administration (FTA) regulations (49 CFR Part 655, as amended, and 49 CFR Part 40, as amended), as well as the Drug-Free Workplace Act of 1988, as implemented by the U.S. Department of Transportation (DOT) and now published in 49 CFR Part 32. Copies of Parts 655, 40 and 32 are available in the Sun Metro Safety Office and can be found on the internet at the Department of Transportation (DOT) Office of Drug and Alcohol Policy and Compliance website <http://www.dot.gov/odapc>.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with these regulations.

Text in bold italics reflects portions of this policy that are mandated by the City-Sun Metro, but are not DOT/FTA-mandated.

The unlawful manufacture, distribution, dispensation, possession, solicitation of or use of a controlled substance is prohibited in the covered workplace.

An employee who is convicted of any criminal drug statute for a violation occurring in the workplace must notify the City—Sun Metro no later than five days after such conviction. Additionally, you must report any conviction under a criminal drug statute for violations occurring off City premises no later than five days after such conviction. Any employee who fails to immediately notify the City—Sun Metro of any criminal drug statute conviction or arrest for DUI/DWI shall be subject to disciplinary action, up to and including termination. See Appendix F for Certification of Driving Record Form.

The City—Sun Metro is committed to maintaining an operation free of prohibited drugs and substance abuse in order to protect the health and safety of employees, passengers, and the general public. In this regard, it is Sun Metro's policy to:

- assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner;
- create a workplace environment free from the adverse effects of drug and alcohol substance abuse or misuse;
- prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances;
- encourage employees to seek professional assistance any time alcohol or drug abuse or misuse adversely affects their ability to perform their assigned duties; and
- ***terminate employees with a positive test result to a drug and/or alcohol test (or who fail to comply with an instruction to submit to Drug or Alcohol Testing).***

Zero Tolerance Policy

The City-Sun Metro has a zero-tolerance alcohol and drug policy in place for employees covered under this policy. Any covered employee who tests positive for drugs or alcohol (Blood Alcohol Concentration (BAC) at or above 0.04) or refuses to test will be referred to a Substance Abuse Professional (SAP).

Proper Application of this Policy

The City-Sun Metro is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any department head, supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

2. **COVERED EMPLOYEES**

This policy applies to employees and contractors of Sun Metro who perform "safety-sensitive functions" as defined in 49 CFR Part 655, section 655.4.

You are a covered employee if you perform any of the following while on duty for or on behalf of Sun Metro:

- Operating a revenue service vehicle, including when not in revenue service
- Operating a non-revenue vehicle requiring a commercial driver's license
- Controlling movement or dispatch of a revenue service vehicle
- Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service
- Carrying a firearm for security purposes

These categories include supervisors who perform these functions.

SEE APPENDIX A FOR A LISTING OF SAFETY-SENSITIVE POSITIONS FOR BOTH SUN METRO AND ITS CONTRACTORS.

3. **PROHIBITED BEHAVIOR**

Use of illegal drugs is prohibited at all times as required by 49CFR 655.21(c)

Zero Tolerance Policy

The City-Sun Metro has a zero-tolerance alcohol and drug policy in place for employees covered under this policy. Any covered employee who tests positive for drugs or alcohol (BAC at or above 0.04) or refuses to test will be referred to a Substance Abuse Professional (SAP): as this is an FTA requirement per section 655.62.

A covered employee may be randomly tested for prohibited drug use anytime while on duty. The minimum thresholds defined in 49 CFR Part 40. Prohibited illicit drugs include:



- Marijuana (THC)
- Cocaine
- Amphetamines, including methamphetamine
- Opioids-including codeine, heroin (6-AM), morphine, oxycodone, oxymorphone, hydrocodone, hydromorphone
- Phencyclidine (PCP)

In accordance with 655.32, all covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Alcohol testing will only be performed just before, during or just after the performance of safety sensitive functions.

All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function after acknowledging the use of alcohol within the previous 4 hours, he or she must take an alcohol test prior to performance.

All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

All covered employees are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace must notify the City-Sun Metro no later than five days after such conviction. Any employee who fails to immediately notify Sun Metro of any criminal drug statute conviction or arrest for DUI/DWI shall be subject to disciplinary action, up to and including termination. See Appendix F for Certification of Driving Record Form.

4. CONSEQUENCES FOR VIOLATIONS

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and referred to a Substance Abuse Professional; ***additionally, the employee will be subject to termination in accordance with the City—Sun Metro's zero tolerance policy.*** See Appendix B for list of Substance Abuse Professionals (SAP).

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties. The employee will be informed of educational and rehabilitation programs that are available. ***A violation of the City's zero tolerance policy will be enforced.***

Treatment/Discipline

Per City policy, any employee who tests positive for drugs or alcohol (BAC at or above 0.04) or refuses to test will be referred to a Substance Abuse Professional (SAP) and ***will be subject to termination in accordance with the City—Sun Metro's zero tolerance policy.***

5. CIRCUMSTANCES FOR TESTING

➤ Pre-Employment Testing

After making a contingent offer of employment or transfer, all safety-sensitive position applicants shall undergo urine drug testing. Receipt by the City of a verified negative test result is required prior to employment in a capacity performing safety-sensitive function(s), and failure of the drug test will disqualify an applicant for employment. If the test is cancelled, the applicant must retake and pass the test with a verified negative result before being hired.

If a covered employee has not performed a safety-sensitive function for 90 consecutive calendar days, regardless of the reason, and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test with a verified negative result before he or she can return to a safety-sensitive function.

A covered employee or applicant who has previously failed or refused a DOT pre-employment drug or alcohol test must provide the City proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements.

The City of El Paso/Sun Metro conducts Non-D.O.T. drug and alcohol testing in conjunction with a medical examination as described in 49 CFR Part 391, Subpart E. These tests are required by the City of El Paso—Sun Metro when an employee who normally performs safety-sensitive duties and has not worked for 30 days but less than 90 days.

➤ Reasonable Suspicion Testing

All covered employees shall be subject to reasonable suspicion testing, to include appropriate urine and/or breath testing when there are reasons to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse as specified in this Policy.

A reasonable suspicion referral for testing will be made by a trained supervisor on the basis of specific, contemporaneous, articulable observations concerning the appearance behavior, speech, or body odors of the covered employee. The supervisor shall document the basis for reasonable suspicion/reasonable cause observations. The employee will be provided with transport to and from the collection or testing facility. (See Appendix G – City of El Paso-Reasonable Suspicion Belief Form.)

An alcohol test under this Section should be administered within two hours of the supervisor's basis of reasonable suspicion. If the test is not performed within two hours, the supervisor shall prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. If the alcohol test is not administered within eight hours of the supervisor's basis of reasonable suspicion, the City will cease its



attempts to administer the alcohol test and will record the reasons for not administering the same.

➤ **Post-Accident Testing**

Public Transportation Vehicles. Covered employees will be required to undergo drug and alcohol testing as per Sec 655.44 if they are involved in an accident with a Public Transportation Vehicle (regardless of whether or not the vehicle is in revenue service) that results in:

1. A fatality. This includes all surviving covered employee(s) who are on-duty in the vehicle(s) and any other surviving covered employee(s) whose performance could have contributed to the accident;
2. Injuries requiring immediate medical treatment away from the scene of the accident, unless the employer determines, using the best information available at the time of the decision, that the covered employee's performance can be completely discounted as a contributing factor to the accident; or
3. One or more vehicles incurring disabling damage and such vehicle or vehicles are transported away from the scene by a tow truck or other vehicle, unless the employer determines, using the best information available at the time of the decision, that the covered employee's performance can be completely discounted as a contributing factor to the accident.
4. With respect to an occurrence in which the public transportation vehicle involved is a rail car, trolley car, trolley bus, or vessel, the public transportation vehicle is removed from operation.

As soon as practical, following an accident not involving the loss of human life in which a public transportation vehicle is involved Sun Metro shall drug and alcohol test each covered employee operating the public transportation vehicle at the time of the accident. Testing shall be conducted unless the employer determines using the best information available at the time of the decision, that the covered employee's performance can be completely discounted as a contributing factor to the accident. Sun Metro shall also drug and alcohol test any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.

Disabling damage means damage that requires towing from the site or precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs, as well as damage to a motor vehicle, where the vehicle could have been driven, but would have been further damaged if so driven. Disabling damage does not include: (i) damage that can be remedied temporarily at the scene of the accident without special tools or parts; (ii) tire disablement without other damage even if no spare tire is available; (iii) headlamp or tail light damage; or (iv) damage to turn signals, horn, or windshield-wipers which makes the vehicle inoperable.

Following an accident, the employee will be tested as soon as possible, but not to exceed thirty- two (32) hours for drug testing and eight (8) hours for alcohol testing.

If an alcohol test is not completed within 2 hours of the accident/incident, a written record shall be made on why it could not be done within the 2 hours and continue supplementing the written record every 2 hours until the test is administered. If not able to obtain a specimen within 8 hours, cease trying and update the record. Any employee involved in an accident must refrain from alcohol use for eight hours following the accident or until he/she undergoes a post-accident alcohol test. Any employee who leaves the scene of the accident without appropriate authorization prior to submission to alcohol testing will be considered to have refused the test and be subject to termination.

Post testing may be conducted even if the federal thresholds are not met. Testing could be conducted under the authority of the City of El Paso but would be done as a non-DOT test.

The employee will be provided with transport to and from the collection or testing facility.

A covered employee who is subject to post-accident testing and who fails to remain readily available for such testing during the 8 hour period, including notifying the employer or the employer representative of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed by the employer to have refused to submit to testing. Refusal to submit to testing is considered a positive test **and will subject the employee to termination.**

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Nothing in this section prevents testing for reasonable suspicion or random testing.

➤ **Random Testing**

Covered employees will be subjected to random, unannounced, and immediate drug and alcohol testing. As stated in 49 CFR 655.45(g), each employer shall ensure that random drug and alcohol tests conducted under this part are unannounced and unpredictable, and that the dates for administering random tests are spread reasonably throughout the calendar year. Random testing must be conducted at all times of day when safety-sensitive functions are performed.

A covered employee shall only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Employees will be selected randomly for testing using a scientifically valid method such as a random number table or a computer-based random number generator that is matched with employees' Social Security numbers, payroll identification numbers, or other comparable identifying numbers, operated by an outside third party contracted by the City. **The employee will be provided with transport to and from the collection or testing facility.**

Testing rates will meet or exceed the minimum annual percentage rate set each year within each DOT agency. The current year testing rates can be viewed online at <http://www.dot.gov/odapc/random-testing-rates>. If a given driver is subject to random testing under the rules of more



than one DOT agency, the driver will be subject to random drug and alcohol testing at the annual percentage rate established by the DOT agency regulating more than 50% of the driver's function.

➤ Return-to-Duty Testing

The policy of the City—Sun Metro is zero tolerance for all employees testing positive on drug and/or alcohol tests, as specified in this policy; consequently, there is no Return-to-Duty Testing.

Should an individual terminated under this policy wish to seek future employment in a safety-sensitive position with another employer regulated by the US DOT, that person will need to be evaluated by a DOT-qualified SAP in accordance with 49 CFR Part 40, Subpart O. Following that evaluation, the individual will only be able to begin safety-sensitive functions after passing a DOT return-to-duty drug and/or alcohol test.

➤ Employee Requested Testing

Any employee who questions the results of a required and verified positive drug test and/or refusal to test because of adulteration or substitution may request that an additional test be conducted. This test must be conducted at a different testing DHHS-certified laboratory. The test must be conducted on the split sample that was provided at the same time as the original sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40. The employee's request for a re-test must be made to the Medical Review Officer (MRO) within 72 hours of notice of the initial test result. Requests after 72 hours will only be accepted if the delay was due to documentable acts that were beyond the control of the employee (e.g., inability to contact the MRO because there was no one in the MRO's office and the answering machine was not working, serious injury, illness, lack of actual notice of the verified test result).

If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, or if the split specimen is not able to be analyzed, or if the results of the split sample are not adequate scientifically, the MRO will declare the test to be canceled and invalid. A canceled test is neither a positive nor a negative test. Also, if the laboratory rejects the sample for testing, it is treated as a canceled test. Once the test is canceled, the MRO shall report the cancellation and the reasons for it to the DOT and/or FTA, the employer, and the employee. A canceled test is considered a "no test".

5. TESTING PROCEDURES

All FTA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with these regulations.

➤ Dilute Urine Specimen

In the event of a negative dilute test result, **the employee will be required to immediately provide another specimen.** This will be an unobserved collection unless directed by the MRO to be collected under direct observation. If the employee declines to take another test, this is considered refusal to test and is equivalent to a positive test. **If a second test is administered and the result of that test result is also negative and dilute, the City will accept and record the second test result as negative.** Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate re-collection under direct observation (see 49 CFR Part 40, section 40.67). If the result is cancelled/invalid, with no medical explanation, the employee will need to undergo an immediate observed collection as directed by the MRO. A MRO verified Positive Dilute test result will be treated as a positive drug test result.

➤ Split Specimen Test

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. All costs for such testing are the responsibility of the employee unless the second test invalidates the original test.

6. TEST REFUSALS

The definition of a Refusal to Submit means a specific action taken by a covered employee to interfere with the controlled substances and/or alcohol testing process required under 49 CFR Part 655 and Part 40.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, referred to a SAP, **and will be subject to termination.**

7. VOLUNTARY SELF-REFERRAL

As per the City of El Paso/Sun Metro policy, a covered employee who voluntarily (not in response to a City request to take a drug or alcohol test, or the positive result of a drug or alcohol test) admits to management that he or she has a substance abuse or alcohol problem, and who wishes to voluntarily submit to a Rehabilitation Program, may request medical leave under the City's Family Medical Leave (FMLA) or Non-FMLA Medical Leave of Absence. Any voluntary requests for treatment must be made prior to any pending drug/alcohol test or disciplinary related action.

- ***The appropriate medical leave of absence may be granted for both treatment and rehabilitation.***
- ***Employees approved leave under FMLA or Non-FMLA, must use all accrued Sick Leave and then Vacation. The employee may remain out on unpaid medical leave once leave accruals have been exhausted. to participate in the substance abuse counselor***

prescribed treatment program. until the substance abuse counsel has determined that the employee has successfully completed the required treatment program and releases the employee to return to safety-sensitive duties.

- *Any leave taken for treatment and rehabilitation, either paid or unpaid, shall be designated under FMLA or Non- FMLA*
- *Payment for treatment will be coordinated through the employee's health insurance provider. Employees who do not have health insurance coverage are responsible for the entire cost of any recommended treatment and rehabilitation services.*
- *Prior to returning to work, the employee must:*
 - *Present evidence of having enrolled in and successfully completing a rehabilitation program with a certified DOT qualified substance abuse professional services. Please refer to Appendix B for referrals.*
 - *Submit to a non-DOT pre-employment drug and alcohol test, at his or her own expense, which produces a verified negative result. If a test is cancelled by the lab, the employee will be required to undergo another test and successfully pass the test with a verified negative result before performing safety-sensitive duties.*

8. **PRESCRIPTION DRUG USE**

As per the City of El Paso/Sun Metro policy, the appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to supervisory personnel before performing safety-sensitive duties. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties. See Appendix E, Review Procedures for Employees Performing Safety Sensitive Functions Who are Taking Prescription Medications.

9. **TRAINING – SUPERVISORS AND EMPLOYEES**

The City—Sun Metro will provide drug and alcohol training to all employees as mandated by 49 CFR Part 655.14(b).

Covered employees will receive a minimum of 60 minutes of training on the effects and consequences of prohibited drug use and **additional training on the effects of alcohol on personal health, safety, and the work environment**. Supervisors will, in addition to the covered employee training, receive an additional minimum of 60 minutes of training on the physical, behavioral, speech and performance indicators of probable drug use. Supervisors will receive a minimum of an additional 60 minutes of training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

10. **CONTACT PERSONS**

Any questions regarding this policy or any other aspect of the Federal Transit Administration requirements should be directed to the department's Drug and Alcohol Program Managers and/or Designated Employee Representative. As of May 8, 2019, following are the names of these representatives:

Drug and Alcohol Program Manager:

Name: Steve Perea
Title: Transit Safety Manager
Address: 10151 Montana Avenue, El Paso, TX 79925
Phone #: (915) 212-3384 **Cell:** (915) 471-0684
Email: PereaEA@elpasotexas.gov

Designated Employee Representative:

Name: Angelica Lozoya
Title: Transit Safety Officer
Address: 10151 Montana Avenue, El Paso, TX 79925
Phone #: (915) 212-3305 **Cell:** (915) 268-5280
Email: Lozoyaam@elpasotexas.gov

Designated Employee Representative:

Name: Felix H. Minjarez Jr.
Title: Transit Superintendent of Operations/Streetcar
Address: 601 Santa Fe Bldg. A, El Paso, TX 79901
Phone #: (915) 212-3455 **Cell:** (915) 873-7605
Email: MinjarezFH@elpasotexas.gov



APPENDIX A SAFETY SENSITIVE JOB FUNCTIONS

Revised (5/2024)

**SUN METRO
Safety-Sensitive Positions with Safety-Sensitive Job Functions**

OPERATIONS

Transit Operator
Transit Operator Trainee
Transit Supervisor
Communication Dispatcher
Transit Chief Safety Officer
Transit Safety Manager
Transit Safety Officer
Streetcar Safety Manager
Transit Superintendent of Streetcar Operations
Transit Superintendent of Transit Operations
Chief Streetcar Officer

SAFETY TASK PERFORMED

Operate Revenue Service Vehicles*
Operate Revenue Service Vehicles*
Controls Movement of Revenue Service Vehicles*
Controls Movement of Revenue Service Vehicles*
May Operate Revenue Service Vehicle
Manages Safety of Fixed Route Operations
Oversees Transit Safety functions
May Operate Revenue Service Vehicle
May Operate Revenue Service Vehicle
May Operate Revenue Service Vehicle
May Operate Revenue Service Vehicle

MAINTENANCE

Transit Fleet Service Supervisor
Fleet Service Worker
Fleet Services Assistant
Fleet Maintenance Supervisor
Fleet Maintenance Chief
Fleet Maintenance Lead Technician
Fleet Maintenance Technician
Electronics Lead Technician
Electronics Technician
Fleet Body Shop Supervisor
Fleet Body Repair Technician
Fleet Body Repair Lead Technician
Fleet Maintenance Trainer Supervisor
General Services Worker (Wash Bay)
Streetcar Hostler
Streetcar Maintenance and Facilities Superintendent
Streetcar Maintenance Technician

TASK PERFORMED

Maintain Revenue Service Vehicles
Maintain Revenue Service Vehicles
Maintain Revenue Service Vehicles
Maintain Revenue Service Vehicles
Maintain Revenue Service Vehicles
Maintain Revenue Service Vehicles
Maintain Revenue Service Vehicles
Maintain Revenue Service Vehicles
Maintain Revenue Service Vehicles
Maintain Revenue Service Vehicles
Maintain Revenue Service Vehicles
Maintain Revenue Service Vehicles
Maintain Revenue Service Vehicles
Maintain Revenue Service Vehicles
Maintain Revenue Service Vehicles
Maintain Streetcar
May Operate Revenue Service Vehicles
Maintain Revenue Service Vehicles

***Vehicles refer to either buses or streetcar.**



APPENDIX B **EMPLOYEE ASSISTANCE PROGRAM**

Revised 05/2024

Employee Assistance Program (EAP's)

Deer Oaks EAP Services

EAP Helpline

1-866-EAP- 2400

1-866-327-2400

Web page at: www.deeroakseap.com E-Mail eap@deeroaks.com

SUBSTANCE ABUSE PROFESSIONALS (SAPs)

BLS Counseling Service

6000 Welch Ste. 15

El Paso, Texas 79905

Telephone number: (915) 408-7125

or

Sandra Class

206 Goddard Ave.

White Sands Missile Range, NM 88002

Telephone number: (575) 621-8273

FOR HELP AND INFORMATION ON DRUG AND ALCOHOL PROBLEMS

Alcoholics Anonymous (AA)

3318 Douglas Ave

El Paso, TX 79903

(915) 562-4081

10664 Vista Del Sol Dr

El Paso, TX 79935

(915) 838-6264

Alcohol & Drug Educational Services

(915) 351-6832

Total Quality Management Education Center (TQMEC)

9627 Sims Drive, Suite H

(915) 532-3292

El Paso Behavioral Health System

(833) 357-2641

Rio Vista Behavioral Health Hospital

1390 Northwestern Dr.

El Paso, TX 79912

(833) 357-2641

Aliviane Inc.

1626 Medical Center Dr,

El Paso, TX 79902

(915) 782-4000

3801 Mattox St.

El Paso, TX

79925

(915) 782-4014

El Paso Methadone Ctr.

1626 Medical Center Dr.

El Paso, Texas 79902

(915) 779-4527





DEER OAKS
EAP Services

Access #: 1-866-327-2400
 Website: www.DeerOaksEAP.com
 E-mail: eap@deeroaks.com
 Username/Password: coelpaso (case sensitive)
 Mobile App: iConnectYou (passcode 40010)

WHO IS COVERED?

- Non-Uniform Employees
- Dependents
- Household members
- Retirees/Post-employment
(for up to 6 months after separation date)

AVAILABILITY

- Online Access 24 hours/7 days a week
- Online chat feature
- IConnectYou - video counseling
- Counseling Services covered up to 6 free sessions
- Group sessions also available upon request
- Take the High Road Program Reimbursement up to \$45.00, no tips included
(One time per year per person)



AVAILABLE SERVICES

- Financial Services
- Identity Theft
- Child Care
- Elder Care
- EAP Counseling
- Structured Telephone Counseling
- Life Coaching
- Aware-mindfulness/ resilience techniques
- CCBT- computerized cognitive behavioral therapy
- Video Counseling
- On-demand seminars via website
- Website available in Spanish
- Trainings
 - Pandemic Series
 - Supervisor Excellence
 - Leadership Certificate
 - Stress Management

COUNSELING SERVICES INCLUDE

- Job related stress
- Substance abuse
- Marital Problems
- Dealing with divorce issues
- Family issues
- Child or adolescent problems
- Anger Management
- Domestic Violence
- Depression & Anxiety
- Healthy Lifestyles
- Health Problems (diabetes, cancer, disabilities)
- Referrals for Medical & Financial problems
- Bereavement

APPENDIX C**ALCOHOL FACT SHEET****ALCOHOL FACT SHEET**

Alcohol is a socially acceptable drug that has been consumed throughout the world for centuries. It is considered a recreational beverage when consumed in moderation for enjoyment and relaxation during social gatherings. However, when consumed primarily for its physical and mood altering effects, it is substance of abuse. As a depressant, it slows down physical responses and progressively impairs mental functions.

Sign and Symptoms of Use

- Dulled mental processes
- Lack of coordination
- Odor of alcohol on breath
- Possible constricted pupils
- Sleepy or stuporous condition
- Slowed reaction rate
- Slurred speech

(Note: Except for the odor, these are the general signs and symptoms of any depressant substance.)

Health Effects

The chronic consumption of alcohol [average of 3 servings per day of beer (12 ounces), whiskey (1 ounce) or wine (6 ounce glass)] over time may result in the following health hazards:

- Decreased sexual functioning
- Dependency (Up to ten percent of all people who drink become physically and/or mentally dependent on alcohol and can be termed “alcoholic.”
- Fatal liver diseases
- Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast and malignant melanoma
- Kidney disease
- Pancreatitis
- Spontaneous abortion and neonatal mortality
- Ulcers
- Birth defects (up to 54 percent of all birth defects) are alcohol related.

Social Issues

- People who drink prior to the crime commit two-thirds of all homicides.
- Two to three percent of the driving population is legally drunk at any one time. This rate is doubled at night and on weekends.
- Two-thirds of all Americans will be involved in an alcohol related vehicle accident during their lifetimes.
- The rate of separation and divorce in families with alcohol dependency problems is seven times the average.
- Forty percent of family cases are alcohol problem related.
- Alcoholics are fifteen times more likely to commit suicide than are other segments of the population.
- More than 60 percent of burns, 40 percent of falls, 69 percent of boating accidents, and 76 percent of private aircraft accidents are alcohol related.

The Annual Toll

- 24,000 people will die on the highway due to the legally impaired driver [0.10 blood alcohol content (BAC) or more].
- 12,000 more will die on the highway due to the alcohol affected driver (0.099 BAC or less).
- 15,800 will die in non-highway accidents
- 30,000 will die due to alcohol caused liver disease.
- 10,000 will die due to alcohol induced brain disease or suicide.
- Up to another 125,000 will die due to alcohol related conditions or accidents

Workplace Issues

- It takes one hour for the average person (150 pounds) to process one serving of an alcoholic beverage from the body.
- Impairment in coordination and judgment can be objectively measured with as little as two drinks in the body (0.030 BAC)
- A person who is legally intoxicated (BAC level of 0.10) is six times more likely to have an accident than a sober person.

APPENDIX D

ALCOHOL TESTING PROCEDURES

Step-by-step guide to alcohol testing procedures Sequence of events

- 1 You are notified that you must submit to an alcohol test. You go immediately to the Breath Alcohol Technician (BAT) as directed by your City official in charge of alcohol testing.
- 2 You follow the BAT's instructions to complete the alcohol testing form and the screening test.
- 3 If the result of the screening test is lower than .02 BAC (blood alcohol concentration), you complete your part of the form, receive your copy of the form and are free to go.
- 4 If the result of the screening test is .02 BAC or above, a confirmation test is required. If the confirmation result is below .02 BAC, you complete your part of the form, receive your copy and are free to go. ***If the result remains above .02 BAC, the BAT will notify your City official and you will be subject to disciplinary action up to and including termination as per City policy.***

Section 655.35 (a) states: No employer shall permit a covered employee tested under the provisions of subpart E of this part who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 to perform or continue to perform safety-sensitive functions. Unless (1) the employee's alcohol concentration measure less than 0.02 or (2) the start of the employee's next regularly schedule duty period, but not less than eight hours following administration of the test .Section 35(b) states: Except as provided in paragraph (a) of this section, no employer shall take any action under this part against an employee based solely on test results showing an alcohol concentration less than 0.04. **This does not prohibit an employer with authority independent of this part from taking any action otherwise consistent with Law.**

Safeguards in place to protect you

- The BAT confirms your identification before starting the test.
- You must be presented with an individually-sealed mouthpiece. The technician will unwrap the package in your presence or give it to you to unwrap just before the test.
- The testing device has been DOT approved.
- The BAT is specifically trained to operate the breath device being used.
- If the screening test result indicates .02 BAC, or above, the technician will ask you to wait at least 15 minutes and not more than 30 minutes before taking the confirmation test.
- A new mouthpiece is used for the confirmation test.

The testing procedure

- You must arrive at the collection site at the scheduled date and time.
- Show your photo identification to the technician.

Breath testing

The technician will give you the wrapped mouthpiece and either unwrap it in your presence or ask you to unwrap it. The mouthpiece will be attached to the breath testing device and the technician will ask you to blow steadily and forcefully into the mouthpiece for six seconds or until the unit signals that enough breath has been gathered to complete the test. If you are unable to produce sufficient breath, you will be referred for medical evaluation.

Results of your screen

If your initial test result is below .02 BAC, you will be asked to sign and date part four of the testing form. If your result is .02 BAC or above, you must take a confirmation test. The Technician will have your wait at least 15 minutes, but no longer than 30 minutes, before the confirmation test. You will be instructed not to eat, drink, and chew anything, smoke, etc., during that waiting period.

Consequences of a positive test

Alcohol tests of .04 BAC and above

Positive drug tests Violating the prohibitions

If your breath alcohol test confirmation is .04 or above; or if you test positive for drugs; or if you violate any of the prohibitions listed on page 3 ("Prohibited conduct"):

- You may not perform a safety-sensitive function.
- You will be made aware of resources for solving drug or alcohol problems.
- You will be subject to disciplinary action



Alcohol test over .02 but less than .04

If your test results is a BAC of .02 or greater but less than .04 your employer will be notified and you will be subject to disciplinary action up to and including termination of employment.

If you refuse to take a drug or alcohol test as required by federal regulation, your employer must take the same action as if you had tested positive.

APPENDIX E REVIEW PROCEDURES FOR PRESCRIPTION MEDICATIONS-UNDER SUN METRO AUTHORITY

**Review Procedures for Employees Performing Safety Sensitive Functions
Who are Taking Prescription Medications**

Within the Substance Abuse Policy, a requirement to notify the Safety Department in writing referencing the use of prescribed medications is required by section “6.3 Legal Drugs” of the policy, for those employees performing Safety Sensitive duties.

Notification will initiate the following procedures:

1. The employee will have their medical practitioner (who is certified to dispense/prescribe medications) complete a Return to Work Form (see following page) indicating the medications said employee is taking.
2. The Return to Work Form will have the employee's Job Description attached (as indicated on the form) to facilitate the medical practitioner' approval/release process.
3. If there are no red flags indicated, the employee will be allowed to return to work and perform safety-sensitive functions.
4. Employees will not be discouraged to follow their physician's advice.
5. The completed Return to Work Form (**See Appendix F**) will be reviewed by a SUN METRO Safety Officer and then placed in the employee's personnel file.

Adverse reactions that negatively affect the safe performance of safety-sensitive duties (i.e., drowsiness, dizziness, or other indication of difficulty performing the duties safely) will be considered a red flag and the employee should refer medication(s) to their medical practitioner, who is certified to dispense and/or prescribe medications.



APPENDIX F RETURN TO WORK FORM



Return To Work Form

(To Be Completed By Doctor)

Based on Employee's Current Medical Examination and the Physical job Activities submitted by the City of El Paso (refer to Job Description on back page): (Check One)

1. ☐ _____ can perform the work without restrictions.
(PATIENT)
2. ☐ _____ can perform the work with the following exceptions:
(PATIENT)

I release the City of El Paso employee, _____ to perform
(PATIENT)

safety sensitive duties (refer to Job Description on back page) while taking the following
medications (if any) without adverse reactions to interfere with their performance of their duties.

Note: List Medications on the spaces below (1-5). If more space is needed please use another sheet.

1. _____
2. _____
3. _____
4. _____
5. _____

3. ☐ _____ **cannot** perform the work as described.
(PATIENT)

(Date)

TYPE PHYSICIAN'S NAME AND ADDRESS

(PHYSICIAN'S SIGNATURE)



APPENDIX G

REASONABLE SUSPICION/BELIEF FORM

| | |
|--|--------------------------------|
| Department Submitting Form: | Division: |
| Contact Name/Title: | Phone No.: |
| Employee's Name: | Employee ID No.: |
| Job Class Title: | Witness Names/ Titles: |
| Location: | Date: Time of Observations: |
| Is employee in a Safety-Sensitive position? YES _____ NO _____ | |

The Supervisor or manager observing the behavior as well as another supervisor/manager, as witness, if possible, are to complete the checklist below.

Check all that apply

| Observation by Supervisor | Observation by Witness | Behavior(s) Observed |
|---------------------------|------------------------|--|
| | | Possessing, using, or dispensing a prohibited substance |
| | | Abnormal or erratic Behavior |
| | | Verbal abusiveness |
| | | Physical abusiveness |
| | | Extreme aggressiveness or agitation |
| | | Withdrawal, depression, mood changes, or unresponsiveness |
| | | Inappropriate verbal response to questioning or instructions |
| | | Slurred or incoherent speech |
| | | Unsteady gait or other loss of physical control; poor coordination |
| | | Dilated or constricted pupils or unusual eye movement |
| | | Bloodshot or water eyes |
| | | Extreme fatigue or sleeping on the job |
| | | Excessive sweating or clamminess of the skin |
| | | Flushed or very Pale face |
| | | Highly excited or nervous |

| Observation by Supervisor | Observation by Witness | Behavior(s) Observed |
|---------------------------|------------------------|--|
| | | Nausea or vomiting |
| | | Odor of alcohol |
| | | Odor of marijuana |
| | | Dry mouth(Frequent swallowing/lip wetting) |
| | | Dizziness or fainting |
| | | Shaking hands or body tremors/twitching |
| | | Irregular or difficult breathing |
| | | Runny sores or sores around nostrils |
| | | Inappropriate wearing of sunglasses |
| | | Puncture marks or tracks |
| | | Other erratic or inappropriate behavior (e.g. hallucinations, disorientation,excessive euphoria, confusion) (Please specify below) |

Other erratic or inappropriate behavior:

(Complete this portion at time of observation or no later than 24 hours following.)

Please describe your observations and summarize the facts (include dates and time of day) and circumstances of the incident, employee response, supervisor actions, including if the employee was escorted home, and any other pertinent information not previously noted. Please state the facts in narrative form that gave rise to your reasonable suspicion. Attach additional sheets as needed.

Employee declined to take drug/alcohol test: YES: _____ NO: _____

| | |
|--------------------------|-------|
| Signature of Supervisor: | Date: |
| Signature of Witness: | Date: |
| Signature of Witness: | Date: |



| | |
|--|-------|
| Department Director's signature or designee: | Date: |
|--|-------|

HUMAN RESOURCES DEPARTMENT USE
ONLY

| | |
|----------------------|-------|
| Reviewed by (Print): | Date: |
| Signature: | |

Supervisors should secure witness signatures at the time of the incident. The Department Director's signature must be secured at the earliest possible time and the Human Resources Department must review this documentation before filing the form in the employee's personnel file, providing a copy to the employee or issuing discipline. The supervisor may proceed with securing the safety of the employee and or drug and alcohol testing prior to obtaining the Director's signature and Human Resources review.



APPENDIX H CERTIFICATION OF DRIVING RECORD

DATE:
TO: ALL EMPLOYEES REQUIRED TO HOLD A COMMERCIAL LICENSE
FROM: Ellen A. Smyth, Director
SUBJECT: Certification of Driving Record

As required by federal rules and regulations, all drivers must prepare and furnish a list of all violations of motor vehicle traffic laws and ordinances (other than parking violations) of which the driver has been convicted, or of which he/she forfeited bond or collateral during the preceding twelve (12) months (Sec. 391. 27):*

I certify that the following is true and complete list of traffic violations (other than parking violations) for which I have been convicted or forfeited bond or collateral during the past twelve (12) months.

| Date | Offense | Location | Type of Vehicle Operated |
|-------|---------|----------|-----------------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

IF NO VIOLATIONS ARE LISTED ABOVE, I certify that I have NOT been convicted or forfeited bond or collateral on account of any violation required to be listed during the past 12 months.

DEPARTMENT RULES REQUIRE TIME REPORT OF ALL CITATIONS OR ARRESTS REGARDLESS OF CONVICTION.

Driver's License No. _____ State _____ Expiration Date _____

Signature _____ Job Title _____

Print Name _____ ID Number _____

For Office Use Only

Reviewed By: Signature _____ Date _____



APPENDIX I RELEASE OF INFORMATION FORM

"Release of Information Form – 49 CFR Part 40 Drug and Alcohol Testing"

SECTION I. To be completed by the new employer, signed by the employee, and transmitted to the previous employer:

Employee Printed or Typed Name: _____

Employee Social Security Number: _____

I hereby authorize release of information from my Department of Transportation regulated drug and alcohol testing records by my previous employer, listed in Section I-B, to the employer listed in Section I-

A. This release is in accordance with DOT Regulation 49 CFR Part 40, Section 40.25. I understand that information to be released in Section II-A by my previous employer, is limited to the following DOT-regulated testing items:

Alcohol tests with a result of 0.04 or higher alcohol concentration;

Verified positive drug tests;

Refusals to be tested;

Other violations of DOT agency drug and alcohol testing regulations;

Information obtained from previous employers of a drug and alcohol rule violation;

Documentation, if any, of completion of the return-to-duty process following a rule violation.

Employee Signature: _____ Date: _____

I-A

New Employer Name: _____

Address: _____

Phone # _____ Fax # _____

Designated Employer Representative: _____

I-B (to be completed for each employer, where safety sensitive functions were assigned)

Previous Employer Name: _____

Address: _____

Phone #: _____

Designated Employer Representative (if known): _____

SECTION II. To be completed by the previous employer and transmitted by mail or fax to the new employer:

In the two years prior to the date of the employee's signature (in Section I), for DOT-regulated testing ~

Did the employee have alcohol tests with a result of 0.04 or higher? YES _____ NO _____

Did the employee have verified positive drug tests? YES _____ NO _____

Did the employee refuse to be tested? YES _____ NO _____

Did the employee have other violations of DOT agency drug and alcohol testing regulations? YES _____ NO _____

Did a previous employer report a drug and alcohol rule violation to you? YES _____ NO _____

If you answered "yes" to any of the above items, did the employee complete the return-to-duty process? N/A _____ YES _____ NO _____

NOTE: If you answered "yes" to item 5, you must provide the previous employer's report. If you answered "yes" to item 6, you must also transmit the appropriate return-to-duty documentation (e.g., SAP report(s), follow-up testing record).

Name of person providing information in Section II-A: _____

Title: _____



Phone #: _____

Date: _____

APPENDIX J CERTIFICATE OF RECEIPT FOR SUBSTANCE ABUSE POLICY

**CERTIFICATE OF RECEIPT OF THE CITY OF EL PASO / SUNMETRO
SUBSTANCE ABUSE POLICY FOR SAFETY-SENSITIVE EMPLOYEES
(REVISED 05/2024) AS DEFINED BY THE
FEDERAL TRANSIT ADMINISTRATION**

I hereby certify that I have received a copy of the City of El Paso / Sun Metro Policy on Substance Abuse for Safety-Sensitive Employees **(Revised 05/2024)** as defined by the Federal Transit Administration. **I am responsible for reading this policy when received.**

NOTE: Attached memo reflects changes / additions to this policy.

Name: _____
(Please Print)

Kronos ID: _____

Title: _____

Department: SUN METRO/ CITY OF EL PASO

Signature: _____

Date: _____



APPENDIX K

FINAL AUTHORITY SIGNATURES

| |
|---|
| Title: Sun Metro Substance Abuse Policy |
| Revision Date 05/2024 |
| PREPARED BY: Transit Safety Manager, DAPM |
| REVIEWED BY Departmental Human Resources Manager |
| APPROVED AS TO FORM City Attorney |
| APPROVED AS TO CONTENT Director of Mass Transit |
| El Paso City Manager |

*Previous issues of Sun Metro Substance Abuse Policy:

07/01/20 Policy updated per 49 CFR Part 655

4/01/18 Policy updated per 49 CFR Part 655

7/11/16 Policy updated per 49 CFR Part 655

4/11/13 Policy updated per 49 CFR Part 655

8/23/12 Policy updated per 49 CFR Part 655

2/11/12 Policy updated per 49 CFR Part 655

6/09/10 Policy updated per 49 CFR Part 655

8/17/09 Policy update per 49 CFR Part 655 3/29/07 Original



APPENDIX L

Drug & Alcohol Audit Letter



U.S. Department
of Transportation

Federal Transit
Administration

Headquarters

1200 New Jersey Ave., S.E.
Washington, D.C. 20590

6/5/2020

Presented Electronically

Ms. Ellen Smyth
Director
City of El Paso Mass Transit Department
10151 Montana Ave.
El Paso, TX 79925

RE: FTA Drug and Alcohol Compliance Auditing Program

Dear Ms. Smyth,

The Federal Transit Administration has reviewed the responses of the City of El Paso Mass Transit Department (Sun Metro) to the formally-submitted findings of the Drug and Alcohol Compliance Audit Team. Based on the information provided, the Federal Transit Administration has found Sun Metro to currently be in compliance with the federally-mandated Drug and Alcohol Testing Program.

It is important for you and your organization to diligently maintain all aspects of the drug and alcohol testing program so all will remain in compliance in the future.

Thank you for your cooperation and for being prompt in your response. Please let me know at any time if I can be of further service to you.

Sincerely,

Iyon Rosario
Drug and Alcohol Program Manager
FTA Office of Transit Safety and Oversight

Electronic cc:

Steve Perea, Sun Metro
Jose Marquez, Sun Metro
Gail Lyssy, FTA Region VI Administrator
Laura Wallace, FTA Region VI
Susan Hausmann, TxDOT
Lori DeCoste, U.S. DOT / Volpe Center
Joseph Lofgren, Cahill Swift, LLC



Legislation Text

File #: 24-1206, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

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

AGENDA LANGUAGE:

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

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

Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2024-0190 Genfare Support Agreement to Genfare LLC., the sole and authorized distributor for a term of three (3) years for an estimated amount of \$184,577.00. Supplier will be required to provide an updated sole source letter and affidavit each year. The Software support agreement with Genfare LLC. is for software, hardware maintenance and support requirements currently paid on a-per ticket or per hour basis. Support will be for the fare collection system reporting manager, farebox and ticket vending machines functions.

Contract Variance:

The difference based in comparison to the previous contract is as follows: A decrease of \$99,790.24 for the initial term, which represents a 35.09% decrease due to the previous contract being funded for five years. This contract is funded for three years.

| | |
|-------------------------------|--------------------------|
| Department: | Mass Transit (Sun Metro) |
| Award to: | Genfare LLC. |
| City & State: | Elk Grove Village, IL |
| Item(s): | All |
| Initial Term: | 3 Years |
| Option Term: | N/A |
| Total Contract Time: | 3 Years |
| Year 1: | \$59,716.00 |
| Year 2: | \$61,508.00 |
| Year 3: | \$63,353.00 |
| Initial Term Estimated Award: | \$184,577.00 |
| Option Term Estimated Award: | N/A |

| | |
|------------------------|------------------------------|
| Total Estimated Award: | \$184,577.00 |
| Account(s): | 560-3210-60070-531050- P6003 |
| Funding Source(s): | Sun Metro Operating Fund |
| District(s): | All |

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 - (7) a procurement of items that are available from only one source - (D) captive replacement parts or components for equipment;

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

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

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City’s Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- “Contribution” A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- “Contributor” A person making a contribution, including the contributor's spouse.
- “Donation” Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- “Donor” An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- “Benefiting” Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City’s Ethics Code requirements, and sanctions under the Ethics Code 2.92.Contributor / Donor Information:

| | |
|---------------------|---------------------------------|
| Full Name | <u>Eric Kaled</u> |
| Business Name | <u>Genfare, LLC</u> |
| Agenda Item Type | <u>New Contract</u> |
| Relevant Department | <u>Sun Metro (Mass Transit)</u> |

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

☒

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

OR

☐

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

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

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

Signature: Eric Kaled, President

DocuSigned by:
Eric Kaled
E3E78E940D544D3...

Date: 8/5/2024

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

AGENDA DATE: September 10, 2024
PUBLIC HEARING DATE: Not Applicable

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

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 7.3 – Enhance regional comprehensive transportation system

SUBJECT:

Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2024-0190 Genfare Support Agreement to Genfare LLC., the sole and authorized distributor for a term of three (3) years for an estimated amount of \$184,577.00. Supplier will be required to provide an updated sole source letter and affidavit each year.

BACKGROUND / DISCUSSION:

The agreement with Genfare LLC., is for software, hardware maintenance and support requirements currently paid on a-per ticket or per hour basis. Support will be for the fare collection system reporting manager, farebox and ticket vending machines functions.

SELECTION SUMMARY:

General Exemption under Local Government Code Section 252.022 Part 7 a procurement of items that are available from only one source, including: (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: A decrease of \$99,790.24 for the initial term, which represents a 35.09% decrease due to the previous contract being funded for five years. This contract is funded for three years.

PROTEST

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$184,577.00

Funding Source: Sun Metro Operating Fund


Account: 560-3210-60070-531050- P6003

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 for

Anthony R. Dekeyzer, Director of Mass Transit

Project Form
Non-Competitive

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

Please place the following item on the Regular Agenda for the Mass Transit Board Meeting of September 10, 2024

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

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

Award Summary:

Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2024-0190 Genfare Support Agreement to Genfare LLC., the sole and authorized distributor for a term of three (3) years for an estimated amount of \$184,577.00. Supplier will be required to provide an updated sole source letter and affidavit each year. The Software support agreement with Genfare LLC. is for software, hardware maintenance and support requirements currently paid on a-per ticket or per hour basis. Support will be for the fare collection system reporting manager, farebox and ticket vending machines functions

Contract Variance:

The difference based in comparison to the previous contract is as follows: A decrease of \$99,790.24 for the initial term, which represents a 35.09% decrease due to the previous contract being funded for five years. This contract is funded for three years.

| | |
|-------------------------------|------------------------------|
| Department: | Mass Transit (Sun Metro) |
| Award to: | Genfare LLC. |
| City & State: | Elk Grove Village, IL |
| Item(s): | All |
| Initial Term: | 3 Years |
| Option Term: | N/A |
| Total Contract Time: | 3 Years |
| Year 1: | \$59,716.00 |
| Year 2: | \$61,508.00 |
| Year 3: | \$63,353.00 |
| Initial Term Estimated Award: | \$184,577.00 |
| Option Term Estimated Award: | N/A |
| Total Estimated Award: | \$184,577.00 |
| Account(s): | 560-3210-60070-531050- P6003 |
| Funding Source(s): | Sun Metro Operating Fund |
| District(s): | All |

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 - (7) a procurement of items that are available from only one source – (D) captive replacement parts or components for equipment;

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

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



PURCHASING & STRATEGIC SOURCING DEPARTMENT

SOLE SOURCE AFFIDAVIT

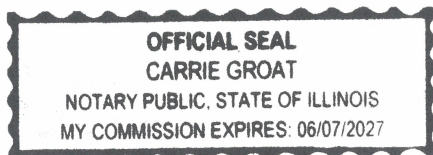
THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER FILE

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 Eric Kaled. 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: Genfare, LLC
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
Genfare TVM, Vault, Farebox, Garage Data System, Spare Parts and Components
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.**

DocuSigned by:
Eric Kaled
E3F78E940D544D3
Signature

SUBSCRIBED AND SWORN to before me on this 4th day of October



Carrie Groat
NOTARY PUBLIC

CARRIE GROAT
PRINTED NAME

6.7.27
MY COMMISSION EXPIRES

COMPANY NAME: Genfare LLC

ADDRESS, CITY, STATE & ZIP CODE: 800 Arthur Avenue, Elk Grove Village, IL 60007

PHONE: 847-871-1231

FAX NUMBER: _____

CONTACT NAME AND TITLE: Eric Kaled, President

WEB ADDRESS: www.Genfare.com

EMAIL: Genfare.sales@spx.com

FEDERAL TAX ID NUMBER: 88-2123131

TEXAS SALES TAX NUMBER: _____

October 4, 2023

Sun Metro
Norma E. Jimenez, Contract Compliance Manager
10151 Montana Ave.
El Paso, TX 79925

Subject: **SOLE SOURCE LETTER, FOR FARE COLLECTION EQUIPMENT, SPARE PARTS AND COMPONENTS**

Dear Ms. Jimenez:

In accordance with your request for information relative to the sole source nature of the fare collection equipment, spare parts and components, Genfare uses proprietary custom coding and encryption as part of the security system used in our equipment. This will assure system compatibility so that the equipment continues to perform at the required level of reliability and accuracy.

Genfare also manufactures all of the parts and components used in the fare collection system equipment in use by your transit agency. Many of these parts and components are custom made by Genfare using special production techniques, tooling and set-ups. The mechanical and electrical components and parts are made to our exact specifications and tested by Genfare to assure optimum performance and the highest level of reliability.

Obviously, Genfare systems deal with cash and electronic revenue, therefore, it is imperative that software and components utilized within the system are designed to maintain system integrity.

Genfare sells fareboxes and their related parts exclusively to Transit Authorities. Due to the nature of our product, Genfare is considered to be the sole source supplier of this equipment and their related maintenance parts/service. It is to be noted that these prices represent "Most Favored Customer Prices" and Genfare warrants that the prices charged to your transit agency will be equal to or less than prices charged to other customers for similar parts or components.

All prices quoted are FOB Elk Grove Village, Illinois. Standard method of shipment is UPS Ground. If air shipments are requested, customer will be liable for air charges. Genfare payment terms are Net 30 Days.

Sincerely,



Terese Gillum
Sales Operations Specialist

GENFARE SOFTWARE SUPPORT AGREEMENT

This Software Support Agreement (this "Agreement") is effective as of _____, ("Effective Date"), by and between **Genfare, LLC, a Delaware limited liability company**, with its principal place of business at 800 Arthur Avenue, Elk Grove Village, IL 60007 ("Genfare") and **The City of El Paso through its Mass Transit Department ("Sun Metro")**, a Texas home rule municipality, having a place of business at 10151 Montana Avenue, El Paso, TX 79925 ("City", "Customer"), each a Party and collectively the Parties.

WHEREAS, City purchased certain Genfare hardware identified in the Genfare Sales Quotation regarding Support Agreement ("System");

WHEREAS, Genfare provides support services for the purposes of supporting the System's software (the "Software") (such support services as specified in the attached Schedule, collectively the "Services");

WHEREAS, City desires to obtain Services, and Genfare is willing to provide the Services on the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the obligations herein made and undertaken, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the Parties intending to be legally bound, covenant and agree as follows:

1. **Scope of Work.** Genfare shall provide the services as more fully described in Schedule A. This Agreement consists of this contract document and the attached Schedules and sets forth the full and complete understanding of the parties with regard to the subject matter hereof, and it supersedes any and all agreements and representations whether written or verbal with regard to the same subject matter. In the event of any conflict between the main body of this Agreement and any of the Schedules hereto, the main body of the Agreement shall control unless it is specifically stated in such Schedule that those terms are intended to and shall supersede the main body of the Agreement.

2. **Term.** The term of this Agreement shall begin on the Effective Date and shall be in effect for three (3) years (the "Initial Term") and terminate thereafter. The confidentiality and intellectual property provisions shall survive the expiration or termination of this Agreement.

3. **Price and Payment.** City shall make all payments for Services within thirty (30) days from City's receipt of Genfare's invoice. Pricing is set forth in Schedule A.

4. **Confidentiality.** "Confidential Information" shall mean any information owned by a Party, including any and all proprietary technical, financial and business information, design, manufacturing, customer information, personnel information, new product developments, and general business plans of any kind whatsoever, regardless of whether furnished in oral, visual, written and/or other any tangible and intangible embodiments thereof, whether or not patentable. All such information shall be treated by the receiving Party as confidential and proprietary. The receiving Party (a) shall safeguard and keep all Confidential Information confidential, (b) shall use the Confidential Information only in furtherance of the Agreement, and (c) shall not disclose such Confidential Information to any other person, firm or entity except in furtherance of the Services (i) to those of its employees, officers, managers, members or representatives (collectively, "Representatives") who have a need to know such Confidential Information to provide the Services provided herein, (ii) as allowed by the express, written consent of the disclosing Party or (iii) as compelled by a court of competent jurisdiction (provided that the receiving Party provides the disclosing Party with a written description of the Confidential Information and the court order compelling disclosure).

Party with prompt written notice so that the disclosing Party may seek a protective order or other appropriate remedy). The receiving Party shall be responsible for all actions and omissions of its Representatives. Upon the termination or expiration of this Agreement, receiving Party shall return all Confidential Information to the disclosing Party. However, the receiving Party may retain Confidential Information as may reasonably form a part of the governance record of the receiving Party, and as necessary to comply with legal requirements pertaining to the retention of documents. Notwithstanding the termination or expiration of this Agreement, the obligations in this Section shall survive such termination or expiration for a period of five (5) years after such termination or expiration. In the event that any disclosure is required, City must furnish only that portion of Confidential Information that is legally required and must exercise commercially reasonable efforts to obtain a reliable assurance that confidential treatment will be accorded to Confidential Information that is disclosed.

Notwithstanding anything to the contrary in Section 4 or in any other provision of this Agreement, Genfare acknowledges that City is a governmental entity subject to the Public Information Act, Chapter 552, Texas Government Code ("the Act"). City will maintain confidentiality as provided in this Agreement, to the extent permitted by law and agrees that, as required by the Act, it will notify Genfare if a request relating to such proprietary information is received. Genfare represents that it understands that the Act excepts disclosure of trade secrets and confidential commercial information and that Genfare will need to assert the proprietary interest of Genfare as a basis for nondisclosure. City will, before responding to any disclosure request, provide Genfare notice and Genfare will provide a version of documents for disclosure with information that Genfare considers to be privileged, confidential, and/or trade secret information redacted.

5. Intellectual Property. Genfare owns and shall retain title to all intellectual property, patents, trademarks, know-how, copyrights, software, engineering work product, designs, models, production prints, drawings, technical data, source code, object code and other information and documents that relate to the Services. All such intellectual property, information and documents disclosed by Genfare to the City are to be deemed proprietary to Genfare and shall be used by the City solely for inspecting, installing, operating and maintaining the goods and services sold to the City and not used by the City for any other purpose.

6. Warranty. Genfare warrants that during the Term, all Services provided for under the terms of this Agreement shall be performed (a) in accordance with all applicable laws and regulations, and (b) in a professional, diligent and workmanlike manner by qualified and skilled personnel appropriately supervised. If during the Term it shall be proven to City's reasonable satisfaction that any Services are nonconforming, then such Services shall, be corrected, or re-performed by Genfare. **THE FOREGOING WARRANTIES ARE IN LIEU OF, AND GENFARE EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED IN FACT OR BY LAW, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. THE FOREGOING WARRANTIES STATE GENFARE'S ENTIRE AND EXCLUSIVE LIABILITY AND THE CITY'S SOLE AND EXCLUSIVE REMEDY, IN CONNECTION GENFARE'S WARRANTY AND OBLIGATIONS**

7. Termination. Either Party may terminate this Agreement at any time, for any reason and without cause, with thirty (30) days written notice to the other Party. If this Agreement is terminated by either Party, a credit in the amount of any unused Services (the number of prepaid months of service after the termination date) will be applied to City's account.

8. Waiver of Consequential Damages. Notwithstanding anything in this Agreement to the contrary, to the fullest extent permitted by applicable law, Genfare shall not be liable under any theory of relief, arising out of or related to the Agreement or Genfare's acts or omissions in connection therewith for incidental, special or consequential damages of any nature, including, without limitation, loss of profits or contract, damage to property or loss of use, any business interruption or loss of profit, anticipated savings, data, contract, goodwill or the like that may be suffered by the City or claimed against it. Any action for breach of contract or otherwise must commence within one year after cause of action accrues. Notwithstanding anything to the contrary, this waiver of consequential damages under this section does not apply to Genfare's indemnification and/or insurance obligations under this Agreement.

9. Limitation of Liability. Genfare's maximum aggregate liability under the Agreement shall not exceed the annual total cost of Services performed by Genfare and paid for by The City. Any action for breach of contract or otherwise must commence within one year after cause of action accrues.

10. Force Majeure. To the extent that either party is not able to perform an obligation under this Agreement due to fire, flood, acts of God, severe weather conditions, strikes or labor disputes, war or other violence, acts of terrorism, any law or order of any governmental City, or other cause beyond that Party's reasonable control, that Party may be excused from such performance so long as such Party provides the other Party with prompt written notice describing the condition and takes all reasonable steps to avoid or remove such causes of nonperformance and immediately continues performance whenever and to the extent such causes are removed.

11. INDEMNIFICATION/RELEASE/RESPONSIBLE FOR DAMAGED PROPERTY. GENFARE WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE CITY AND THE CITY'S OFFICIALS, EMPLOYEES, CONTRACTORS, AND AGENTS, FROM ANY AND ALL CLAIMS FROM THIRD PARTIES TO THE EXTENT RESULTING DIRECTLY FROM THE NEGLIGENT ACTS OR OMISSIONS OF GENFARE AND/OR GENFARE'S CONTRACTORS, SUBCONTRACTORS, AGENTS, EMPLOYEES, AND/OR OFFICERS FOR CLAIMS INVOLVING ANY BODILY INJURY, DEATH, PROPERTY DAMAGE, PROPERTY LOSS, INTELLECTUAL PROPERTY RIGHT INFRINGEMENT, BREACH OF PRIVACY, OR RELEASE OF CONFIDENTIAL INFORMATION. Without modifying any conditions above, the City will promptly forward to Genfare every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Genfare will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as Genfare may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Genfare will pay all judgments finally establishing liability of the City in actions defended by Genfare pursuant to this section. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest at its sole expense.

GENFARE REPRESENTS AND WARRANTS THAT IT HAS THE NECESSARY LICENSES AND SKILLS TO PERFORM THE SERVICES UNDER THIS AGREEMENT. GENFARE RELEASES THE CITY FROM ANY AND ALL CLAIMS FOR DAMAGES SUSTAINED BY GENFARE IN THE PERFORMANCE OF SERVICES UNDER THIS CONTRACT INCLUDING BUT NOT LIMITED TO ANY LOSS OR DAMAGE TO PROPERTY.

GENFARE IS RESPONSIBLE FOR ANY DAMAGE OR LOSS DIRECTLY CAUSED BY GENFARE TO PROPERTY OF THE CITY. THE CITY WILL INVOICE GENFARE FOR THE COSTS OF ANY SUCH DAMAGES OR LOSS OF SUCH TANGIBLE PROPERTY DIRECTLY

CAUSED BY GENFARE. GENFARE SHALL PAY SUCH INVOICES WITHIN 30 CALENDAR DAYS OF RECEIPT.

12. Insurance.

12.1 Genfare will maintain the following:

12.1.1 Commercial General Liability Insurance written on an occurrence basis for providing coverage at a minimum for premises and operations liability, products and completed operations liability, personal and advertising injury, contractual liability, property damage, and coverage for work performed by independent contractors when work is performed on behalf of Genfare. The 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 and \$1,000,000 in the aggregate.

12.1.2 Automobile Liability Insurance in the amounts of \$1,000,000 combined single limit.

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

12.1.4 Professional Liability Insurance (Errors & Omissions) in the amount of \$1,000,000 per claim and \$1,000,000 in the aggregate.

12.2 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 Commercial General Liability 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 Commercial General Liability insurance.

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

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

13. Miscellaneous.

13.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Texas and the federal laws of the United States applicable therein. 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.

13.2 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.

13.3 Taxes. Fees stated in the Schedules do not include applicable taxes. Unless City is a tax exempt entity and provides Genfare with reasonable documentation demonstrating tax exempt status, City shall be responsible for the payment of all taxes.

13.4 Notice. Any notice under this Agreement shall be sufficiently given if given by: personal delivery; or registered or certified mail, postage prepaid, and mailed through a US post office; or reputable overnight courier.

In the case of Genfare addressed to:

Genfare
800 Arthur Avenue
Elk Grove Village, IL 60007
Attn: Contracts Department
Email: genfare.sales@spx.com
Phone: 847-593-8855

In the case of City addressed to:

City of El Paso Mass Transit Department (Sun Metro)
10151 Montana Avenue
El Paso, TX 79925
Attn: Mass Transit Director


or to any address as may be designated in writing by the parties in accordance with this provision. The date of receipt of any notice shall be deemed conclusively given (i) on the day it was received by personal delivery, (ii) at the beginning of business on the third (3rd) business day after it was mailed by registered mail or (iii) at the end of business on the next business day after it was mailed by reputable overnight courier.

13.5 Party Status. Neither Genfare nor City shall be deemed to be an agent or employee of the other and each is an independent entity and the legal relationship of any person performing services for Genfare or City shall be one solely between that person and Genfare or City.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the date first written below.

EXECUTED THIS _____ DAY OF _____, 2024

APPROVED AS TO FORM:




Joyce Garcia
Assistant City Attorney

CITY OF EL PASO, TEXAS:

Dionne Mack
City Manager

APPROVED AS TO CONTENT:



K. Nicole Cote
Managing Director
Purchasing & Strategic Sourcing Department



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

(Signatures continue on the following page)

GENFARE:

DocuSigned by:

Eric kaled

E3E76E940034403

Eric kaled

8/16/2024

SCHEDULE A PRICING AND SCOPE OF WORK

1. Pricing

| | |
|---|-------------|
| Software Support – September 11, 2024-September 10, 2025 – Invoiced prior to the start of the agreement. | \$59,716.00 |
| Software Support – September 11, 2025-September 10, 2026 — Invoiced prior to the start of the agreement. | \$61,508.00 |
| Software Support – September 11, 2026- September 10, 2027 – Invoiced prior to the start of the agreement. | \$63,353.00 |
| Extension pricing – For each year after the Initial Term, the most recent pricing will increase by 3% at the beginning of each annual term. | TBD |

2. Scope of Work

| Support Levels | Gold |
|-------------------------|--|
| Portal Licenses | 6 users |
| Access | Knowledge Base, Case Management, Assets and Training |
| Support Hours | 24/7 |
| Email and Phone Support | Included |
| Online Training | Up to 6 users |
| Software Updates | Included |
| Fare Structure* | 1 per year |
| 3-Day System Review** | Not Included |
| Managed Services | Not Included |

*Fare structure changes require a minimum of six (6) weeks' notice with the fare structure checklist completed and provided to Genfare's team. Requests where Genfare receives less than six (6) weeks' notice are subject to availability and are subject to an expedite fee.

3. Definitions

“Error” means any situation where the Services or the Software (a) does not operate in accordance with the Documentation; and/or (b) does not produce incorrect results; and/or (c) encounters any other problems or issues set out in the chart in Section 6.4 of this Exhibit.

“Resolution” or **“Resolve”** refers to actions taken to correct or provide a reasonable work-around for a reported issue by delivering new code or otherwise restoring the Services to a functional state. In the case of a work-around as a solution, Genfare shall continue working to more permanently resolve the Error until such Error is fully resolved.

"Standard Service Hours" are defined as Monday through Friday beginning at 8:00am and ending at 5:30pm Central Time, excluding federal, Customer, and Genfare holidays.

The Holiday List is updated annually and can be found on the Customer Portal within the knowledge base searchable by: Genfare Holidays.

"Telephone Support" means an oral responses, "Email Support" means an electronic response, and "Customer Portal" means an electronic response by Genfare's Customer Care Representatives and Technicians to questions regarding (a) the functions of the Services, (b) the steps for Customer to follow in operating the Services, (c) the proper format for the input of Customer's data or information, (d) steps to improve the efficiency of operation of the Services, (e) the interface of the Services, and any related system in Customer's current technical environment, (f) the interface of the Services and other software, (g) the Documentation relating to the Services, and/or (h) changes to the operation of the Services due to the provision of a maintenance and/or support service to Customer.

4. Software patches and updates

- (a) Genfare shall (i) develop, test, provide and/or implement all applicable "patches" or updates that become necessary to remedy the Errors in the Services or the Software and (ii) provide all version updates, software patches and error corrections necessary for the Services and the Software to maintain functionality.
- (b) All SaaS/Software updates and/or upgrades are based on the minimum hardware requirements needed for such update and/or upgrade.
- (c) Genfare strongly recommends the customer utilize a test environment for all software updates. Customer is agreeing to assume all risk and liability associated with accepting an update in their production environment.
- (d) Applicable Software updates will be made available to Customers as they are released. Customer's involvement may be required as Genfare may need access to certain Customer equipment or systems to effectuate updates.
- (e) For Errors in the Software, prior to implementing any patches or upgrades, Genfare shall first notify Customer's IT department in advance to schedule a time and date for the installation. Depending on the scope of the change, Customer may wish to back-up their Services prior to the software upgrade.
- (f) Genfare Support includes new features in modules subscribed to by the Customer, but does not include modules not subscribed to or new modules developed by Genfare.

5. Exceptions

5.1 The provisions of this Schedule A shall not apply to issues arising from:

- (a) the negligence of Customer, its customers, employees, or representatives,
- (b) any loss or damage resulting from a force majeure event (as set forth in Section 10 of this Agreement),
- (c) alteration, misuse, or abuse of the Services or Software,
- (d) use of the Services or Software contrary to the terms of this Agreement, or the instructions in any Documentation provided to the Customer,
- (e) the combination of the Services or Software with any third party hardware or software not expressly recommended or approved by Genfare,
- (f) any improper installation, operation or maintenance of the Services or Software by the Customer or a third party, including use of non-OEM parts in the Services and a Customer's failure to promptly install all patches, error corrections and updates provided by Genfare,

- (g) Customer's failure to report a known Error in a timely manner (no more than seven (7) business days from identification of such Error), or
- (h) a Genfare-supplied hardware failure (except to the extent that such hardware is under warranty).

5.2 Genfare will not provide Support or any associated services for the Customer's Oracle database environment. Oracle database adjustments, enhancements and/or recommendations will be communicated and passed to Customer for implementation. Genfare is not responsible for executing updates to maintenance for the Customer's network manager/Oracle database virtual environments, operating systems, database version, database allocation or similar Customer-provided resources.

6. Genfare and Customer Duties

Although Genfare shall be responsible for the Support, Customer shall be the Party that initially responds to all Errors. Genfare agrees to assist the Customer, as required and contracted by the Customer.

6.1 Genfare SHALL:

- (a) Provide remote support for the Services and Software, as required by this Agreement;
- (b) Respond to and Resolve any Errors in accordance with the chart in Section 7.4;
- (c) Perform the Support in a competent manner by qualified personnel;
- (d) Ensure that the Services or Software will operate and function with updates, upgrades, modifications or fixes, that are provided by Genfare, including without limitation, software patches or bug fixes;
- (e) Ensure that Genfare personnel or contractors are available to carry out the obligations of Genfare hereunder;
- (f) Provide contact information for Genfare personnel, available to receive notices of Errors under Section 9.2 of this Exhibit; and
- (g) Notify Customer of any identified indication of deliberate tampering or patterns of damage not consistent with normal usage.
- (h) Agree to abide by the City of El Paso Third Party Network and User Agreement prior to receiving access to equipment on the City of El Paso network.

Genfare SHALL NOT:

- (i) Be responsible for any malfunction of Equipment, servers, computer equipment, communications infrastructure, cabling, networking capability or any other element or Errors that are not attributable to the Services or Software; or
- (j) Pay any claim pertaining to work done by or on behalf of Customer for removing modules or Equipment to be shipped to Genfare for repair.

6.2 Customer SHALL:

- (a) Provide any information reasonably requested by Genfare to understand and describe an Error in order to allow Genfare to carry out its duties hereunder;
- (b) Provide any access to Equipment or systems as reasonably requested by Genfare to provide patches or updates to Software;
- (c) Perform all preventative maintenance of Software and Equipment according to the Documentation; if asked, Customer must provide a history of preventative maintenance and support of the system as part of the terms of keeping the full fare collection system in good working order.
- (d) Be entitled to use any third party to carry out all or part of the hardware maintenance of the Services, or to carry out such maintenance itself (Genfare

shall have no obligation to correct Errors attributable to such third-party or self-performed maintenance under this Schedule A);

- (e) Make all requests for support through a Customer's representative, or Customer's representative's substitute(s) or designee(s);
- (f) Provide appropriate personnel and support as is necessary for Genfare personnel to perform their duties, such as IT technical support, communications support, revenue service support and security personnel, flaggers and other proper personnel;
- (g) Inform Genfare of all Customer operating and security policies established for the safe, secure and proper interaction with the Services;
- (h) Be responsible for freight charges to Genfare, located in Elk Grove Village, IL, and all costs, expenses related thereto;
- (i) Be responsible for any Genfare travel expenses for on-site support;
- (j) Promptly notify Genfare when any change is made to the Services; and
- (k) Promptly (no later than 10 business days after receipt) install in the Test environment all patches, error corrections and updates provided by Genfare.
- (l) Customer shall provide the first level of support to its employees, staff, agents, contractors, riders or its Client's riders using Mobile Link.
- (m) Customer shall reconcile all reports on a monthly basis and notify Genfare of any discrepancies within thirty (30) days. Genfare shall not be liable for any amounts reported as a discrepancy if Customer does not reconcile on a monthly basis.

7. Support Response Time and Availability

7.1 Response Time.

Genfare shall make available an adequate number of personnel to ensure that the requirements hereunder, including, without limitation, all response times as described under Section 7.4, are met.

7.2 Initial Response.

Genfare shall provide an initial response (the "Initial Response") in accordance with Section 7.4 below. As part of the Initial Response Genfare shall:

- (a) Request access to the Services or any part thereof, other than to the actual TVM itself, in order to determine the nature of the reported Error. Genfare access must be coordinated through the primary Customer representative or his/her designate. Access will only be provided upon request and will be terminated upon Resolution of the Error. During said access, Genfare agrees to observation by Customer staff.
- (b) Determine the cause of the Error and the solution to the Error.
- (c) Provide Customer with an estimate of the time required to correct the reported Error in accordance with Section 7.4 below.

7.3 Support Availability. Telephone Support shall be available 24/7 via Genfare's support telephone numbers. Customer Portal Support is available 24/7 for P2 and P3 Severity Issues. All P1 calls will to be directed to a live person based on the time of day listed below.

- (a) Main Hour Support: 847.871.1231 – 8:00am to 5:30pm CST
- (b) After Hour Support: 844.287.5234 – 5:31pm to 7:59am CST
- (c) Customer Portal: <https://genfare-community.force.com/customer/> or at www.genfare.com on the home page top right corner.

7.4 Support Response Time and Availability.

Error Priority Classification and Response

| 24/7 Support Breakdown | | | | |
|-------------------------------|--|-----------------------------|--|--------------------------------------|
| Severity/Impact | Description | Acknowledgement Goal | Response Time Goal | Resolution Goal |
| P1 | System Down – Critical production issue affecting ability to collect fares, including system unavailability, with no workaround available | Less than 30 minutes, 24/7 | Less than 3 hours, 24/7 | 24 hours |
| P2 | Major – Production issue impacting data integrity, loss of functionality and/or significantly degraded performance, issue is persistent with no workaround available | Less than 30 minutes, 24/7 | Less than 4 hours, during main business hours | 24 hours, during main business hours |
| P3 | Minor – Any system issue that affects functionality or impacts performance, workaround may be possible but not sustainable | Less than 30 minutes, 24/7 | Less than 24 hours, during main business hours | 20 days |

*Genfare will give the highest schedule priority to P1 issues, the second highest to P2 and third highest to P3. For issues self-reported by the Customer at a P1 or P2 issue, Genfare will review and if Genfare determines the issue is not P1 or P2, Genfare will reclassify the issue.

A comprehensive list of P1, P2, and P3 issue classifications can be found on the customer portal within the knowledge base searchable by: Severity: P1, P2, and P3

ALL RESPONSE TIMES CONTAINED IN THIS AGREEMENT ARE CALCULATED FROM THE TIME CITY MAKES AN INITIAL CALL FOR ERROR RESOLUTION. RESOLUTION TIMES ARE DEPENDENT UPON ACCESSIBILITY TO THE APPLICABLE SYSTEM, AS GRANTED BY THE CITY.

8. Customer Assets

| Product | Quantity | Date(s) |
|------------------------|-----------------|----------------|
| Odyssey Farebox | 116 | 2010-2021 |
| Fast Fare Farebox | 20 | 2023 |
| Garage Data System | 3 | 2009-2018 |
| Network Manager | 1 | 2014 |
| Ticket Vending Machine | 78 | 2009-2018 |
| VIP | 1 | 2010 |
| Mobile Vault | 8 | 2013 |

As a part of the support package, Genfare and Customer will review each of the products that make up Customer's current fare collection solution. This will include Customer's current software, hardware, and any integrations integral to Customer's fare collection solution so these can be referenced within the Customer Portal.

9. Help Desk Services

Genfare will provide Help Desk Services to assist Customer with use of the Services and assistance in resolving problems encountered by Customer.

9.1 Help Desk Services

(a) Contacting the Help Desk

- (i) Customer Portal (all users must be registered to access the Customer Portal): <https://genfare-community.force.com/customer/>
- (ii) Email: genfare.customercare@spx.com
- (iii) Phone:
 - (A) Main Hour Support: 847.871.1231 – 8:00am to 5:30pm CST
 - (B) After Hour Support: 844.287.5234 – 5:31pm to 7:59am CST

(b) Ticketing Procedures

- (i) Each inquiry will be documented, assigned a ticket number and a confirmation email will be sent to the originator to confirm the request has been received.
- (ii) Each ticket will be assigned to a technical support engineer to follow up and resolve each issue.
- (iii) A technical support engineer will make contact according to the contact information within the ticket to work on the ticket, or to schedule a time to work on the ticket.

9.2 Communications protocol

- (a) In order to connect to the Customer's system and Resolve Errors in the Services or Software, Genfare must be able to reach the Customer Representative (or delegate), or Genfare will be unable to connect to the system to identify the root cause of, and subsequently Resolve, the reported Error.
- (b) Genfare may use the following tools to remotely access the Customer system:
 - (i) LogMeIn Rescue/Pro (default and preferred option)
 - (ii) TeamViewer
 - (iii) VPN (Cisco or Junos)

9.3 Customer Portal

- (a) Customer may purchase additional Customer Portal licenses for access to the customer portal and digital training, such licenses are available at a rate of \$900/per user per year. Additional licenses will be prorated at the time of addition and will be updated annually.
- (b) Customer Portal licenses are available for a single user and cannot be assigned to shared email addresses.
- (c) Customer may change Customer's users listed below once per year, upon applicable contract renewals, or upon an employee leaving the Customer's employ.
- (d) Genfare reserves the right to audit Customer's Customer Portal licenses and use of such licenses and may remove any registered Customer Portal user for inactivity. If Genfare removes a registered Customer Portal user for inactivity, Customer may not re-fill that Customer Portal License until the removed Customer Portal license would have been eligible to be changed as specified in 9.4(c) above.
- (e) Initial Customer Portal License Users

Up to 6 contacts are allowed for portal access. If you go over the set number of contacts, each additional customer is \$900 and is added to the base of the contract. Customers can be added anytime as we will pro-rate the license.

| # | Name | Title | Email | Phone |
|---|------|-------|-------|-------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |



Legislation Text

File #: 24-1204, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

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

AGENDA LANGUAGE:

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

Discussion and action on a Resolution that City staff is authorized to submit an application to the FY 2025-2026 El Paso Metropolitan Planning Organization (EPMPO) requesting funds from the Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Grant Program, in the amount of \$448,000 (\$224,000 per fiscal year) in total, with a required match of \$112,000 (\$56,000 per fiscal year) in total from the City, for the Sun Metro Paratransit Service Software Project; and that the City Manager, or designee, is authorized to sign any documents necessary for the proper submission of said application; and that the City Manager, or designee, is authorized to sign any documents necessary to accept a grant resulting from said application, after consultation with the City Attorney's Office; and the City Manager, or designee, is authorized to sign any documents related to a grant resulting from the application, including, but not limited to, revisions to the project scope, and revisions that increase, decrease or de-obligate program funds; and the City Manager, or designee, is authorized to explore funding sources and partnerships that leverage the strength of said application and any grant resulting from said application.



Goal 7.3 ENHANCE AND SUSTAIN EL PASO'S INFRASTRUCTURE NETWORK

FY 2025-2026 Section 5310: Enhanced Mobility for Seniors and Individuals with Disabilities Program

Mass Transit Department Board
September 10, 2024

What We Will Cover

- Paratransit Software
- FTA grant request details
- MTDB approval for grant matching funds



Paratransit Software

- Paratransit software is an essential component of managing daily trip scheduling and trip assignment for drivers.
- Sun Metro currently pays \$246,000 per year for paratransit software, funded by previously awarded grant for \$250,000 per year for two years.
- Sun Metro is applying for a FTA grant to cover software costs for FY25 and FY26.



Grant Request Details

MPO-FTA Two year grant FY 25 and FY 26

FY 25

- Grant amount: \$224,000
- City cash match amount: \$56,000
- Total project cost: \$280,000

FY 26

- Grant amount: \$224,000
- City cash match amount: \$56,000
- Total project cost: \$280,000

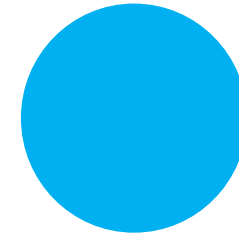
Transportation Development Credits (TDC)

- Sun Metro will pursue TDCs to substitute for City cost match amount with MPO.
- TXDOT makes final determination on whether to award TDCs.



Recommendation

Sun Metro requests that the Mass Transit Department Board authorizes the city manager to approve matching funds and the submission of grant project budget proposal to the Metropolitan Planning Organization (MPO) for FTA Section 5310 Enhanced Mobility for Seniors and Persons with Disabilities grant application.



MISSION



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

VISION



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



VALUES

Integrity, Respect, Excellence,
Accountability, People

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

AGENDA DATE: September 10, 2024
PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: 7.0 – Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 7.3 – Enhance a Regional Comprehensive Transportation System

SUBJECT:

Discussion and action on a Resolution that City staff is authorized to submit an application to the FY 2025-2026 El Paso Metropolitan Planning Organization (EPMPO) requesting funds from the Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Grant Program, in the amount of \$448,000 (\$224,000 per fiscal year) in total, with a required match of \$112,000 (\$56,000 per fiscal year) in total from the City, for the Sun Metro Paratransit Service Software Project; and that the City Manager, or designee, is authorized to sign any documents necessary for the proper submission of said application; and that the City Manager, or designee, is authorized to sign any documents necessary to accept a grant resulting from said application, after consultation with the City Attorney's Office; and the City Manager, or designee, is authorized to sign any documents related to a grant resulting from the application, including, but not limited to, revisions to the project scope, and revisions that increase, decrease or de-obligate program funds; and the City Manager, or designee, is authorized to explore funding sources and partnerships that leverage the strength of said application and any grant resulting from said application.

BACKGROUND / DISCUSSION:

Sun Metro previously applied for and was awarded funds from the FY 2023-2024 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Grant Program to purchase cloud-based software for the LIFT service. The department is now applying to the EPMPO/FTA for funds to purchase a different cloud-based software for the LIFT service. Additionally, the department will apply for transportation development credits (TDC) administered by the El Paso MPO to cover the \$56,000 per year cash match (\$112,000 total), if awarded.

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:

Jerry DeMuro for

Anthony DeKeyzer

Name

Jerry DeMuro

Signature

08/23/24

Date

RESOLUTION

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

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

(signatures begin on the following page)

APPROVED this _____ day of _____ 2024.

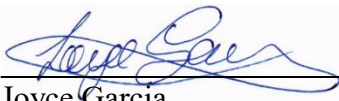
MASS TRANSIT DEPARTMENT BOARD:

Oscar Leeser, Chairman

ATTEST:

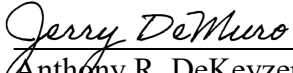
Laura D. Prine, Secretary

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:

Deputy Transit Officer
 for

Anthony R. DeKeyzer
Sun Metro/Mass Transit Department



City Manager's Office

MAYOR

Oscar Leeser

CITY COUNCIL**District 1**

Brian Kennedy

District 2

Dr. Josh Acevedo

District 3

Cassandra Hernandez

District 4

Joe Molinar

District 5

Isabel Salcido

District 6

Art Fierro

District 7

Henry Rivera

District 8

Chris Canales

CITY MANAGER

Dionne Mack

September 10, 2024

Mr. Eduardo Calvo
EPMPO-FTA 5310 RFP Project Manager
211 N. Florence Street, Suite 202
El Paso, Texas 79901

RE: City of El Paso Mass Transit Department (Sun Metro) application for FY 2025-2026 Competitive Funding Opportunity: FTA Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities

Dear Mr. Calvo:

The City of El Paso's Mass Transit Department, Sun Metro, respectfully seeks your support for the FY 2025-2026 Competitive Funding Opportunity: FTA Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities Grant Program. The project will focus on the purchase of cloud-based integrated software to elevate Sun Metro's paratransit service, Living Independently Facilitated Transportation (LIFT). The total grant request is \$224,000 per fiscal year (\$448,000 in total) and will have a local match of \$56,000 per fiscal year (\$112,000 in total).

Our plans to modernize Sun Metro and ensure a viable public transportation system, aligns with the City of El Paso's Strategic Plan to deliver exceptional services to support a high quality of life and place for our community. Currently, the LIFT is utilizing software that is not meeting the standards of the required service. Sun Metro's request for federal support would provide funding to purchase new cloud-based software for the purpose of ensuring accurate scheduling, on-time pick-ups and drop-offs, and ease of use for drivers and dispatchers.

The City of El Paso is considered a historically disadvantaged and low-income community. Therefore, public transportation is considered a lifeline for many individuals. The funding will ultimately provide seniors and individuals with disabilities reliable, accessible, and flexible paratransit service.

Thank you for your consideration of this request. If awarded, this project will help enhance Sun Metro's paratransit service, improve transit sustainability, and maximize our community's livability, economic development, and infrastructure.

Dionne Mack – City Manager
City Manager's Office • 300 N. Campbell • El Paso, TX 79901
915.212.0023 • citymanager@elpasotexas.gov



City Manager's Office

MAYOR

Oscar Leeser

Sincerely,

CITY COUNCIL**District 1**

Brian Kennedy

District 2

Dr. Josh Acevedo

District 3

Cassandra Hernandez

District 4

Joe Molinar

District 5

Isabel Salcido

District 6

Art Fierro

District 7

Henry Rivera

District 8

Chris Canales

CITY MANAGER

Dionne Mack

Dionne Mack
City Manager

cc: Ellen A. Smyth, Chief Transit and Fields Operation Officer

****Please submit on your official letterhead****

September 10, 2024

Mr. Eduardo Calvo
EPMPO-FTA 5310 RFP Project Manager
211 N. Florence Street, Suite 202
El Paso, Texas 79901

RE: City of El Paso Mass Transit Department (Sun Metro) application for FY 2025-2026 Competitive Funding Opportunity: FTA Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities

Dear Mr. Calvo:

Please accept this letter of support on behalf of The City of El Paso Mass Transit Department, Sun Metro application for the FY 2025-2026 FTA Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities Grant Program. The total project cost is \$280,000 per year (\$560,000) and will focus on the purchase of cloud-based integrated software for Sun Metro's paratransit service, Living Independently Facilitated Transportation (LIFT).

Sun Metro's current software does not accommodate the LIFT's needs and requirements. Sun Metro's request for capital funding to purchase new cloud-based software will allow flexible, prompt, and efficient LIFT services, creating an overall elevated experience for paratransit eligible clients and transit employees. Clients will have peace of mind knowing their ride will be on-time and drivers will have confidence in a user-friendly management system.

The City of El Paso is home to the largest public transit provider in West Texas along the U.S. – Mexico border. A substantial proportion of our community rely on Sun Metro for their daily commute – specifically seniors and individuals with disabilities who are low-income and eligible for paratransit service. The funding will improve the efficiency of the LIFT service and connect vulnerable populations to reliable transportation services.

Thank you for your leadership and commitment to helping the El Paso community maintain and sustain our public transit system. Furthermore, thank you for your consideration and I hope this letter of support will aid in the application process for the Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities. Please do not hesitate to contact my office if you have any questions.

Sincerely,

Oscar Leeser
Mayor