

## INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into by and between:

Concho Valley Transit District, a program of the Concho Valley Council of Governments, a governmental entity organized and existing under the laws of the State of Texas, hereinafter referred to as "CVTD" or "Agency",

and

City of Eden, TX, a governmental entity organized and existing under the laws of the State of Texas, hereinafter referred to as "City",

Each of CVTD and City may also be referred to herein as a "Party" and collectively as the "Parties."

### 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:

### PURPOSE OF AGREEMENT

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.

### SCOPE OF AGREEMENT

#### 1. SCOPE OF SERVICES

##### 1.1. CVTD Responsibilities – CVTD shall be responsible for:

- Planning, scheduling, and operating transportation services for citizens residing within CVTD's service area.
- Maintaining vehicles, facilities, and equipment necessary for the provision of transportation services.
- Employing qualified staff and drivers to operate transportation services.
- Reporting regularly to City/County officials on the performance and efficiency of transportation services.
- Adhering to all pertinent state and federal regulations, statutes, and guidelines governing public transportation throughout the duration of this agreement.

##### 1.2. City Responsibilities – City shall be responsible for:

- Providing financial support to CVTD for the provision of transportation services.
- Collaborating with CVTD in identifying transportation needs within the City.
- Assisting CVTD in securing additional funding sources, grants, or subsidies for transportation services.

**2. TERM OF AGREEMENT**

This Agreement shall commence on September 1, 2024, and shall continue in full force and effect until August 31, 2025, unless earlier terminated in accordance with the provisions set forth herein.

Upon expiration of the initial term, this Agreement may be renewed for successive one-year terms upon mutual written agreement of the Parties.

**FUNDING**

**3. FUNDING**

The City agrees to provide funding to CVTD in the amount of **\$10,599.12** annually for the provision of transportation services. Payment shall be made in accordance with the mutually agreed-upon budget and schedule.

**4. USE OF FUNDS**

CVTD shall use the funds provided by the City solely for the purposes of planning, operating, and maintaining transportation services.

**PAYMENT AND INVOICING TERMS**

**5. INVOICING PROCEDURES**

CVTD shall invoice the City on a [monthly/annual] basis for the services provided under this Agreement. Invoices shall be submitted to the County's designated representative no later than the 10th business day of the month for monthly invoices or by September 30<sup>th</sup> for annual invoices following the end of each [month/year].

Invoicing preference [**SELECT ONE**]:

- Monthly invoices
- Annual invoice

**6. 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.

**ADMINISTRATION OF AGREEMENT**

**7. MODIFICATIONS AND CHANGES**

Alterations to any of the terms, conditions, or requirements of this Agreement shall only be effective upon written issuance of a mutually agreed Agreement amendment by the Contracting Officer, unless otherwise authorized within the Agreement. However, changes to point of contact information or other administrative changes may be updated without the issuance of a mutually agreed amendment.

**GENERAL PROVISIONS**

**8. GOVERNING LAW AND VENUE**

The Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Agreement is fixed in any court of competent jurisdiction of Tom Green County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the contracting Agency.

**9. DISPUTE RESOLUTION**

Any dispute arising out of or relating to this Agreement shall be resolved through good faith negotiations between the Parties. If the Parties are unable to resolve the dispute through negotiations, either Party may initiate legal proceedings as provided by law.

## **10. PARTIES BOUND**

This Agreement shall be binding upon the successors and assigns of both parties in like manner as upon the original parties.

## **11. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

## **12. FORCE MAJEURE**

Neither Party shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Agreement 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, failure of transportation, 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.

## **13. LIMITATION OF LIABILITY**

To the fullest extent permitted by law, neither Party shall be liable to the other Party for any indirect, incidental, consequential, special, or punitive damages arising out of or related to this Agreement, including but not limited to loss of profits, loss of business, loss of data, or interruption of business, even if the Party has been advised of the possibility of such damages.

The total liability of each Party under this Agreement, whether in contract, tort (including negligence), or otherwise, shall not exceed the total amount paid or payable by the County to CVTD under this Agreement during the twelve (12) months immediately preceding the event giving rise to the liability.

This limitation of liability provision shall apply regardless of the form of action, whether in contract, tort (including negligence), or otherwise, and shall survive the termination or expiration of this Agreement.

## **TERMINATION OF AGREEMENT**

### **14. TERMINATION FOR CAUSE**

Either Party may terminate this Agreement immediately upon written notice to the other Party in the event of a material breach of any provision of this Agreement by the other Party, unless such breach is cured within thirty (30) days following receipt of written notice specifying the nature of the breach.

### **15. TERMINATION FOR CONVENIENCE**

Either Party may terminate this Agreement for convenience upon thirty (30) days prior written notice to the other Party. In the event of termination for convenience, CVTD shall be entitled to receive payment for all services performed and expenses incurred up to the effective date of termination.

### **16. TERMINATION BY MUTUAL AGREEMENT**

Parties may terminate this Agreement in whole or in part, at any time, by mutual agreement.

## **EXECUTION OF AGREEMENT**

### **17. ENTIRE AGREEMENT**

The General Provisions, Clauses, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

### **18. CONTACT PERSON**

For the purposes of this Agreement, any communication, question, inquiry, or complaint regarding the performance of this Agreement should be directed as follows:

**To CVCOG at:**

Concho Valley Council of Governments

**Attn:**

CVCOG Contract Manager

Mail: 5430 Link Road

San Angelo, TX 76904

Phone: (325) 944-9666

Email: [procurement@cvcog.org](mailto:procurement@cvcog.org)

**19. ELECTRONIC SIGNATURES**

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Solicitation or the resulting Agreement, if any, are intended to authenticate this writing and to have the same force and effect as manual signatures.

**20. SIGNATURE AUTHORITY**

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

**21. INDEMNIFICATION**

Each Party agrees to indemnify, defend, and hold harmless the other Party, its officers, agents, and employees from and against any and all claims, liabilities, losses, damages, costs, and expenses arising out of or related to the performance of this Agreement, except to the extent caused by the gross negligence or willful misconduct of the indemnified Party.

**SIGNATURES**

*IN WITNESS WHEREOF*, The Parties acknowledge that they have read, understand, and accept this Agreement, including any supplements or attachments, and that this Agreement constitutes the entire agreement between them and supersedes all other communications, written or oral, relating to the subject matter of the Agreement. This Agreement may be executed on counterparts and shall be binding on all Parties as if all signatures were affixed to a single Agreement. An electronic facsimile of this Agreement bearing the authorized signature of any party shall have the same force and effect as a copy bearing an original signature.

**CITY OF EDEN, TEXAS**

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CONCHO VALLEY COUNCIL OF GOVERNMENTS**

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_