

INTERLOCAL AGREEMENT FOR PUBLIC TRANSPORTATION SERVICES

This Interlocal Agreement ("Agreement") is entered into by and between Concho Valley Transit District a political subdivision of the State of Texas operating under the auspices of the Concho Valley Council of Governments ("CVTD"), and City of Eden, Texas, a municipality in the State of Texas ("City"). CVTD and City may be referred to collectively as the "Parties" or individually as a "Party."

This Agreement is entered into pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791.

RECITALS

WHEREAS, CVTD operates a public transportation program aimed at providing safe and reliable transportation services to citizens residing within CVTD's service area;

WHEREAS, the City desires to enter into an agreement with CVTD to enhance transportation services within its jurisdiction;

WHEREAS, CVTD and the City believe that a cooperative arrangement will result in mutual benefits and efficiencies in the provision of transportation services;

WHEREAS, CVTD and the City have the authority to enter into this Agreement and to carry out the obligations contained herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. SCOPE OF SERVICES. The purpose of this Agreement is to establish a framework for collaboration and cooperation between CVTD and the City to enhance transportation services for citizens residing within CVTD's service area.

1.1. CVTD RESPONSIBILITIES. CVTD shall be responsible for the planning, delivery, oversight, and continuous improvement of public transportation services within the City, including but not limited to the following responsibilities:

- Plan, schedule, and operate demand-response transportation services and any other agreed-upon service types for residents within the City. This includes establishing service hours, trip eligibility policies, scheduling protocols, and prioritization rules that align with regional needs and available resources.
- Operate a centralized customer service and dispatch system capable of handling trip reservations, inquiries, complaints, and schedule adjustments. CVTD shall ensure responsiveness, professionalism, and equitable treatment of all riders.
- Provide services and accommodations in full compliance with the Americans with Disabilities Act (ADA), including accessible vehicles, trained personnel, and reasonable modifications where required to ensure individuals with disabilities have equal access to transportation services.
- Maintain all transit vehicles, equipment, and related facilities in a clean, safe, and mechanically sound condition consistent with manufacturer specifications, safety regulations, and applicable

preventive maintenance standards. CVTD shall be responsible for inspections, fuel, repairs, and lifecycle replacement planning.

- Employ, train, and supervise qualified personnel necessary to operate and support transportation services, including drivers, dispatchers, maintenance staff, and administrative personnel. All personnel shall meet applicable licensing, background check, and training requirements as mandated by law and CVTD policy.
- Provide regular reports to the City on transportation service performance, including ridership statistics, on-time performance, customer feedback, service reliability, and financial metrics.
- Ensure compliance with all applicable federal, state, and local laws, including FTA and TxDOT regulations, funding program requirements, procurement rules, civil rights obligations, and environmental standards. CVTD shall maintain required certifications and be subject to audits or monitoring by oversight agencies.
- Notify the City in advance of any proposed material changes to service levels, fare structures, service areas, or hours of operation. CVTD shall make a good faith effort to incorporate City input into any significant operational changes.
- Administer state and federal transit funds in accordance with applicable grant requirements and best practices. CVTD shall ensure the efficient and responsible use of funds, including cost controls and adherence to approved budgets.

1.2. CITY RESPONSIBILITIES. The City agrees to actively support the success and sustainability of public transportation services provided by CVTD by fulfilling the following responsibilities:

- Provide financial support to CVTD as specified in this Agreement, including submitting payments in accordance with the agreed payment schedule and funding levels.
- Collaborate with CVTD in identifying and communicating transportation needs for citizens within the City, including underserved populations, service gaps, and areas of emerging demand. This includes participation in planning efforts, community engagement initiatives, and transit surveys as requested by CVTD.
- Assist CVTD in identifying and securing additional funding sources, including federal, state, or local grants, private partnerships, or community development funding that can support or expand transportation services in the City. This may include the provision of letters of support, data, or coordination with other local jurisdictions.
- Support public awareness and utilization of transit services by disseminating information through City-managed communication channels (e.g., websites, social media, public buildings), and by facilitating outreach events or meetings within the community.
- Coordinate with CVTD during emergency events, natural disasters, or public health situations to ensure transit services are adjusted appropriately to meet community needs and align with emergency response plans.
- Provide reasonable assistance to CVTD in meeting compliance or reporting requirements that require City participation, including assistance in gathering local demographic or geographic data relevant to service or funding eligibility.

2. TERM AND TERMINATION.

2.1. INITIAL TERM. This Agreement shall be effective on September 01, 2025 and continue in effect through August 31, 2026, unless earlier terminated as provided herein.

2.2. RENEWAL. Upon mutual written agreement, this Agreement may be renewed for successive one-year terms.

2.3. TERMINATION. Either Party may terminate this Agreement, in whole or in part, by providing written notice at least ninety (90) days prior to the intended termination date. If federal or state funding critical to operations is reduced or eliminated, either Party may terminate upon thirty (30) days' notice.

3. FUNDING AND PAYMENT. The City agrees to pay CVTD an annual service fee of **\$10,599.12**, payable in monthly, quarterly, or annual installments as agreed upon by the Parties hereto. This service fee shall be reviewed annually and may be adjusted based on cost inflation, changes in service levels, or funding requirements. CVTD shall pursue available federal and state grants to offset costs and shall apply any such funding toward system-wide operations. The City shall not be liable for operational deficits beyond its agreed contribution, unless otherwise agreed in writing.

3.1. INVOICING PROCEDURES. CVTD shall be responsible for preparing and submitting invoices to the City for the financial contributions specified in this Agreement.

- Invoices shall be issued in accordance with the payment schedule agreed upon by both Parties.
- Each invoice shall reflect the appropriate amount due for the applicable billing period.
- Invoices shall be submitted in a timely manner to the City's designated representative or to such other representative as may be designated in writing by the City.

3.2. PAYMENT PROCEDURES. The City shall remit payment to CVTD for all undisputed amounts within thirty (30) days from the date of receipt of an invoice. Payment shall be made in the form of a check or electronic funds transfer to the bank account specified by CVTD in writing.

In the event that the City disputes any portion of an invoice, it shall notify CVTD in writing within fifteen (15) days from the date of receipt of the invoice. The Parties shall then work together in good faith to resolve any disputes expeditiously.

4. SERVICE ADJUSTMENTS AND COORDINATION. Either Party may propose adjustments to service levels or routes based on ridership demand, operational efficiency, or community needs. Service adjustments shall be subject to CVTD's operational and budgetary constraints and may require City concurrence where material changes are proposed.

5. COMPLIANCE WITH LAW. CVTD shall comply with all applicable local, state, and federal laws, rules, and regulations related to the provision of public transportation, including but not limited to Title VI of the Civil Rights Act, ADA, FTA Circulars, and procurement regulations under 2 CFR Part 200.

6. RECORDS AND AUDIT. CVTD shall maintain records of ridership, service performance, revenues, and expenditures related to services provided under this Agreement. The City shall have the right, upon reasonable notice, to inspect such records during normal business hours. Both Parties shall comply with applicable records retention policies and grant audit requirements.

7. INDEMNITY. TO THE EXTENT PERMITTED BY LAW AND WITHOUT WAIVING SOVEREIGN IMMUNITY, EACH PARTY SHALL BE RESPONSIBLE FOR ITS OWN ACTS AND OMISSIONS AND THE ACTS AND OMISSIONS OF ITS EMPLOYEES, AGENTS, AND CONTRACTORS. THIS PROVISION IS NOT

INTENDED TO CREATE ANY LIABILITY OR WAIVE ANY IMMUNITIES UNDER THE TEXAS TORT CLAIMS ACT.

- 8. INSURANCE.** CVTD shall maintain liability insurance or self-insurance coverage sufficient to cover its operations, vehicles, and personnel involved in the performance of this Agreement.
- 9. DISPUTE RESOLUTION.** Any disputes under this Agreement shall be addressed first through informal negotiation between designated representatives of the Parties. Any dispute, claim, or controversy not resolved through informal negotiations shall be resolved in accordance with Chapter 2009 of the Texas Government Code. The Parties agree that prior to initiating any legal action, they will engage in the process specified under said chapter, including, but not limited to, any applicable mediation, negotiation, or other procedures required under Texas law. Should the dispute not be resolved through such methods, the Parties may pursue other remedies available under Texas law.
- 10. NOTICES.** Any notice or demand or other communication required or permitted to be given under this Agreement or applicable law shall be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, (postage prepaid), or by electronic mail, to the parties at the addresses, fax numbers, or e-mail addresses provided in this section.

To City at: City of Eden, TX
Attn: City Mayor
Mail: 120 Paint Rock Street
Eden, TX 76837
Phone: (325) 812-5990
Email: mayor@edentexas.com

To CVTD at: Concho Valley Council of Governments
Attn: Contract Manager
Mail: 5430 Link Road
San Angelo, TX 76904
Phone: (325) 944-9666
Email: procurement@cvcog.org

11. MISCELLANEOUS.

- 11.1. GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws principles. Any legal action shall be brought in a court of competent jurisdiction in Tom Green County, Texas.
- 11.2. ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the Parties regarding confidentiality and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter hereof. Any amendments must be in writing and signed by both Parties.
- 11.3. AMENDMENTS.** No modification, amendment, or waiver of any provision of this Agreement shall be valid unless in writing and signed by both Parties.
- 11.4. NO JOINT VENTURE.** Nothing in this Agreement shall be construed to create a joint venture, partnership, or agency relationship.
- 11.5. WAIVER.** The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision.

- 11.6. **SEVERABILITY.** If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.
- 11.7. **ASSIGNMENT.** Neither Party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other Party, except where such assignment is required by law.
- 11.8. **FORCE MAJEURE.** Neither Party shall be liable for delay or failure to perform any obligation under this Agreement due to causes beyond its reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, or governmental action.
- 11.9. **HEADINGS.** Section headings are for reference only and shall not affect the interpretation of this Agreement.
- 11.10. **COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Signatures transmitted electronically shall be deemed valid and binding.

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement through their duly authorized representatives, intending to be legally bound, as of the Effective Date set forth herein.

CITY OF EDEN, TEXAS

_____ _____
 Renae Rodgers, Mayor *Date*

CONCHO VALLEY COUNCIL OF GOVERNMENTS

_____ _____
 John Austin Stokes, Executive Director *Date*