

THE STATE OF TEXAS
COUNTY OF FORT BEND

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INTERLOCAL AGREEMENT FOR TRANSPORTATION SERVICES

This Interlocal Agreement (hereinafter referred to as “Agreement”), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between FORT BEND COUNTY, TEXAS (hereinafter referred to as “County”), a body corporate and politic, acting by and through its Commissioners Court, and the CITY OF SUGAR LAND, TEXAS (hereinafter referred to as “City”), a municipality duly organized and existing under the laws of the State of Texas, acting by and through its City Council.

RECITALS

WHEREAS, the County operates commuter park and ride services (“Commuter Services”) and demand response services (“Demand Response Services”) that serve the transit needs of the citizens of Fort Bend County, including City residents (together, the Commuter Services and the Demand Response Services are the “Transit Services”); and

WHEREAS, the City has agreed to contribute \$70,000 to support the County’s Transit Services; and

WHEREAS, the target users of the Transit Services are residents of Fort Bend County who regularly travel to the geographic areas of the West Bellfort Metro Park-n-Ride, Greenway Plaza, the Galleria Area, the Texas Medical Center, and other destinations in Harris County and within Fort Bend County; and

WHEREAS, the funds, in part, will be expended to pay operating costs in connection with the Transit Services; and

WHEREAS, the City recognizes the importance of data to better guide and support planning and operational efforts; and

WHEREAS, this Agreement may be amended by the mutual agreement of the parties hereto to incorporate support for other transit service needs; and

WHEREAS, the City and County believe it is in their best interests to enter into this Agreement, to provide the Transit Services to the citizens of Fort Bend County; and

WHEREAS, the City and County agree to abide by all pertinent federal, state, and local laws and regulations; and

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, the County and City agree as follows:

ARTICLE I
PURPOSE

1.01 The purpose of this Agreement is to provide the Transit Services for residents of Fort Bend County who regularly travel into Harris County and other destinations in Fort Bend County.

ARTICLE II
TERM AND TERMINATION

2.01 This Agreement shall be effective on the date the last party executes this Agreement and will be in effect for one (1) year from the effective date.

2.02 Unless sooner terminated as provided in this Agreement, the initial term of the Agreement will begin and end on the dates referenced above and thereafter will automatically renew for successive one (1) year terms, subject to the right of the City or County to terminate this Contract at the end of the initial term or any of the successive one (1) year terms by giving the other party written notice of termination at least thirty (30) days prior to the end of the then-current term.

2.03 The City and County acknowledge that the Commuter Services and/or the Demand Response Services can be discontinued at any time by County. In the event the Commuter Services and/or the Demand Response Services are discontinued for any reason, the County will repay any City-provided funds that have not yet been expended as of the date of such discontinuation of services.

2.04 Either party may terminate this Agreement by serving thirty (30) days' prior written notice of termination on the other party. In the event of termination by either party, the County will repay any City-provided funds that have not yet been expended as of the date of such termination.

2.05 Notwithstanding any other provisions of this Agreement, if this Agreement provides for the City to make payments to the County in any fiscal year following City's fiscal year in which this Agreement begins and the City's city council fails to appropriate funds to make the payments, then this Agreement automatically terminates at the beginning of the first day of the successive fiscal year for which funds were not appropriated, and the City shall not be obligated to make or have any liability to County for the payments. The City will notify the County of the city council's failure to appropriate funds.

ARTICLE III
CONSIDERATION

3.01 As consideration for the County's performance under this Agreement, the City agrees to pay to the County Seventy Thousand and No/100 Dollars (\$70,000.00) annually. The County will submit an invoice to the City no later than August 30 of each year of the Agreement, requesting payment of the \$70,000.00. Upon timely receipt of such invoice, the City will pay the County by September 30 for each year the Agreement remains in effect. If the County does not submit its invoice by August 30, the City will have thirty (30) days from the date it actually receives the invoice to make payment.

ARTICLE IV
OBLIGATIONS OF THE COUNTY

4.01 For the purposes and consideration herein stated and contemplated, the County will operate the Commuter Services to the West Bellfort Park-n-Ride, Greenway Plaza, the Galleria Area, and Texas Medical Center, and will operate the Demand Response Services in accordance with trip requests.

4.02 The County will continue the Transit Services on an annual term, based on the availability of funding.

4.03 Upon request by the City, the County will present an annual ridership report to the City's City Council. If requested, the ridership report will be presented no later than May 31st of each year of this Agreement.

4.04 The County will operate the Transit Services utilizing those vehicles that best suit the operational needs, in the County's discretion. Vehicles used shall meet the requirements of the Americans With Disabilities Act.

4.05 At a minimum, the County will provide the Transit Services from Monday through Friday of each week, excluding County holidays, as follows:

4.05.1 Commuter Services will be provided from 5:00 a.m. to 8:52 a.m. and from 3:05 p.m. to 8:14 p.m.; and

4.05.2 Demand Response Services will have a first drop-off time of 8:00 a.m. and a last pick-up time of 5:00 p.m.

4.06 Buses will operate with no more than a 35-minute headway.

4.07 Notwithstanding anything to the contrary contained herein, during the term of this Agreement the County may, in its discretion, increase or decrease service hours, days, headway periods, and/or the number of buses or bus sizes utilized to provide the services based on the utilization need.

4.08 The County and/or its agent will be responsible for management and supervision of all aspects of the Transit Services and any sub-contractors. Management and supervision of the Transit Services shall include, but not be limited to sub-contractor management, marketing, and support services.

4.09 The County will provide ridership reports to the City on a quarterly basis during each term of this Agreement, for both Commuter Services and Demand Response Services. The ridership reports for Commuter Services will, at a minimum: (1) include the number of rides taken during the quarter from each Park-and-Ride lot located within the City; and (2) detail the trips by route destination. The ridership reports for Demand Response Services will provide, at a minimum, the number of rides taken during that quarter by City of Sugar Land residents.

4.10 Upon request by the City, the County will share its routinely produced operational data for the Transit Services with the City.

4.11 The County will receive and consider operational suggestions from the City, based on the City's own mobility surveys regarding items such as additional Park-and-Ride station locations and/or different hours of transit service operation.

4.12 The County will allow the City to provide marketing support for the Transit Services through the City's existing media channels and/or other marketing efforts. Any marketing or advertising to be provided by the City regarding the Transportation Services must be coordinated with, and approved by, the County prior to implementation. Provided, however, the City will not be obligated to spend or invest in any marketing or advertising campaigns for the Transit Services.

ARTICLE V
INSURANCE AND LIABILITY

5.01 The City and the County are both governed by the Texas Tort Claims Act, Chapter 101.001 et seq., as amended, Texas Civil Practice and Remedies Code Ann., which sets limits of liability for certain causes of action. Each party to this Agreement warrants and represents that it is insured under a commercial insurance policy or self-insured for all claims falling within the Texas Tort Claims Act.

5.02 Each party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another party, regardless of where the individual's actions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers.

ARTICLE VI
MISCELLANEOUS

6.01 Each year of this Agreement, the City may request that the County assist with the coordination and carrying out of an in-depth ridership survey. Such survey may include, but is not limited to, rider demographic information, destination, time of travel, preferences, etc. The survey may be conducted by an independent third-party acceptable to both the City and the County. The County and the City shall negotiate the costs for performance of the in-depth survey at the time request is made by the City.

6.02 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

6.03 Venue for any litigation involving this Agreement shall be in Fort Bend County, Texas.

6.04 If any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision and had never been contained herein.

6.05 This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.06 This Agreement cannot be assigned by either party.

ARTICLE VII
NOTICES

7.01 All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

County:	Fort Bend County Attn: Transportation Director 12550 Emily Court Suite 400 Sugar Land, TX 77478
With a copy to:	Fort Bend County Attn: County Judge 401 Jackson Street, 1 st Floor Richmond, TX 77469

City: City of Sugar Land, Texas
Attn: City Manager
2700 Town Center Blvd. North
Sugar Land, Texas 77479

Any such notice will be effective: (i) upon receipt if delivered in person; or (ii) three (3) business days after actual deposit in an official receptacle of the United States Postal Service if mailed as aforesaid.

7.02 Each party may change its address by written notice in accordance with this section.

ARTICLE VIII
EXECUTION

8.01 This instrument, in duplicate originals, has been executed by the parties hereto as follows.
This Agreement shall not be effective until executed by all parties.

CITY OF SUGAR LAND, TEXAS

FORT BEND COUNTY, TEXAS

By: _____
Allen Bogard, City Manager

By: _____
Robert Hebert, County Judge

Date: _____

Date: _____

ATTEST/SEAL:

ATTEST/SEAL:

Thomas Harris, Assistant City Secretary

Laura Richard, Fort Bend County Clerk

APPROVED AS TO FORM: