

**INTERLOCAL AGREEMENT BY AND BETWEEN TOM GREEN COUNTY, TEXAS  
AND THE CONCHO VALLEY TRANSIT DISTRICT PROVIDING FOR  
COOPERATIVE EFFORTS TO PROVIDE RURAL TRANSIT SERVICES**

**THIS Inter-local Agreement**, effective the 1st day of September, 2014 is entered into by and between the **Concho Valley Transit District (CVTD)** acting by and through its Executive Director, hereinafter called "CVTD," and **Tom Green County, Texas**, hereinafter called the "County".

**DEFINITIONS**

Inter-local Agreement means an instrument by which CVTD accepts enrollment for public transportation support inclusive of Federal Transit Administration (FTA) and/or Texas Department of Transportation (TxDOT) award for Federal assistance to a specific recipient to support a particular project in which FTA and/or TxDOT takes an active role or retains substantial control, as described in 31 U.S.C., Section 6305.

**RECITALS**

**WHEREAS**, County desires to engage CVTD to render rural public transportation services funded under FTA 49 U.S.C., Section 5311 Rural Public Transportation Grant Program administered by CVTD. In addition, CVTD receives rural program funding from 5310 Elderly & Disabled, 5309 Vehicle Capital Replacement, State Rural, Local Funds and Program Income.

**WHEREAS**, the CVTD Board of Directors approved a resolution in August of 2014 directing CVTD to transition the County's rural transit drivers to become employees of the Concho Valley Council of Governments (CVCOG). **WHEREAS**, on July 9, 2014 the CVTD Board of Directors voted to transition the County's rural transit drivers to become employees of the Concho Valley Council of Governments (CVCOG).

**WHEREAS**, CVTD agrees to provide all personnel, supervision, and capital equipment necessary to meet the requirements of this Inter-local Agreement.

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

**ARTICLE 1 – RESPONSABILITES OF THE PARTIES**

Section 1.01 Responsibilities of CVTD. CVTD shall perform all necessary actions provided under this Inter-local Agreement in connection with the provision of rural transportation services in **Tom Green County, Texas**, and in agreed upon contiguous areas thereto.

(a) CVTD shall provide the staffing necessary to perform, and carry out, in a satisfactory manner and in accordance with FTA and CVTD direction, standards, guidelines, and rules, certain transportation services to be operated out of the county identified in Section 1.01 Responsibilities of CVTD unless otherwise approved in writing by CVTD.

(b) CVTD shall be responsible for employing all personnel required in performing services in accordance with this Inter-local Agreement.

(c) CVTD shall ensure that all drivers meet qualifications set forth by CVTD and in accordance with FTA 49 CFR Parts 601 thru 609 requirements, Texas Administrative Code Title 43 requirements, and CVCOG personnel policies.

(d) CVTD shall require all personnel designated to provide transportation services under this Inter-local Agreement to participate in training education and evaluation activities related thereto which are sponsored or announced by CVTD, but not limited to the following:

1. First Aid & CPR
2. Defensive Driving
3. Texting & Driving
4. CVTD Medical Transportation Program Responsibilities
5. Drug & Alcohol Test
6. DOT Physical
7. Background Check
8. Previous Employer Form
9. Training on Substance (1 Hour)
10. Drug & Alcohol Policy Summary Receipt
11. Confidential Acknowledgement
12. Hepatitis B Vaccine (declined)
13. Wheel chair Lift Safety Acknowledgement Receipt
14. Operations Training documents (electric devices, cash handling, Tablet training , Radio Procedures, Additional Training ,VCR Training, Computer Training
15. License Check ( copy of license , Social Security)
16. No Smoking while transporting clients
17. Passenger Assistance Training annually
18. Customer Service Training Annually
19. Non- discrimination, Sensitivity and diversity
20. ADA training
21. HIPPA Training
22. How and when to call for Emergency's
23. Accident & Incident report

(e) CVTD shall establish practices and procedures to monitor driver performance, vehicle maintenance, and passenger service.

(f) CVTD shall provide transportation for elderly, handicapped, and low-income persons at least in proportion to their relative numbers, along with public transportation in the

geographic area covered by this Inter-local Agreement.

(g) CVTD shall be responsible for scheduling maintenance for CVTD property with a local reputable vendor as approved by CVTD.

(h) CVTD shall require elderly, handicapped, low income persons and other participants whose fares are subsidized by Local, State, or Federal agencies with an opportunity to contribute on a voluntary basis to the costs of services provided pursuant to this Inter-local Agreement. No fully subsidized participant shall be denied a service because of his or her failure to contribute to the cost of the service.

(i) CVTD shall collect transportation fares established by CVTD from public riders, specifically non-subsidized persons, who utilize transportation services.

(j) CVTD shall maintain transportation schedules and hours of operation, which promote safe and reliable service for the public in accordance with established policies and procedures for providing rural transit services.

(k) CVTD shall ensure that drivers be available for the scheduled working day.

(l) CVTD shall ensure that if a break in local service occurs due to out of county service demands, that the day of the week or month that local service is interrupted be consistent in order to maintain a service schedule that is predictable and known to the public.

## ARTICLE 2 – TERM OF AGREEMENT

Section 2.01 Period of Performance. This agreement will commence on the effective date first hereinabove written, and terminate on August 31<sup>st</sup>, 2017 unless earlier terminated as herein provided.

## ARTICLE 3 - COMPENSATION

Section 3.01 Compensation. It is expressly understood and agreed that in no event will the total amount to be paid to CVTD by the County exceed **\$54,480.22** for performance under this Inter-local Agreement. The County agrees to pay CVTD from September 1, 2014 to August 31, 2015, equal monthly payments not to exceed the total annual amount of \$54,480.22. It is permissible for the County to pay the full annual amount, one time, at the beginning of the Inter-local Agreement period. The County understands and agrees that performance for the support of activities pursuant to this Inter-local Agreement is contingent upon the receipt of State and/or Federal funds for such purposes of this Inter-local Agreement.

Section 3.02 Method of Payment. The County shall provide to CVTD payment as set forth on or before the effective date of this Inter-local Agreement and only on an agreed to basis.

## ARTICLE 4 – PROPERTY MANAGEMENT

Section 4.01 Property Management. The County agrees to provide access to desk space for the purposes of conducting daily business. Further, the County agrees to allow installation of a fax line, internet access or other IT equipment deemed necessary to conduct daily business, and access to CVTD vehicle parking. In the event that any project facility and/or equipment is misused or withdrawn from public transportation services, the County shall provide thirty (30) days notice to CVTD. The County may utilize transportation program property and equipment to initiate and carry out local emergency management plans, but shall notify CVTD within twelve (12) hours upon use of property thereof. Should the County have a need to utilize property or equipment for purposes other than local emergencies, the County shall consult with CVTD and provide a written request. Written requests must allow CVTD an appropriate amount of time to evaluate and respond accordingly.

## ARTICLE 5 – DEFAULT AND REMEDIES

Section 5.01 Termination of Inter-local Agreement for Cause by CVTD. If member shall fail to fulfill in timely and proper manner with its obligations under this Inter-local Agreement, or if the County shall violate any of the covenants, agreements or stipulations of this Inter-local Agreement, CVTD shall therefore have the right to terminate this Inter-local Agreement by giving written notice to the County at least thirty (30) days before the effective date of such termination.

Section 5.02 Termination of Inter-local Agreement for Cause by County. If CVTD shall fail to fulfill in timely and proper manner its obligations under this Inter-local Agreement, or if the CVTD shall violate any of the covenants, agreements or stipulations of the Inter-local Agreement, County shall therefore have the right to terminate this Inter-local Agreement by giving written notice to CVTD at least thirty (30) days before the effective date of such termination.

Section 5.03 Other Termination. In the event of termination by either party, all finished or unfinished documents, other materials or property of CVTD shall be removed at the discretion of CVTD. If the Inter-local Agreement is terminated by County as provided herein, CVTD shall be paid an amount which bears the same ratio as the service actually performed to the total services of CVTD covered under this Inter-local Agreement, less payments of compensation previously made.

## ARTILCE 6 – LIABILITY

Section 6.01 No Personal Liability of the CVTD. To the extent allowed by law, CVTD's officers, elected officials, agents, representatives and employees and the Board members of the CVTD, either singularly or collectively, are not personally liable on this Inter-local Agreement or for any breach thereof.

Section 6.02 No Personal Liability of County. To the extent allowed by law, the County's officers, elected officials, agents, representatives and employees, either singularly or collectively, are not personally liable on this Inter-local Agreement or for any breach thereof.

Section 6.03 Indemnity.

(a) To the extent allowed by law, County shall indemnify and hold harmless the CVTD from and against liability claims resulting from or alleged to result from any negligence or willful misconduct of the indemnifying party related to the performance under this Inter-local Agreement.

(b) To the extent allowed by law, CVTD shall indemnify and hold harmless the County from and against liability claims resulting from or alleged to result from any negligence or willful misconduct of the indemnifying party related to the performance under this Inter-local Agreement.

## ARTICLE 7 – MISCELLANEOUS

Section 7.01 Regulatory Requirements. CVTD shall comply with all applicable laws, regulations, policies, and procedures set forth by the State of Texas, Federal Transit Administration (FTA), U.S. Department of Transportation (DOT), Texas Department of Transportation (TxDOT) and CVTD.

Section 7.02 Interest of Counties of CVTD and Others. No officer, member, or employee of CVTD, nor a member of its governing body, and no other public official of the governing body of the locality or localities in which the performance of this Inter-local Agreement is situated or being carried out, who exercises any functions or responsibilities in the review of or approval of the undertaking, or carrying out of this Inter-local Agreement, shall participate in any decision relating to this Inter-local Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Inter-local Agreement or the proceeds thereof.

Section 7.03 Interest of County. The County covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Inter-local Agreement. The County further certifies that in the performance of this Inter-local Agreement, they shall be an advocate of CVTD and shall cause no other form of public transportation or services rendered adversely to the efforts and interests of CVTD.

Section 7.04 Findings Confidential. Any reports, information, data, or documentation, given to or prepared or assembled by the County in the performance of this Inter-local Agreement which CVTD requests to be kept as confidential shall not be made available to any

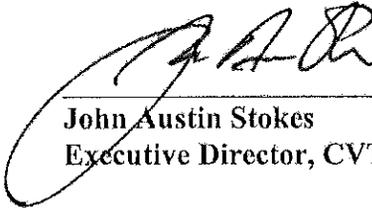
individual or organization by the County or their employees without the prior written approval of the CVTD.

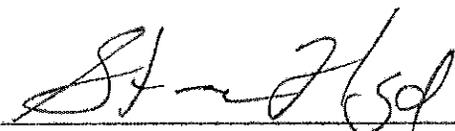
The County will at all times comply with the Privacy Act of 1974 (Section 552a of U.S.C.A., Title 5), as amended, in regard to the retrieval, storage and disclosure of information assembled under this Inter-local Agreement.

Section 7.05 Disclaimer of Employee Relationship. Nothing in this Inter-local Agreement shall be construed to create an employer-employee relationship between CVTD or any party to this Inter-local Agreement, nor any employee of the County or any personnel providing direct services; and an employer relationship between CVTD and any of the aforementioned parties is hereby disclaimed.

Section 7.06 Compliance with State/Federal Agency Cooperative Agreement. The County agrees to comply with the provisions of CVTD's Cooperative Agreement with the State or Federal Transit Administration specifically as pertaining to the County's or CVTD's role as in the performance of this Inter-local Agreement in 49 CFR 29, 4220.1f, and/or Grant Master Agreement.

**IN WITNESS WHEREOF** CVTD and the County have executed this agreement as of the date first above written.

  
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**John Austin Stokes**  
**Executive Director, CVTD**

  
\_\_\_\_\_  
**Honorable Steve Floyd**  
**County Judge, Tom Green County**

CVTD RURAL-TOM GREEN COUNTY  
 OPERATING BUDGET  
 EXPENDITURES

		Total Rural FY 14-15
5411	Rent-Administrative	1,398.34
	Total 109-Rural Capltn Lease	<u>1,398.34</u>
5110	Salaries	13,539.53
5150	Fringe	12,389.57
5199	Indirect	23,932.54
5213	CS Wages	3,917.22
5231	Audit & Legal	1,095.79
5431	Utilities-Lease/Admin	200.45
5451	Bldg Maint-Lease/Admin	209.75
5510	Supplies-Admin	334.08
5711	Insurance-Lease/Admin	175.39
5714	Internet	213.81
5721	Printing	267.27
5722	Ads & Promotion	160.36
5753	Dues	66.82
5761	Communications	1,336.33
5762	Postage	133.63
	Total 110-Administration	<u>57,972.55</u>
5111	Transit Oper Mgmt Salaries	6,879.18
5150	Mgmt & Dispatcher Fringe	8,521.71
5150	Driver Fringe	36,950.72
5210	Driver Wages	52,063.11
5217	Dispatcher Wages	5,127.79
5218	Driver Wages-Overtime	2,500.00
5309	Travel In	66.82
5310	Travel Out	534.53
5351	Fuel	10,600.00
5352	Lubricant	375.00
5363	Tires	1,850.00
5516	Supplies - Bus	220.45
5711	Insurance-Buses	3,100.00
5793	Physicals	300.00
5795	Anti Drug Progr	100.00
5796	Safety	345.00
	Total 111-Operating	<u>129,534.32</u>
5110	Salaries	1,654.33
5118	General Overtime	430.13
5150	Fringe	1,479.40
5361	Vehicle Maint	1,500.00
5362	Prevent Maint	3,000.00
5712	Comm Bus	4,275.00
5732	Repeater Rent	534.53
	Total 156-Maintenance	<u>12,873.39</u>
<b>Total Expenditures-Tom Green County</b>		<b><u>201,778.60</u></b>
	Local Investment Percentage	27% <sup>a</sup>
	FY 14-15 Tom Green County Contract	<u>54,480.22</u>
	FY 13-14 Contract	<u>34,580.00</u>
	Variance	<u>19,900.22</u>