

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

This Interlocal Agreement is between Tarrant County, Texas ("COUNTY"), and the Fort Worth Transportation Authority ("Trinity Metro").

WHEREAS, Trinity Metro applied for a Federal Transit Administration ("FTA") 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program grant for their Tarrant County Transportation Service (TCTS); and

WHEREAS, the COUNTY provided a letter of support for partnering with Trinity Metro to meet the local match requirements for this grant; and

WHEREAS, Trinity Metro was awarded the FTA 5310 Program Enhanced Mobility of Seniors and Individuals with Disabilities Program grant in the amount of \$417,000 with the FTA reimbursement of \$327,000 and a required local match of \$90,000; 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:

TERMS AND CONDITIONS

This Interlocal Agreement shall commence on October 1, 2020 and shall expire September 30, 2022.

1. TRINITY METRO RESPONSIBILITY

- a. Trinity Metro will continue to administer the TCTS program and will provide an additional day of guaranteed service funded by the FTA enhancement grant, to the ten Tarrant County cities who financially participate at the time of this agreement. Those cities are: Azle, Benbrook, Crowley, Everman, Kennedale, Lake Worth, Mansfield, Saginaw, Sansom Park, and Westworth Village.
- b. Trinity Metro will charge a fare of \$2.50 per one-way trip.
- c. Trinity Metro will allow other cities and unincorporated areas within Tarrant County that do not have public transportation to participate in the TCTS program.
 - i. New cities will be required to pay the annual participation fee based on their senior population in the 2000 census.
 - ii. Unincorporated areas will not be required to pay an annual fee for their guaranteed day of service.
 - iii. The guaranteed day of service for unincorporated areas in Tarrant County will be based on the Precinct in which they are located.
 - iv. Trinity Metro will charge a fare of \$2.50 per one-way trip for new participating cities and trips within the unincorporated areas.
- d. Trinity Metro will draw down the eighty percent (80%) reimbursement grant funds from FTA.
- e. Trinity Metro will submit invoices for the twenty percent (20%) required local match to the COUNTY no later than 30 days after the end of each covered fiscal year.
- f. Trinity Metro will retain current and new city participation fees as administrative fees not to exceed 10% of total TCTS program cost. Any and all additional participation fees will be returned to the program at the end of each fiscal year.
- g. Trinity Metro will provide annual reports to COUNTY to include monthly ridership per city, monthly cost per city, and total annual program cost.
- h. Trinity Metro will provide annual reports to COUNTY to include annual program cost
- i. Trinity Metro will offer transit 101 training classes.

2. COUNTY RESPONSIBILITY

- a. The COUNTY agrees to pay Trinity Metro the required twenty percent (20%) local match for TCTS service provided on the additional day of service for the residents of the current, financially participating Tarrant County cities.
- b. The COUNTY agrees to pay Trinity Metro the twenty percent (20%) required local match for the TCTS service provided to residents of the new participating Tarrant County cities.

- c. The COUNTY agrees to pay Trinity Metro the twenty percent (20%) required local match for TCTS service provided to the residents of the non-financially participating unincorporated areas of Tarrant County.
- d. The annual payments by the COUNTY to Trinity Metro will not exceed \$26,000 for Fiscal Year 2021 and \$30,000 for Fiscal Year 2022.

3. NO WAIVER OF IMMUNITY

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

4. 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 and 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.

5. 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.

6. TERMINATION OF AGREEMENT

This Agreement will automatically terminate upon exhaustion of available grant and/or matching funds, or on the date stated above, whichever comes first. Notwithstanding the foregoing, or any other language to the contrary, either party may terminate this Agreement without cause upon ninety (90) 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.

7. 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.

SIGNED AND EXECUTED this ____ day of _____, 2021.

**COUNTY OF TARRANT
STATE OF TEXAS**

B. Glen Whitley
County Judge

TRINITY METRO



Wayne Gensler
COO of Bus and Paratransit

APPROVED AS TO FORM:

Criminal District Attorney's Office

CERTIFICATION OF
AVAILABLE FUNDS:

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.