

THE STATE OF TEXAS

§

COUNTY OF GALVESTON

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**INTERLOCAL AGREEMENT
INTERLOCAL CONTRACT**

This Interlocal Contract ("Agreement") is made and entered into and effective as of the ____ day of _____, 2016 ("Effective Date") pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), by and between the **CITY OF LEAGUE CITY, TEXAS** (the "City"), a political subdivision of the State of Texas, created pursuant to the Texas Local Government Code, and the **Gulf Coast Center** (the Center), established pursuant to provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992),

WHEREAS, pursuant to the Act, the City and Center are authorized to contract with eligible entities to perform governmental functions and services, including governmental functions in which the contracting parties are mutually interested;

RECITALS

WHEREAS, the Center is the designated transit provider for Brazoria and Galveston Counties;

WHEREAS, the Center (and its public transportation department Connect Transit), provides demand response services to citizens within the City to assist in access to jobs, medical facilities, and other activity centers;

WHEREAS, the Center has partnered with the Harris County RIDES (HCR) program to provide curb-to-curb demand response trips to the elderly and disabled in the communities of Pearland, Friendswood, and League City. These communities are in Galveston and Brazoria Counties (Connect Transit's service area). However, Connect Transit does not receive any federal formula funding to support the program because the areas are within the Houston UZA (outside the METRO service area). Therefore, the Center been awarded federal Section 5310 (Enhanced Mobility of Seniors and Individuals with Disabilities) funding by Houston METRO to support continuing transit access to jobs, medical and other venues, for citizens who live within Galveston County and the Houston urbanized area. Riders are issued an HCR fare card, onto which they load a self-determined amount of funds. Connect Transit then provides an equal amount of matching funds to HCR, which are loaded onto the rider's fare card. Rides are provided by private taxi companies, who accept the fare card as a form of payment.

WHEREAS, The Center is a Federal Transit Administration grantee, and thus can file grants, receive federal funding, oversee transit service contracts, develop capital facilities and enter into interlocal agreements with project partners;

WHEREAS, the Center requires that local communities, including the City, who desire continuing demand response services for their residents provide their fair share of cost associated with support of the Section 5310 funded services;

WHEREAS, the Center's federal funding approved for the Section 5310 program totals \$205,945 for FY16 through FY18, and the Center's estimate of total local share required to match this award is \$51,486;

WHEREAS, the Center's analysis of previous demand response data for the program has found that of the total passenger trips, the distribution of trip origins is as follows:

City of Pearland:	78%
City of Friendswood:	13%
City of League City:	9%

WHEREAS, the City of League City's three-year local share contribution to support the Section 5310 program is not-to-exceed \$6,000, which equates to an annual local contribution of \$2,000;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Center agree to the following terms, covenants, and conditions:

ARTICLE 1 – Federal Funding and other Financial Support for the Section 5310 Program.

Federal funding support for the support of Section 5310 related services comes through Houston METRO, the designated recipient for the Houston urbanized area transit formula apportionment. Harris County will provide Administrative services for the program. The Center will utilize state and local share resources to support the non-federal costs of the program. The amount of federal funding available for the three (3) year duration of the program is \$205,945.

ARTICLE 2 – Center Provision of Section 5310 related services.

The Center will provide all required "turnkey" demand response services either directly, or through an Agreement with Harris County, and other support necessary for federal and state reporting purposes.

ARTICLE 3 – Federal, State, and Local Reporting Requirements.

The Center will be responsible for all federal, state, and local reporting and compliance requirements.

ARTICLE 4 – Payment by the City.

The City will be invoiced in the amount of \$2,000 annually on November 1.

ARTICLE 5 – SECTARIAN INVOLVEMENT PROHIBITED

The Center shall ensure that no funds under this Agreement are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction.

ARTICLE 6 - TERM OF AGREEMENT

This Agreement will terminate after an initial thirty-six (36) month period. However, the agreement may be extended through mutual agreement by both parties.

ARTICLE 7- CANCELLATION OF AGREEMENT

This agreement may be cancelled at any time by either party, through the provision of a ninety (90) day notice of intent to terminate.

ARTICLE 8 – LIABILITY

Section 8.01 - No Personal Liability of Center. To the extent allowed by law the Center’s officers, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

Section 8.02 - No Personal Liability of the City. To the extent allowed by law, the City’s officers, agents and employees, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

Section 8.03 – Force Majeure. Neither Party shall be liable for, or able to terminate this Agreement, for any failure to perform hereunder where such failure is proximately caused by a Force Majeure Occurrence. A “**Force Majeure Occurrence**” shall mean an occurrence beyond the control and without the fault or negligence of the party affected and which by exercise or reasonable diligence the said party is unable to prevent or provide against. Without limiting the generality of the foregoing, force majeure occurrences shall include: acts of nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, acts of foreign combatants, terrorists acts, military or other usurped political power or confiscation, nationalization, government sanction or embargo, labor disputes of third parties to this contract, or the prolonged failure of electricity or other vital utility service. Any Party asserting a Force Majeure Occurrence as an excuse to performance shall have the burden of proving proximate cause, that reasonable steps were taken to minimize the delay and damages caused by events when known, and that the other Party was timely notified of the likelihood or actual occurrence which is claimed as grounds for a defense under this Paragraph.

ARTICLE 9 – MISCELLANEOUS

Section 9.01 - Laws. The parties hereto agree to abide with all applicable City Charter provisions, laws, regulations, and grant provisions of the United States, the State of Texas, and any other lawful authorities having jurisdiction.

Section 9.02 - Legal Construction. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such

invalidity, illegality, or unenforceability does not affect any other provision hereof and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, if consistent with the overall intent of this Agreement.

Section 9.03 - Jurisdiction and Venue. The Parties agree that any dispute arising out of or relating to this Agreement shall be brought before the courts having jurisdiction over Galveston County, Texas, each Party waiving any contest to jurisdiction or venue in such courts.

Section 9.04 - Waiver. Waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provision, unless such a waiver expressly is executed by both Parties in writing.

Section 9.05 - Notices. All notices, demands, or requests from one party to another shall be in writing and shall be personally delivered, sent by mail, certified, registered, express or overnight, postage prepaid, or sent by facsimile transmission, to the addresses stated in this Section, or to such other address as the party may request in writing, and are deemed to have been given at the time of delivery.

The Gulf Coast Center- Connect Transportation:

Attn: Transportation Director
Gulf Coast Center – Connect Transportation
4352 Emmett F Lowry Expressway
Texas City, TX 77591

City of League City:

Attn: City Manager
City of League City
300 W. Walker St.
League City, TX 77573

Section 9.06 - Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart is deemed to be an original instrument, but all such counterparts together constitute but one Agreement. A photocopy or facsimile reproduction of an original signature of a party on this Agreement binds that party to the terms, covenants and conditions of this Agreement.

Section 9.07 - Time is of the Essence. Time is of the essence in this Agreement.

Section 9.08 - Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and do not affect the interpretation of this Agreement.

Section 9.09 - Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart is deemed to be an original instrument, but all such counterparts together constitute but one Agreement. A photocopy or facsimile reproduction of an original signature of a party on this Agreement binds that party to the terms, covenants and conditions of this Agreement.

APPROVED:

The Gulf Coast Center

APPROVED:

City of League City