

INTERLOCAL GOVERNMENTAL AGREEMENT FOR RIDES PROGRAM

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement is made and entered into by and between Harris County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and City of Galveston - Island Transit, an entity providing public transportation situated in Galveston County, Texas hereinafter referred to as "COG." The County and COG may each be referred to herein as a "Party" or collectively as the "Parties." County, by entering into this agreement, acknowledges that COG is entering into this agreement in its governmental capacity, and not a proprietary one.

RECITALS:

WHEREAS, the parties are political subdivisions of the State of Texas and are authorized to enter into an agreement with each other relative to governmental functions and services by the Interlocal Cooperating Act, Texas Government Code, Chapter 791; and

The County through the RIDES program ("RIDES"), provided by the Harris County Community Services Department, Office of Transit Services, offers non-emergency alternate transportation services to elderly and disabled residents of Harris County who are unable to access alternate transportation for medical trips, work trips and other essential needs trips to remain independent in the community.

COG-Island Transit provides public transportation such as fixed route, demand response service and commuter services.

The COG desires to coordinate the provision of non-emergency transportation services with Harris County RIDES for people who are elderly or disabled and have no alternate transportation.

For and in consideration of the mutual covenants and agreements of the Parties hereto, it is agreed as follows:

TERMS

L. SCOPE OF SERVICES

Section 1.01 Upon request from COG the County will provide non-emergency non-holiday transportation, 24 hours per day, 7 days a week, for clients who need transportation services on Galveston Island. Service may not be operable during emergency conditions such as disasters and weather related events where operating transportation services is dangerous to transportation providers and or clients. Service is dependent upon available vendors.

Section 1.02 Within 90 minutes of receiving a request from a client for transportation service, the County will order a vendor, currently under contract with Harris County through the RIDES program, to collect the client for their transportation needs.

Section 1.03 COG will (i) pre-screen for client eligibility, (ii) pre-screen for service area specifications, and (iii) register clients. COG will also provide on their registration form the assigned card number and initial load value amount for the RIDES card. COG will fax or email the registration form to County RIDES staff. The County will provide a supply of inactive cards to COG.

Section 1.04 The County will input the client into the RIDES system when the RIDES staff receives the registration form and activate the card. Said mailing will include the provider list and other client educational materials that the County determines useful to the client.

Section 1.05 The client will be responsible for making a reservation directly with the provider participating in the program for COG.

Section 1.06 The County will handle all service complaints through the County's RIDES staff.

Section 1.07 Invoicing and Budget.

A. The County will invoice COG for non-emergency one-way trips taken based upon the number of Transportation Notification Requests received. COG will provide the amount of transportations provided to County by the 15th of each month for trips taken in the previous month (one month in arrears). COG will pay the County the metered cost of the one way transportation plus a 15% service delivery fee. All transportations are capped at \$24.00 per one-way trip. The electronic fare card used by the client will not conduct transactions more than \$24.00. In the event the client accrues a fare higher than the \$24.00 fare, it will be client's responsibility to pay any amount over \$24.00 to the driver by cash or credit card. Neither the County nor COG will be responsible to cover any amount over the \$24.00 cap of a taxi trip.

B. The County will invoice COG the actual metered cost of each one-way transportation, which shall not exceed \$24.00 per one-way trip. The invoice will include the following supporting documentation: client name, client number, the pick-up address and time, pick-up destination and time and trip date, and fare amount. The County will bill COG for all transportations taken by COG clients.

C. The County will invoice COG for clients who schedule transportation under this program but fail to cancel their appointment, hereinafter referred to as a "No-Show". Such No-Show shall be billed by the taxi provider at the cost of \$12.50 per No-Show.

D. The County will invoice COG \$5.00 for each card issued to COG's clients and \$5.00 each for all replacement cards.

E. The County will invoice COG \$0.35 per transaction. Each one-way trip is considered a transaction.

F. The Parties agree that the volume of trips will be approximately _____ non-emergency trips per month. The number of trips requested for service over the 12 month period will be monitored and controlled by COG. The one-year budget for the program is estimated at \$150,000. COG will only be responsible for the expenses of trips provided. The Parties will monitor monthly

expenditures. In the event that the monthly expenditures are greater than current estimates, the Parties will amend this Agreement for COG to appropriate additional funds.

G. COG will pay all undisputed invoices within 30 days after receipt.

Section 1.08 Reports.

A. Harris County will provide COG access to the RIDES web-based system to view and export trip reports specific for their clients.

II. STANDARDS

Section 2.01 In performing the services set forth in this Agreement, the Parties agree to perform all obligations thereunder in accordance with generally accepted standards applicable thereto, and in compliance with all applicable federal, state, or local laws, rules, regulations, and ordinances that in any manner affect the parties' performance of all obligations required by this Agreement.

III. TIME OF PERFORMANCE

Section 3.01 The term of this Agreement shall begin after approval and execution by both Parties and end one year after the execution date, unless sooner terminated under any provision hereof. After termination, COG will remain responsible for reimbursement to the County for any services provided hereunder during the term of the Agreement and paid for by the County.

Section 3.02 This Agreement may be extended by mutual agreement of the Parties, in writing, for four (4) one year terms.

IV. NON-PERFORMANCE

Section 4.01 COG shall not be required to compensate the County for any trips not provided. Compensation shall only be provided to County by COG if funds have been lawfully appropriated for such services, in an amount not to exceed \$150,000 for the twelve (12) month term. If the County is unable to provide services hereunder, the sole remedy of COG shall be termination of this Agreement as set forth below.

V. TERMINATION

Section 5.01 This Agreement shall terminate upon either Party giving the other Party at least thirty (30) days prior written notice of its intent to terminate. Should COG terminate this Agreement as provided in this paragraph, COG agrees that the payment in full of any and all payments owed the County by COG is a condition precedent to termination.

VI. NOTICE

Section 6.01 Notices and communications sent by COG to the County under this Agreement shall be mailed by registered or certified United States Mail, postage prepaid (return-receipt requested) or delivered to the County at the following address:

Harris County

Harris County Community Services Department
8410 Lantern Point Drive
Houston, Texas 77054
Attention: Vernon Chambers – Office of Transit Services

Notices and communications sent by the County to COG under this Agreement shall be mailed by registered or certified United States Mail, postage prepaid (return-receipt requested) to the following address:

City of Galveston
823 Rosenberg
Galveston Island, TX 77550
Attention: Rick Beverlin
Insert Title: Assistant City Manager

Any notice mailed by registered or certified United States Mail, postage prepaid, return-receipt requested, as hereinabove provided, shall be deemed given upon deposit in the United States Mail.

VII. ENTIRE AGREEMENT

Section 7.01 This instrument contains the entire agreement between the Parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning the Agreement shall be of no force or effect except as set forth in a subsequent modification in writing signed by the Parties.

VIII. SEVERABILITY

Section 8.01 If any provision of this Agreement is construed to be illegal or invalid, it will not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provisions will be deemed stricken and deleted here from to the same extent and effect as if never incorporated herein.

IX. NO PERSONAL LIABILITY

Section 9.01 Nothing in this Agreement may be construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to this Agreement, and the Parties expressly agree that the execution of this Agreement does not create any personal liability on the part of any officer, director, employee, or agent of either the County or COG.

X. GOVERNING LAW AND VENUE

Section 10.01 This Agreement is governed in all respects by the laws and Constitution of the State of Texas. Exclusive forum is a state or federal court of competent jurisdiction in Texas.


XI. MERGER

Section 11.01 The Parties agree that this Agreement contains all the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the Parties and others relating hereto are superseded by this Agreement.

XII. EXECUTION

Section 12.01 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 the Agreement.

CITY OF GALVESTON

By: 
Name: Brian Macaell
Title: CITY MANAGER
Date: 7/27/17

HARRIS COUNTY

By: 
DAVID TURKEL
EXECUTIVE DIRECTOR

Attest:


City Secretary's Office

APPROVED AS TO FORM:
VINCE RYAN
COUNTY ATTORNEY

By: 
Amy Samples
Assistant County Attorney
C.A. File 17GEN0501

APPROVED AS TO FORM
MEHRAN JADIDI
ASSISTANT CITY ATTORNEY

By: 

ORDER OF COMMISSIONERS COURT

ORDER OF COMMISSIONERS COURT

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 MAY 09 2017, with all members present except none

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

ORDER AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT WITH CITY OF GALVESTON

Commissioner Cagle introduced an order and moved that Commissioners Court adopt the order. Commissioner Morman 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 Ed Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Jack Morman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Steve Radaok	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input checked="" 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:

1. The Executive Director of the Harris County Community Services Department is authorized to execute on behalf of Harris County an Interlocal Agreement between Harris County and the City of Galveston for the County to provide non-emergency medical transportation as part of CSD's RIDES Program at a reimbursable cost to the County that is not to exceed \$150,000. The Interlocal Agreement is incorporated by reference and made a part of this order for all intents and purposes as thought set out in full word for word.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

Presented to Commissioners' Court

MAY 09 2017

APPROVE clm

Recorded Vol. _____ Page _____