

INTERLOCAL AGREEMENT FOR TRANSPORTATION SERVICES
BETWEEN COLLIN COUNTY AND
COLLIN COUNTY AREA REGIONAL TRANSIT

This Interlocal Agreement (the "Agreement") is being made and entered into this 18th day of December, 2012, by and between Collin County, Texas ("County", or "Collin County") and Collin County Area Regional Transit ("CCART"). Separate agreements will be sought by CCART with the municipalities listed as Local Governments listed in Appendix A, attached.

Preamble

WHEREAS, the Collin County Area Regional Transit (CCART) desires to provide public rural transportation in unincorporated Collin County; and

WHEREAS, CCART is seeking interlocal agreements for urban transportation services in several of the municipalities within Collin County, identified in Exhibit A attached hereto, and hereinafter referred to as the "Local Governments"; and

WHEREAS, CCART desires to establish a rural transportation agreement with Collin County for transit services in the unincorporated areas of Collin County; and

WHEREAS, CCART represents that it is validly formed and lawfully operating Urban and Rural Transit District, in accordance with Chapter 458 of the Texas Transportation Code; and

WHEREAS, CCART represents that its officers and employees are trained and experienced in the operation and management of public transportation, and will provide public transportation services to the transit-dependants of Collin County; and

WHEREAS, CCART seeks to be designated by Collin County as the Rural Transit District serving the unincorporated areas of Collin County; and

WHEREAS, CCART, upon being appointed by Collin County to provide rural transportation services, further represents and warrants that CCART will take every reasonable step, and specifically those set forth below, to hold Collin County harmless from the operation of CCART within any portion of Collin County, both rural and urban;

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, it is agreed that:

Purpose

The purpose of this Agreement is to show that Collin County has approved CCART to operate and manage a public transportation system to be operated within the unincorporated portions of Collin County, as a part of the overall purpose of CCART to serve the urban areas of Collin County by separate inter-local agreements, as well as the rural areas.

Designation

CCART is designated to perform this inter-local agreement and to operate a public transportation service for the transit-dependent within the unincorporated portions of Collin County, and CCART agrees to do so.

Governance

CCART is governed by a board of directors, selected in accordance with Chapter 458 of the Texas Transportation Code. CCART is managed and operated by its board of directors and is solely responsible for its actions, or inaction, in carrying out the terms of this agreement. CCART agrees Collin County is not responsible for the acts, or failures to act, of CCART's directors, officers, employees, or agents with regard to CCART's performance pursuant to this agreement.

Rights and Duties

1. Management and Operation of System. Collin County appoints CCART to provide management services and to operate a public transportation system at CCART's expense. CCART may use such properties, equipment, facilities, routes, and services now or hereafter existing for such purposes owned by Collin County, if any, and designated by separate detailed listing. CCART shall furnish and supervise the personnel necessary for the operation of this public transportation system. CCART shall provide the active direction of the transportation system, including transportation maintenance, schedule preparation, accounting, public relations, and shall administer employment policies including employee selection, training, and wages. It is the intention of the parties in the execution of this agreement, that CCART shall provide full and complete management services for the public transportation system during the term of this agreement. CCART further agrees to furnish for the active management and direction of the system such general managerial, administrative technical services and guidance, including but not limited to payroll, accounts payable, purchasing and general accounting, as necessary for the proper operation of the system. These services may be provided at the principal office of CCART, in McKinney, Texas, or at such other place, or places, as CCART shall determine.
2. Routes, Schedules, Fares. CCART agrees to manage, supervise, and operate the rural public transportation in an efficient and economical manner. The public transportation system shall be operated on the schedule and at the rate of fare designated by CCART and approved by the County. CCART shall have the authority to make modifications to any routes without the necessity of obtaining the County's approval.
3. Grants in compliance with the Laws. CCART will pursue and apply for all grant funding programs to support the system. CCART will be responsible for executing grant agreements and receiving and managing grant funding. CCART will also be responsible for complying with the obligations and responsibilities under all grants and all accompanying certifications, assurances, and agreements made or given by the County to the Federal Transit Administration, or Texas Department of Transportation, or any other applicable entity. CCART shall be responsible for complying with all applicable laws, rules, regulations, and guidelines, including, but not limited to, the Texas Transportation

Code, the Davis Bacon Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all United States Department of Transportation requirements.

4. *Conflict of Interests.* CCART covenants and agrees that it presently has no interest and will not acquire a direct or indirect interest which conflicts with its efficient, diligent, faithful performance of the terms of this agreement. This agreement shall not be assigned or transferred by CCART without prior written consent of the County.
5. *Payments to CCART.* Collin County will not pay CCART for any services.
6. *Specific Powers.* CCART has the powers of an Urban and Rural Transportation District so long as it complies with all laws regulating the district.
7. *Legal Liability.* As a designated political subdivision of the Local Governments, CCART is a “government unit” as that term is defined in Chapter 101 of the Texas Civil Practice and Remedies Code. Therefore, the extent of CCART’s liability for actions arising out of the operation of a public transportation system shall be governed by Chapter 101 of the Texas Civil Practice and Remedies Code. CCART shall insure its operations to the limits defined for liability in the TCPRC, and shall provide that Collin County is named as an “also insured” on each policy. CCART will indemnify and hold Collin County harmless from any and all liability, claims, costs and/or expenses alleged or paid as a result of CCART’s performance of the terms of this Agreement. Nothing herein shall be construed as a waiver of the constitutional and/or statutory immunities afforded either the County or CCART as to third parties, or as against each party.
8. *Interruption of Service.* CCART shall not be liable to Collin County for any failure, delay, or interruption of service, nor for any failure or delay in the performance of any duties and obligations under this Agreement or similar acts beyond the control of CCART.
9. *Captions.* The descriptive captions of this agreement are for informational purposes only and shall in no way limit or effect the terms or conditions of the paragraphs.
10. *Severability.* The sections, paragraphs, sentences, clauses, and phrases of this Agreement are severable and, if any phrase, clause, sentence paragraph, or section of this Agreement should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Agreement.

Withdrawal of Member

Collin County may withdraw from this agreement if it adopts a resolution of withdrawal and delivers it to CCART. Withdrawal is effective on the fifteenth (15th) day after the date the resolution is adopted.

Dissolution

CCART may be dissolved by unanimous vote by the Board of Directors or withdrawal of all member municipalities. The Board of Directors shall dispose of the net assets as required by law.

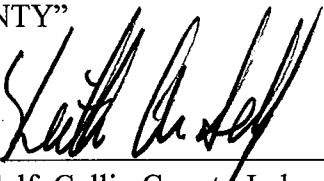
Effective Date and Term

This Agreement shall take affect when adopted by the local Government and executed by CCART.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized agents and officers.

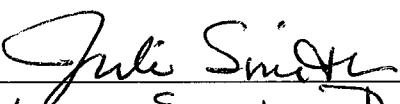
SIGNED AND APPROVED this 18 day of December, 2013.

“COUNTY”



Keith Self, Collin County Judge

“CCART”



Juli Smith
Interim Executive Director

APPENDIX "A"

“COUNTY”

Collin County

“LOCAL GOVERNMENTS”

Cities of UZA McKinney

McKinney

Melissa

Lowry Crossing

New Hope

Celina

Proper

Princeton

Cities of the UZA Dallas Forth Worth (DFW)

Allen

Fairview

Lucas

Murphy

Frisco

Parker

Plano

Wylie

Saint Paul

Sachse

Cities of Rural Collin County

Anna

Blue Ridge

Weston

Nevada

Josephine

Farmersville