

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

**DEPARTMENT:** MASS TRANSIT DEPARTMENT (SUN METRO)  
**AGENDA DATE:** September 11, 2012  
**CONTACT PERSON/PHONE:** JANE SHANG, DEPUTY CITY MANAGER, 541-4327  
BRUCE D. COLLINS, PURCHASING MANAGER, 541-4313  
**DISTRICT (S) AFFECTED:** ALL

**SUBJECT:**

Sun Metro is seeking Mass Transit Board authorization to use available and trained MV LIFT staff at a cost not to exceed \$140,034, prior to the service commencement date of November 11, 2012; said amount will be paid from the 5-Year special allowance allocation of \$2,530,693 previously authorized on May 15, 2012. Sun Metro shall realize savings dependent on employee numbers and actual start dates.

**BACKGROUND / DISCUSSION:**

Sun Metro's original intent was to hire temporary employees to back-fill LIFT positions for staff re-assigned to Sun Metro fixed route or other City Departments. However, as we get closer to the November 11, 2012 transition date for MV (MV Transportation, Inc.) to take over LIFT operations, it has become nearly impossible to hire and train temporary employees. Few individuals are interested in accepting employment for only approximately two months. MV's contract includes the hiring and training of required LIFT personnel. MV is willing to provide staff to fill the vacancies resulting from said re-assignment of City LIFT staff, benefitting current City employees by allowing their re-assignment to City positions as positions become available, rather than waiting until November 10, 2012. Further, the backfilling by MV will allow LIFT service levels to be maintained. Finally, the City shall realize savings due to MV's labor structure.

**SELECTION SUMMARY:**

N/A

**PRIOR COUNCIL ACTION:**

Awarded RFP 2012-040R for LIFT Paratransit Services on May 15, 2012.

**AMOUNT AND SOURCE OF FUNDING:**

\$140,034  
60600001-502207-40345-P6009 Sun Metro Operating Funds

**BOARD / COMMISSION ACTION:**

N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

DEPARTMENT HEAD:

Name

Signature

Date

*Alvaro J. Baranil* 9/6/12

**COUNCIL PROJECT FORM  
(RESOLUTION)**

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

Please place the following item on the **CONSENT** agenda (under **RESOLUTIONS**) for the Council Meeting of **SEPTEMBER 11, 2012**.

That the City Manager be authorized to sign First Amendment to Sun Metro Mass Transit Agreement for Lift Paratransit Services with MV Contract Transportation, Inc., dated May 15, 2012, by and between the City of El Paso ("*Sun Metro*") and MV Contract Transportation, Inc., to provide labor hours as needed for LIFT coach operators, supervisors, call center dispatchers, and mechanics during the Transition Period starting September 24, 2012 through November 10, 2012 to perform corresponding duties at the LIFT for an amount not to exceed \$140,034.00 during the Transition Period of the Agreement, and that the special allowance of \$2,530,693 be reduced by \$140,034.00 which will be allocated to these additional services as needed; and 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 agreement.

Department: Mass Transit Department (Sun Metro)  
Districts(s): ALL

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

**RESOLUTION**

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

That the City Manager be authorized to sign First Amendment to Sun Metro Mass Transit Agreement for Lift Paratransit Services with MV Contract Transportation, Inc, dated May 15, 2012, by and between the City of El Paso ("*Sun Metro*") and MV Contract Transportation, Inc. to provide labor hours as needed for LIFT coach operators, supervisors, call center dispatchers, and mechanics during the Transition Period starting September 24, 2012 through November 10, 2012 to perform corresponding duties at the LIFT for an amount not to exceed \$140,034.00 during the Transition Period of the Agreement, and that the special allowance of \$2,530,693 be reduced by \$140,034.00 which will be allocated to these additional services as needed; and 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 agreement.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2012.

CITY OF EL PASO:

\_\_\_\_\_  
John F. Cook,  
Mayor

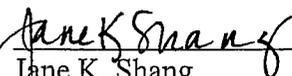
ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen,  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Sol M. Cortez  
Assistant City Attorney

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
Jane K. Shang  
Deputy City Manager

CITY CLERK DEPT.  
2012 SEP - 6 PM 4:42



**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. **TRANSITION.** The Company shall provide labor hours as needed for LIFT coach operators, supervisors, call center dispatchers, and mechanics during the Transition Period starting September 24, 2012 through November 10, 2012 to perform corresponding duties at the LIFT. The employees performing the corresponding LIFT services and duties shall be MV employees. The estimated number of positions and compensation rate of these additional services during the Transition Period are further described in Attachment "A" to this First Amendment. The number of positions and hours of service are subject to change based on the services needed by Sun Metro but the compensation for these additional services shall not exceed \$140,034.00.
  
2. **COMPENSATION AND METHOD OF PAYMENT.** Each year a contingency amount of 9.446%, instead of 10%, based on revenue hours shall be established for additional hours of service or additional call taker labor hour. The reduction of the contingency amount is to accommodate the additional services provided by MV during the Transition Period of the Agreement.
  
3. **TERMS AND CONDITIONS.** All terms and conditions of the Agreement and all subsequent Amendments thereto, except as herein revised, shall remain in full force and effect.

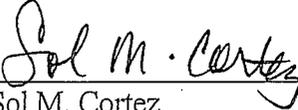
(Signatures shall begin on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

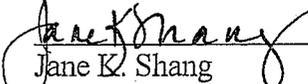
THE CITY OF EL PASO

\_\_\_\_\_  
Joyce A. Wilson  
City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Sol M. Cortez  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Jane K. Shang  
Deputy City Manager

  
\_\_\_\_\_  
MV CONTRACT TRANSPORTATION, INC.  
Brad Cornelson  
CFO

**ATTACHMENT A**

Labor Hours Requested of MV					
Position	Rate of pay	Loaded Rate 15.20%	Hrs for 7 wks	Quantity	Total Cost
Driver	9.50	12.84*	285	26	95,144.40
Supervisors	15.50	17.86	280	2	10,001.60
Dispatcher	15.50	17.86	280	1	5,000.80
Mechanics	15.44	17.79	280	6	29,887.20

\* Drivers loaded rate includes additional liability insurances

Total            140,034.00

**\*Quantity and hours of service in the various positions may change subject to the services needed by Sun Metro.**