Memorandum of Agreement
Texas A&M University - Corpus Christi and
the Corpus Christi Regional Transportation Authority
For Bus Services and Bus Pass ID Authorization
September 1, 2016 through August 31, 2017

This Agreement made and entered into by and between Texas A&M University – Corpus Christi (TAMU-CC), a member of The Texas A&M University System, an agency of the State of Texas and Corpus Christi Regional Transportation Authority (CCRTA).

WHEREAS, the CCRTA operates fixed route and accessible B-Line curb to curb transportation bus services in Nueces County and parts of San Patricio County, that directly or indirectly serve the TAMU-CC campus in Corpus Christi, TX; and

WHEREAS, TAMU-CC is experiencing a shortage of on-campus parking and off-site public parking supply for its students and employees at its campus and has approached the CCRTA to help with transportation assistance that would help to reduce the parking demand by University students, faculty, and employees; and

WHEREAS, TAMU-CC desires to encourage its students, faculty, and employees to use CCRTA bus services to go to and from the campuses for school, work and all other activities, by riding the bus from home or from remote, off-campus parking centers; and

WHEREAS, the CCRTA desires to increase its ridership base by encouraging people with transportation choices in its service area to take advantage of the benefits of the current public transportation system, including the effects of lessened traffic congestion and improved air quality; and

WHEREAS, TAMU-CC does issue identification cards (ID) to its students and employees that are validated each school period; and

WHEREAS, TAMU-CC has requested that CCRTA allow all TAMU-CC students, faculty, and employees (including faculty and administrators) who display a valid TAMU-CC "SAND DOLLAR" ID to ride all CCRTA regular fixed route buses and B-Line curb-to-curb buses at all times at no cost to the student, faculty member, or employee; and

WHEREAS, ridership by students and employees has significantly exceeded expectations since it began in 1999.

NOW, THEREFORE, BE IT AGREED BY THE CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY AND TEXAS A&M UNIVERSITY-CORPUS CHRISTI THAT:

1. Beginning September 1, 2016, and continuing through August 31, 2017, the CCRTA will allow any TAMU-CC student, employee, and/or contract employee
who displays a valid TAMU-CC "SAND DOLLAR" ID for that semester to ride any CCRTA regular fixed route bus at no cost. In addition, CCRTA will allow any TAMU-CC student, employee, and/or contract employee who is certified as eligible to use CCRTA's B-Line accessible bus service, and who displays a valid TAMU-CC "SAND DOLLAR" ID for that semester, to ride the B-Line curb-to-curb transportation service at no cost. All other current rules, procedures and policies for passenger service on CCRTA buses shall apply to the TAMU-CC students and employees.

2. TAMU-CC will also advise students, faculty, and employees that they can ride CCRTA buses at no charge as long as they display a valid current "SAND DOLLAR" ID, including each summer school semesters.

3. Beginning September 1, 2016, and continuing through August 31, 2017, the CCRTA will operate the #63 – TAMU WAVE bus route that will have limited stops at apartment complexes and areas identified by TAMU-CC and the CCRTA to the TAMU-CC campus. This bus service will operate on weekdays and weekends when TAMU-CC is in session during the 2016-2017 Academic Year plus Summer Sessions. The CCRTA will operate the #60 – TAMU ISLANDER SHUTTLE from TAMU Momentum Campus to the TAMU-CC campus. This service will operate with 2 buses from 7:30 AM through 1:00 PM with 10 minute frequency and with 1 bus from 1:00 PM to 6:00 PM with 20 minute frequency. This bus service will operate only on weekdays when TAMU-CC is in session during the Fall 2016 and Spring 2017 semesters.

4. TAMU-CC will make available the opportunity and space for the CCRTA to conduct new student and existing student orientation to transit services available to them at no cost at an appropriate time period preceding the beginning of each semester to promote the new fare-free ridership program for TAMU-CC students and employees and other additional general benefits of public transportation in the community. Further, TAMU-CC shall on TAMU-CC campus provide a suitable area for the CCRTA to continually advertise its services and programs throughout the CCRTA service area.

5. In consideration for this, TAMU-CC will pay CCRTA the amount of ONE HUNDRED ELEVEN THOUSAND SIX HUNDRED AND FIFTY TWO DOLLARS AND FIVE CENTS ($111,652.05) for the TAMU WAVE service and SIXTY FOUR THOUSAND THIRTEEN DOLLARS AND FORTY CENTS ($64,013.40) for the ISLANDER SHUTTLE service to reimburse CCRTA for all fares and expenses that may have been lost or incurred for this program for the full period of the program, and for operating expenses for the bus services. CCRTA will invoice the University in two equal payments of FIFTY FIVE THOUSAND EIGHT HUNDRED TWENTY SIX DOLLARS AND TWO CENTS ($55,826.02) for the TAMU WAVE service and two equal payments of THIRTY TWO THOUSAND SIX DOLLARS AND SEVENTY CENTS ($32,006.70) for the ISLANDER SHUTTLE service. One billing will occur during the Fall 2016 semester and the other during the Spring 2017 semester.
6. CCRTA will monitor this program and its utilization during the year, to the extent possible. CCRTA and TAMU-CC understand that, if it is mutually desired that this program be extended for any future year(s), the CCRTA reserves the right to negotiate with TAMU-CC a revised program cost and qualifications appropriate to the amount of use by TAMU-CC students and employees and to the additional costs incurred by CCRTA to implement this program. The term of this Agreement will commence on September 1, 2016 through August 31, 2017, and may be renewed annually for up to five years upon mutual written agreement of the parties at least thirty (30) days prior to the expiration of a term.

7. CCRTA may re-negotiate the rate of reimbursement for its services each continuing year of assistance, which will include anticipated increases in the cost of fuel plus recovery of any expenses that occurred in excess of the cost of fuel and other service costs built into the prior contract year.

8. If either the CCRTA or TAMU-CC deems it necessary to discontinue this program before the Spring 2017 semester begins, CCRTA or TAMU-CC will advise the other party in writing at least thirty (30) days before the beginning of that semester.

9. Execution and modification. This Agreement is binding only when signed by both parties. Any modifications or amendments must be in writing and signed by both parties.

10. Assignment. This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both parties.

11. Notices. Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonably means and will be effective when actually received. TAMU-CC and CCRTA can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

Texas A&M University – Corpus Christi  
Attn.: Director, Contracts & Property  
6300 Ocean Drive, MS 5731  
Corpus Christi, Texas 78412  
Email: contracts@tamucc.edu
12. Headings. Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.

13. Governing Law. This Agreement is construed under and in accordance with the laws of the State of Texas. Mandatory venue for all legal proceedings against TAMU-CC is in the county in which the principal office of the chief executive officer is located. At execution of this Agreement, such county is Nueces County, Texas.

14. Independent Contractor Status. This Agreement will not be construed as creating an employer/employee relationship between TAMU-CC and CCRTA.

15. Severability. If any provision or provisions of this Agreement shall be held invalid or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired thereby.

16. Force Majeure. Each party shall be excused from any breach of this Agreement, which is proximately caused by government regulation, war, strike, act of God, or other similar circumstance normally deemed outside the control of well-managed businesses.

17. Dispute Resolution Process

1) The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by TAMU-CC and CCRTA to attempt to resolve any claim for breach of contract made by CCRTA:

(A) CCRTA’s claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, CCRTA shall submit written notice, as required by subchapter B, to John Casey, Director of Contracts and Property. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of TAMU-CC and CCRTA otherwise entitled to notice under the parties’ contract. Compliance by CCRTA with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.
(B) The contested case process provided in Chapter 2260, subchapter C, of the Government Code is CCRTA's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by TAMU-CC if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.

(C) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by TAMU-CC nor any other conduct of any representative of TAMU-CC relating to the contract shall be considered a waiver of sovereign immunity to suit.

2) The submission, processing and resolution of CCRTA's claim is governed by the published rules adopted by the Office of the Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found at 1T.A.C. chapter 68.

3) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by CCRTA, in whole or in part.

4) The designated individual responsible on behalf of TAMU-CC for examining any claim or counterclaim and conducting any negotiations related thereto as required under §2260.052 shall be John Casey, Director of Contracts and Property.

18. Public Information Act.

(a) CCRTA acknowledges that TAMU-CC is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

(b) Upon TAMU-CC's written request, CCRTA will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to Texas A&M University – Corpus Christi in a non-proprietary format acceptable to TAMU-CC. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which TAMU-CC has a right of access.

(c) CCRTA acknowledges that TAMU-CC is required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.
19. Loss of Funding. Performance by TAMU-CC under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, then TAMU-CC will issue written notice to CCRTA, and TAMU-CC may terminate this Agreement without further duty or obligation hereunder. CCRTA acknowledges that appropriation of funds is beyond the control of TAMU-CC.

20. Entire Agreement. This Agreement contains the entire agreement between CCRTA and TAMU-CC with respect to the matters contained herein, and supersedes all other oral or written agreements between the parties with respect to such matters. It is acknowledged that other contracts may be executed. Such other agreements are not intended to change or alter this Agreement unless expressly stated in writing.

CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY

Jorge Cruz-Aedo
Chief Executive Officer

Date: 7/25/16

TEXAS A&M UNIVERSITY – CORPUS CORPUS

Terry Tatum
Executive VP for Finance & Administration

Date: 7/22/16

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