



## RESOLUTION NO 322-2020

### **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF RICHMOND, TEXAS, APPROVING AND AUTHORIZING AN AMENDMENT TO THE INTERLOCAL AGREEMENT WITH FORT BEND COUNTY, TEXAS FOR TRANSPORTATION SERVICE TO PROVIDE DEDICATED DEMAND RESPONSE SERVICES**

**WHEREAS**, Chapter 791 of the Texas Government Code authorizes local governmental entities to enter into Interlocal Agreements for greater efficiency and effectiveness in the performance of their functions; and

**WHEREAS**, on April 14, 2015, the City of Richmond and Fort Bend County entered into an Interlocal Agreement for transportation services; and

**WHEREAS**, the City and County desire to amend the Interlocal Agreement to make certain changes to the type of transportation service provided from "point deviation transportation" to "dedicated demand response services;" and

**WHEREAS**, the City Commission of the City of Richmond deems it in the public interest to amend the Interlocal Agreement with Fort Bend County to provide for dedicated demand response services **NOW, THEREFORE,**


**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF RICHMOND, TEXAS:**

Section 1. The facts and recitations set forth in the preamble of this Resolution are hereby found to be true and correct.

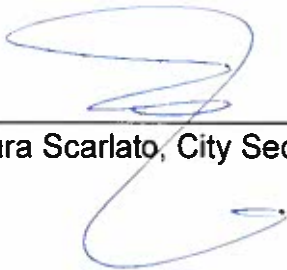
Section 2. The City Commission of the City of Richmond approves the amendment to the Interlocal Agreement with Fort Bend County for transportation services to provide for dedicated demand response services and authorizes the execution of the same, a copy of which is attached hereto.

Section 3. Effective Date. This Resolution shall be effective from and after its adoption.

**PASSED AND APPROVED on this the 20<sup>th</sup> day of April, 2020.**

  
Evalyn Moore, Mayor

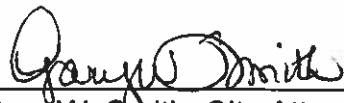
ATTEST:



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Laura Scarlato, City Secretary

APPROVED AS TO FORM:



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Gary W. Smith, City Attorney





With a copy to: Fort Bend County  
ATTN: County Judge  
301 Jackson Street  
Richmond, Texas 77469

Except as provided herein, all terms and conditions of the Agreement, including any addenda or amendments, not modified shall remain in full force and effect. If there is a conflict between this First Amendment and the Agreement, the provisions of this First Amendment shall prevail with regard to the conflict.

IN WITNESS WHEREOF, the parties put their hands to this Amendment on the dates indicated below.

FORT BEND COUNTY

CITY OF RICHMOND

\_\_\_\_\_  
KP George, County Judge

*Evalyn W. Moore*  
Evalyn W. Moore, Mayor

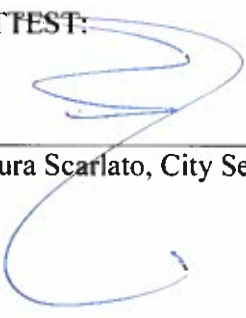
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Date

ATTEST:

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

  
Laura Scarlato, City Secretary

## EXHIBIT A

**THE STATE OF TEXAS   §  
                                  §  
COUNTY OF FORT BEND §**

**KNOW ALL MEN BY THESE PRESENTS:**

**INTERLOCAL AGREEMENT FOR  
TRANSPORTATION SERVICE**

This Interlocal Agreement (hereinafter referred to as "Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between FORT BEND COUNTY, TEXAS (hereinafter referred to as "County"), a body corporate and politic, acting by and through its Commissioners Court, and the CITY OF RICHMOND, TEXAS, a municipal corporation of the State of Texas, principally situated in Fort Bend County, acting by and through its City Commission, ("City").

**RECITALS**

WHEREAS, County operates a transit service to serve the needs of the citizens of Fort Bend County; and

WHEREAS, the target geographic area of such Service are frequently residents of Fort Bend County who regularly travel within the Cities of Richmond and Rosenberg in Fort Bend County; and

WHEREAS, County and City believe it is in the mutual best interests to participate in a point deviation transit service within the cities of Richmond and Rosenberg ("Service"); and

WHEREAS, the City desires to financially support the Service, including participating in the local match support, in part, for operating costs in connection with the Service; and

WHEREAS, the Commissioners Court of Fort Bend County finds that the Services contemplated in this Agreement serve a County purpose;

WHEREAS, the governing body of City has duly authorized this Agreement and the governing body of County has duly authorized this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to both parties, it is agreed as follows:

**ARTICLE I.  
INCORPORATION OF PREAMBLE**

The parties agree that the representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

**ARTICLE II.  
PURPOSE**

The purpose of this Agreement is to provide for the financial assistance for point deviation transportation services provided by the County within the Cities of Richmond and Rosenberg to meet the needs of residents of Fort Bend County who regularly travel within the Cities of Richmond and Rosenberg.

County will operate point deviation services within the Cities of Richmond and Rosenberg for a minimum of two hundred fifty-two (252) service days per year (excluding County holidays and emergency closures)

### **ARTICLE III. TERM AND TERMINATION**

A. This Agreement shall be effective on the date the last party executes this Agreement ("Effective Date") and will remain in effect for an initial term of three (3) years after the Effective Date ("Initial Term").

B. Unless terminated sooner, this Agreement shall automatically renew for successive one (1) year terms (collectively referred to as "Renewal Terms"), subject to termination rights provided herein.

C. Either party may terminate this Agreement by serving a ninety (90) day advance written notice of termination on the other party. In the event of termination by either party without cause, County shall pay to the City a pro rata share of the initial amount paid by the City under Article V, Section A. If Agreement is terminated by either party without cause during any of the Renewal terms, County shall pay to the City the monthly pro rata share remaining in the Renewal Term.

D. County reserves the right to discontinue the Service at any time. In the event service is discontinued during the initial term for any reason, County shall pay to the City a pro rata share of the initial annual amount paid by the City under Article V, Section A for the year in question. For example, if County discontinues service after thirty (30) months, and City has paid the annual initial amount for the third year, County shall pay to the City six (6) months of the fee paid by the City for the initial term. If service is discontinued by the County during any of the Renewal Terms, County shall pay to the City the monthly pro rata share remaining in the Renewal Term.

E. Notwithstanding any other provisions of this Agreement, if this Agreement provides for City to make payments to County in any fiscal year following City's fiscal year in which this Agreement begins and City fails to appropriate funds to make the payments; (1) City agrees to provide notice of failure to appropriate funds within ten (10) days of appropriation decision, (2) this Agreement shall automatically terminate at the beginning of the first day of the successive fiscal year for which funds were not appropriated, and (3) City shall not be obligated to make or have any liability to County for the payments.

### **ARTICLE IV. COUNTY'S OBLIGATIONS**

A. County will operate point deviation services within the Cities of Richmond and Rosenberg for a minimum of two hundred fifty-two (252) service days per year (excluding County holidays and emergency closures).

1) Operation days, hours, stops and schedule will be agreed to in writing by City and County at least ninety (90) days prior to commencement of Service.

2) Days, hours, stops and schedule changes will be limited to no more than three (3) adjustments per year. Schedule changes must be agreed to in writing by City and County with a minimum of ninety (90) days allowed for start of the service change.

3) During the term of this Agreement, County may increase or decrease service hours, days, and stops to provide the Service based on utilization, funding, need or request of the City.



B. County will operate the service utilizing a minimum of three (3) 20-passenger capacity mini-buses with capacity for 2 wheelchair tie-downs. However, during the term of this Agreement, County may increase or decrease the number of buses and/or the bus sizes to provide the Service based on utilization, need or request of City.

C. County and/or its agent will be responsible for management and supervision of all aspects of the service and any sub-contractors. Management and supervision of the service shall include, but not be limited to sub-contractor management, marketing and support services.

D. County will continue the service on an annual term, based on the availability of funding.

E. Whether during the initial term of this Agreement or any renewal term, County shall notify City of any funding partner that enters into or cancels support of the Services herein. County and City may renegotiate City's proportionate share as applicable or City can elect to maintain the Agreement as set out herein or as amended. Any changes to payments to be made under this Agreement shall be made by Amendment, in writing and incorporated herein, by mutual agreement of the parties.

#### **ARTICLE V. CITY'S OBLIGATIONS**

A. City shall pay County seventy five thousand dollars and 00/100 (\$75,000.00) annually for the initial term of this Agreement. County shall submit an invoice to City by November 30<sup>th</sup> each year. Payment shall be due within thirty (30) days of receipt of invoice.

B. During any renewal term of this Agreement, City shall pay County its proportionate share for all hours of Service based on the current rates paid by County to County bus service contractor. County shall provide City notice of any rate increases within thirty (30) days of approval of such rate increases.

#### **ARTICLE VI. INSURANCE AND LIABILITY**

A. City and County are both governed by the Texas Tort Claims Act, Chapter 101.001 et seq., as amended, Texas Civil Practice and Remedies Code Ann., which sets forth certain limitations and restrictions on the types of liability and the types of insurance coverage that can be required of City and County. Each party to this Agreement warrants and represents that it is insured under a commercial insurance policy or self-insured for all claims falling within the Texas Tort Claims Act.

B. Each party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another party, regardless of where the individual's actions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers.

**ARTICLE VII.  
MISCELLANEOUS**

A. This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

B. Venue for any litigation involving this Agreement shall be in Fort Bend County, Texas.

C. If any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision and had never been contained herein.

D. This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

E. This Agreement cannot be assigned by either party.

F. All notices to be given by the parties to this Agreement shall be in writing. Notices to County shall be addressed to:

**If to the County:**

Fort Bend County Public Transportation  
Attn: Paulette Shelton, Director  
12550 Emily Court, Suite 400  
Sugar Land, Texas 77478

**With a copy to:**

Fort Bend County  
Attn: Robert E. Hebert, County Judge  
301 Jackson Street  
Richmond, Texas 77469

**If to the City:**

City of Richmond  
Attn: City Manager  
402 Morton Street  
Richmond, Texas 77469

G. City and County agree to abide by all pertinent federal, state and local laws and regulations.

**ARTICLE VIII.  
EXECUTION**

A. This Agreement has been executed by City and County upon and by the authority of an order or resolution passed at a properly constituted meeting of their respective governing bodies.

B. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

C. The undersigned officers and/or agents are properly authorized to execute this contract on behalf of the Parties hereto, and each hereby certifies to the other that any necessary resolution or order extending such authority have been duly passed and are now in full force and effect. The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement the day and year first herein written.

**FORT BEND COUNTY, TEXAS**

  
Robert E. Hebert, County Judge

Date April 14, 2015

**CITY OF RICHMOND**


  
Evalyn W. Moore, Mayor

Date: 3/31/15

**ATTEST:**

  
Laura Richard, Fort Bend County Clerk

**ATTEST:**

  
Laura Scarlato, City Secretary

**Approved:**

  
Paulette Shelton, Public Transportation Director



Date 4-6-15