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FIRST AMENDMENT TO FUELING AGREEMENT

COUNTY OF EL PASO)

This First Amendment to Fueling Agreement (“**First Amendment**”) is between the City of El Paso, Texas acting by and through its Mass Transit Department Board (“**Sun Metro**”) and the County of El Paso, Texas (“**County**”).

WHEREAS, on April 2, 2019, Sun Metro and the County entered into a Fueling Agreement (the “**Agreement**”) to provide the County CNG fuel for the County’s vehicles; and

WHEREAS, the parties wish to amend the Agreement to update the locations for fueling.

NOW THEREFORE, the parties agree as follows:

1. The third “WHEREAS” in the Agreement is amended to read as follows:

WHEREAS, Sun Metro does currently have CNG fueling facilities at the Sun Metro Bicentennial Council Transit Operations Center, located at 10151 Montana Ave, El Paso, TX. 79925 (“**Montana**”) and the Lift Facility located at 5081 Fred Wilson, El Paso, TX 79906 (“**Lift**”) facilities, which the parties believe are adequate for fueling the County’s new vehicles; and

2. The fourth “WHEREAS” in the Agreement is amended to read as follows:

WHEREAS, Sun Metro and the County are interested in entering into an agreement in which the County's vehicles may receive CNG fuel from Sun Metro's Montana and Lift facilities in furtherance of the development of additional public transportation options for the El Paso region, and such cooperation is deemed a public benefit for the region; and

3. Attachment “A” of the Agreement is replaced in its entirety with Attachment “A” attached to this First Amendment.
4. This First Amendment becomes Effective as of the Date of Sun Metro’s signature below.
5. Except as amended in this First Amendment, the Agreement remains in full force and effect.

[Signatures begin on the following page]

THE CITY OF EL PASO MASS TRANSIT DEPARTMENT

Dee Margo

Chairman

Date Signed: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Omar A. De La Rosa
Assistant City Attorney

Ellen Smyth, Director
Mass Transit Department

[County signatures begin on the following page]

THE COUNTY OF EL PASO

Richard Samaniego
County Judge

APPROVED AS TO FORM:

Kevin McCary
Assistant County Attorney

APPROVED AS TO CONTENT:

Sal Alonzo
Transportation Program Engineer
El Paso County Transit

[Attachment A begins on following page]

ATTACHMENT “A”

COUNTY REFUELING PROCEDURES AT SUN METRO’S MONTANA AND LIFT FACILITIES

- **COUNTY EMPLOYEES WILL NOT BE ALLOWED TO REFUEL THEIR OWN VEHICLE AT ANY TIME. ONLY SUN METRO EMPLOYEES SHALL DISPENSE FUEL AT THE MONTANA OR LIFT FACILITY.**

- The County may not bring passengers into the Sun Metro Bicentennial Council Transit Operations Center, located at 10151 Montana Ave, El Paso, TX. 79925, (“Montana”) or into the Sun Metro Lift Facility located at 5081 Fred Wilson, El Paso, TX 79906, (“Downtown”) fueling facilities when fueling. The County vehicle’s operator (the “Operator”) will ensure that there are no persons on-board the vehicle during the refueling process, including the operator and any passengers. After vehicle is staged, shut off and secured at the fuel pump the Operator will exit and give all of the necessary vehicle information to the refueler and wait for the vehicle to be refueled away from the refueling process. This is a safety issue and must be adhered to at all times.

- Sun Metro’s refueling employee will not be responsible for checking any of the fluids levels in the engine compartment of the vehicle, as Sun Metro’s activities shall be strictly limited to refueling. If the Operator is required to check fluids he/she should wait until all the refueling process is completed and move the vehicle away from the refueling island to a location authorized by Sun Metro. The Operator shall then shut the vehicle off and secure the vehicle. Only then may the Operator proceed to check the fluids of the vehicle. If the County vehicle needs additional fluids to be topped off the operator should have all the necessary tools and fluids with them at the time of refueling. Sun Metro shall not provide any tools, fluids or other assistance for the County vehicle.

- Sun Metro will not stock any fluids required for the County vehicle(s) with the exception of natural gas fuel.

- Refueling will be performed at the Sun Metro’s Montana and Lift Facilities. The Operator will enter the Facilities only from Montana Ave. or Fred Wilson. (respectively) and not exceed the posted 5 M.P.H. speed limit at anytime while the County vehicle is on the Facility’s property.

- After entering either of the Facilities the Operator will proceed to the refueling area. In the event there are other vehicles being refueled, the Operator shall wait in-line. No additional priority will be given to the County vehicle outside the first come first served process.
- Refueling will be available to the County from Monday through Friday 5:00 a.m. to 10:00 p.m., but will be limited to those days and at times as agreed upon by the County and the Director from time to time. The County agrees to fuel on those days and at those times that cause minimal disruption to Sun Metro operations, which may include fueling in late evening or early morning.
- If Sun Metro's refueling employee is not at the refueling pumps when the Operator arrives at either Facility, the Operator will shut off and secure his/her vehicle at the refueling pumps and walk to the maintenance building to make contact for assistance. At no time should the Operator drive the county vehicle to the maintenance facility to make contact. This causes increased risk for an accident.
- The Operator shall print and sign his/her name on the Sun Metro refueling record. Likewise, the Sun Metro refueler must print and sign his/her name on any applicable County records.
- At no time during the refueling process or otherwise should the Operator loiter, interrupt or otherwise disrupt the maintenance or operational activities at either Facility.

(END OF ATTACHMENT)