

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF FARMERSVILLE, TEXAS
AND
TEXOMA AREA PARATRANSIT SYSTEM, INC.
FOR
UTILIZATION OF PARKING AREA FOR JA/RC PROJECT**

The City of Farmersville, Texas ("City"), a general law municipality and local governmental entity, and Texoma Area Paratransit System, Inc. ("TAPS"), a rural transit district and political subdivision of the State of Texas, hereby enter into this Interlocal Agreement as of the Effective Date for utilization of City-owned real property in furtherance of a JA/RC Project described below. City and TAPS may be referred to jointly herein as the "Parties," and individually as a "Party."

RECITALS

WHEREAS, City is a general law municipality and local governmental entity located within Collin County, Texas; and

WHEREAS, TAPS is a rural transit district established pursuant to the authority of Chapter 458, Texas Transportation Code, as amended, that provides transit services within the State of Texas in the counties of Clay, Collin, Cooke, Fannin, Grayson, Montague, and Wise; and

WHEREAS, on or about September 1, 2014, TAPS received approval by the Regional Transportation Council ("RTC"), the regional transportation policy board of the North Central Texas Council of Governments ("NCTCOG"), to receive federal grant funding under the Job Access/Reverse Commute Program, found at 49 U.S.C. § 5316 ("JA/RC"), for the implementation of a JA/RC Project to provide round-trip commuter shuttle bus service between locations within City's incorporated limits and other locations within Collin County, Texas; and

WHEREAS, on or about September 1, 2014, City and TAPS entered into an interlocal agreement for TAPS to provide transit services to support the JA/RC Project; and

WHEREAS, City owns certain real property located 205 S. Main Street Farmersville, Tx 75442; and

WHEREAS, City and TAPS have indicated interest in entering into an interlocal agreement which will allow parking within the City Hall Parking Lot by members of the public who are utilizing the shuttle bus service; and

WHEREAS, the Parties acknowledge and find that it will increase the efficiency and effectiveness of their respective entities by entering into an interlocal agreement pursuant to Chapter 791 of the Texas Government Code, as amended (also known as the "Interlocal Cooperation Act")

("the Act")), and will be in their best interests and the interest of the public to cooperate in the provision of transit services as set forth in this Agreement; and

WHEREAS, the Parties acknowledge and agree that this Agreement reflects and represents a written revocable license with regard to the use of the City Hall Parking Lot, as set forth in further detail below, and in no way creates or represents a lease, easement, or real property interest for TAPS in City's property.

NOW, THEREFORE, the Parties hereby make and enter into this Agreement for and in mutual consideration of the covenants and agreements set forth herein.

Article 1.

1.1 Purpose: Pursuant to Section 791.011 of the Act, City and TAPS are local governmental entities and enter into the Agreement for the purpose of providing services in which the parties are mutually interested and with each Party performing services it would be authorized to perform individually.

1.2 Consideration: City and TAPS agree there is good and valuable consideration for entering into this Agreement, the receipt and sufficiency of which is acknowledged.

1.3 Parking:

(a) Spaces: City shall allocate 5 parking spaces in the parking lot area for members of the general public who desire to park their vehicles and ride the JA/RC Project's shuttle bus service. The North Hub for the transit routes that comprise the JA/RC Project's shuttle bus service is located at or near 205 S. Main Farmersville, Tx 75442. The parking spaces shall be located East Section of City Hall Parking Lot, and such location may be revised upon written agreement signed by both Parties.

(b) Maintenance: City, at its expense, shall be responsible for maintenance of and repairs to the parking lot area, including the parking spaces that it allocates pursuant to this Agreement, during the term of this Agreement.

(c) In-Kind Contribution: The Parties recognize and agree that City's allocation of parking spaces in this Agreement represents an in-kind contribution in furtherance of the JA/RC Project.

Article 2.

2.1 Term: This Agreement shall be for a period of thirty-six (36) months beginning on September 1, 2014 ("the Effective Date") and terminating on September 1, 2017 ("the Termination Date"), unless terminated earlier by either City or TAPS in accordance with the terms of this Agreement.

2.2 Termination: This Agreement may be terminated prior to the Termination Date as follows:

(a) The Parties may terminate this Agreement by a written agreement signed by both Parties setting forth the agreed termination date;

(b) Either Party may terminate this Agreement with or without cause by providing written notice to the other Party not less than sixty (60) days prior to the desired termination date; or

2.3 Rescinding Termination: A Party that provides written notice of termination pursuant to Section 2.2(b) may rescind same by providing written notice to the other Party on or prior to the effective date of the termination, in which event this Agreement shall remain in full force and effect as if the notice of termination had never been given. A written agreement of termination pursuant to Section 2.2(a) may be rescinded by written agreement signed by both Parties prior to the effective date of the termination, in which event this Agreement shall remain in full force and effect.

Article 3.

3.1 Notice: All notices, authorizations and requests in connection with this Agreement shall be deemed provided on the day they are (i) deposited in the mail, postage prepaid, certified or registered, return receipt requested; (ii) delivered by courier; or (iii) sent by facsimile as indicated by a fax confirmation sheet; and sent to the address or facsimile number of each party's agent as follows:

If to City:

City of Farmersville, Texas
Attn: Edie Sims, City Secretary
205 S. Main St
Farmersville, Texas 75442
(972) 782-6604(facsimile)

With copy to:

City of Farmersville
Attn: Edie Sims, City Secretary
205 S. Main St
Farmersville, Texas 75442

If to TAPS:

Texoma Area Paratransit System, Inc.
Attention: Executive Director
6104 Texoma Parkway
Sherman, Texas 75090
(903) 893-4766 (facsimile)

With copy to:

Darrell G-M Noga
Cantey Hanger, LLP
1999 Bryan Street, Suite 3300
Dallas, Texas 75201

Article 4.

4.1 Entire Agreement: This Agreement contains all representations, understandings, contracts and agreements between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all oral or written previous and contemporaneous agreements, writings, understandings, representations, or contracts between the Parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the Parties prior to this Agreement which does not regard the subject matter of this Agreement.

4.2 Parties Bound: This Agreement shall be binding upon, and inure to the benefit of, the Parties to this Agreement and their respective successors and assigns.

4.3 Relationship: It is understood and agreed that the relationship between the Parties described in this Agreement is contractual in nature between independent Parties and does not constitute, and shall not be construed, as creating a partnership or joint venture relationship between or among the Parties. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any individual or entity that is not a signatory hereto.

4.4 Amendment: The Parties may revise, amend or modify this Agreement only by written agreement signed by both Parties.

4.5 Severability: The provisions in this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

4.6 Governing Law: The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement.

4.7 Place of Performance and Venue: This Agreement is performable in Collin County, Texas. Any legal action between the Parties based on this Agreement shall be brought in Collin County, Texas.

4.8 Special and Consequential Damages: In no event, whether as a result of breach of contract, warranty, tort (including negligence or infringement), strict liability or otherwise, shall either Party be liable to the other Party for any special, consequential, incidental, indirect or exemplary damages including, but not limited to, loss of profits or revenues, cost of capital, cost of substitute goods, facilities, services or downtime costs.

4.9 Immunity: In the execution of this Agreement, the Parties do not waive, and neither Party shall be deemed to have waived, any immunity or defense that would otherwise be available to each Party as a local governmental entity and/or political subdivision of the State of Texas.

4.10 No Third Party Beneficiary: For purposes of this Agreement, including its intended operation and effect: (1) the Agreement only affects matters or disputes between the Parties, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding that such third person or entity may be in contractual relationship with City or TAPS or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owed by them to either City or TAPS.

4.11 Counterparts: This Agreement may be executed in any number of counterparts. Each executed counterpart shall be deemed an original instrument, and all counterparts collectively shall be a single instrument, with full force and effect and enforceable against the Parties executing same.

Article 5.

5.1 Each Party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

(Signatures on Following Page)

SIGNED AND AGREED this 12th day of August, 2014.


CITY OF FARMERSVILLE, TEXAS

By: 
Joseph E. Helmberger, P.E., Mayor

ATTEST

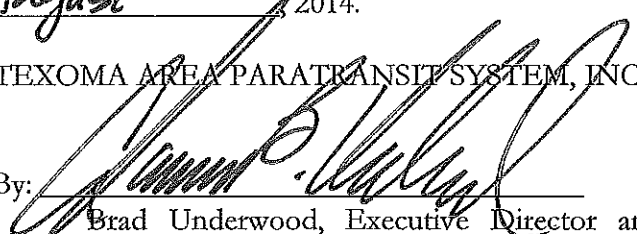

Edie Sims, City Secretary

APPROVED AS TO FORM


Alan D. Latham, City Attorney

SIGNED AND AGREED this 22 day of August, 2014.

TEXOMA AREA PARATRANSIT SYSTEM, INC.

By: 
Brad Underwood, Executive Director and
CEO

Executed on behalf of Texoma Area Paratransit
System, Inc. pursuant to Board Resolution No. _____

