

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

CITY CLERK DEPT
2019 APR 24 PM 1:49

DEPARTMENT: Sun Metro / Mass Transit
AGENDA DATE: April 30, 2019
CONTACT PERSON/PHONE: Ted Marquez, Deputy City Manager 212-1831
Tracey Jerome, Managing Director of Museums & Cultural Affairs,
Library & Tourism 212-1873
DISTRICT(S) AFFECTED: All Districts
STRATEGIC GOAL: Goal 7 – Enhance and Sustain El Paso's Infrastructure Network

SUBJECT:

Resolution that the City Manager be authorized to enter into the Fourth Amendment to Sun Metro Mass Transit Management Services Agreement for Fixed Route Transit with First Transit, Inc., to require the development of a Comprehensive Plan that further delineates the duties and performance measures of the Mass Transit/Sun Metro Director and the Assistant Director for Streetcar Operations related to the operational phase of the streetcar program and the fixed route.

BACKGROUND / DISCUSSION:

The City desires to establish a Comprehensive Plan for First Transit to address various areas of service provided by First Transit related to the Fixed Route and the Streetcar Program.

SELECTION SUMMARY:

N/A

PROTEST

- No protest received for this requirement.
- Protest received.

COUNCIL REPRESENTATIVE BRIEFING:

Was a briefing provided? Yes or Not Applicable (Routine)
If yes, select the applicable districts.

- District 1
- District 2
- District 3
- District 4
- District 5

- District 6
- District 7
- District 8
- All Districts

CITY CLERK DEPT
2019 APR 24 PM1:50

PRIOR COUNCIL ACTION:

City of El Paso entered into a Third Amendment with First Transit on June 12, 2018.

AMOUNT AND SOURCE OF FUNDING:

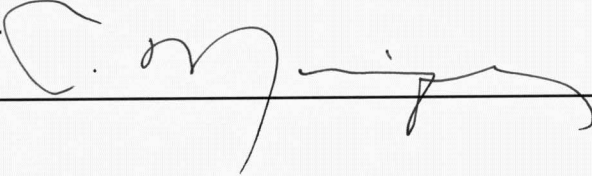
N/A

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:



RESOLUTION

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

That the City Manager be authorized to enter into the Fourth Amendment to Sun Metro Mass Transit Management Services Agreement for Fixed Route Transit with First Transit, Inc., to require the development of a Comprehensive Plan that further delineates the duties and performance measures of the Mass Transit/Sun Metro Director and the Assistant Director for Streetcar Operations related to the operational phase of the streetcar program and the fixed route.

ADOPTED THIS _____ DAY OF _____ 2019.

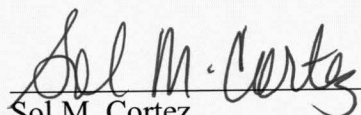
CITY OF EL PASO:

Dee Margo
Mayor

ATTEST:

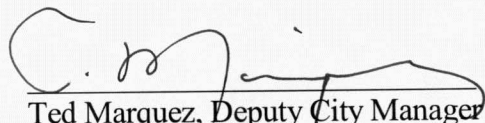
Laura Prine
City Clerk

APPROVED AS TO FORM:



Sol M. Cortez
Senior Assistant City Attorney

APPROVED AS TO CONTENT



Ted Marquez, Deputy City Manager
Public Works and Transportation

THE STATE OF TEXAS)
)
COUNTY OF EL PASO) **FOURTH AMENDMENT TO SUN METRO MASS
TRANSIT MANAGEMENT SERVICES AGREEMENT
FOR FIXED ROUTE TRANSIT WITH FIRST TRANSIT INC.**

This Fourth Amendment to Sun Metro Mass Transit Management Services Agreement for Fixed Route Transit, Inc. is made this _____ day of _____, 2019, by and between the City of El Paso through the Mass Transit Department Board of the City of El Paso ("City") and First Transit, Inc. a Delaware Corporation (the "*Company*" or "*First Transit*").

WHEREAS, on May 15, 2012, the City of El Paso entered into Contract 2012-040R Sun Metro Mass Transit Management Services ("Contract") with First Transit, Inc. ("First Transit") to provide Transit Management Services for Fixed Route Transit; and

WHEREAS, on March 8, 2016, the City entered into the First Amendment to the Contract pursuant Section IV of the Contract, to add an Assistant Director for Streetcar Operations position as additional management personnel under the Contract; and

WHEREAS, on March 8, 2016, the City authorized the City Manager to exercise the option to extend the Contract for an additional two (2) years; and

WHEREAS, Section VII of the Contract allows for the City to request special services which automatically become part of the Contract upon approval and upon appropriation of funding; and

WHEREAS, on March 1, 2018, the City entered into the Second Amendment to the Contract for First Transit to provide bus line inspection services and post-delivery audit services administratively through the authority delegated in Section VII of the Contract; and

WHEREAS, on June 12, 2018, the City entered into the Third Amendment to the Contract for First Transit to develop Standard Operating Procedures and required Federal Transit Administration ("FTA") documentation necessary for the implementation of the Streetcar Project; and

WHEREAS, on November 6, 2018, the City's Streetcar Project became fully operational offering revenue services; and

WHEREAS, the City desires to enter into the Fourth Amendment to the Contract to require the development of a Comprehensive Plan that further delineates the duties and performance measures of the Mass Transit/Sun Metro Director and the Assistant Director for Streetcar Operations related to the operational phase of the streetcar program and the fixed route; and

NOW THEREFORE, in consideration of the mutual promises set forth in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. COMPREHENSIVE PLAN. First Transit will deliver to the City a comprehensive plan that will address the following areas:

- **Transit System Finances-** First Transit shall propose a plan to address financial operations of the fixed route and streetcar program. . The plan must include key performance measures, detailed timeline of deliverables, and proposed methodologies.
- **Service Efficiencies-** First Transit shall propose a plan to increase the efficiency of the services provided by First Transit. The plan must include key performance measures, detailed timeline of deliverables and proposed methodologies.
- **Transit Programming-** First Transit shall propose a transit-programming plan for the fixed and streetcar program. The plan should address how First Transit will collaborate with City staff and external suppliers to achieve high-quality programming that will build, support and strengthen the City's transit brand recognition. The plan must include key performance measures, detailed timeline of deliverables and proposed methodologies.
- **Annual Ridership and Revenue Projections-** First Transit shall propose the ridership and revenue projections for the fixed route and streetcar program. The plan must include key performance measures, detailed timeline of deliverables and proposed methodologies to achieve the projections accepted by the City.
- **Customer Service-** First Transit shall propose a plan to improve the level of service provided to both internal and external customers of the fixed route and streetcar. The plan must include key performance measures, detailed timeline of deliverables and proposed methodologies to achieve the projections accepted by the City.
- **Management Participation-** First Transit shall propose an improvement plan that addresses First Transit's participation as a member of the City Manager's management team. The plan shall address First Transit's attendance and presentation at City Council meetings and other meetings as deemed necessary by the City. First Transit shall also proposed how to improve its communication and collaboration with the City regarding mass transit needs and issues related to the fixed route and streetcar program. The plan must include key performance measures, detailed timeline of deliverables and proposed methodologies to achieve the projections accepted by the City.
- **Sun Metro Department Management-** First Transit shall propose an improvement plan for the management of the Sun Metro Department staff and operations of the fixed route and streetcar program. The plan should address the vision and leadership goals for the Sun Metro Department. The plan shall propose key performance measures, detailed timeline of deliverables and proposed methodologies to achieve the projections accepted by the City.

First Transit shall deliver the Comprehensive Plan for the City's consideration within 30 calendar days of the execution of this Fourth Amendment. The City will provide First Transit feedback on the proposed Comprehensive Plan. First Transit will collaborate with City staff designated by the City Manager and will work to finalize an acceptable Comprehensive Plan. It will be at the City's discretion what constitutes an acceptable Comprehensive Plan.

First Transit understands that the City expects adherence to the performance of the accepted Comprehensive Plan. Failure to perform in accordance with the accepted Comprehensive Plan shall be basis for termination of the Agreement for default.

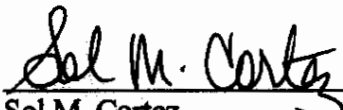
2. **TERMS AND CONDITIONS.** All terms and conditions of the Contract and all subsequent Amendments thereto, except as herein revised, shall remain in full force and effect.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

THE CITY OF EL PASO

Tomás González
City Manager

APPROVED AS TO FORM:



Sol M. Cortez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Ted Marquez, Deputy City Manager
Public Works and Transportation

FIRST TRANSIT, INC.

Jarod Varner
Region Vice President