

SEP 12 2022

Approved

**REQUEST FOR AGENDA PLACEMENT FORM**

**Submission Deadline - Tuesday, 12:00 PM before Court Dates**

**SUBMITTED BY:** Rexann Knowles

**TODAY'S DATE:** 8/31/22

**DEPARTMENT:**

COUNTY JUDGE

**SIGNATURE OF DEPARTMENT HEAD:**

X \_\_\_\_\_

**REQUESTED AGENDA DATE:**

September 12, 2022

**SPECIFIC AGENDA WORDING:** Consideration of Interlocal Agreement and Resolution No. RS08-2022-118 for Local Match Funding for Section 5311 Program Cletran, Between the City of Cleburne, Texas and Johnson County, Texas and Authorization for the County Judge to Sign

**PERSON(S) TO PRESENT ITEM:** Rexann Knowles

**SUPPORT MATERIAL:** (Must enclose supporting documentation)

**TIME:** 2 minutes

**ACTION ITEM:** X

**WORKSHOP:** \_\_\_\_\_

(Anticipated number of minutes needed to discuss item)

**CONSENT:** \_\_\_\_\_

**EXECUTIVE:** \_\_\_\_\_

**STAFF NOTICE:**

COUNTY ATTORNEY: XX

IT DEPARTMENT: \_\_\_\_\_

AUDITOR: XX

PURCHASING DEPARTMENT: \_\_\_\_\_

PERSONNEL: \_\_\_\_\_

PUBLIC WORKS: \_\_\_\_\_

BUDGET COORDINATOR: \_\_\_\_\_

OTHER: \_\_\_\_\_

\*\*\*\*\*This Section to be Completed by County Judge's Office\*\*\*\*\*

ASSIGNED AGENDA DATE: \_\_\_\_\_

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE \_\_\_\_\_

COURT MEMBER APPROVAL \_\_\_\_\_

Date \_\_\_\_\_

**INTERLOCAL AGREEMENT  
BETWEEN JOHNSON COUNTY  
AND CITY OF CLEBURNE  
FOR LOCAL MATCH FUNDING FOR  
SECTION 5311 PROGRAM  
CLETRAN**

**THE STATE OF TEXAS   §  
                                  §  
COUNTY OF JOHNSON   §**

THIS Interlocal Agreement (“Agreement”) is entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code by and between **JOHNSON COUNTY** (“COUNTY”), and the **CITY OF CLEBURNE**, a home rule municipal corporation located in Johnson County, Texas (“CITY”), each one acting through its authorized representatives, each sometimes hereinafter referred to individually as the “Party” and collectively as the “Parties”.

**RECITALS**

**WHEREAS**, The CITY operates a demand responsive transportation service for its citizens and residents throughout Johnson County, allowing them to utilize public transportation for a variety of purposes, such as medical appointments, shopping, recreation, school, and work, and the program is known as City/County Transportation and Cletran (“CLETRAN”); and

**WHEREAS**, The CITY principally funds the operation of CLETRAN through the receipt of federal grant money and local match contributions from the COUNTY and the municipalities in Johnson County, including Burleson, Godley, Grandview, Joshua, Keene, and Rio Vista; and

**WHEREAS**, The CITY receives federal funding for CLETRAN from the Texas Department of Transportation (“TxDOT”) through the Federal Transportation Administration, which provides funding to states under Section 5311 of Title 49 of the United States Code with the goal of providing the general public transportation for non-urbanized areas; and

**WHEREAS**, in order for the CITY to receive federal funds from the Section 5311 program, the program requires that a certain portion of CLETRAN funding be provided from sources other than TxDOT; and

**WHEREAS**, The COUNTY desires to provide its citizens with safe and efficient public transportation services; and

**WHEREAS**, The CITY desires to coordinate with the COUNTY to provide COUNTY citizens with public transportation services through CLETRAN; and

**WHEREAS**, the Parties desire to enter into this Agreement for CLETRAN services for the citizens of the COUNTY beginning October 1, 2022; and

WHEREAS, the governing bodies of the COUNTY and the CITY have duly authorized this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements included in this Agreement, the Parties agree as follows:

**I. Term of Agreement.**

- A. Initial Term. The initial term of this Agreement shall begin October 1, 2022, and end September 30, 2023.
- B. Renewal Terms. The Parties agree that at the expiration of the initial term or any subsequent renewed term, this Agreement shall be renewed for a further term of one (1) year on the same terms and conditions as contained in this Agreement, except as provided in Section III(B), unless written notice is given by one Party to the other Party of its intention not to renew the Agreement at least ninety (90) calendar days before the expiration of the then-current term; however, the total number of renewals under this Agreement shall not exceed four (4).

**II. Services to be Provided by the CITY.**

The CITY shall administer demand responsive transportation services to the residents of the COUNTY according to the federal requirements of the FTA Section 5311 grant and according to the relevant State of Texas statutes, including the tasks enumerated in Exhibit "A" Scope of Project, attached hereto and incorporated herein by reference and made a part hereof as if written word for word (the "Program").

Within a reasonable time after a request from the COUNTY, the CITY shall provide written performance reports of the Program to the COUNTY indicating, at a minimum, the number of riders, a financial operating summary, and collected rider fees. The COUNTY may require the CITY to provide other additional information reasonably necessary for the COUNTY to be adequately advised as to the level of performance by the CITY under this agreement.

**III. Payment by the COUNTY for Services.**

- A. Payment Amount for Initial Term Services. The COUNTY agrees to pay the CITY the lump sum amount of Sixty-three Thousand, Six Hundred Ninety-Three Dollars (\$63,693) as local match funds for the CITY's performance of services under this Agreement during the initial term.
- B. Payment Amount for Renewal Term Services. Both Parties to this Agreement recognize that funds for the Program are to be derived principally with funding from TxDOT state and federal funding programs, with varying degrees of matching funds required. Both Parties likewise recognize that funding levels and match requirements of TxDOT state and federal funding programs may vary considerably from year to year. While grant funds are anticipated to be available to the CITY in the future for the Program, local funding as its match for the Program will be required in future years. The CITY shall inform the COUNTY by June 30<sup>th</sup> of each

subsequent year of this Agreement after the initial term whether sufficient funds from state and federal sources are anticipated to be available to cover Program expenses for the following year and the amount of local match funds to be subsequently required of the COUNTY for the CITY's performance of services under this Agreement, if any. The COUNTY reserves the right to provide the local match funds or give notice to the CITY not to renew the Agreement as provided in Section I(B). Under no circumstance shall the payment amount for a renewal term exceed a five percent (5%) increase in addition to the payment amount for the then-current term. In the event the CITY does not give notice as described above, the payment amount for the upcoming renewal term shall be the same as the payment amount for then-current term.

- C. Invoice. At the beginning of each term, the CITY shall submit an invoice to the COUNTY reflecting the payment amount due under Section III(A) or III(B). The COUNTY shall remit payment within thirty (30) days of receiving such invoice.
- D. Nature of Payment Amount. Each Party represents and warrants that the compensation to be made to the performing Party contemplated in this Agreement are in amounts that fairly compensate the performing Party for the services or functions described in this Agreement.

#### IV. Termination.

- A. Termination for Breach. If one Party determines that the other Party is in default under this Agreement, the non-defaulting Party will notify the defaulting Party in writing of such default, and if the default is not cured within thirty (30) days from the date of such notice, then the non-defaulting Party may, in addition to any other remedies available to such Party at law or in equity, terminate this upon written notice. Any failure by the non-defaulting Party to enforce this Agreement with respect to one or more defaults by the defaulting Party will not waive the non-defaulting Party's ability to enforce this Agreement after that time. In the event this Agreement is terminated in accordance with this Section, all obligations of the parties under this Agreement shall cease, except the COUNTY shall be entitled to a pro-rata refund of the payment amount paid for that term, or in the event the COUNTY has not paid or under paid the payment amount for the term, the COUNTY shall be required to pay the CITY a pro-rata amount of the payment amount for services provided by the CITY up to the date of such termination.
- B. Termination for Non-Appropriation by the COUNTY. The COUNTY's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available. If the COUNTY should not appropriate or otherwise receive necessary funds to perform under this Agreement, the COUNTY may unilaterally terminate this Agreement effective on the final day of the fiscal year through which the COUNTY has funding. The COUNTY will make every effort to give the CITY at least ninety (90) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, the COUNTY will pay the CITY for all undisputed fees and expenses related to the services the COUNTY has received, or the CITY has incurred or delivered, prior to the effective date of termination.

C. Termination for Non-Appropriation by the CITY. The CITY's service obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available. If the CITY should not appropriate or otherwise receive necessary funds to perform under this Agreement, the CITY may unilaterally terminate this Agreement effective on the final day of the fiscal year through which the CITY has funding. The CITY will make every effort to give the COUNTY at least ninety (90) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, the CITY will reimburse the COUNTY for all undisputed fees and expenses paid by the COUNTY related to the services the COUNTY has not received, prior to the effective date of termination.

V. Liability.

The COUNTY shall not be liable for any claims, damages or attorney's fees arising from any negligence or unlawful acts of the CITY or its employees, agents, or officers in relation to this Agreement. The CITY shall not be liable for any claims, damages or attorney's fees arising from any negligence or unlawful acts of the COUNTY or its employees, agents, or officers in relation to this Agreement. The COUNTY and the CITY acknowledge that each entity is responsible for any claims or losses, including but not limited to those related to personal injury, death or property damage, caused by the acts or omissions of that entity, its employees, agents, or officers in the performance of services and activities under this Agreement.

VI. Notice.

Any notice given hereunder by either Party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper Party, at the following addresses:

If to the COUNTY:

Johnson County  
Attn: County Judge  
1 N. Main Street  
Cleburne, Texas 76033

If to the CITY:

City of Cleburne  
Attn: City Manager  
10 N Robinson St  
Cleburne, Texas 76031

**VII. Miscellaneous.**

- A. Cooperation. The Parties will reasonably cooperate with the other in furtherance of the objectives of this Agreement.
- B. Books and Records. The CITY shall be required to maintain all records and documents in its possession relating to or used in the performance of the Program in complete form and in conformity with all applicable federal and state rules and regulations with regards to the sufficiency and completeness of such records, and shall make such records available to COUNTY, upon reasonable demand for access to said records.
- C. Amendment. This Agreement may be amended by the mutual written agreement of the Parties.
- D. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- E. Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas. Any action concerning this Agreement shall lie in Johnson County, Texas.
- F. Venue. To the extent permitted by Texas law, the Parties agree that any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas.
- G. Entire Agreement. This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.
- H. Interpretation. In the event of any dispute over its meaning or application, this Agreement will be interpreted fairly and reasonably and neither more strongly for or against either Party.
- I. Recitals. The recitals to this Agreement are incorporated herein.
- J. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.
- K. No Assignment. The Parties may not assign or transfer their rights under this Agreement.

- L. Compliance with Law. Each Party is responsible for complying with any additional or varying laws and regulations regarding purchases.
- M. No Waiver of Rights. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or equity to a Party, including the defense of sovereign immunity, nor to create any legal rights or claims on behalf of a person not a party to this Agreement.
- N. Immunity. This Agreement is expressly made subject to each Party's governmental immunity under state and federal law. The Parties hereto expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that a Party has by operation of law.
- O. No Third Party Beneficiaries. This Agreement is not intended to create and does not create any rights in or benefits to any third party.
- P. No Joint Enterprise. The relationship of the Parties under this Agreement is not and shall not be construed or interpreted to be a joint enterprise or joint venture. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party or which shall hold itself out to be binding on the other Party. The Parties expressly agree that each Party is an independent contractor, and that each Party assumes all of the rights, obligations and liabilities applicable to it as an independent contractor.
- Q. Force Majeure. In the event that the performance by the COUNTY or the CITY of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto.

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]*

Executed this 12 day of September, A.D. 2022.

JOHNSON COUNTY, TEXAS

CITY OF CLEBURNE, TEXAS:

By: 

Roger Harmon  
County Judge

Date: 9-12-22

By: 

Steve Polasek  
City Manager

Date: 9.1.22

ATTEST:



Becky Ivy, County Clerk



ATTEST:



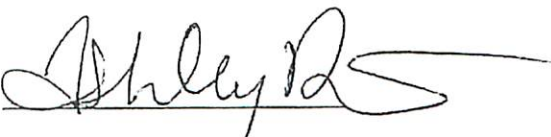
Ivy Peterson, City Secretary

APPROVED AS TO FORM:



County Attorney  
Johnson County, Texas

APPROVED AS TO FORM:



City Attorney  
City of Cleburne



## EXHIBIT "A"

### Scope of Services

Cletran (CCT) shall provide to citizens of Johnson County a commuter bus route into downtown Fort Worth and demand-response curb-to-curb public transportation throughout Johnson County. To increase efficiency and maximize capacity, CCT strives to pick up as many users as possible before dropping passengers off at their destination. CCT is NOT a taxi service. All origin and destination locations must be located within Johnson County, with the exception of Huguley Hospital and the entire city limits of Burleson.

CCT shall keep the following hours of operation in Johnson County: Monday through Friday, 8:00 am to 5:00 pm., except no service will be provided on the following holidays: New Year's Day, MLK Day, Good Friday, Memorial Day, Labor Day, Independence Day, Thanksgiving and the day after Thanksgiving, Christmas Eve, and Christmas Day. No service will be provided on the weekends.

Excluding hours of operation, the CCT policies and procedures for operation of the service, including the scheduling system, fares and passes, pick up windows, and other rules of use, will be applied uniformly throughout Johnson County.

Cleburne may amend the CCT policies and procedures as it deems necessary.

RESOLUTION

NO. RS08-2022-118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLEBURNE, TEXAS AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A RENEWAL OF THE INTERLOCAL AGREEMENT WITH JOHNSON COUNTY FOR THEIR ANNUAL CONTRIBUTION TO THE CITY/COUNTY TRANSPORTATION PROGRAM; PROVIDING AN EFFECTIVE DATE.

---

WHEREAS, City/County Transportation wishes to renew its annual Interlocal Agreement with Johnson County for their annual contribution to the program; and

WHEREAS, Johnson County contributes funds to the daily operation of City/County Transportation. These funds assist City/County Transportation with the local match portion that is required by the federal grant; and

WHEREAS, Johnson County's annual contribution for Fiscal Year 2023 will be \$63,693; and

WHEREAS, this agreement includes a renewal option, allowing the parties to renew for four (4) additional one-year terms, with a final expiration of September 30, 2027;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLEBURNE, TEXAS, THAT:

SECTION ONE. The City Council of the City of Cleburne hereby authorizes the City Manager to negotiate and execute the renewal of the Interlocal Agreement with Johnson County for their annual contribution of \$63,693 to the City/County Transportation program.

SECTION TWO. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED this the 23rd day of August, 2022 at a Regular Meeting of the City Council of the City of Cleburne, Texas.

  
Ivy Peterson  
Ivy Peterson, City Secretary

CITY OF CLEBURNE

BY: 

Scott Cain, Mayor