

Harris County, Texas

1001 Preston St., Suite 934 Houston, Texas 77002

Commissioners Court

Request for Court Action

File #: 23-3165	Agenda Date: 6/6/2023	Agenda Date: 6/6/2023			Agenda #: 136.		
Department: Community Services			YES	NO	ABSTAIN		
Department Head/Elected Official:	Thao Costis, Interim Executive Director	Judge Lina Hidalgo	\square				
		Comm. Rodney Ellis	\square				
Regular or Supplemental RCA: Regu	ular RCA	Comm. Adrian Garcia	\square				
Type of Request: Interlocal Agreement	ent	Comm. Tom S. Ramsey	\square				
_		Comm. Lesley Briones	\square				
Project ID (if applicable): N/A							
Vendor/Entity Legal Name (if applied	cable): City of La Porte						
Request Summary (Agenda Caption	oplicable): N/A pation Goal: N/A - Goal not applicable to	·	Bus Ser	vice.			
County Community Services Depart for the City of La Porte. The local but	nmissioners Court approved the interloca ment (HCCSD) and the City of La Porte, T us service is funded through Federal Tran I by HCCSD and local matching funds pro	exas, to provide lasit Administration	ocal bus n (FTA)	s servi 5307			
	ouncil approved the interlocal agreemen ne City of La Porte will provide \$72,000 ir						

Expected Impact:

Fixed Route Bus Service in La Porte will provide more than 8,800 unlinked passenger trips from May 2023 through June 2024. The fiscal impact to the County will be \$186,195 in FTA 5307 grant funds.

Alternative Options:

Failure to approve this interlocal agreement will result in cancellation of Bus Service and deny transit dependent residents affordable public transportation.

-11 - 11 - 11 >	Fresented to Commissioners Court
Alignment with Goal(s):	June 6, 2023
_ Justice and Safety _ Economic Opportunity _ Housing	Approve: E/G

File #: 23-3165 Agenda Date: 6/6/2023 Agenda #: 136.

- _ Public Health
- X Transportation
- _ Flooding
- _ Environment
- _ Governance and Customer Service

Prior Court Action (if any):

Date	Agenda Item #	Action Taken
7/20/2021	155	Agreement approved

Location:

Address (if applicable): City of La Porte

Precinct(s): Precinct 2

Fiscal and Personnel Sum	mary		
Service Name Transit - B	us Services		
•	FY 23	FY 24	Next 3 FYs
Incremental Expenditures (do	NOT write values in the	usands or millions	5)
Labor Expenditures	\$	\$	\$
Non-Labor Expenditures	\$186,195	\$	\$
Total Incremental Expenditur	es \$186,195	\$	\$
Funding Sources (do NOT wri	te values in thousands o	r millions)	•
Existing Budget			
Grant	\$186,195	\$	\$
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Total Current Budget	\$186,195	\$	\$
Additional Budget Requested			
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Total Additional Budget Reque	ested \$	\$	\$
Total Funding Sources	\$186,195	\$	\$
Personnel (Fill out section only	if requesting new PCNs)		
Current Position Count for Ser	vice -	-	-
Additional Positions Requeste	d -	-	-
Total Personnel	-	-	-

File #: 23-3165 Agenda Date: 6/6/2023 Agenda #: 136.

Anticipated Court Date: June 6, 2023

Anticipated Implementation Date (if different from Court date): N/A

Emergency/Disaster Recovery Note: Not an emergency, disaster, or COVID-19 related item Contact(s) name, title, department: David Jones, Transit Deputy Assistant Director, HCCSD

Attachments (if applicable): Interlocal Agreement

Executive Summary

City of La Porte Bus Service Interlocal Agreement

The Harris County Community is a Direct recipient of Federal Transit Administration 5307 Urbanized Area formula funds used to provided public transportation in the unincorporated and the non-METRO service areas of Harris County. Fixed Route bus, ADA paratransit and demand response services. Cities wishing to use the 5307 funds for public transportation must enter an Interlocal agreement with Harris County and provide matching funds for this program.

The City of La Porte, Texas in Harris County desires to enter an Interlocal agreement with Harris County for the provision of Fixed Route bus service. The La Porte City Council approved its portion of the Interlocal agreement and to provide matching funds in the amount of \$72,000.

Approval for the Interlocal agreement between Harris County and the City of La Porte is recommended.

Community Services Department May 22, 2023

INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND CITY OF LA PORTE FOR A FIXED BUS ROUTE SERVICE

THE STATE OF TEXAS § §

COUNTY OF HARRIS

This Interlocal Agreement ("Agreement") for a fixed route bus service is made and entered into pursuant to Chapter 791 of the Texas Government Code by and between Harris County ("the County"), a body corporate and politic under the laws of the State of Texas, and the City of La Porte ("La Porte"), a home-rule city under the laws of the State of Texas. The County and La Porte are referred to herein collectively as the "Parties" and individually as a "Party."

Recitals

Certain portions of eastern Harris County lie outside the jurisdictional boundaries and service area of the Metropolitan Transit Authority of Harris County, Texas, including areas within the corporate limits of La Porte.

The Parties agree that the operation of a fixed route bus service will enhance regional mobility and support transit services within the County and La Porte.

The Parties now desire to enter into this Agreement to establish a new term for the fixed bus route service and to provide for responsibilities and funding of the fixed bus route service.

Terms

ARTICLE I. Agreement and Definitions

- 1.1 Scope of Agreement. County, upon receipt of funding from La Porte and matching federal funds, will provide for the operation of a fixed bus route service, as described in more detail in Exhibit A.
- 1.2 Definitions. For the purposes of this Agreement, the following terms shall have the meanings set forth below:
 - 1.2.1 "Fixed Route Bus Service" means services provided on a repetitive, fixed schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations; each fixed route trip serves the same origins and destinations.
 - 1.2.2 "Complementary Paratransit Service" means service required by the Americans with Disabilities Act ("ADA") for individuals with disabilities who are unable to use fixed route transportation systems and are deemed eligible for the service. This service complements the fixed route bus service by providing ADA certified individuals access to transit services that serve the same origins and destinations on the bus routes. Complementary Paratransit Services are more costly to provide

since they are a one-person-one-vehicle trip. The Federal Transit Administration ("FTA") recognizes the additional cost burden associated with Complementary Paratransit Services and allows transit agencies to charge double the adult fare to help offset some of the higher costs.

- 1.2.3 "Local Matching Funds" means the financial assistance from local entities that support the operation of the transit system as required by a grant to match the federal contribution. These include, but are not limited to: tax levies; general funds; specified contributions, contributions from city, county, or other municipal government towards the Local Share portion of the transit system budget; and other revenues such as advertising.
- 1.2.4 The Parties agree the County will provide services in accordance with federal requirements.

ARTICLE II. La Porte's Obligations

- 2.1 In accordance with the requirements set forth herein, La Porte will provide, maintain, and make available for use with regard to the services hereunder transit stops at all locations chosen by the County. To be acceptable, each such transit stop must at a minimum have a "transit stop" sign facing both directions, using the graphic shown in Exhibit B of this Agreement. As additional FTA capital improvement funds become available, the County may at it sole option, use those funds and Local Matching Funds provided by La Porte to pay for additional transit stop improvements such as connecting sidewalks to stops within 34 miles of a stop or shelter bike paths within three (3) miles that connect to a stop and/or shelter site pads, park benches, and passenger shelters.
- 2.2 All transit stops will have the following minimum standards:
 - (a) A firm stable surface;
 - (b) A minimum clear length of 96 inches measured from the curb or roadway edge and minimum clear width of 60 inches measured parallel to the vehicle roadway;
 - (c) A maximum slope of 1:50 (2%) for water drainage; and
 - (d) An accessible route to the streets, sidewalks or pedestrian paths.
- 2.3 La Porte will provide advertising on La Porte's Internet Site, as well as other media, informing the general public of the availability of transit services in the community. Additionally, La Porte will provide information inserts into its utility bills, but only at such time or intervals as requested by County in writing and at County's expense. The design of the information inserts will be provided by the County.
- 2.4 Within fifteen (15) days of the effective date of this Agreement, La Porte shall send Seventy-Two Thousand and No/Dollars (\$72,000.00) to the County in satisfaction of its obligations to provide Local Matching Funds. Should the County determine that such funds from La Porte are inadequate to pay for the required Local Share portion of the transit system budget during the term of this Agreement, the County shall have no obligation to

continue providing the services hereunder unless and until La Porte provides the necessary additional funds to the County for such purpose, subject to the same requirements applicable to use of the original contribution. Additional funds shall be provided by La Porte within forty-five (45) days from La Porte's receipt of written request for additional funds from County.

- 2.5 La Porte shall comply with the Davis-Bacon and Copeland Anti-Kickback Acts codified at 40 USC § 3141, et. seq and 18 USC § 874 to the extent applicable.
- 2.6 Nondiscrimination In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, La Porte agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, La Porte agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2.7 Equal Employment Opportunity The following equal employment opportunity requirements apply to the underlying contract:
 - (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, La Porte agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor ("U.S. DOL") regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Project. La Porte agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, La Porte agrees to comply with any implementing requirements FTA may issue.
 - (b) Age In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, La Porte agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, La Porte agrees to comply with any implementing requirements FTA may issue.

- (c) Disabilities In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, La Porte agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, La Porte agrees to comply with any implementing requirements FTA may issue.
- 2.8 La Porte also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

ARTICLE 3. County's Obligations

- 3.1 The County agrees to operate the Fixed Route Bus Service in La Porte and provide necessary transit vehicles through the use of outside contractors. The Director of the County Community Services Department (Director) will, in consultation with the City Manager of La Porte, determine the travel routes for such service, and will determine the schedule for operations, and the type and number of transit vehicles to be utilized for the service. The Director may, from time to time, revise the schedule of operation of the service based upon ridership levels and service demands in consultation with the City Manager. Any changes in service will be subject to the public input requirements of Title VI, 42 U.S.C. The routes currently in service and proposed for use during the term of this Agreement are depicted on Exhibit A of this Agreement. The service hours will be from 7:00 AM until 6:00 PM, Monday through Friday, and Saturday 8:00 AM until 6:00 PM, excluding County holidays. The County shall have no obligation to obtain sites for or to construct or maintain transit stops for the bus service.
- 3.2 Fares will be assessed for use of the transit services. The match is only applied to the net cost. The County will collect and retain the fares as follows, provided that the County may enter into agreements as it may deem necessary and proper to provide for bus services other than by payment of such fees:

Adult (12 years and older)	\$1.00 each way
Children (2 years to 11 years)	\$ 0.50 each way
Seniors (65 and older with identification)	\$ 0.50 each way
Disabled (with identification)	\$ 0.50 each way
Medicare recipients (with identification)	\$ 0.50 each way
Children under 2 years	FREE
Certified ADA Paratransit Passengers	\$2.00 each way

3.3 FTA funds can only be accessed on a reimbursement basis. Notwithstanding any provision of this Agreement that might be construed to the contrary, the County shall not be obligated by this Agreement to expend any funds, but it is understood and agreed that the funds provided by La Porte may only be expended if the County, to the extent that the County at its sole option, expends matching funds for the purpose of seeking FTA reimbursement. La Porte's funding hereunder will be used for payment of the matching contributions required by a local recipient. All FTA reimbursement will be the property of the County.

ARTICLE 4. Independent Parties

4.1 This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Parties shall have and retain the exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. La Porte has no authority to bind or otherwise obligate the County orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the Parties. Nothing in this Agreement will create or be deemed to create a relationship between the Parties to this Agreement, including a relationship in the nature of a third-party beneficiary or fiduciary.

ARTICLE 5. Termination and Default

5.1 Termination by La Porte or the County. La Porte or the County may terminate this Agreement without cause upon ninety (90) days prior written notice to the other Party.

5.2 Notice of Default

- 5.2.1 La Porte or the County shall be deemed in default under this Agreement if La Porte or the County in any material respect fails to perform, observe, or comply with any of its covenants, agreements, or obligations, or breaches or violates any of the representations contained in this Agreement.
- 5.2.2 Before any failure of either La Porte or the County shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand the Party cure the default within ninety (90) calendar days. If the allegedly failing Party has not cured the default, that Party will be in default of this Agreement, unless La Porte and the County agree to extend time for cure, and the Agreement may be terminated by the other Party immediately upon notice of the non-defaulting Party's intention to terminate.

ARTICLE 6. Term

6.1 This Agreement shall be for a term beginning upon execution by both Parties and, unless terminated sooner as set forth above, continue in full force and effect for twelve (12) consecutive months. Any unexpended and unearned surplus funds provided by La Porte

remaining upon termination of this Agreement will be refunded to La Porte unless different arrangements are made in an amendment to this Agreement or a new agreement between the Parties is executed with regard to the Fixed Route Bus Service. The County is under no obligation to invest or to account for or pay to La Porte any earnings derived from funds provided hereunder by La Porte.

ARTICLE 7. Miscellaneous

- 7.1 Approvals, Further Documents. Where this Agreement requires approval, consent, permission, agreement, or authorization by either Party, such approval, consent, permission, agreement, or authorization shall not be unreasonably withheld or delayed. The Parties agree to execute such further documents, agreements, instruments, and notices as may be necessary or appropriate to effectuate the purposes of this Agreement.
- 7.2 Maintenance of Records. The County shall maintain records to show actual time involved in the provision of the transportation services, the cost incurred for the period of time specified, and the level of ridership. The County shall maintain ridership information in a manner consistent with National Transit Database reporting requirements and provide a quarterly report of the same to La Porte. To the extent applicable to the transportation service, La Porte and the County shall cooperate in good faith to provide records satisfactory to the federal government or any other regulatory body.
- 7.3 Audit and Inspection of Records. La Porte and the County shall permit authorized representatives of La Porte, the County, and the federal government to inspect and audit all data records of La Porte and the County relating to their performances under this Agreement. La Porte shall keep its books and records available for this purpose for at least five (5) years after this Agreement terminates. In the event any record is needed to support any dispute or legal action, such records shall be maintained for a period of not less than five (5) years following the settlement of any such dispute or legal action.
- 7.4 Notices. Any notices required or permitted to be given under the terms of this Agreement shall be in writing and shall be deemed to be given as of the time of hand delivery to the addresses set forth below, or five (5) days after deposit in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows:

TO HARRIS COUNTY:

Harris County, Texas
ATTN: Thao Costis.
Interim Executive Director, Harris County Community Services Department
8410 Lantern Point Drive
Houston, Texas 77054

TO LA PORTE:

City of La Porte, Texas ATTN: Lee Woodward, City Secretary 604 W Fairmont Pkwy

La Porte, Texas 77571

A party may change the address for notices upon at least ten (10) days written notice under this provision.

- 7.5 Waiver. The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver of a Party of any condition or breach of any term, covenant, representation, or warranty contained herein, in any one or more instances, shall be deemed to be constructed a further or continuing waiver of any such condition or breach or waiver of any other condition or of any breach of any other term, covenant, representation, or warranty.
- 7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with regard to the matters addressed herein. This Agreement may not be amended, modified, superseded, or canceled, nor may any of the terms, covenants, representations, warranties, or conditions be waived except by written instrument executed by the Parties.
- 7.7 Force Majeure. Neither Party shall be held liable for any loss or damage due to delay or failure in performance of any part of this Agreement from any cause beyond its control that directly impacts its ability to perform, and without its fault or negligence, which causes may include acts of God, acts of civil or military authority, government regulations (except those promulgated by the party seeking the benefit of this provision), embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, other major environmental disturbances or unusually severe weather conditions.
- **7.8 Governing Law.** This Agreement shall be constructed and enforced in accordance with the laws of the State of Texas. The exclusive forum and venue for any action arising out of, in connection with, or in any way relating to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.
- **7.9 Headings.** Headings and captions contained herein are inserted for convenience and reference only, and are not deemed part of or to be used in constructing this Agreement.
- **7.10** Survival. Each Party shall remain obligated to the other Party under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.
- 7.11 Current Funds. Each Party paying for the performance of governmental functions or services under this Agreement must make those payments from current revenues available to the paying Party.
- 7.12 Compliance with Laws. The Parties shall comply with all applicable laws in carrying out their obligations under this Agreement.

7.13 Execution, Multiple Counterparts. This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.

CITY OF LA PORTE	HARRIS COUNTY
By:	By: DocuSigned by: A SECTION ASSESSMENT OF THE CHESANDO LINA SECTION ASSESS
Louis R. Rigby City of La Porte Mayor	COUNTY JUDGE
City of La Forte Mayor	COUNTYJODGE
ATTEST	APPROVED AS TO FORM CHRISTIAN D. MENEFEE
	COUNTY ATTORNEY
By: Declaration	By:
Lee Woodward	Cherelle Sims
City of La Porte City Secretary	Assistant County Attorney
	CAO File No · 22GEN1204

EXHIBIT A Bus Routes

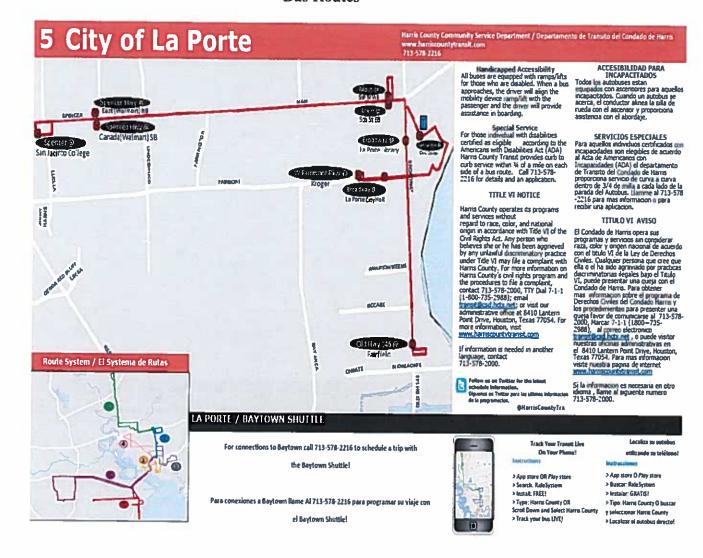


Exhibit B Signage





ORDER OF COMMISSIONERS COURT Authorizing Agreement

The Commissioners Court of Harris Count term at the Harris County Administration Bulling 6, 2023, with all members	ilding	in the	City of Houston, Texas, on
A quorum was present. Among other busine	ess, the	follow	ing was transacted:
ORDER AUTHORIZING EXECUTION OF IT HARRIS COUNTY AND CITY OF LA PORT			
Commissioner Ellis Commissioners Court adopt the order. Commission motion for adoption of the order. The motion, carry by the following vote:	oner _	Garc	
	Yes	No	Abstain
Judge Lina Hidalgo	abla		
Comm. Rodney Ellis	\square'		
Comm. Adrian Garcia	abla		
Comm. Tom S. Ramsey, P.E.			
Comm. Lesley Briones	\square		
The County Judge thereupon announced that the order had been duly and lawfully adop			•
IT IS ORDERED that County Judge is here Harris County an Interlocal Agreement with the Cit Agreement is incorporated herein by reference as the	ty of La	Porte f	for a fixed bus route service. The
All Harris County officials and employees a or convenient to accomplish the purposes of this or		orized t	o do any and all things necessary
			Presented to Commissioners Court
			June 6, 2023
			Approve: E/G