

THE STATE OF TEXAS
COUNTY OF FORT BEND

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FIRST AMENDED INTERLOCAL AGREEMENT FOR TRANSPORTATION SERVICES

This First Amended Interlocal 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, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court ("County") and the University of Houston ("UH"), a public University System within the State of Texas acting by and through its Board of Regents ("Board of Regents"). The County and UH are sometimes referred to in this Agreement collectively as "Parties" and individually as "Party".

RECITALS

WHEREAS, the County operates commuter park and ride services ("Commuter Services") that serve the transit needs of the citizens of Fort Bend County, including UH students and faculty (together, the Commuter Services and the Demand Response Services are the "Transit Services"); and

WHEREAS, the UH has agreed to contribute \$62,889.73 to support the County's Transit Services; and

WHEREAS, the target users of the Transit Services are residents of Fort Bend County who travel to the University of Houston; and

WHEREAS, the County and UH agree that it is mutually beneficial to participate in a transit service accessing University of Houston campus.

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, the County and UH agree as follows:

ARTICLE I PURPOSE

1.01 The purpose of this Agreement is to provide financial assistance for transportation services including but not limited to operating and marketing costs, provided from the County to meet the needs of residents of Fort Bend County who regularly travel to the University of Houston campus.

ARTICLE II TERM AND TERMINATION

2.01 The term of performance of this Amendment shall begin on August 1, 2025 and end on July 31, 2026.

2.02 The UH and County acknowledge that the Commuter Services can be discontinued at any time by County. In the event the Commuter Services are discontinued for any reason, the County will reimburse UH any UH-provided funds that have not yet been expended as of the date of such discontinuation of services.

2.03 Either party may terminate this Agreement by serving thirty (30) days' prior written notice of termination on the other party. In the event of termination by either party, the County will repay any UH-provided funds that have not yet been expended as of the date of such termination.

2.04 Notwithstanding any other provisions of this Agreement, if this Agreement provides for the UH to make payments to the County in any fiscal year following the UH's fiscal year in which this Agreement begins and the UH's governing body fails to appropriate funds to make the payments, then this Agreement automatically terminates at the beginning of the first day of the successive fiscal year for which funds were not appropriated, and the UH shall not be obligated to make or have any liability to County for the payments. The UH will notify the County of the unavailability of funds.

ARTICLE III **CONSIDERATION**

3.01 As consideration for the County's performance under this Agreement, the UH agrees to pay to the County Sixty-Two Thousand Eight Hundred Eighty-Nine Dollars and 73/100 (\$62,889.73) annually. The County will submit an invoice to the UH no later than August 15th of each year of the Agreement, requesting payment of the Sixty-two Thousand Eight Hundred Eighty-Nine Dollars and 73/100 (\$62,889.73). Upon timely receipt of such invoice, the UH will pay the County by September 28th for each year the Agreement remains in effect. If the County does not submit its invoice by September 28th, the UH will have thirty (30) days from the date of receipt of the invoice to make payment.

3.02 The cost of a single one-way trip is set at the approved rate of \$4.00. This cost is the responsibility of the rider.

ARTICLE IV **OBLIGATIONS OF COUNTY AND UH**

4.01 For the purposes and consideration herein stated and contemplated, the County will operate the Commuter Services to the University of Houston campus.

4.02 Schedules and Service Hours shall be in accordance with the route schedule attached hereto as Exhibit A, incorporated herein by reference.

4.02.1 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 UH. Service changes must be agreed to in writing by UH and County with a minimum of ninety (90) days allowed for the start of the service change. Service changes will be limited to no more than one (1) adjustment per year.

4.03 Vehicles. County will initiate the service utilizing a minimum of (28) new cutaway buses with capacity for two (2) wheelchair, tie-downs, fare boxes, bike racks, and security cameras. 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 UH.

4.04 Monthly Operational Reports. Upon request by the UH, the County will provide a monthly operational data report. The operational report will be provided no later than the 20th of the month following the end of the month. The report will provide ridership, vehicle fleet status, and incident/accident data.

4.05 Management. The County and/or its agent will be responsible for management and supervision of all aspects of the Transit Services and any sub-contractors. Management and supervision of

the Transit Services shall include, but not be limited to sub-contractor management, marketing, and support services.

4.06 **Publicity.** The County will allow the UH to provide marketing support for the Transit Services through the UH's existing media channels and/or other marketing efforts. Any marketing or advertising to be provided by the UH regarding the Transportation Services must be coordinated with, and approved by, the County prior to implementation. Provided, however, the UH will not be obligated to spend or invest in any marketing or advertising campaigns for the Transit Services.

4.07 **Funding Sources.** Whether during the initial term of this Agreement or any renewal term, County shall notify UH of any funding source or partner that enters in to or cancels support of the Service herein.

4.08 **Discontinuation of Services.** County reserves the right to discontinue the Service at any time.

ARTICLE V

INSURANCE AND LIABILITY

5.01 The UH and the 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 limits of liability for certain causes of action. 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.

5.02 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 VI

MODIFICATIONS

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

ARTICLE VII

APPLICABLE LAW

7.01 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the either party's sovereign immunity.

ARTICLE VIII

SEVERABILITY

8.01 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.

8.02 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.

8.03 This Agreement cannot be assigned by either party.

ARTICLE IX
CURRENT REVENUES

9.01 Both Parties understand and agree that all obligations to be paid by either Party are payable from current revenues available to that Party.

ARTICLE X
NOTICES

10.01 All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

County:	Fort Bend County Attn: Transportation Director 301 Jackson Street Richmond, TX 77469
With a copy to:	Fort Bend County Attn: County Judge 401 Jackson Street, 1 st Floor Richmond, TX 77469
UH:	University of Houston Attn: <u>Parking & Transportation Services</u> <u>4224 Elgin Street</u> <u>Houston, TX 77204-2007</u>

Any such notice will be effective: (i) upon receipt if delivered in person; or (ii) three (3) business days after actual deposit in an official receptacle of the United States Postal Service if mailed as aforesaid.

10.02 Each party may change its address by written notice in accordance with this section.

{Execution Page Follows}

This instrument, in duplicate originals, has been executed by the parties hereto as follows. This Agreement shall not be effective until executed by all parties.

FORT BEND COUNTY

UNIVERSITY OF HOUSTON

By: _____
KP George, Fort Bend County Judge

By: _____

Printed Name: _____

Date: _____

Date: _____

ATTEST/SEAL:

ATTEST:

Laura Richard, Fort Bend County Clerk

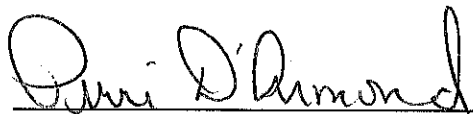
City Secretary

Approved:

APPROVED AS TO FORM BY:



OFFICE OF THE GENERAL COUNSEL
UNIVERSITY OF HOUSTON SYSTEM



Perri D'Armond
Fort Bend County Public Transportation, Director

Exhibit A: Route Schedule

EXHIBIT A

Downtown Commuter Service - University of Houston Partnership

K-24-01517-1

The Fort Bend County Public Transportation Department and the University of Houston are collaborating to provide convenient transportation options for students, faculty, and visitors commuting between the UH Downtown and UH Main campuses. This partnership will introduce 6 additional runs to the existing Downtown Commuter Services schedule, consisting of 3 morning and 3 evening runs. These runs will depart from the AMC Sugar Land Park and Ride, stopping at UH Main campus. While the current Downtown schedule includes a stop near the Downtown UH campus, this new service partnership will extend access to the UH Main campus, located approximately 5 miles away from the final stop on the route, adding an extra 20 minutes of travel time.

Route Name	P/O	AMC	Louisiana @ Jefferson	Louisiana @ Clay	Louisiana @ McKinney	Louisiana @ Walker	Louisiana @ Texas	Louisiana @ Congress	Franklin @ Main	Franklin @ Austin	UofH Main	UofH Sugarland
AM 1		6:58 AM	7:33 AM	7:35 AM	7:38 AM	7:39 AM	7:40 AM	7:43 AM	7:47 AM	7:51 AM	8:11 AM	8:51 AM
AM 2		7:10 AM	7:45 AM	7:47 AM	7:50 AM	7:51 AM	7:52 AM	7:55 AM	7:59 AM	8:03 AM	8:23 AM	9:03 AM
AM 3		7:30 AM	8:05 AM	8:07 AM	8:10 AM	8:11 AM	8:12 AM	8:15 AM	8:19 AM	8:23 AM	8:43 AM	9:23 AM
AM 4		7:43 AM	8:18 AM	8:20 AM	8:23 AM	8:24 AM	8:25 AM	8:28 AM	8:32 AM	8:36 AM	8:56 AM	9:36 AM

Run	P/O	UofH Main	Congress @ Caroline	Congress @ Main	Congress @ William	Smith @ Prairie	Smith @ Walker	Smith @ Polk	Smith @ Pease	AMC	P/I
PM 5		3:48 PM	4:05 PM	4:07 PM	4:09 PM	4:12 PM	4:14 PM	4:16 PM	4:19 PM	4:54 PM	
PM 6			4:15 PM	4:17 PM	4:19 PM	4:22 PM	4:24 PM	4:26 PM	4:29 PM	5:04 PM	
PM 7		4:13 PM	4:30 PM	4:32 PM	4:34 PM	4:37 PM	4:39 PM	4:41 PM	4:44 PM	5:19 PM	
PM 8			4:40 PM	4:42 PM	4:44 PM	4:47 PM	4:49 PM	4:51 PM	4:54 PM	5:29 PM	
PM 9		4:31 PM	4:48 PM	4:50 PM	4:52 PM	4:55 PM	4:57 PM	4:59 PM	5:02 PM	5:37 PM	
PM10		7:00 PM	7:17 PM	7:19 PM	7:21 PM	7:24 PM	7:26 PM	7:28 PM	7:31 PM	8:06 PM	

Financial Implications (FY2025 - FY2026)

UofH Service	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Total
Service Days	21	20	23	17	21	19	20	22	21	20	21	23	248
Run Time	42	40	46	34	42	38	40	44	42	40	42	46	496
Operating Cost (Contracted Rate + Fuel)	\$ 5,317.58	\$ 5,133.80	\$ 5,605.37	\$ 4,662.23	\$ 5,290.99	\$ 4,976.61	\$ 5,133.80	\$ 5,448.18	\$ 5,290.99	\$ 5,133.80	\$ 5,290.99	\$ 5,605.37	\$ 62,889.73