

FWTA Interlocal Agreement No. 094
City Contract No. _____

**INTERLOCAL AGREEMENT
FOR
MOBILITY ON-DEMAND SERVICE
BETWEEN
THE FORT WORTH TRANSPORTATION AUTHORITY
AND
THE CITY OF EVERMAN, TEXAS**

This Interlocal Agreement ("**Agreement**") is made between the City of Everman ("**City**"), a home-rule municipal corporation of the State of Texas, and the Fort Worth Transportation Authority dba ("**Trinity Metro**"), a regional transportation authority under Chapter 452, Texas Transportation Code. The City and Trinity Metro are collectively referred to as the "**Parties**" and individually as a "**Party**"; and

Recitals

WHEREAS, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code (the "**Act**") provides legal authority for the Parties to enter into this Agreement; and

WHEREAS, this Agreement is to provide a government function or service that each Party is authorized to perform individually, and it serves the common interest of the both Parties; and

WHEREAS, Trinity Metro provides, in addition to other transportation services (a) scheduled bus services within its service area in Tarrant County Texas, and (b) commuter rail service known as Trinity Metro TEXRail ("TEXRail") between downtown Fort Worth, Texas, and Terminal B at Dallas-Fort Worth International Airport; and

WHEREAS, in 2015, Trinity Metro's master planning process identified first-mile/last-mile connections to transit as a key issue to be addressed to support core services, serve the needs of employers and the workforce, increase ridership by improving access to convenient service, and take advantage of emerging technologies and shared services through developing an on-demand rideshare pilot program to test the viability of filling these gaps in services; and

WHEREAS, under an agreement titled "Contract for On-Demand Shared Ride Services" dated May 23, 2019 (the "VIA Contract") Trinity Metro has contracted with River North Transit LLC ("VIA") for VIA to provide an application-based, first-last mile service connecting customers to and from Trinity Metro bus stops, bus park and ride facilities, and TEXRail ("Ride Services") in specified portions of Trinity Metro's service area (such portions being referred to as the "VIA Service Zone"); and

WHEREAS, The Federal Transit Administration has awarded Trinity Metro with Congestion Mitigation and Air Quality Improvement Program (CMAQ) funding for a pilot program to implement and operate new fixed and flexible stop route transit services for citizens of the City. Additional services requested by the City, above and beyond the services stated in this Agreement, shall be at the sole expense of the City.

WHEREAS, under Trinity Metro's standard fare structure, customers using Mobility On-Demand Service as a single trip ride are charged three dollars (\$3.00) per trip. Customers who require additional single ride travel other than Mobility On-Demand Services, using other Trinity Metro platforms (i.e., bus, train, etc.) will be required to pay additional fares as defined by that mode of transportation. Customers also have the choice to purchase a local ticket/day pass. Purchase of any multi-ride local ticket option includes rides within any ZIPZONE, transfer between TEXRail, Trinity Metro bus routes, and TRE (West Zone Only).

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants made by Trinity Metro and the City in this Agreement, the receipt and sufficiency of which each Party hereby acknowledges, Trinity Metro and the City hereby agree as follows:

1. Term of Agreement. This Agreement shall begin upon the last day executed by all authorized Parties "Effective Date" and shall continue for twenty-four (24) months, unless terminated sooner under the terms of the Agreement or grant funds have been exhausted.

2. Ride Share Services (Mobility On-Demand). Trinity Metro shall provide Ride Share Services as shown in Exhibit A to serve the Mobility On-Demand Service Area in accordance with the schedule and the number of vehicles set forth in Exhibit B attached to and hereby made a part of the Agreement. Service terms, included but not limited to service area, number of vehicles, service times and fare structure, maybe amended during the term of the Agreement upon approval by both parties.

The Ride Share Service will use a smartphone application and a fleet of rideshare vehicles to provide service that has no fixed route or no fixed schedule but will have a number of on-demand stops. Passengers book trips using an app or for customers who do not have a smartphone, by calling a provided phone number. Passengers may travel anywhere within the geo-fence area. Each trip's route will change or "flex" depending on the passenger load and desired origin and destination points.

This service is a hybrid between regular fixed routes and demand-response service. The service provides an infinite number of on-demand stops that may be established near shopping, community centers, medical facilities, etc., and where collector streets from the residential neighborhoods join the arterials. Additional stop amenities, such as seating or shelter could be provided by the City, at the City's expense. Modern technology allows real-time vehicle tracking and fairly accurate arrival time prediction so that wait times are minimized. Most passengers will walk less than a quarter mile and none will walk more than three-quarters of a mile to meet their ride.

The City will be served by two vehicles providing direct transport within the designated geo-fence area which include the City, City of Crowley, City of Fort Worth southern sector, Gateway Station, Texas Health Hughley Hospital, and to designated connection points in Fort Worth within the designated service area. The connection points will allow transfers to existing Trinity Metro bus routes connected at the Tarrant County College South (TCC South) location, Routes along Sycamore School Road/McCart Avenue, and Sycamore School Road/Everman Road.

3. Cost of Ride Share Services. Per the Congestion Mitigation and Air Quality Improvement Program (CMAQ) Grant, all funds must to expensed prior to any other payment methods. Any funds over the allocated CMAQ grant amount will be paid by the agreed Parties.

Payment responsibility for Ride Share Services is outlined in Exhibit B. Any change in service terms as outlined in section two (2) of the Agreement may result in a change in the total cost of Ride Share Services.

4. Marketing of Ride Share Services. Trinity Metro will bear expenses for, and will incorporate the marketing of the Ride Services into its overall marketing plan. The City agrees to assist Trinity Metro’s marketing efforts by facilitating meetings by Trinity Metro with other employers in the Mobility On-Demand Service Area regarding the Ride Share Services. At its own expense, the City may also market such services, either individually and/or in conjunction with other employers in the outlined Mobility On-Demand Service Area, but the City must obtain written approval from Trinity Metro regarding marketing materials and efforts.

5. Early Termination. The Agreement may be terminated by (a) written agreement of both Parties; or (b) by either Party giving ninety (90) days’ prior written notice to the other Party. If this Agreement is terminated before Trinity Metro has invoiced the City for additional expenses it incurred under this Agreement prior to receipt of the City’s notice to terminate, Trinity Metro’s right to issue, and the City’ obligation to pay, any such invoice(s), shall survive the expiration or termination of this Agreement.

6. Notices.

a. Each Party’s address for Notices (hereinafter defined) is as follows:

If to City:

If to Trinity Metro:

City of Everman

Trinity Metro

212 North Race Street

801 Cherry Street, Ste 850

Everman, Texas 76140

Fort Worth, Texas 76102

Attention: C. W. Spencer

Attention: Wayne Gensler

Email: cspencer@evermantx.net

Email: wayne.gensler@ridetm.org

b. A Notice, other than an emailed notice, is deemed received as follows:

i. If delivered in person, or sent by registered or certified mail, or nationally recognized overnight courier, upon delivery at the applicable address, as indicated on a signed receipt. If the recipient refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal or inability to deliver, as indicated in the records of the mail, messenger, or courier service that attempted to deliver the Notice.

ii. An emailed notice is deemed received when the recipient, by an email sent to the email address of the sender stated in this section or by a notice delivered by another method in accordance with this section, acknowledges having received that email; a “read receipt” does not constitute acknowledgement under this subsection.

7. Miscellaneous.

a. Recitals. The recitals set out near the beginning of the Agreement are true and correct and are a part of the Agreement.

b. No Joint Enterprise. Under no circumstances will the Agreement be construed as one of agency, partnership, joint venture, or employment between the Parties. Without limiting the foregoing, the purposes for which Trinity Metro and the City have entered into the Agreement are separate and distinct, and there are no pecuniary interests, common purposes, and/or equal rights of control among the Parties.

c. Successors and Assigns. The Agreement binds and benefits the Parties and their respective successors and assigns.

d. Sole Benefit; No Third-Party Beneficiaries. The Agreement is entered into for the sole benefit of Trinity Metro and the City and their respective successors and assigns. The Agreement does not confer and is not intended to confer any rights, remedies, or benefits upon any other person or entity, including, without limitation, any user of the Ride Services.

e. Authorization. Each Party represents to the other that it is fully authorized to enter into the Agreement and to perform its obligations hereunder.

f. Controlling Law; Venue. The laws of the State of Texas (without giving effect to its conflicts of laws principles), govern all transactions and other matters arising out of or relating to the Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Each Party agrees that for any legal action, proceeding, or claim arising under or relating to the Agreement venue is proper in courts of the State of Texas sitting in Tarrant County, Texas, and each party waives the right to sue or be sued elsewhere; such waiver includes, without limitation, a claim that a court in Tarrant County is an inconvenient forum. Each party submits to the exclusive jurisdiction of any court of the State of Texas sitting in Tarrant County, Texas.

g. Final Agreement; Amendments Must Be in Writing; No Waiver. The Agreement constitutes the final, complete, and exclusive expression of the Parties' agreement concerning the matters that are the subject hereof. The Agreement may not be supplemented, modified, or qualified by reference to any previous negotiations or course of dealing. The Parties may amend the Agreement only by a written instrument executed by both Parties. Any purported oral amendment of the Agreement is ineffective. Neither (i) a Party's failure or delay in exercising a right or remedy or requiring satisfaction of a condition under the Agreement, nor (ii) any course of dealing between the parties, operates or shall operate as a waiver or estoppel of a right, remedy, or condition under the Agreement.

h. Limitations. The Parties acknowledge and agree that the Agreement does not create any personal obligation or liability for any owner, partner, officer, director, or employee of Trinity Metro or The City.

i. Interpretation. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by reason of such Party having or being deemed to have drafted such provision.

j. Counterparts. The Parties may execute the Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute a single agreement.

k. Captions. Headings of articles, sections, and subsections of the Agreement are for convenience only and do not affect the construction or interpretation of the Agreement.

l. Indemnity. The Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither the City nor Trinity Metro waive any immunity or defense that would otherwise be available to it against claims by third parties.

m. Representations. By execution of the Agreement, each party represents to the other that:

- i. In performing its duties and obligations hereunder, it will be carrying out one or more governmental functions or services which it is authorized to perform;
- ii. The undersigned officer or agent of the party has been properly authorized by that party's governing body to execute the Agreement and that any necessary resolutions extending such authority have been duly passed and are now in effect;
- iii. All payments required or permitted to be made by a party will be made from current revenues available to the paying party; and
- iv. All payments provided to be made hereunder by one party to the other shall be such amounts as to fairly compensate the other party for the services or functions performed hereunder.

IN WITNESS WHERE OF the Parties have executed this Agreement on the 8th day of June, 2021:

CITY OF EVERMAN, TEXAS

FORT WORTH TRANSPORTATION AUTHORITY:

By: 
Mayor

DocuSigned by:

7E727C88F4A54DA...
By: _____
Bob Baulsir
President & CEO

ATTEST:
APPROVED AS TO FORM:

By: _____
City Attorney
City of Everman, Texas

Exhibit A

South Tarrant ZIPZONE

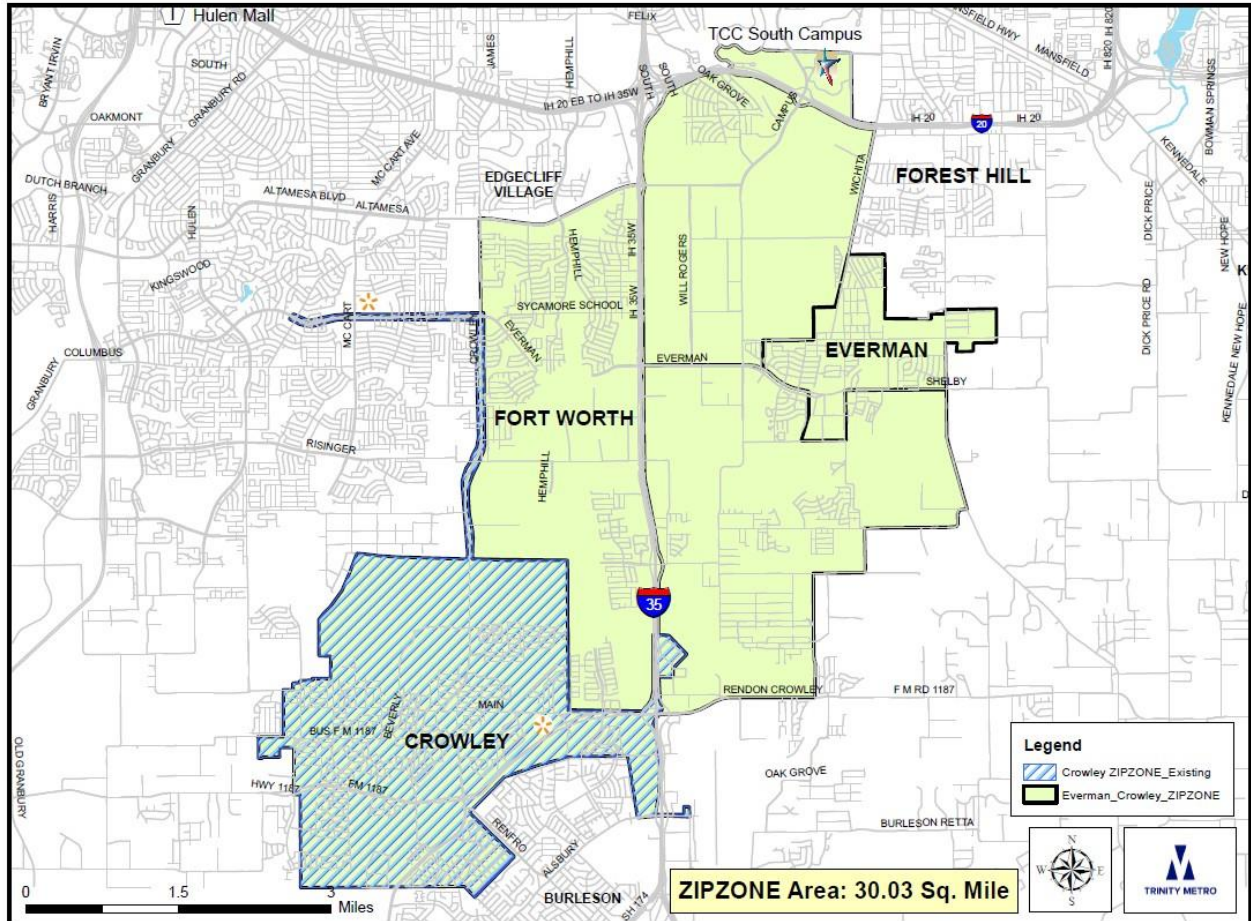


Exhibit B

Mobility On-Demand Service Area Hours and Vehicles:

Two (2) ride share vehicles/vans, one (1) van to be ADA compliant

Total hours of service hours per vehicle twelve (12), 7:00 AM to 07:00 PM,
Monday-Friday, excluding National Holidays.

Mobility On-Demand Service Area Ride Share Service Estimated Funding Chart:

	Year One	Year Two
CMAQ Grant	\$166,666	\$166,667
Trinity Metro	\$0	\$0
City of Everman	\$0	\$0