

AGREEMENT

made as of the _____ day of _____, _____ by and between the **CITY OF KILLEEN, TEXAS**, a municipal corporation of BELL County, Texas, hereinafter called "City" and **COVE TAXI, INC.** of Copperas Cove, Coryell County, Texas hereinafter called "Vendor".

City:

CITY OF KILLEEN
101 N. College St.
P.O. BOX 1329
Killeen, TX 76540-1329
Attn.: Leslie Hinkle, Executive Director Community
Development
Tel: (254) 501-7847 Email: lhinkle@killeentexas.gov

Vendor:

COVE TAXI, INC.
806 N. 1st Street,
Copperas Cove, TX 76522
Attn: Clarence Page, President
Tel: (254)542-2581
Email: admin@covetaxi.com

The Project is:

Transportation Services – Curb-to-Curb Services
#19.03H/B-19-MC-48-0020
CFDA #14.218 - Community Development Block
Grant (CDBG)
Killeen, Bell County, Texas

The City and Vendor agree as set forth below:

Article I.
Contract Documents

The Contract Documents consist of this Agreement, General Information, Contract Obligations, Technical Requirements, and Optional Features identified in the Request for Proposal, Addenda issued prior to execution of this Agreement, Negotiations when properly agreed to by City, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article XI. Vendor must maintain compliance with the City of Killeen Code of Ordinances Chapter 29, governing Transportation.

Article II. SERVICES

Vendor agrees to furnish transportation services to elderly citizens of Killeen, who are approved participants of the Killeen Elderly Transportation Program, in compliance with the following requirements:

- a. Vendor agrees to have and maintain taxicabs and drivers available twenty-four (24) hours daily for transportation of eligible elderly persons of the City of Killeen with the exception of Christmas Day (December 25).
- b. Vendor agrees that taxicabs operating under the provisions of this contract will be maintained at all times in accordance with the requirements of Chapter 29 of the Code of Ordinances of the City of Killeen.
- c. Vendor agrees to prepare monthly invoices and submit these invoices to the Killeen Community Development Department for verification and processing.
- d. Vendor agrees to prepare and submit monthly ride log reports to the Killeen Community Development Department staff for verification and processing.
- e. Vendor agrees to provide Killeen Community Development Department a list of new taxicab units and new drivers quarterly, and at such other times as requested by Community Development staff, for the duration of this contract.
- f. Vendor agrees to provide a response time of not more than forty-five (45) minutes from the time the call is placed for dispatch until the time the rider is picked up.
- g. Vendor agrees to make available client trip tickets as an indication of the response log when requested by the City.
- h. Vendor agrees to provide all taxicabs operating under the provisions of this contract, as smoke-free, meaning that riders and drivers of these vehicles will not be allowed, at any time, to smoke in vehicles. Each driver will be required to post a sign in clear view of passengers indicating that smoking is not allowed, as described in City of Killeen Code of Ordinances.
- i. Vendor agrees to require drivers to assist passengers with entering and exiting vehicles to include loading groceries into the vehicle and unloading groceries to the passenger's front door.
- j. Vendor agrees when two or more program participants are picked up and dropped off at the same location, only one fare will be charged.
- k. Vendor agrees not to charge any person who rides with the program participant at such time when the program participant requires such person to assist in their regular and/or life activities.
- l. Vendor agrees to accept reservations for pre-arranged service, from program participants providing a minimum one (1) hour notice, to Vendor, prior to pick up time.

Article III. DATE OF COMMENCEMENT AND INITIAL TERM

The date of commencement for associated transportation services under this agreement shall begin **OCTOBER 1, 2019 with completion on SEPTEMBER 30, 2020.**

The initial term of this agreement is the date of commencement identified above. City may renew this Agreement annually, for a period up to three (3) successive years after the initial agreement and satisfactory review of past performance, under the most recent agreement, for transportation services for the Killeen Elderly Transportation Program.

Article IV. OPERATIONS

Vendor agrees that taxicabs operating under the provisions of this contract will be operated at all times in accordance with the requirements of the state and federal laws and applicable ordinances of the City.

Article V. DISPATCHING

Vendor agrees to have its own telephone number(s) and agrees to receive and dispatch all calls relating to this service. Vendor agrees that all calls received pursuant to this contract shall be treated as any other fare and shall receive no preference or disfavor.

Article VI. FARES

As full compensation to the Vendor for operation of transportation services under the provisions of this contract, the City agrees to reimburse the Vendor for fares charged to program participant passengers under the following conditions.

- a. Vendor shall provide transportation at the standard rate to approved program participants of the Killeen Elderly Transportation Program and shall adhere strictly to the Contract Documents and governing rules and regulations regarding Transportation under local Code and Ordinances.
- b. Vendor agrees to charge no more than **SIXTEEN DOLLARS AND NO/100 (\$16.00)** for a one way fare per program participant.
- c. The effective rate charged for the program shall not exceed the normal cab fare as established in Chapter 29 of the Code of Ordinances as amended periodically.
- d. City shall reimburse Vendor for amounts submitted to City, in accordance with submitted monthly invoices and reconciled reports. City shall make payable such invoices within thirty days of receipt from Vendor.

Article VII. Owner-Vendor Relations

It is expressly agreed and understood by all parties hereto that Vendor is independent in its relationship to the City. Nothing herein contained at any time or in any manner shall be construed to: (1) effect an agreement of partnership or joint venture; or (2) render any party hereto the employer or master of any other party and/or its employees, agents, or representatives.

Article VIII.
INDEMNIFICATION AND ASSUMPTION OF LIABILITY

Vendor agrees to indemnify, and does hereby indemnify, hold harmless and defend, the City, its agents, servants, or employees, from and against any and all claims for damages or injuries to persons or property of whatsoever kind or character, whether real or asserted, arising out of or incident to the operation of a vehicle utilized for the transportation of approved program participants in the Killeen Elderly Transportation Program and all other operation arising under or otherwise incidental to the provisions of this contract.

Vendor hereby assumes all liability and responsibility for injuries, claims, suits or damages to persons or property, of whatever kind or character, whether real or asserted, occurring during the term of this agreement, arising out of or by reason of the operation of the transportation of approved program participants in the Killeen Elderly Transportation Program and all other operations arising under or otherwise incidental to the provisions of this contract.

Article IX.
INSURANCE

The Vendor agrees to maintain Personal Liability and Property Damage Insurance for its operations and agrees to furnish the City, upon request, proof of current minimum liability coverage of at least the amount required by the state of Texas for proof of financial responsibility.

Article X.
TERMINATION

This Agreement may be terminated or suspended by the City or Vendor by providing the other with a 15-day written notice to the address and individual, or his/her designee, referenced in this agreement.

Article XI.
ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated and are attached as follows:

The Request for Proposals for Transportation Services (RFP 19-22)

Addendum # 1 - July 11, 2019

Proposal Affidavit (Att 1)

Offeror's Certifications (Att 2)

Curb to Curb Service – Services / Maximum Fares to be Charged (Att 3A)

Curb to Curb Service - Criterion (Att 3B)

Curb to Curb Transportation Services - Supporting Documentation and attachments (Att 5)

No Israel Boycott Certification

Conflict of Interest Questionnaire Form CIQ

Article XII.
GOVERNANCE FOR LITIGATION PURPOSES

This agreement shall be governed and construed according to the laws of the State of Texas. Venue for the purposes of any and all lawsuits, causes of actions, claims, or disputes shall be in Bell County, Texas.

IN WITNESS WHEREOF, the parties to these presents have executed two (2) originals of this contract, one original to be maintained by the CITY and one original to be maintained by the VENDOR, in the year and day first above mentioned.

CITY

DAVID L. ELLISON, Assistant City Manager
City of Killeen, Texas

(Date)

VENDOR

Clarence Page, President
COVE Taxi, Inc.
Copperas Cove, Texas

(Date)

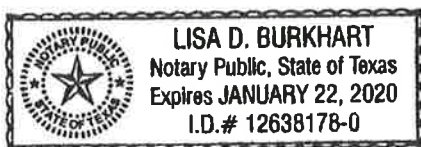
ATTEST

(Signature)

STATE OF TEXAS §
COUNTY OF Coryell §

BEFORE ME, A Notary Public, on this day personally appeared Clarence Page known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purpose of and consideration herein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7 day of August, 2019.



Lisa D. Burkhart
Notary Public, in and for the State of Texas



No Israel Boycott Certification

Texas Government Code, Chapter 2270, provides that a governmental entity – including a city – may not enter into certain contracts with a company for goods or services unless the contract contains a written verification that the company does not boycott Israel and will not boycott Israel during the term of the contract. The verification is specifically required when a governmental entity 1) enters into a contract with a company with ten (10) or more full-time employees, and 2) the contract is valued at \$100,000 or more to be paid wholly or partly from public funds.

"Boycott Israel" is defined in Texas Government Code 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

By signing below, I verify that the company listed below does not boycott Israel and will not boycott Israel during the term of the contracted entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

Clarence Page

Printed Name

8-7-19

Date

Cove Taxi, Inc.

Title