

THIS AGREEMENT, entered into as of the 1st day of September 2013, by and between the CONCHO VALLEY TRANSIT DISTRICT acting by and through its Executive Director, hereinafter called "CVTD" and TOM GREEN COUNTY, TEXAS, hereinafter called the "COUNTY."

DEFINITIONS:

Cooperative Agreement. *An instrument by which the Federal Transit Administration (FTA) awards Federal assistance to a specific recipient to support a particular project in which the FTA takes an active role or retains substantial control, as described in 31 U.S.C. Section 6305 and Texas Administrative Code, Chapter 791.*

Basic Agreement. *A written instrument of understanding, negotiated between an agency or contracting activity and a contractor that (1) contains clauses applying to future contracts between the parties during its term, and (2) contemplates separate future contracts that will incorporate by reference or attachment the required and applicable clauses agreed upon in the basic agreement.*

Federal Assets. *All CVTD vehicles are federal assets. As such, for compliance reasons, titles to all vehicles are held by the Texas Department of Transportation (TXDOT).*

FTA funded equipment may not be used for traditional school bus service (e.g. transportation between home and school for students from kindergarten through twelfth grade.) These FTA rules are codified at 49 CFR Part 605.

Head Start. *CVTD and the Concho Valley Council of Governments Head Start do not have an Interlocal agreement to provide transportation to Head Start children. The Head Start Act has rules and regulations that must be followed when transporting Head Start children, as described in 45 CFR 1310 Head Start Transportation.*

WITNESSETH THAT:

WHEREAS, the County desires to engage the CVTD to render rural public transportation services funded under the FTA 49 U.S.C. Section 5311 Rural Public Transportation Grant Program funded by agencies administered by CVTD.

FURTHERMORE: The CVTD agrees to provide all manpower, supervision, staff and/or materials necessary to meet the requirements of this Agreement.

NOW THEREFORE, CVTD and **Tom Green County** do mutually agree as follows:

1. Employment of CVTD. The County hereby agrees to engage the CVTD and the CVTD hereby agrees to perform required services set for hereinafter.

2. Area Covered. The CVTD shall perform all necessary actions provided under this Agreement in connection with the provision of transportation services in **Tom Green County, Texas**, and in agreed upon areas adjacent thereto.
3. Scope of Service. In particular, the CVTD shall provide a driver to perform, and carry out, in a satisfactory and proper manner in accordance with FTA, Department of Transportation (DOT), and CVTD, standards, guidelines, and rules as directed by CVTD, certain transportation services to be operated out of the **Concho Valley Council of Governments main office, San Angelo, Texas**.
4. Personnel. The CVTD has, or shall secure, all personnel required in performing services under this Agreement. Such personnel shall not be employees of, or have any Agreement relationship, with the County.
5. Period of Performance. It is understood that services shall commence, or have commenced, on **September 1, 2013** and shall continue through **August 31, 2014**.
6. Compensation. **Tom Green County** agrees to pay the CVTD the sum of **\$34,580.00** for complete satisfactory performance. The total annual amount of **\$34,580.00** being 29.2% of the yearly total wage and benefit cost for the two (2) full-time and two (2) part-time Thunderbird Rural Transit Driver Positions. The CVTD to pay the remaining 70.8% of the driver's wage and benefit cost to complete the driver's full annual accounting. It is expressly understood that in no event will the total amount to be paid by the County to the CVTD under this Cooperative Agreement exceed **\$34,580.00** per year for complete, satisfactory performance under this Agreement.

The Contractor understands and agrees that payment for the support of activities pursuant to this Agreement is contingent upon the receipt of State and/or Federal funds for such purposes by CVTD.
7. Method of Payment. The County will reimburse the CVTD in full for 29.2% of the full amount of the driver's salaries and benefits as set forth in the Agreement Summary

(*Attachment 1*) as attached. The CVTD will invoice the County for the full amount of **34,580.00** using the sample invoice (*Attachment 2*) as attached.

8. Termination. CVTD may terminate this Agreement at any time by giving written notice to the County of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. The County has the right to terminate this Agreement at any time by giving written notice to the CVTD of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.
9. Changes. CVTD may, from time to time, require changes in the scope of the services to be performed. Such changes, including any increase or decrease in the amount of the CVTD's compensation, which are mutually agreed upon by and between CVTD and the County, shall be incorporated in written amendments and or modifications to this Agreement.
10. Interest of Members of CVTD and Others. No officer, member, or employee of CVTD, nor a member of its governing body, not other public official of the governing body of the locality or localities in which the performance of this Agreement is situated or being carried out, who exercises and functions or responsibilities in the review of or approval of the undertaking, or carrying out of this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

In accordance with the Texas Administrative Code, the following shall apply:

Chapter 791 Interlocal Cooperation Contracts

Subchapters A and B

In accordance with the Federal Acquisition Regulation, the following shall apply and may be incorporated by reference:

52.202-1 Definitions

Definitions (Jan 2012)

52.222-1 Notice to the Government of Labor Disputes

Notice to the Government of Labor Disputes (Feb 1997)

52.222-26 Equal Opportunity

Equal Opportunity (May 2007)

52.222-50 Combating Trafficking in Persons

Combating Trafficking in Persons (Feb 2009)

52.252-2 Clauses Incorporated by Reference

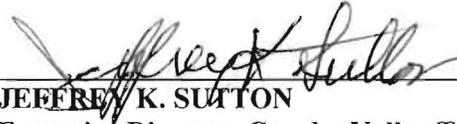
CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This Agreement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<https://acquisition.gov/far/>

www.statutes.legis.state.tx.us

IN WITNESS WHEREOF CVTD and the Contractor have executed this Agreement as of the date first above written.



JEFFREY K. SUTTON
Executive Director, Concho Valley Transit District



Mike Brown
County Judge, Tom Green County

ATTACHMENTS

1. Agreement Summary

2. Sample Monthly Invoice

AGREEMENT SUMMARY

Parties: Tom Green County and the Concho Valley Transit District

Location of Service: CVCOG Main Office

Position: 1. Two (2) Full-Time Van Drivers, Rural Public Transportation (\$5311)
2. Two (2) Part-Time Van Drivers, Rural Public Transportation (\$5311)

Period of Contract: September 1, 2013 through August 31, 2014

DRIVER WAGES AND BENEFITS (100%)

Full-Time Driver

Tom Green County full-time driver salary:
\$17,680.00 per driver * 2 drivers \$ 35,360.00

Tom Green County full-time driver benefits:
\$17,680 salary * .5994 fringe benefit rate* 2 drivers \$ 21,194.78

Tom Green County full-time driver indirect cost:
\$17,680 salary + \$10,597.39 fringe benefit * .1610 indirect rate * 2 drivers \$ 9,105.32

Total Full-Time Drivers \$65,660.10

Part-Time Driver

Tom Green County part-time driver salary - 2 drivers: \$ 28,423.20

Tom Green County part-time driver benefits - 2 drivers:
\$28,423.20 salary * .5994 fringe benefit rate \$ 17,036.87

Tom Green County full-time driver indirect cost - 2 drivers:
\$28,423.20 salary + \$17,036.87 fringe benefit * .1610 indirect rate \$ 7,319.07

Total Part-Time Drivers \$52,779.14
Total Driver Wages and Benefits \$118,439.24

CVTD REIMBURSEMENT FROM TOM GREEN COUNTY (29.2% OF TOTAL)

Total @ 29.2% \$ 34,580.00

SHARES OF THE PARTIES TO THE CONTRACT

Tom Green County Share	\$34,580.00
Concho Valley Transit District Share	<u>\$83,859.24</u>
Total Employee Wages & Benefits	\$118,439.24

Invoice No. SAMPLE

INVOICE

Customer

Name Tom Green County
 Address 112 West Beauregard
 City San Angelo State Texas ZIP 76903
 Phone 325-659-6519

Date _____

Qty	Description	Unit Price	TOTAL
1	Billing per contract dated September 1, 2013 - August 31, 2014 between Concho Valley Transit District and Tom Green County to reimburse for 29.2% of driver's salaries for Thunderbird Transit Services in Tom Green County. <u>Billing for September 1, 2013 - August 31, 2014</u> Total annual contract amount not to exceed: \$34,580.00	\$34,580.00	\$34,580.00
		SubTotal	\$34,580.00
	Concho Valley Transit District P.O. Box 60050 San Angelo, Texas 76906		
		Total Due	\$34,580.00