

INTERLOCAL AGREEMENT

**BETWEEN
Hill Country Transit District
AND
City of Killeen, Texas
FOR
Additional Transit Services**

This interlocal agreement is entered into by and between Hill Country Transit District (HCTD), and The City of Killeen, Texas (City). HCTD and the City may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, The City seeks to have additional transit services; and

WHEREAS, the City desires to provide services to the citizens of Killeen in the most efficient and effective manner; and

WHEREAS, HCTD is the public transit system, providing affordable transportation for the City of Killeen; and

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments to contract for governmental functions and services to increase efficiency and effectiveness; and

WHEREAS, both parties have authority to enter into this Agreement, and have done so by the action of its governing body;

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I. PURPOSE

The purpose of this agreement is to continue and increase the services HCTD provides to the City including Killeen Senior Transportation Program and Fixed Route 5, and associated complimentary ADA services.

ARTICLE II. TERM AND FUNDING AMOUNT

The term of this Agreement will begin on the 3rd of January, 2022 and shall continue until terminated by one of the parties. Either party may terminate this Agreement by giving sixty (60) days written notice to the other party.

The total amount to be paid by the City to HCTD for Expanded Senior Program is the sum of \$17,833.33 per month for service provided as set forth in Exhibit A. The total amount to be paid by the City to HCTD for Route 5 and complementary paratransit service is the sum of \$200.00 per hour for each hour of service provided as set forth in Exhibit B. Cost per service hour will be calculated each October based on the previous year 12-month average cost per service hour.

The parties will make payment for any services performed under this Agreement from current revenue available to the paying party.

ARTICLE III. DESCRIPTION OF SERVICES

The HCTD agrees to provide ongoing oversight of these additional services. Oversight responsibilities include being the point of contact for TxDOT and assuring compliance on all terms of the master grant agreement, all reporting requirements and applicable state and federal regulations and requirements.

All expenses beyond the service hour charge shall be documented and invoiced monthly.

ARTICLE IV. PERSONNEL MANAGEMENT

HCTD will provide the personnel for and manage the personnel needed to provide these services.

ARTICLE V. OPERATIONS

HCTD will manage this service through its Urban division.

ARTICLE VI. INDEMNIFICATION

A. HCTD shall, to the extent authorized under the Constitution and laws of the State of Texas, defend, indemnify and hold the City and its affiliates, subsidiaries, directors, officers, agents, representatives and employees harmless from any and all claims, losses and liabilities (including attorneys fees) or all liability, costs and expenses arising from or resulting from: (1) any action by HCTD, (2) HCTD's failure to fulfill or perform any covenant or agreement of HCTD in this Agreement or (3) the inaccuracy of any representation or warranty of HCTD made in this Agreement.

B. The City shall, to the extent authorized under the Constitution and laws of the State of Texas, defend, indemnify and hold HCTD and its affiliates, subsidiaries, directors, officers, agents, representatives and employees harmless from any and all claims, losses and liabilities (including attorneys fees) or all liability, costs and expenses arising from or resulting from: (1) any action by the City, (2) the City's failure to fulfill or perform any covenant or agreement of the City in this Agreement or (3) the inaccuracy of any representation or warranty of the City made in this Agreement.

ARTICLE VII. CONTACTS

Contact for HCTD: Steven R. Beck Interim General Manager 4515 W. US 190 Belton, TX 76513 254-933-3700
sbeck@takethehop.com

Contact for City of Killeen: Kent Cagle City Manager 101 N College Street Killeen, TX 76541 254-501-7700
kcagle@killeentexas.gov

ARTICLE VIII. GOVERNING LAW

The laws of the State of Texas shall govern this Agreement. All obligations hereunder of the Parties are performable in Bell County, Texas. Venue for any legal proceeding is Bell County, Texas.

ARTICLE IX. SEVERABILITY

Should any provision of this Agreement for any reasons be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

ARTICLE X. ENTIRETY OF AGREEMENT

This is the entire agreement between the parties and no modification of this Agreement shall be of any force or effect, unless it is in writing signed by both parties.

IN WITNESS HEREOF, the City and HCTD have each caused this Agreement to be signed and delivered by its duly authorized representative.

Hill Country Transit District

City of Killeen

Steven R. Beck Interim General Manager
Date _____

Kent Cagle, City Manager
Date _____

Exhibit A

A detailed description of the services HCTD is to provide under this Agreement is set forth below:

To provide Senior Transportation for up to 200 eligible participants for up to 8 rides per month. The City of Killeen will provide a list of eligible participants each September for the following year. HCTD will provide monthly ridership reports to the City of Killeen showing participation levels. Service will be provided under this program in our current ADA Service area along with the are of the former Silver Route 550 Flex Route. Passengers outside of this area will be provided service under the Killen UZA 5310 program based on appropriate funding levels.

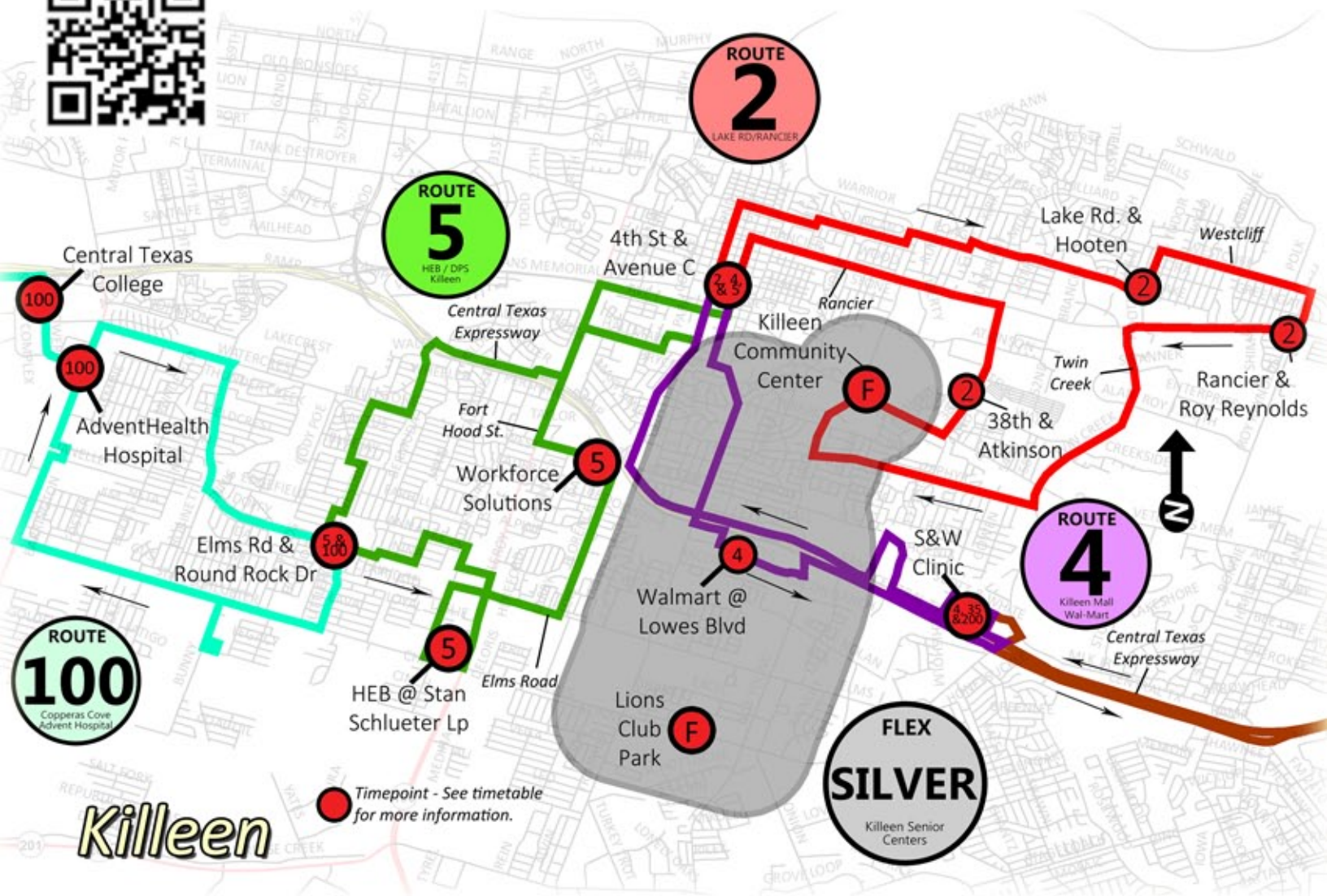
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Exhibit B

A detailed description of the services HCTD is to provide under this Agreement is set forth below:

RT-5 operates hourly service from 6:00am to 6:00pm daily for twelve hours per day, Monday through Friday. Major holidays excluded. See following map and table for times and stops.

Complementary paratransit service operates within a $\frac{3}{4}$ mile radius from route 5. This service operates from 6:00am to 6:00pm, Monday through Friday. Major holidays excluded. This service is by request and does not have designated time stops.



5 - HEB/DPS-KILLEEN					
INBOUND			OUTBOUND		
STAN SCHLUETER LOOP @ HEB	JASPER @ WORKFORCE SOLUTIONS	KILLEEN TRANSFER STATION	KILLEEN TRANSFER STATION	ELMS RD & ROUND ROCK DR	STAN SCHLUETER LOOP @ HEB
-	-	-	6:00	6:20	6:30
6:30	6:40	7:00	7:00	7:20	7:30
7:30	7:40	8:00	8:00	8:20	8:30
8:30	8:40	9:00	9:00	9:20	9:30
9:30	9:40	10:00	10:00	10:20	10:30
10:30	10:40	11:00	11:00	11:20	11:30
11:30	11:40	12:00	12:00	12:20	12:30
12:30	12:40	1:00	1:00	1:20	1:30
1:30	1:40	2:00	2:00	2:20	2:30
2:30	2:40	3:00	3:00	3:20	3:30
3:30	3:40	4:00	4:00	4:20	4:30
4:30	4:40	5:00	5:00	5:20	5:30
5:30	5:40	6:00	-	-	-



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