

**Concho Valley Transit District  
RESOLUTION 021115 A**

**WHEREAS, the Concho Valley Transit District (CVTD) is the principal provider of public transportation services to the City of San Angelo (COSA) and to the Concho Valley, and**

**WHEREAS, the San Angelo Chamber of Commerce desires to enter into an Transportation Services Agreement with CVTD to render transportation services in connection with Goodfellow Air Force Base, and**

**Now therefore be it resolved the Board of Directors of the Concho Valley Transit District approve the following:**

- 1. The Concho Valley Transit District Board of Directors does hereby accept the Inter-local Agreement between CVTD and the San Angelo Chamber of Commerce to render transportation services in connection with Goodfellow Air Force Base.**

**Duly adopted at the meeting of the Board of Directors of the Concho Valley Transit District this 11<sup>th</sup> day of February 2015.**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary

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

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

**TRANSPORTATION**

**SERVICES**

**AGREEMENT**

**THIS INTERLOCAL COOPERATION AGREEMENT**, effective as of **October 1, 2014** by and between the **CONCHO VALLEY TRANSIT DISTRICT** acting by and through its Executive Director, hereinafter called "**CVTD**," and the **SAN ANGELO CHAMBER OF COMMERCE**, hereinafter referred to as "**THE CHAMBER**."

**WHEREAS**, the Chamber desires to engage CVTD to render transportation services.

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

1. **Engagement of Services CVTD.** The Chamber hereby agrees to engage CVTD and CVTD hereby agrees to furnish "Service" to the Chamber and to perform the scope of services hereinafter set forth.
2. **Compliance with Laws.** CVTD shall perform all necessary actions provided under this Agreement in connection with the provision of transportation services in San Angelo, Texas. CVTD shall perform all obligations and services pursuant to this Agreement in compliance with all applicable laws, statutes, regulations and ordinances.
3. **Scope of Service.** CVTD shall provide transportation services within the City of San Angelo, Texas to run from the vicinity of Goodfellow AFB (Goodfellow Express public transportation route) to other locations within San Angelo. CVTD shall operate a bus, which shall be capable of comfortably accommodating passengers commensurate with public transportation. The bus shall be maintained by CVTD in a clean, neat and orderly

condition and in good working order and condition. The bus shall provide transportation for persons to popular destinations in the City of San Angelo as identified below between the hours of 6:00 PM on Fridays and 1:00 AM on Saturdays and 12:00 PM on Saturdays and 1:00 AM on Sundays. The bus will operate in the following schedule throughout each operating hour of the day:

<u>Locations</u>	<u>Arrival Times</u>
Goodfellow AFB	:00
Chadbourne & Beauregard	:05
Beauregard & Sherwood Way	:10
HEB	:12
Buffalo Wild Wings	:14
Cinemark Tinseltown	:15/:25
Wal-Mart (South)	:19
Hobby Lobby	:26
Sunset Mall	:29
Texas Road House	:34
Midnight Rodeo	:37
Cheddar's	:42
Goodfellow AFB	:50

Times are an estimate based on traffic, weather, and the number of passengers riding the Goodfellow Express public transportation route. Please be at all stops approximately ten (10) minutes before posted time.

4. **Personnel.** CVTD has, or will secure, all personnel required in performing services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the Chamber.
5. **Time of Performance.** Services shall commence or have commenced on **October 1, 2014**, and shall continue through **September 30, 2017**.

6. **Compensation.** The Chamber agrees to pay CVTD the annual amount of

**\$3,000.00 for FY 14-15**

**\$3,500.00 for FY 15-16**

**\$4,000.00 for FY 16-17**

for these transportation services. It is expressly understood and agreed to that in no event will the total amount to be paid by the Chamber to CVTD under this Agreement exceed **\$10,500.00 for the term of this agreement.**

7. **Termination.** Both parties have the right to terminate this Agreement at any time by giving written notice to other party of such termination and specifying the effective date thereof at least sixty (60) days before the effective date of such termination.

8. **Changes.** CVTD may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of CVTD's compensation, which are mutually agreed upon by and between CVTD and the Chamber shall be incorporated in written amendments to this Agreement.

9. **Interest of Members of CVTD and Others.** No officer, member, employee, or delegate of CVTD and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review of approval of the undertaking or carrying out of this project 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.

10. **Insurance.** CVTD shall ensure that any party driving the Goodfellow Express public transportation route shall be fully licensed and competent to operate the bus. In addition,

CVTD shall acquire and maintain during the term of this Agreement all appropriate insurance coverage, including but not limited to, commercial liability insurance with at least \$2 million; worker compensation insurance; auto insurance; and any other insurance a prudent owner and operator of a bus used for public transportation would maintain.

11. **Special Considerations.** CVTD holidays are New Year's Eve, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the day after, Christmas Eve and Christmas Day. The Goodfellow Express public transportation route will not operate on these holidays. CVTD will follow its Bad Weather Policy in the event dangerous weather conditions are forecasted. During these times CVTD bus services, including Goodfellow Express public transportation route, may be halted.

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

**CONCHO VALLEY TRANSIT DISTRICT**

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**John Austin Stokes, Executive Director  
Concho Valley Transit District**

**SAN ANGELO CHAMBER OF COMMERCE**

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