

STATE OF TEXAS                    §  
   §  
AGREEMENT  
COUNTY OF TARRANT       §

**INTERLOCAL**

This Interlocal Agreement is between Tarrant County, Texas (“**COUNTY**”), and the Fort Worth Transportation Authority (“**Trinity Metro**”), a regional transportation authority under Chapter 452, Texas Transportation Code.

WHEREAS, Tarrant County has a desire to increase voter access among residents; and

WHEREAS, Tarrant County acknowledges that a lack of access to transportation is one of the most frequently cited reasons for low voter turnout; and

WHEREAS, Tarrant County has heard requests from its citizens for improved access to polling locations; and

WHEREAS, Tarrant County will provide free transportation options for voters on Primary Election Day, March 5, 2024 and for Primary Runoff Elections, May 20-24 and May 28, 2024; and

WHEREAS, Trinity Metro provides public transportation services within Tarrant County, including fixed-route bus, commuter rail, mobility-impaired, app-based, call-ahead, and scheduled services; and

WHEREAS, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

WHEREAS, during the performance of the government functions and the payment for the performance of those governmental functions under this Agreement, the parties will make the performance and payment from the current revenues legally available to that party; and

WHEREAS, the Commissioners Court of the COUNTY and Trinity Metro make the following findings:

- a. This Agreement serves the common interests of both parties;
- b. This Agreement will benefit the public;
- c. The division of costs fairly compensates both parties to this Agreement; and
- d. Trinity Metro and the COUNTY have authorized their representative to sign this Agreement.

NOW, THEREFORE, the COUNTY and Trinity Metro agree as follows:

## 1. TRINITY METRO RESPONSIBILITIES

a. Trinity Metro agrees to provide free rides on Fixed-Route Bus, ACCESS, Tarrant County Transportation Services (TCTS), Northeast Transportation Services (NETS), and ZipZone services to passengers traveling to vote on March 5, 2024 and for Primary Runoff Elections May 20 -24 and May 28, 2024.

b. By April 15, 2024 for Primary Election Day and July 15, 2024 for Primary Runoff Elections, Trinity Metro agrees to provide Tarrant County with aggregated trip data relevant to the free rides provided on voting days listed above. This data should include the number of free trips provided on ACCESS, TCTS, NETS, Near Southside and Crowley ZipZones, and on each bus route.

c. By April 15, 2024 for Primary Election Day and July 15, 2024 for Primary Runoff Elections, Trinity Metro agrees to provide Tarrant County an invoice for one half of the farebox value of the free rides referenced above.

## 2. COUNTY RESPONSIBILITIES

Tarrant County agrees to reimburse Trinity Metro one half of the farebox value of the free rides provided during election voting days as outlined within this agreement, up to an amount of \$10,000.00 (TEN THOUSAND DOLLARS).

## 3. TERMS AND CONDITIONS

This Interlocal Agreement shall commence on March 5, 2024 and shall expire July 30, 2024.

## 4. NO WAIVER OF IMMUNITY

This Agreement does not waive COUNTY rights under a legal theory of sovereign or governmental immunity. This Agreement does not waive Trinity Metro rights under a legal theory of sovereign or governmental immunity.

## 5. THIRD PARTY

This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental or sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

## 6. JOINT VENTURE & AGENCY

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

7. TERMINATION OF AGREEMENT

Notwithstanding the foregoing, or any other language to the contrary, either party may terminate this Agreement without cause upon seven (7) days' written notice to the other party prior to the intended date of termination. In the event of termination by either party, neither party shall have any further obligations to the other party under this Agreement.

8. DISCLOSURE

Trinity Metro acknowledges that it is a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2232.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code § 2252.908 is required.

9. COMPLIANCE WITH LAWS

In providing services required by this Agreement, Trinity Metro must observe and comply with all applicable federal, state and local statutes, ordinances, rules and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Trinity Metro shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

Signed and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**TARRANT COUNTY  
STATE OF TEXAS**

**TRINITY METRO**

\_\_\_\_\_  
Tim O'Hare  
County Judge  
Tarrant County Commissioners Court

\_\_\_\_\_  
Richard Andreski  
President/CEO

*APPROVED AS TO FORM:*

\_\_\_\_\_

\_\_\_\_\_  
Criminal District Attorney's Office\*

\*By law, the Criminal District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

*CERTIFICATION OF AVAILABLE FUNDS:*

\$ \_\_\_\_\_

\_\_\_\_\_  
Tarrant County Auditor