

## **MIGRANT LONG DISTANCE TRANSPORT SUPPORT AGREEMENT**

This Migrant Long Distance Transport Support Agreement (“Agreement”) is made and entered into by and between the County of El Paso, Texas (“County”), a political subdivision of the State of Texas, and Misioneros, Inc. (“Contractor”), a company incorporated in the State of Texas. The County and the Contractor are also referred to herein as a “Party” and collectively as the “Parties.”

**WHEREAS**, the County is a duly organized political subdivision of the State of Texas, engaged in the administration of county government and related services for the benefit of its citizens of the County; and

**WHEREAS**, on May 11, 2023, Title 42 of U.S. Code Section 265 of the Public Health Services Act of 1994 was lifted and has resulted in increased migration through El Paso County; and

**WHEREAS**, despite concerted cross-government and non-governmental efforts, when the volume of arriving migrants exceeds local resources, large number of migrants risk being released into local streets; and

**WHEREAS**, due to a lack of financial means to secure food, shelter, and transportation many migrants released without further assistance remain in El Paso longer and in more extreme and often unsanitary conditions; and

**WHEREAS**, migrants unfamiliar with the area traveling throughout the County on foot risk causing and falling victim to vehicular accidents; and

**WHEREAS**, without support, migrants lacking adequate funds to travel may more easily fall prey to human trafficking schemes; and

**WHEREAS**, many migrants lack the funding to purchase travel out of El Paso but may have enough financial support to purchase tickets from another travel hub such as Houston, Dallas, Austin and Denver that offer cheaper travel fares to a migrant’s final destination; and

**WHEREAS**, on January 29, 2024, the El Paso County Commissioners Court unanimously approved the award recommendation of Bid 24-005 (the “Bid”) for Long Distance Charter Services for the County of El Paso to Misioneros, Inc.; and

**WHEREAS**, beginning on February 5, 2024, the Parties entered into an Agreement for Migrant Long Distance Support Agreement (2024-0083; the “Agreement”) which continued through August 4, 2024, unless renewed for a period ranging between six months to one year, so long as total renewals did not extend for more than a total of five (5) Years; and

**WHEREAS**, despite the Parties desire to continue the Agreement, the Agreement lapsed before the Parties could extend the same; and

**WHEREAS**, the Parties now desire to re-institute the Agreement based on Bid 24-005 by restating the Agreement; and

**WHEREAS**, the Parties hereby restate this Agreement to allow for the immediate provision of long distance transport support to migrants needing to reach various travel hubs in order to arrive at their final destination.

**NOW THEREFORE**, in light of mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

#### **SECTION 1. ADOPTION OF RECITALS.**

The above stated recitals are incorporated herein by reference, are hereby made a part of this Agreement, and shall be as effective as if repeated verbatim.

#### **SECTION 2. TERM.**

This Agreement shall commence on August 4, 2024, regardless of the date of execution of this Agreement and shall end on August 3, 2025. The County shall have the option to renew this agreement for a period ranging between six months to one year, upon Commissioners Court approval and funding availability. The Agreement may not be renewed for more than a cumulative total of four (4) years. Absent an amendment, each renewal is approved on the same terms and conditions contained in this Agreement by providing written notice to the Contractor.

#### **SECTION 3. PURPOSE.**

In response to the influx of arriving migrants, the County, with the Contractor's assistance, seeks to facilitate migrants' travel to various travel hubs outside of El Paso, including Houston, Dallas, Austin, and Denver, in order to enable migrants and their corresponding sponsors to purchase more affordable flights to a migrant's final destination. The services performed under this Agreement shall be based on migrant arrivals and demand.

#### **SECTION 4. SCOPE OF SERVICES.**

Services to be provided by the Contractor to the County shall consist of providing long distance charter services, to include both vehicles and drivers, as follows:

- A. On Demand Service. Contractor understands that transportation is dependent on fluctuating numbers of arriving asylum seekers and as such, the County Office of New Americans, or its designee, will notify the Contractor when transportation services are needed and the locations for pick-up and drop-off. The County does not guarantee a minimum number of trips pursuant to this Agreement.
  - 1. Contractor must deploy a Coach to the identified Travel Hub with advance notice that may range between 24 hours to 36 hours.
  - 2. The County maintains the right to revise or cancel trips due to dangerous weather conditions, including but not limited to snow fall, fog, strong winds; the County shall strive to provide at least two (2) hours' notice prior to pick-up.

3. The County maintains the right to revise departure and return times, trip intervals and number of trips to a given Travel Hub without additional cost to the County.
  4. Contractor will accept cancellations which the County shall strive to provide notice of within 12 hours of departure.
- B. Pick-up and Drop-Off Locations. The County's Office of New Americans will provide the Contractor pick-up and drop-off location addresses within El Paso County and the Travel Hub. The County's Office of New Americans or designee will also provide corresponding pick-up and drop-off times, as well as the travel manifest.
1. Contractor is responsible for adhering to identified pick-up and drop-off times. In the event a Coach is unable to meet established pick-up or drop-off times, the Contractor will make alternate arrangements to ensure that the Contractor mitigates any delay.
  2. Contractor is responsible for reimbursing any passenger(s) that incurs travel costs for missed travel as a result of Contractor's failure to reach a Travel Hub at the County designated drop-off time.
- C. Coach Availability. The Contractor shall have up to four coach style buses available on a daily basis to travel to any of the identified Travel Hubs (i.e., Houston, Dallas, Denver & Austin) on an on demand basis.
- D. Operations. Contractor must be able to operate at the availability levels identified in this Section, seven (7) days a week, including holidays.
- E. Coach Features. Coaches must be clean and safe to operate. Each Coach must have all industry standard features for long distance travel and ensure that passengers travel comfortably.
1. Each Coach must:
    - a. Seat 50 to 52 passengers.
    - b. Have the following functioning features:
      - i. Seat belts for each passenger.
      - ii. Heat and air conditioning.
      - iii. Overhead baggage storage.
  2. At least two (2) Coaches must be equipped with functioning wheelchair lifts that allow persons with wheelchairs to board.
- F. Compliance. Contractor will ensure that all transport provided pursuant to this Agreement is provided in compliance with applicable federal, state, and local laws and regulations.

1. Coaches will comply with the American Disabilities Act (ADA) Accessibility Guidelines for Transportation Vehicles (36 C.F.R. 1192), Federal Motor Vehicle Safety Standards (49 C.F.R. 571), Interstate Commerce specifications and local specifications pertaining to safety standards, emission requirements and handicap provisions.

G. Service Standards. During the term of this Agreement, the obligations of Contractor hereunder shall be provided in accordance with the highest standards of competence, care, and concern for the welfare and needs of County clients and passengers and in accordance with the laws, rules and regulations of all governmental authorities having jurisdiction. All Coach operators and staff will interact with County staff and passengers in a courteous and helpful manner, and refrain from exhibiting belligerent behavior or use of profanity.

1. Contractor and its operators and staff shall refrain from discriminating against any County employee, staff or passenger on the basis of citizenship, religion, pregnancy, age, sex, gender, religion, national origin, physical or mental disability, or sexual orientation.
2. Contractor and its operators and staff shall refrain from participating in or promoting sexual harassment which includes but is not limited to, vulgar comments, looks, or gestures, romantic or lewd advances, displaying or playing media with sexual references, or touching another without consent.
3. Contractor and its operators and staff shall maintain a strictly professional relationship with all passengers subject to this Agreement. Contractor may not make any romantic or lewd advances of any nature towards any passenger. This includes but is not limited to giving a passenger preferential treatment.
4. Aside from restroom or meal breaks, the Contractor shall not make stop(s) or detours requested by individual passengers.
5. The Coach operator will communicate any transport rules, policies and consequences for violations of the same to the migrants prior to departing El Paso.
6. The Contractor will ensure that all operators know and understand that a migrant is free to discontinue his or her travel at any point; however, the Contractor and its operator may disallow a migrant to reboard the Coach if the migrant debarks that Coach at a stop other than a rest or meal stop.
7. The Contractor and its operator reserves the right to remove any migrant that disrupts travel or threatens the Coach's ability to reach the ticketed travel hub city in time.

8. In the event a migrant requires urgent medical care while on the Coach, the operator will stop the Coach, call 9-1-1, and wait for emergency personnel to collect the affected migrant.
9. The Contractor is responsible for maintaining decorum and safety rules aboard a Coach. Prior to deboarding any passenger for a violation of the aforementioned, the Contractor shall ensure the passenger first receives a warning and informs the County or its designated agent.

H. Communication. Contractor will designate a point of contact (“POC”) to receive all requests pursuant to this Agreement. The POC must timely respond to all County or designee calls or emails within the same day, but in no event later than 24 hours. The POC may designate an alternate POC in the event the identified POC will be unavailable for more than twenty-four hours.

I. Contractor Staff.

1. Contractor will recruit, hire, and deploy experienced and licensed operators (“Operators” or “Drivers”) to operate Coaches to and from Travel Hubs.
2. Contract drivers must have passed a Criminal Background Check and Drug Screening in accordance with federal and state regulations.
3. Contractor will hire experienced drivers who have at a minimum received training in the following areas:
  - a. Defensive Driving
  - b. Passenger Assistance Safety and Sensitivity
  - c. Wheelchair Securement
  - d. How to call for Emergency Services
  - e. Cultural Sensitivity and Abuse and Exploitation Prevention Training

J. Travel Updates.

1. Contractor will provide the County an electronic link to monitor coach real-time location and Estimated Time of Arrival.
2. Contractor will notify the County of Office of New Americans of any medical incidents, disturbances of the peace, interactions with law enforcement, or the early departure of any passengers at the completion of any trip.

**SECTION 5. COMPENSATION.**

- A. Service cost per Coach shall be according to the below.

		Misioneros Inc. El Paso, TX
Line #	Description	Fees per Trip
1	Houston Charter	\$6,300.00
2	Dallas Charter	\$5,500.00
3	Denver Charter	\$6,100.00
4	Austin Charter	\$5,500.00

- B. Contractor shall submit a detailed invoice to the County upon completion of each trip to a Travel Hub. County shall reimburse Contractor within thirty (30) business days, excluding County holidays, after receipt of an invoice and all necessary documentation, including required reporting. Payment may be withheld until the County receives accurate and adequate reporting and documentation as required by this Agreement. Further, failure to submit the invoice or documentation required by this Agreement more than fifteen (15) business days after transport may result in rejection of a request for reimbursement.
- C. Non-reimbursable Fees. The Contractor is responsible for paying all toll charges, licenses, fees, taxes, violation fines, fuel, parking, staffing costs, driver shift change costs, driver meals and lodging, driver gratuity, taxes, insurance, and repair costs incurred in its performance of this Agreement. The County will not reimburse Contractor for any fees or costs beyond the service cost per Coach identified in paragraph A of this Section.
- D. Cancellation Fees. The County shall not pay any cancellation fees but shall at all times strive to provide adequate notice to the Contractor.
- E. The Contractor will not charge any individual passengers a fee for transport services. The Contractor will also refrain from allowing any individual not on the manifest provided by the County to board the Coach.
- F. The Parties understand that there may be days when no Coach is scheduled; the County shall not be charged for days on which travel is not scheduled.
- G. The County will only pay for passenger travel to designated travel hubs and not the return of any empty Coach to El Paso.
- H. The Parties acknowledge and recognize that the County may seek Emergency Food & Shelter Program (“EFSP”), Shelter & Services Program (“SSP”) and/or Federal Emergency Management Agency (“FEMA”) reimbursement. The Contractor will work with the County to ensure the County is able to comply with all EFSP/SSP/FEMA

requirements. Contractor will collect and maintain a driver log with information required by the corresponding federal funding program.

#### **SECTION 6. REPORTS AND RECORDS.**

Contractor must adhere to the following reports and record requirements:

- A. The Contractor shall provide invoiced services and service reports for every 30-calendar day period. The report should include a daily log of the number of migrants served on each trip, and Travel Hub destination information related to the transport pursuant to this Agreement each report cycle. Documentation supporting the report made subject to this section must be maintained and may be requested by the County or federal program auditors.
- B. Collect and maintain a passenger log (Appendix A).

#### **SECTION 6. TERMINATION.**

- A. Either Party may terminate this Agreement, with or without cause, upon seven calendar (7) days written notice to the other Party.
- B. Alternatively, the Parties may mutually agree to terminate the Agreement before its expiration at a date that is agreed upon by both Parties in writing.
- C. In the event the County lacks continued federal funding to pay for ongoing services, the Chief County Administrator may provide written notice of immediate termination.
- D. The County shall pay Contractor for any services provided prior to termination.

#### **SECTION 7. NOTICES.**

All notices, communications and reports under this Agreement shall be deemed received upon the date of email or mailing, to the respective parties at the respective addresses shown below, unless and until either party is otherwise notified in writing.

**CONTRACTOR:** MISIONEROS, INC.  
Attn: Jose Gomez, President  
7320 Alameda Ave.  
El Paso, Texas 79915  
[misioneros@sbcglobal.net](mailto:misioneros@sbcglobal.net)  
  
Robert Yepen  
1372 Silver Gate Pl.  
El Paso, Texas 79936

**COUNTY:** THE COUNTY OF EL PASO  
Attn: County Administrator  
Address: 500 E. San Antonio, Suite 302A  
El Paso, Texas 79901

Office of New Americans  
Address: 6314 Delta Dr.  
Attn: Lorey Gonzalez-Flores  
El Paso, Texas 79905  
Email: [LoFlores@epcountytexas.gov](mailto:LoFlores@epcountytexas.gov)  
Phone: 915-775-2718

#### **SECTION 8. INDEMNIFICATION.**

A. CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL DEMANDS, LIABILITIES, LOSSES, SUITS, CLAIMS, ACTIONS, COSTS, FINES, OR PENALTIES, OF ANY NATURE WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, RESULTING FROM INJURY OR DEATH OF ANY PERSON, DAMAGE TO ANY PROPERTY, BREACH OF THIS AGREEMENT, TO THE EXTENT ATTRIBUTABLE TO THE NEGLIGENCE, ERROR OR OMISSION OF CONTRACTOR, THEIR EMPLOYEES, OR AGENTS.

B. Contractor shall give the County reasonable and prompt notice of any such demands, claims, fines, penalties, costs, or actions. The provisions of this section shall survive the expiration or early termination of this Agreement.

#### **SECTION 9. AUDITING RECORDS AND INSPECTION.**

Contractor will keep all records related to this Agreement for a period of five (5) years after final payment is made. Contractor will allow the County, the administrator for the EFSP Program, federal Inspectors General, and/or the Comptroller of the United States to inspect all records reasonably related to this Agreement within a reasonable amount of time from Contractor's receipt of written request. Contractor will provide copies to the requesting party of any records requested at Contractor's expense. Further, Contractor will allow timely and reasonable access to the County, Granting Agency, grant administrator, federal Inspectors General, and/or the Comptroller of the United States' personnel for the purpose of interview and discussion related to such documents. Contractor shall maintain appropriate records for the periods required by law to provide accountability of all expenditures of grant funds, reporting measures, and funds received from the County under this Agreement. Records maintained by Contractor will, at a minimum, identify the supporting documentation prepared by Contractor and received by the County, to permit an audit of Contractor's accounting systems and payment verification with respect to the expenditure of any funds paid under this Agreement.

#### **SECTION 10. MISCELLANEOUS PROVISIONS.**

A. Law and Venue. The laws of the State of Texas shall govern this Agreement, except where clearly superseded by federal law. Exclusive venue of any dispute shall be in a state court of competent jurisdiction in El Paso County, Texas.



- B. No Assignment. Contractor may not assign this Agreement nor any components thereof. Contractor must directly operate and manage the transport service provided to the County and may not subcontract the provisions of any transport services identified herein.
- C. Confidentiality and Compliance with the Law. Contractor agrees that all client information shall be treated in accordance with all State and Federal laws concerning the confidentiality of client information.
- D. Sharing of Information. Each Party agrees as a condition to obtaining certain confidential, special and unique client information, that they will use the client information obtained from the other Party solely for purposes consistent with the Scope of Services identified in this Agreement. The Parties further agree (1) that they will hold the client information provided to them in confidence; and (2) that they will not disclose the client information provided to them to any other person, except accountants, agents, attorneys, officers, directors, members, managers and employees of the Parties who need to know the disclosed information for reasons consistent with the relationship between the Parties, and in accordance with State and Federal laws.
- E. Independent Contractor. Nothing contained herein shall be construed as creating a relationship of employer and employee between Contractor and the County, insofar as the County will not direct Contractor in the performance of its services or in any manner interfere with the professional judgment of Contractor. Contractor shall be deemed at all times to be an independent contractor.
1. Contractor shall not be included in any employee retirement or fringe benefit plan and will not be covered by Worker's Compensation Coverage. The County will not withhold monies for State and Federal Income Tax or Social Security Payments, and the fees stipulated herein shall be paid in full to Contractor without deductions of any kind.
  2. Contractor shall be responsible for payment of Social Security and State and federal Income Taxes.
- F. Nondiscrimination. Contractor certifies that it will comply fully with the non-discrimination and equal opportunity provisions of Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990, as amended; and with all applicable requirements imposed by FEMA or EFSP program requirements.
- G. Insurance-Vehicular. Contractor shall provide at Contractor's sole cost and expense throughout the entire term of this Agreement, a policy of liability protection against any loss, liability or damage because of Contractor's Agents, Servants, or Employees' operation of the Coach.

H. Insurance-General Liability. Contractor hereby agrees to maintain liability insurance, the limits of which shall be not less than ONE MILLION DOLLARS (\$1,000,000.00) for each incident and THREE MILLION DOLLARS (\$3,000,000.00) aggregate. Alternatively, the Parties may agree to accept the Contractor's current insurance coverage.

1. County shall be named as an additional insured on all policies.
2. Contractor shall furnish County with certificates of insurance or other evidence acceptable to County demonstrating that the required coverage is in effect and that such coverage shall not be cancelled without 30 calendar days prior written notice to the County.
3. Contractor further agrees to provide County with a copy of the Certificate of Insurance for verification of insurance coverage, if requested.

I. No Arbitration. Any proposed dispute resolution process can only be entered into upon the mutual agreement of both Parties.

J. Authorized Signatory. Each signatory hereto represents to the other that he/she is authorized to execute this Agreement on behalf his/her principal and has authority to perform its undertakings.

K. Compliance with Federal and State Laws. The Parties acknowledge that each is subject to applicable federal and state laws and regulations, and policies and requirements of various accrediting organizations. Accordingly, each Party will enforce compliance with all applicable laws, regulations, and requirements and will make available such information and records as may be reasonably requested in writing by the other Party to facilitate its compliance, except for records that are confidential and privileged by law. Each Party shall have or designate a Compliance Officer with whom compliance issues shall be coordinated.

1. Contractor shall, at all times during the term of this Agreement, satisfy all State and federal certifications, regulations, or licensure requirements and render services under this Agreement in compliance with all applicable statutes, regulations, standards, rules, and directives of State, federal, and other governmental and regulatory bodies having jurisdiction over Contractor. Contractor agrees to give immediate written notice to County in the case of suspension or revocation, or initiation of any proceeding that could result in any change in the status, suspension or revocation, of such licensure, certification, or registration. Evidence of such licensing, certification or registration, if applicable, shall be submitted to County upon request.
2. Contractor represents and warrants that it shall not contract with any individual(s) or entity that is excluded from participation under the Office of Inspector General ("OIG") or any other governmental program. Contractor shall notify County immediately in the event that Contractor, or any individual(s) it contracts with, is excluded from participating under the OIG or any other governmental program.
3. Contractor represents and warrants that neither it nor its employees, agents, or assigns have been (a) convicted of a criminal offense related to healthcare (unless such person or entity has implemented a compliance program as part of any

agreement with the federal government); or (b) listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation under 42 U.S.C. 1320a-7, the OIG List of Excluded Individuals/Entities and/or the General Services Administration (“GSA”) list of debarred Contractors.

- L. Force Majeure. Neither County nor Contractor shall be liable to the other for any delay in, or failure of performance, of any requirement included in the contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, pandemic, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.
- M. Partial Invalidity. If any provision of this Agreement shall be construed to be illegal or invalid, it shall not affect the legality or validity of any other provisions hereof, and the illegal or invalid provision shall be deemed stricken and deleted here from to the same extent and effect as if never incorporated herein, but all other provisions shall continue to the extent that they substantially reflect the Agreement contemplated by the Parties.
- N. Waiver. Except as otherwise provided, no term or condition of this Agreement shall be waived except by written waiver of the waiving Party. The forbearance or indulgence by a Party in any regard whatsoever shall not constitute a waiver of the term or condition to be performed by the other Party, and until complete performance by the other Party of such term or condition, the forbearing Party shall be entitled to invoke any remedy available under this Agreement or by law despite such forbearance or indulgence. The waiver by a Party of any breach of any term or condition of this Agreement shall apply to and be limited to the specific instance involved and shall not be deemed to apply to any other instance or to any subsequent breach of the same or any other term or condition of the Agreement.
- O. Compliance by Agents. The Parties recognize that each of them is responsible for the compliance by its respective accountants, Contractors, agents, attorneys, officers, directors, members, managers, and employees, and those of all its affiliated entities, with the terms of the Agreement.
- P. Provisions Surviving this Agreement. Representations, releases, warranties, covenants, indemnities, document retention requirements, and confidentiality survive past the execution, performance, and termination of this Agreement.
- Q. Entire Agreement. This Agreement supersedes and constitutes a merger of all prior oral and/or written agreements and understandings of the parties on the subject matter of this Agreement and is binding on the parties and their legal representatives, receivers, executors, successors, agents, and assigns.

R. Amendment. Any amendment to this Agreement must be by written instrument dated and signed by both parties.

**IN WITNESS WHEREOF**, the Parties execute this Agreement on this 26<sup>th</sup> day of August, 2024.

**COUNTY OF EL PASO:**

\_\_\_\_\_  
**Ricardo A. Samaniego**  
**El Paso County Judge**

**Date:** \_\_\_\_\_

*[Contractor Signature Page]*

**MISIONEROS, INC.**

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**Jose Gomez**  
**President**

## Appendix A

Pick-up Date	Pick-up Time	Pick-up Address	Passenger Count	Travel Hub Address	Driver	Arrival Date	Arrival Time	Coach Fee

**Total Due:**