

**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 its 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  $\frac{3}{4}$  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 Eighty-Five Thousand and No/Dollars (\$85,000.00) 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  
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: \_\_\_\_\_  
Rick Helton  
City of La Porte Mayor

By: \_\_\_\_\_  
LINA HIDALGO  
COUNTY JUDGE

ATTEST

APPROVED AS TO FORM  
CHRISTIAN D. MENEFE  
COUNTY ATTORNEY

By: \_\_\_\_\_  
Lee Woodward  
City of La Porte City Secretary

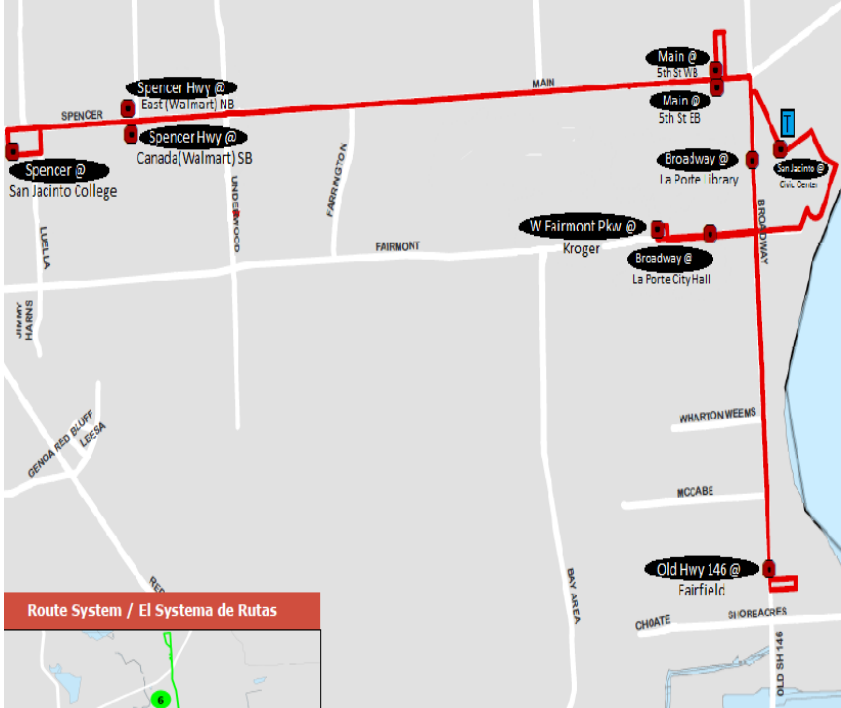
By: \_\_\_\_\_  
Cherelle Sims  
Assistant County Attorney  
CAO File No.: 24GEN1414



# EXHIBIT A Bus Routes

## 5 City of La Porte

Harris County Community Service Department / Departamento de Tránsito del Condado de Harris  
www.harriscountytansit.com  
713-578-2216



**Handicapped Accessibility**  
All buses are equipped with ramps/lifts for those who are disabled. When a bus approaches, the driver will align the mobility device ramp/lift with the passenger and the driver will provide assistance in boarding.

**ACCESIBILIDAD PARA INCAPACITADOS**  
Todos los autobuses están equipados con ascensores para aquellos incapacitados. Cuando un autobús se acerca, el conductor alinea la silla de rueda con el ascensor y proporciona asistencia con el abordaje.

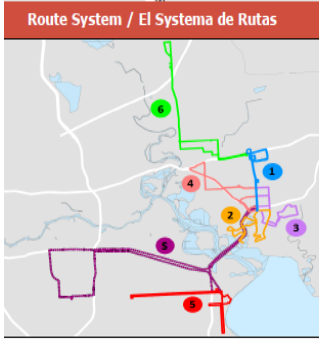
**Special Service**  
For those individual with disabilities certified as eligible according to the Americans with Disabilities Act (ADA) Harris County Transit provides curb to curb service within ¼ of a mile on each side of a bus route. Call 713-578-2216 for details and an application.

**SERVICIOS ESPECIALES**  
Para aquellos individuos certificados con incapacidades son elegibles de acuerdo al Acta de Americanos con Incapacidades (ADA) el departamento de Tránsito del Condado de Harris proporciona servicio de curva a curva dentro de 3/4 de milla a cada lado de la parada del Autobus. Llámame al 713-578-2216 para mas informacion o para recibir una aplicacion.

**TITLE VI NOTICE**  
Harris County operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with Harris County. For more information on Harris County's civil rights program and the procedures to file a complaint, contact 713-578-2000, TTY Dial 7-1-1 (1-800-735-2988); email [transit@csd.hctx.net](mailto:transit@csd.hctx.net); or visit our administrative office at 8410 Lantern Point Drive, Houston, Texas 77054. For more information, visit [www.harriscountytansit.com](http://www.harriscountytansit.com)

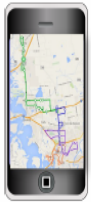
**TITULO VI AVISO**  
El Condado de Harris opera sus programas y servicios sin considerar raza, color y origen nacional de acuerdo con el titulo VI de la Ley de Derechos Civiles. Cualquier persona que cree que ella o el ha sido agraviado por practicas discriminatorias ilegales bajo el Título VI, puede presentar una queja con el Condado de Harris. Para obtener mas informacion sobre el programa de Derechos Civiles del Condado Harris y los procedimientos para presentar una queja favor de comunicarse al 713-578-2000, Marcar 7-1-1 (1800-735-2988), al correo electronico [transit@csd.hctx.net](mailto:transit@csd.hctx.net), o puede visitar nuestras oficinas administrativas en el 8410 Lantern Point Drive, Houston, Texas 77054. Para mas informacion visite nuestra pagina de internet [www.harriscountytansit.com](http://www.harriscountytansit.com)

If information is needed in another language, contact 713-578-2000.  
Follow us on Twitter for the latest schedule information. [@HarrisCountyTra](https://twitter.com/HarrisCountyTra)



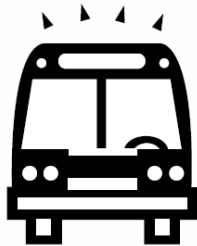
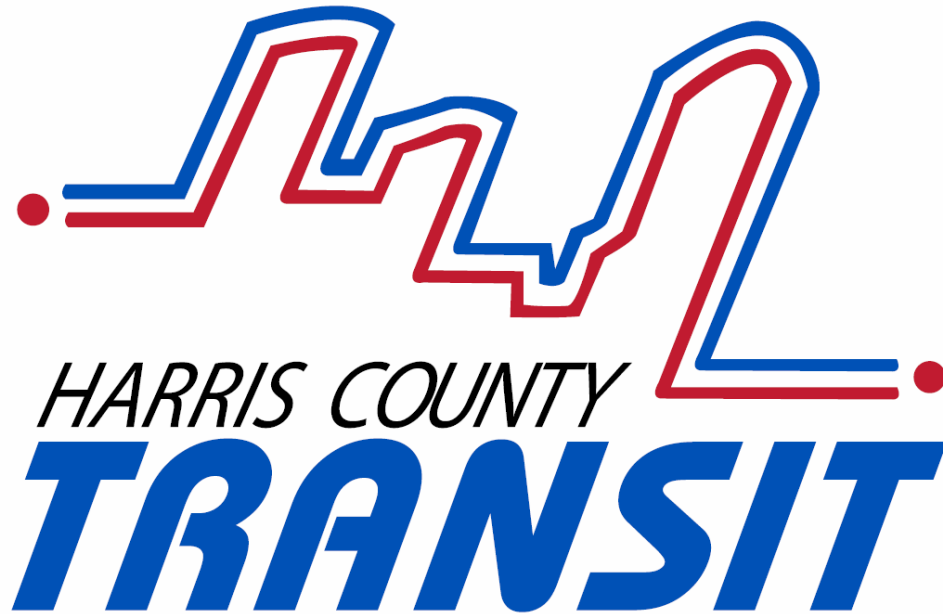
### LA PORTE / BAYTOWN SHUTTLE

For connections to Baytown call 713-578-2216 to schedule a trip with the Baytown Shuttle!  
Para conexiones a Baytown llame Al 713-578-2216 para programar su viaje con el Baytown Shuttle!



- |   |   |
|---|---|
| <p><b>Track Your Transit Live On Your Phone!</b></p> <p><b>Instructions</b></p> <ul style="list-style-type: none"> <li>&gt; App store OR Play store</li> <li>&gt; Search: RideSystem</li> <li>&gt; Install: FREE!</li> <li>&gt; Type: Harris County OR Scroll Down and Select Harris County</li> <li>&gt; Track your bus LIVE!</li> </ul> | <p><b>Localiza su autobus utilizando su teléfono!</b></p> <p><b>Instrucciones</b></p> <ul style="list-style-type: none"> <li>&gt; App store O Play store</li> <li>&gt; Buscar: RideSystem</li> <li>&gt; Instalar: GRATIS!</li> <li>&gt; Tipo: Harris County O buscar y seleccionar Harris County</li> <li>&gt; Localizar el autobus directo!</li> </ul> |
|---|---|

Exhibit B  
Signage



Information/Información  
713-578-2216

Next bus arrival texting  
Siguiente mensaje de llegada de autobús



Text To  
Texto a

Text Message  
Mensaje de texto

[www.HarrisCountyTransit.com](http://www.HarrisCountyTransit.com)

ORDER OF COMMISSIONERS COURT  
Authorizing Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on \_\_\_\_\_, with all members present except \_\_\_\_\_.

A quorum was present. Among other business, the following was transacted:

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

Commissioner \_\_\_\_\_ introduced an order and moved that Commissioners Court adopt the order. Commissioner \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that County Judge is hereby authorized to execute for and on behalf of Harris County an Interlocal Agreement with the City of La Porte for a fixed bus route service. The Agreement is incorporated herein by reference as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.