

INTERLOCAL AGREEMENT FOR City of New Braunfels Demand – Response Service

Article I. Parties and Purpose

- 1.1 The Alamo Area Council of Governments (“AACOG”) is a regional planning commission and political subdivision of the State of Texas, organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The AACOG Board of Directors has approved this Agreement.
- 1.2 The City of New Braunfels (“City”) is a home rule municipality, in Comal and Guadalupe Counties, Texas. The City Council has approved this Agreement.
- 1.3 This Interlocal Agreement (“Agreement”) is for the provision of demand-response public transportation services by AACOG for the City and is entered into by and between the City and AACOG, as authorized under Chapter 791 of the Texas Government Code. The City has created an Urban Transit District as a result of its designation as a direct recipient based on the 2020 census and intends to release an RFP for a on demand microtransit service. This interlocal agreement will provide for the continuation of the existing demand-response service until the City’s new service is in effect.

Article 2. Definitions

- 2.1 Curb-to-Curb. Picking up and discharging passengers at the curb or driveway in front of their home or destination. The driver does not assist or escort passengers to the door.
- 2.2 Demand-response. A non-fixed route system of transporting individuals in which individual passengers may, at least one day in advance, request a trip from one specific location to another specific location at a certain time.
- 2.3 Revenue Hour. The time when a vehicle is available to the general public and there is an expectation of carrying passengers.
- 2.4 Designated holidays: Christmas Day, Independence Day, Labor Day, Memorial Day, New Year’s Day, and Thanksgiving Day.

Article 3. Goods and Services

- 3.1 For the City’s financial commitment below, AACOG agrees to furnish the City with a demand-response, curb-to-curb, public transportation service in response to requests made by residents of the established urbanized area defined in Attachment A to AACOG’s Alamo Regional Transit (“ART”). The service will follow the posted dates and hours of service and will work with the City to maintain the existing level of service for alternate dates and hours of service. The service will be open to the public and run Monday through Friday from 7:00AM to 6:00PM on a month-to-month basis as the City starts the operation of its microtransit system. AACOG will provide the following:
 - a. Vehicles having wheelchair accessibility;
 - b. Necessary, trained personnel to operate the demand-response service;

- c. Operating & administrative activities and expenses associated with the operation of the demand-response transportation service;
- d. A monthly status report; and
- e. Ensuring all vehicles used in service to the City are well maintained to afford comfortable, safe, and reliable transportation for the City's residents.
- f. Cooperation with the city's transit contractor to coordinate responses to rider requests and facilitate forwarding requests to the city's new provider or back to ART.

3.2 In return for provision of AACOG's demand-response transportation service, the City agrees:

- a. To provide AACOG with financial compensation for Fiscal Year 2025 operations on a month-to-month basis as outlined in the "Financial Contribution" – see Attachment B)
- b. To continue financial support of the demand-response service to AACOG monthly, so long as the City wishes the transportation services to continue;
- c. That the vehicles used shall not be for the exclusive use by or benefit of City's residents, residents shall have no expectation for riding alone or only with other City residents, and the City shall have no ownership right in the vehicles engaged in these services.

Article 4. Agreement Sum and Payment Terms

4.1 The parties have agreed to the City's hourly cost for service for Fiscal year 2025 as defined in Attachment B.

4.2 The City and AACOG agree to meet after each month to discuss ridership and revenue. The ridership report will include the following:

- Age of rider
- Trip Purpose
- Day of Week
- Hour of Day
- Mobility Device (if utilized)
- Cancel Type
- Home City
- Pick Up and Drop Off City
- Contract Service Type

4.3 The City shall remit payment to AACOG no later than 30 days from the received invoice with the required reports mentioned in 4.2.

Article 5. Effective Date and Term of Agreement

5.1 This Agreement shall be on a month-to-month basis starting on October 1, 2024, as the City coordinates and launches its microtransit system.

5.2 On or before the 30-day current term, the Parties shall initiate contact to discuss the continuation of the demand-response service provided by AACOG ART.

5.3 Based on ridership and demand, the total number of ART hours used may be reduced at the city's request.

Article 6. Nondiscrimination and Equal Opportunity

- 6.1 Neither AACOG nor the City shall exclude anyone from participating in and receiving benefits of the services provided under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, veteran status, or national origin.

Article 7. Early Termination of Agreement

- 7.1 If either AACOG or the City breaches a material provision of this Agreement, the other party may notify the breaching party, describing the breach and demanding corrective action be taken. The breaching party shall have five (5) business days from its receipt of notice to correct the breach or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate this Agreement or either party may invoke the dispute resolution process of Article 8. Either party may terminate this agreement without cause with no less than 30 days written notice to the other party
- 7.2 Termination for breach under Section 7.1 does not waive either party's claim for damages resulting from the breach.

Article 8. Dispute Resolution

- 8.1 The parties desire to resolve disputes arising under this Agreement without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute among them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 8, until they have exhausted the procedures set out in this Article.
- 8.2 At the written request of a party, each party shall appoint one representative to negotiate informally and in good faith to resolve any dispute arising under the Agreement. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
- 8.3 If the representatives cannot resolve the dispute within thirty (30) calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Bexar County Dispute Resolution Center for mediation in accordance with the Center's mediation procedures. A mediator assigned by the Center will conduct the mediation. Each party participating in the mediation shall pay one-half the cost of the Center's mediation services.
- 8.4 Unless the dispute is for non-payment of funds due under the Agreement, the parties agree to continue performing their duties under the Agreement, which are unaffected by the dispute during the negotiation and mediation process.
- 8.5 All terms of this Agreement are to be construed in accordance with the laws of the State of Texas with venue lying exclusively in Bexar County.

Article 9. Notice to Parties

- 9.1 Notice to be effective under this Agreement must be in writing and received by the party against whom it is to operate. Notice is deemed received by a party as follows:
1. When delivered to the party personally;
 2. On the date shown on the return receipt if mailed by registered or certified mail, return receipt requested to the party's address specified in paragraph 8.2 and signed on behalf of the party;
 3. Three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in paragraph 9.2.
- 9.2 AACOG's address is 2700 NE Loop 410, Suite 101 San Antonio, Texas 78217, Attention: Clifford Herberg, Executive Director. The City's address is 550 Landa Street, New Braunfels, Texas 78130, Attention: Robert Camareno, City Manager.
- 9.3 A party may change its address or designated representative by providing notice of the change in accordance with paragraph 9.1.

Article 10. Limitation of Liability

- 10.1 AACOG agrees to maintain all vehicles, liability, and workers compensation insurance as legally required by the Texas Department of Transportation.
- 10.2 Damages. In no event shall AACOG be liable to the City for any indirect, special, incidental, punitive, or consequential damages, including, but not limited to, loss of profits, loss of business, or other loss arising out of or resulting from this Agreement even if AACOG has been advised of the possibility of such damages.

Article 11. Miscellaneous

- 11.1 Each individual signing this Agreement on behalf of party warrants that he/she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.
- 11.2 This Agreement states the entire agreement of the parties and an amendment to it is not effective unless in writing and signed by both parties.
- 11.3 This Agreement is binding on and inures to the benefit of the parties' successors in interest.
- 11.4 This Agreement is executed in duplicate originals.
- 11.5 The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity, legality, or enforceability of any other provision of this Agreement.
- 11.6 Nothing in this Agreement shall be construed as a waiver of either party's statutory or common law immunities.

CITY OF NEW BRAUNFELS

By: _____
Robert Camareno
City Manager

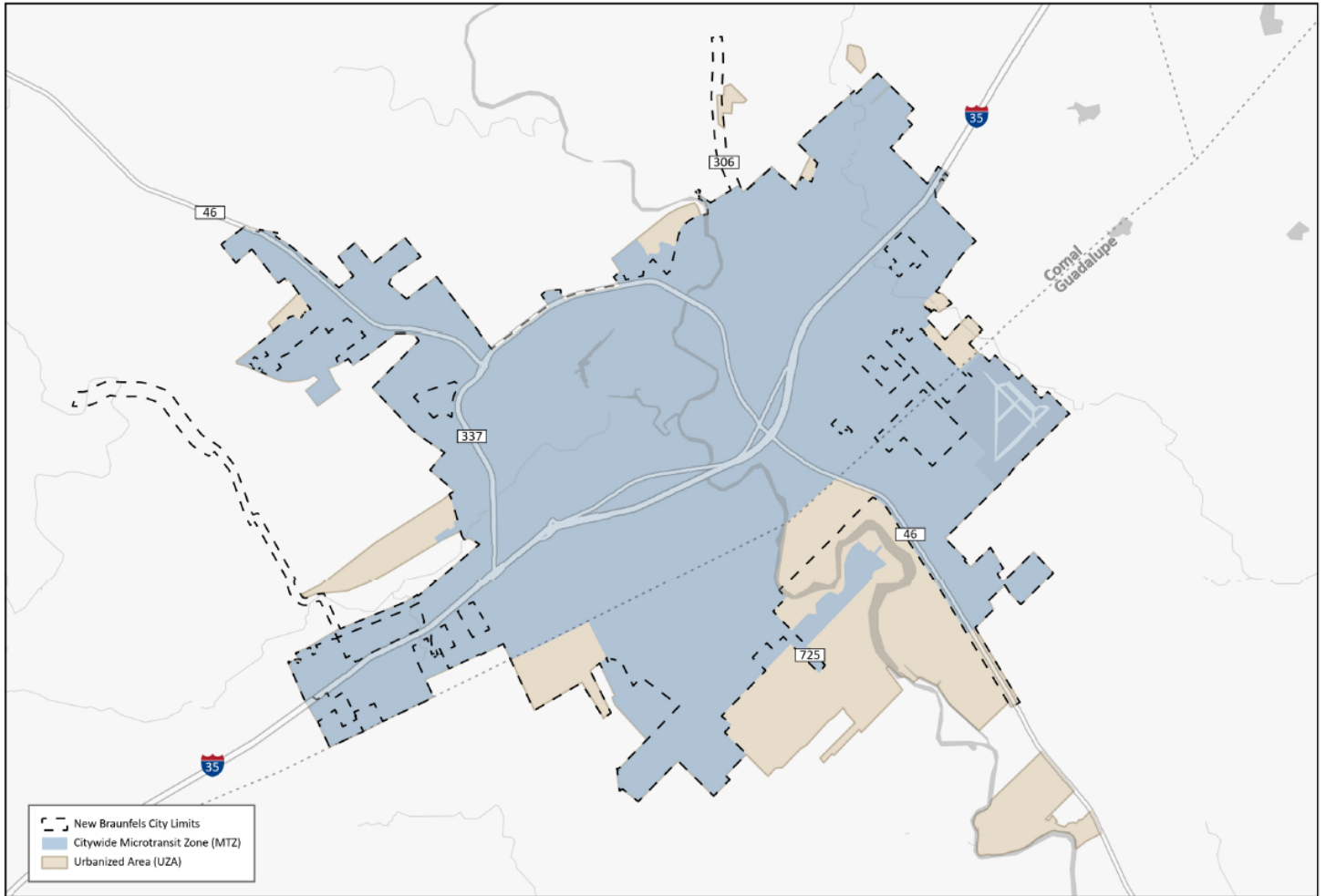
Date: _____

ALAMO AREA COUNCIL OF GOVERNMENTS

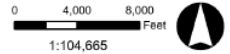
By: _____
Clifford Herberg, Jr.
Executive Director

Date: _____

Attachment A Service Area Map



Proposed Citywide Microtransit Zone



DISCLAIMER: This map and information contained in it were developed exclusively

Attachment B Financial Contribution

Beginning on October 1, 2024, and for each successive 30-day period until notice of cancellation is given, the City shall pay to AACOG for ART demand response services an amount equal to **\$98.18** per revenue hour of service **less** collected passenger fares equal to \$2.00 for general ridership and \$7.00 for contract funding, including but not limited to AVN, Access2Care, and Aging. The monthly invoice amount is not to exceed \$85,000 and will be compared to the ridership reports submitted.

AACOG will provide to the City no later than 15 days after the conclusion of each month of service an invoice for revenue hours, and total passenger fares collected.