

Sutton County Commissioners Court
SPECIAL BUDGET MEETING
Thursday, August 6, 2026 at 9:00am
St. John's Episcopal Church Hall, 404 E. Poplar, Sonora TX 76950

Joseph Harris
County Judge

Lee Bloodworth
Commissioner
Precinct 1

Bob Brockman
Commissioner
Precinct 2

David Blesing
Commissioner
Precinct 3

Harold Martinez
Commissioner
Precinct 4

Members of the public may give comment before the Commissioners Court on any item on this agenda. Please note that members of the public may not communicate to the court about any other subject not specifically mentioned on this agenda. Members of the Commissioners Court cannot discuss, deliberate, or act on any item or topic not scheduled on this agenda in accordance with existing law.

BUSINESS

- 1 Determination of quorum and call to order

AGENDA

Deliberate, consider and take appropriate action regarding the following:

- 2 Rental of equipment needed for emergency repairs caused by July 17th flood-Robert Hughes
- 3 2026-2027 Concho Valley Transit Transportation Services Renewal
- 4 Recess to annex building for walkthrough
- 5 Budget Workshop

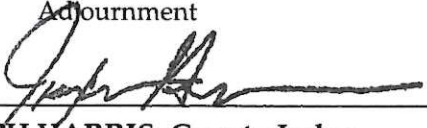
EXECUTIVE SESSION

- Note 1 Texas Government code 551.071, Consultation with Attorney
Note 2 Texas Government code 551.072, Real Property
Note 3 Texas Government code 551.074, Personnel Matters
Note 4 Texas Government code 551.076, Security
Note 5 Texas Government code 551.087, Economic Development Negotiations
Note 6 Texas Government code 551.089, IT Security

The County Commissioners Court of Sutton County reserves the right to adjourn into executive sessions at any time during this meeting to discuss any of the matters listed below. The Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the court announces that the item will be considered during Executive Session.

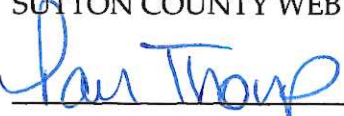
RECONVENE

- 6 Public Comment
- 7 Adjournment



JOSEPH HARRIS, County Judge

POSTED ON THE FRONT OUTSIDE WINDOW OF THE COURTHOUSE ANNEX BUILDING and the
SUTTON COUNTY WEB PAGE www.co.sutton.tx.us this the 3rd day of August 2026.



PAM THORP, County Clerk

INTERLOCAL COOPERATION AGREEMENT

RURAL PUBLIC TRANSPORTATION SERVICES

This Interlocal Cooperation Agreement ("Agreement") is entered into by and between the Concho Valley Council of Governments, acting by and through Concho Valley Transit District ("CVTD"), a political subdivision and governmental entity organized under the laws of the State of Texas, and Sutton County, Texas ("County"), a political subdivision of the State of Texas. CVTD and County may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties are local governmental entities authorized to enter into interlocal agreements pursuant to Chapter 791 of the Texas Government Code, commonly known as the Texas Interlocal Cooperation Act;

WHEREAS, CVTD operates a public transportation system serving the Concho Valley region consisting of Coke, Concho, Crockett, Irion, Kimble, Mason, Menard, McCulloch, Reagan, Schleicher, Sterling, Sutton and Tom Green counties ("Service Area") and receives financial assistance from federal, state, and local sources to provide transportation services for residents of participating jurisdictions;

WHEREAS, County desires to participate in and support the continued availability of public transportation services for its residents, including transportation to medical, educational, employment, governmental, and other destinations throughout the Service Area;

WHEREAS, the Parties recognize that regional public transportation services promote economic opportunity, access to healthcare, mobility for elderly and disabled persons, and the general welfare of the citizens of the Concho Valley region;

WHEREAS, the Parties find that entering into this Agreement serves a public purpose and furthers the governmental functions of both entities; and

WHEREAS, the governing bodies of the Parties have determined that execution of this Agreement is in the best interest of their respective citizens and communities.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

I. AUTHORITY.

This Agreement is entered into pursuant to the authority granted by Chapter 791 of the Texas Government Code and any other applicable provisions of Texas law governing public transportation services and intergovernmental cooperation. The Parties acknowledge that each Party is authorized to perform the governmental functions contemplated herein and that the transportation services provided under this Agreement constitute governmental functions and services.

II. PURPOSE.

The purpose of this Agreement is to establish the terms under which CVTD will provide public transportation services to residents of County and transport eligible passengers between locations within County and destinations throughout the Service Area and other destinations as approved by CVTD.

The Parties intend that the services provided under this Agreement improve regional mobility and access to essential services while promoting efficient use of public resources through a coordinated transportation network.

III. SERVICES.

- CVTD shall operate and maintain rural public transportation services for residents of County in accordance with all applicable federal and state laws, regulations, grant requirements, and agency policies governing public transit systems.
- Transportation services may include demand-response transportation and other transit services authorized by CVTD policies and funding requirements. Services may be used to transport passengers to and from medical appointments, employment opportunities, educational institutions, governmental offices, shopping destinations, social services, and other lawful destinations.
- CVTD shall determine routes, schedules, operating procedures, vehicle assignments, service hours, eligibility requirements, and service priorities in its sole discretion, subject to applicable laws and funding conditions. County acknowledges that service levels may be modified from time to time based upon available funding, vehicle availability, ridership demands, staffing, operational needs, or changes in state or federal requirements.
- Transportation services provided pursuant to this Agreement are intended primarily to facilitate travel within the Service Area; however, nothing in this Agreement shall prohibit CVTD from establishing additional routes or destinations as operationally appropriate.

IV. COST OF SERVICES.

- County agrees to pay CVTD an annual service fee in the amount of \$37,694.75 in consideration of the transportation services provided under this Agreement. The annual service fee may be paid in either monthly installments or a single annual payment, as mutually agreed by the Parties.
- The annual service fee shall be reviewed by the Parties each fiscal year and may be adjusted upon mutual agreement to reflect increases or decreases in operating costs, inflation, changes in the level or scope of services provided, changes in applicable federal or state funding requirements, or other factors affecting the cost of providing public transportation services. Any adjustment to the annual service fee must be approved by the Sutton County Commissioners Court and documented in a written amendment executed by both Parties.
- CVTD shall use reasonable efforts to obtain and maintain available federal, state, and other grant funding to support the operation of its regional public transportation system. Any grant funds received shall be applied toward the overall operation of the transit system and are not intended to reduce or otherwise alter the County's agreed annual service fee unless expressly agreed to in writing by the Parties.
- Residents of County shall be eligible to use the standard public transportation services provided under this Agreement without payment of passenger fares. However, if a resident requests or requires specialized transportation services that are not included within CVTD's standard rural transit program or that are subject to separate funding restrictions or fee schedules, any applicable charges shall be the responsibility of the individual rider and shall be assessed and collected directly by CVTD in accordance with its then-current policies.
- Except for the annual service fee and any other obligations expressly agreed to in writing, County shall have no responsibility for operating deficits, cost overruns, capital expenditures, or other financial obligations incurred by CVTD in the operation of its transportation system. Nothing in this Agreement shall obligate County to provide additional funding beyond its agreed contribution unless authorized by the County and memorialized through a written amendment executed by both Parties.
- County's payment obligations under this Agreement shall be made from current revenues legally available to the County, as required by Chapter 791, Texas Government Code.

V. INVOICING AND PAYMENT.

- CVTD shall submit invoices to County for amounts due under this Agreement in accordance with the agreed payment schedule.
- County shall remit payment in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, with payment due not later than thirty (30) days after receipt of a properly submitted invoice, unless the Parties mutually agree in writing to an alternative payment schedule. Any disputed invoice shall be handled in accordance with applicable law, and County shall promptly notify CVTD of any disputed amounts.

VI. RESPONSIBILITIES OF CVTD.

- CVTD shall furnish all personnel, vehicles, fuel, equipment, dispatch services, maintenance, insurance, licenses, administrative, and management support necessary to operate the transportation system. All personnel shall meet applicable licensing, background check, and training requirements as mandated by law and CVTD policies.
- CVTD shall maintain all vehicles in safe operating condition and shall ensure compliance with applicable safety standards, vehicle inspection requirements, and transit regulations imposed by the Federal Transit Administration, the Texas Department of Transportation, and other regulatory authorities.
- CVTD shall provide services and accommodations in full compliance with the Americans with Disabilities Act (ADA), including accessible vehicles, trained personnel, and reasonable modifications where required to ensure individuals with disabilities have equal access to transportation services.
- CVTD shall establish and enforce reasonable operating rules, rider conduct policies, eligibility standards, reservation procedures, service boundaries, and other requirements necessary for the efficient operation of the transportation system.
- CVTD shall retain sole authority over personnel matters, operational decisions, vehicle procurement, maintenance schedules, safety programs, and service delivery methods.
- CVTD shall provide regular reports to the County on transportation service performance, including ridership statistics, on-time performance, customer feedback, service reliability, and financial metrics.

- CVTD shall notify the County in advance of any proposed material changes to service levels, fare structures, service areas, or hours of operation. CVTD shall make a good faith effort to incorporate County input into any significant operational changes.

VII. RESPONSIBILITIES OF COUNTY.

- County shall cooperate with CVTD in promoting public awareness of available transportation services and may assist in disseminating service information to residents, local agencies, healthcare providers, and community organizations.
- County shall not be responsible for the day-to-day operation, scheduling, maintenance, dispatch, or administration of transit services and shall have no authority to direct or supervise CVTD employees.
- County shall not incur any financial obligations under this Agreement except as expressly authorized herein or by subsequent written agreement.
- County shall coordinate with CVTD during emergency events, natural disasters, or public health situations to ensure transit services are adjusted appropriately to meet community needs and align with emergency response plans.
- County shall provide reasonable assistance to CVTD in meeting compliance or reporting requirements that require County participation, including assistance in gathering local demographic or geographic data relevant to service or funding eligibility.
- If required by CVTD, County shall designate and maintain representation on any transit advisory committee, planning committee, or similar body established by CVTD to facilitate regional transportation planning, coordination of services, identification of community transportation needs, and communication regarding transit operations and priorities. County shall use reasonable efforts to ensure that its designated representative participates in meetings and activities related to such committee responsibilities.

VIII. COMPLIANCE WITH LAW.

CVTD shall operate the transportation services contemplated by this Agreement in accordance with all applicable federal, state, and local laws, including, but not limited to, Chapter 458 of the Texas Transportation Code, Chapter 791 of the Texas Government Code, the Americans with Disabilities Act, Title VI of the Civil Rights Act of 1964, Section

504 of the Rehabilitation Act of 1973, the Federal Transit Act, and all applicable regulations and grant conditions imposed by funding agencies. The Parties shall comply with all laws governing open meetings, public information, records retention, ethics, and governmental accountability.

IX. NONDISCRIMINATION.

Neither Party shall discriminate on the basis of race, color, national origin, religion, sex, age, disability, veteran status, or any other classification protected by law in the performance of this Agreement. CVTD shall maintain policies and procedures to ensure compliance with all applicable nondiscrimination requirements and accessibility standards governing public transportation services.

X. LIABILITY AND IMMUNITY.

- Each Party shall remain responsible for its own acts and omissions and those of its officers, employees, agents, and contractors.
- Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or agency relationship between the Parties. Nothing in this Agreement shall be construed as waiving, relinquishing, or enlarging any immunity, limitation of liability, or defense available to either Party under Texas law.
- The Parties expressly acknowledge that they are governmental entities entitled to all rights, privileges, defenses, and immunities afforded by the Constitution and laws of the State of Texas, including governmental immunity and the Texas Tort Claims Act.

XI. INSURANCE.

CVTD shall maintain insurance coverage, self-insurance, participation in a governmental risk pool, or other financial protections in amounts and forms reasonably necessary for the operation of its transportation system and as required by law or applicable grant agreements. Nothing in this Agreement shall require either Party to obtain insurance coverage beyond that required by applicable law or existing governmental risk management programs.

XII. RECORDS AND AUDIT.

Each Party shall maintain records related to its obligations under this Agreement in accordance with applicable records retention requirements. To the extent required by law, records relating to the services provided under this Agreement shall be subject to inspection and audit by authorized representatives of the Parties and by state or federal agencies having jurisdiction over the funding or operation of public transportation programs.

XIII. TERM AND TERMINATION.

- This Agreement shall become effective on September 01, 2026 and continue in effect through August 31, 2027, unless earlier terminated in accordance with this Article.
- Either Party may terminate this Agreement without cause upon ninety (90) days' written notice to the other Party.
- Either Party may terminate this Agreement immediately upon written notice if continuation of the Agreement would violate applicable law or if funding necessary to support the transportation services is withdrawn or materially reduced.
- Termination of this Agreement shall not affect any rights or obligations that accrued prior to the effective date of termination.

XIV. NOTICE.

Any notice required under this Agreement shall be in writing and delivered personally, by certified mail, return receipt requested, or by recognized overnight delivery service to the following representatives:

For CVTD:

Executive Director
CVCOG / CVTD
5430 Link Road
San Angelo, TX 76904

For County:

County Judge
Sutton County, Texas
300 E. Oak, Ste. 4
Sonora, TX 76950

XV. MISCELLANEOUS.

a. AMENDMENT.

This Agreement may be amended only by written instrument approved and executed by the governing bodies or authorized representatives of both Parties.

b. SEVERABILITY.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

c. ASSIGNMENT.

Neither Party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other Party, except where such assignment is required by law.

d. FORCE MAJEURE.

Neither Party shall be liable for delay or failure to perform any obligation under this Agreement due to causes beyond its reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, or governmental action.

e. HEADINGS.

Section headings are for reference only and shall not affect the interpretation of this Agreement.

f. NO THIRD-PARTY BENEFICIARIES.

This Agreement is intended solely for the benefit of the Parties and does not create any rights, claims, or causes of action in favor of any third party.

g. ENTIRE AGREEMENT.

This Agreement constitutes the entire understanding between the Parties concerning the subject matter addressed herein and supersedes all prior negotiations, representations, and agreements, whether oral or written.

h. GOVERNING LAW AND VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action arising under this Agreement shall lie exclusively in a court of competent jurisdiction located in Texas.

i. DISPUTE RESOLUTION.

Any disputes under this Agreement shall be addressed first through informal negotiation between designated representatives of the Parties. Any dispute, claim, or controversy not resolved through informal negotiations shall be resolved in accordance with Chapter 2009 of the Texas Government Code. The Parties agree that prior to initiating any legal action, they will engage in the process specified under said chapter, including, but not limited to, any applicable mediation, negotiation, or other procedures required under Texas law. Should the dispute not be resolved through such methods, the Parties may pursue other remedies available under Texas law.

j. **EXECUTION.**

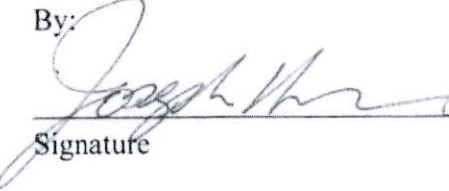
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Sutton County, Texas

**Concho Valley Transit District /
Concho Valley Council of Governments**

By:

 08/12/2026
Signature Date

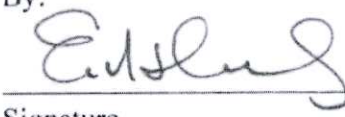
Joseph Harris

Print Name

County Judge

Title

By:

 12 Aug 2024
Signature Date

Erin Hernandez

Print Name

Executive Director

Title