

STATE OF TEXAS §
COUNTY OF GALVESTON § **KNOW ALL MEN BY THESE PRESENTS:**

AGREEMENT
BY AND BETWEEN
THE GULF COAST TRANSIT DISTRICT
AND
GALVESTON COUNTY

This Interlocal Contract ("Agreement") is made and entered into on Oct. 14, 2024 effective as of the 1st day of October 1, 2023 ("Effective Date") pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), between **Galveston County** (the "County"), a political subdivision of the State of Texas, and the **Gulf Coast Transit District (District)**, a political subdivision of the State of Texas, created pursuant to Chapter 458 of the Texas Transportation Code.

RECITALS

WHEREAS, the Galveston County Commissioner’s Court on May 4, 2020, and the Brazoria County Commissioner’s Court on May 12, 2020, approved the transfer of responsibility for the provision of public transportation services from the Gulf Coast Center Connect to the Gulf Coast Transit District (District), pursuant to Chapter 458 of the Texas Transportation Code (Exhibit A); and,

WHEREAS, the District is responsible for the provision of public transportation services for Galveston and Brazoria Counties; and,

WHEREAS, the Cities of Texas District, La Marque, Dickinson, and the University of Texas Medical Branch in Galveston County, and the cities of Lake Jackson, Angleton, Clute, and Freeport in Brazoria County are all members of the District; and,

WHEREAS, these political subdivisions have agreed to pay their fair share of local funding required to match state and federal funding to support the provision of public transit services within their respective urbanized areas (Exhibit B); and,

WHEREAS, Galveston and Brazoria counties, through Commissioner Court action, have historically provided their fair share of local support for the provision of rural public transportation services within their respective counties; and,

WHEREAS, Galveston County's local share contribution for FY 2024 – FY 2026 is \$100,000 annually; and,

WHEREAS, these resources will support the provision of transit services for San Leon/Bacliff and rural portions of Galveston County.

WHEREAS, the County and District agree to the following:

ARTICLE I

PROVISION OF PUBLIC TRANSPORTATION SERVICE

The District agrees to provide public transportation services to the rural portions of Galveston County, and connectivity from the communities of San Leon, Bacliff to the Texas District/La Marque urbanized area. The District agrees that any significant proposed service changes, to the provision of existing public transportation services within Galveston County, will be discussed with the County Commissioner within whose area the service changes are being proposed.

ARTICLE II

FUNDING COMMITMENT

The District and County agree that funding provided by the County, pursuant to this Agreement, will be invoiced by the District at least thirty (30) days prior to the beginning of the fiscal year and paid by the County no later than thirty (30) days after the beginning of the fiscal year.

ARTICLE III

ESCROW ACCOUNT

The District agrees that all local share funding to support public transportation within Galveston County will be deposited within an Escrow Account solely to be used for the support of public transportation services and/or local share match for the purchase of equipment and construction of transit related amenities. This Account will be available for review by County officials with proper notification to the District.

**ARTICLE IV
INDEMNIFICATION**

COUNTY Indemnification. To the extent authorized by the United States Constitution and the laws of the State of Texas, and without waiving any defenses or consequences whatever, under the same, the County agrees to hold the District, its officers, employees, and agents, harmless from and indemnify each against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities, except for attorneys' fees, for personal injury, death, or property damage resulting from the acts or omissions of the County or the acts or omissions of others under County supervision or control.

DISTRICT Indemnification. To the extent authorized by the United States Constitution and the laws of the State of Texas, and without waiving any defenses or consequences whatever, under the same, District agrees to hold the County and its officers, employees, and agents, harmless from and indemnify each against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities, except for attorneys' fees, for personal injury, death, or property damage resulting from the acts or omissions of the District or the acts or omissions of others under District supervision or control.

**ARTICLE V
FORCE MAJURE**

Neither the District nor the County shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, materials or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, or any other cause not reasonably within the control of District or the County, and which by the exercise of due diligence District and the County is unable, wholly or in part, to prevent or overcome.

ARTICLE VI

TERMINATION OF AGREEMENT

For Convenience: Either party may terminate this Agreement upon giving ninety (90) days' written notice to the other.

For Default: Default constitutes the failure of either party to comply with the provisions of this Agreement if, within thirty (30) days after being provided written notice of failure to perform, the party alleged as non-compliant fails to respond in writing to the alleged deficiency, and further fails to remedy alleged non-compliance within sixty (60) days of its written response.

ARTICLE VII

LEGAL CONSTRUCTION

District and County agree that this Agreement shall be construed in accordance with the laws of the State of Texas.

ARTICLE VIII

NONDISCRIMINATION

Title VI Assurance Clause

The District and County are committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy, it requires its service providers and contractors, to agree that during the performance of this contract, the service provider or contractor, for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations

During the performance of this contract, the District and County, for themselves, their assignees and successors in interest agrees as follows:

- (1) **Compliance with Regulations.** The District and County shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.

- (2) **Nondiscrimination.** The District and County, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The District and County shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the District and County, for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the District and/or County's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.
- (4) **Information and Reports.** The District and County shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Texas Department of Transportation, Federal Highway Administration, Federal Transit Administration or other governmental agencies to be pertinent to ascertain compliance with such Regulations, orders and instructions.
- (5) **Incorporation of Provisions.** The District and County agree that they shall include the provisions of paragraphs (1) through (5), or similar representations of same, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

ARTICLE VII NOTICE

Any notice required to be given pursuant to the terms and provision of this Agreement shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:

Galveston County
County Judge
722 Moody Avenue
Galveston, Texas 77550

Gulf Coast Transit District
Executive Director
1415 33rd Street North
Texas City, Texas 77590

THIS AGREEMENT BECOMES EFFECTIVE AS OF THE ABOVE STATED DATE



Gulf Coast Transit District

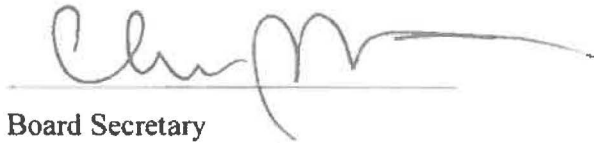
Chairman



**Mark Henry, County Judge
Galveston County**

Judge

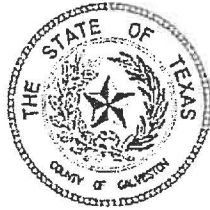
Approved as to Form



Board Secretary

County Attorney

Exhibit A



On this the 4th day of May, 2020, the Commissioner's Court of the County of Galveston, Texas convened in a regularly scheduled meeting with the following members thereof present:

Mark A. Henry, County Judge;
Darrell Appfel, Commissioner, Precinct No. 1;
Joe Giusti, Commissioner, Precinct No. 2;
Stephen D. Holmes, Commissioner, Precinct No. 3;
Kenneth Clark, Commissioner, Precinct No. 4; and
Dwight D. Sullivan, County Clerk

When the following proceedings, among others, were had, to-wit:

Resolution Calling for the Approval of the Creation of a new Bi-County Transit District and the Transfer of Responsibility for the Provision of Public Transportation services, and the Receipt and Expenditure of Federal and State Public Transportation Funding from the Gulf Coast Center to the Galveston and Brazoria Bi-County Transit District

WHEREAS, Chapter 458 of the Texas Transportation Code establishes the creation of Rural and Urban Transit Districts;

WHEREAS, the Gulf Coast Center (GCC) is a Rural and Urban Transit District and the public transportation provider for Galveston and Brazoria counties;

WHEREAS, Connect Transit is the public transportation provider for Galveston and Brazoria counties and is currently organized under the Gulf Coast Center (GCC);

WHEREAS, Galveston and Brazoria Counties have appointed public transportation stakeholders to a Transit Evaluation Committee (TEC) to consider data and information related to the separation of Connect Transit from the GCC and to make a

recommendation to the GCC Board of Trustee regarding the separation of Connect Transit from the GCC;

WHEREAS, the TEC has unanimously recommended the separation of Connect Transit from the GCC and the creation of a new Bi-County Transit District with the responsibility for the provision of public transportation services within Galveston and Brazoria counties;

WHEREAS, the GCC Board of Trustees has received and approved the recommendation of the TEC to transfer the responsibility for the provision of public transportation from Connect Transit to the Gulf Coast Transit District at the April 22, 2020 meeting;

WHEREAS, Galveston County, pursuant to Chapter 458 of the Texas Transportation Code, has the authority to approve the transfer of the Rural and Urban Transit District from the GCC to a new Bi-County Transit District, to be renamed the Gulf Coast Transit District;

WHEREAS, under the recommendation approved by the TEC, each respective governing body will appoint the following voting members from Galveston County to the Gulf Coast Transit District Board of Directors:

- 1 seat Galveston County Commissioner's Court
- 1 seat City of Texas City
- 1 seat City of La Marque
- 1 seat City of Dickinson
- 1 seat University of Texas Medical Branch
- 2 seats Rural Representatives appointed by the Commissioners Court;

WHEREAS, each participating governing body must approve its participation in the Gulf Coast Transit District, and thereafter, further actions are expected to finalize the transfer;

NOW THEREFORE BE IT ORDERED that the Commissioners Court of the County of Galveston, Texas does hereby approve the transfer of public transportation responsibility from the Gulf Coast Center to the Gulf Coast Transit District, pursuant to Chapter 458 of the Texas Transportation Code

Be it Further Ordered that Commissioner Stephen Holmes be appointed by this Commissioner's Court to the Gulf Coast Transit District Board of Directors, and that Commissioner Ken Clark be appointed as alternate.

Be it Further Ordered that the participation of other entities named in this Resolution is subject to a similar Resolution accepting membership in the Gulf Coast Transit District by the City Commission of Texas City and the City Councils of La

Marque and Dickinson; and the Administration of UTMB.

Upon motion duly made and seconded, the above Resolution was unanimously passed on this the 4th day of May, 2020.

The County of Galveston, Texas




**Mark A. Henry
County Judge**



**Darrell Appfel
Commissioner, Precinct 1**



**Joe Giusti
Commissioner, Precinct 2**



**Stephen D. Holmes
Commissioner, Precinct 3**



**Kenneth Clark
Commissioner, Precinct 4**



**Dwight D. Sullivan
County Clerk**

Item 1a: Draft Resolution to Accepting the Recommendation to Separate Connect Transit from GCC

A RESOLUTION BY THE BOARD OF TRUSTEES OF THE GULF COAST CENTER ACCEPTING THE RECOMMENDATION OF THE TRANSIT EVALUATION COMMITTEE (TEC) TO PROCEED WITH THE CREATION OF A BI-COUNTY TRANSIT DISTRICT, SUBJECT TO APPROVALS BY THE FEDERAL TRANSIT ADMINISTRATION, THE TEXAS DEPARTMENT OF TRANSPORTATION, AND THE HOUSTON – GALVESTON AREA COUNCIL AND AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO TAKE ACTIONS NECESSARY TO FACILITATE SAID CREATION

WHEREAS, the Gulf Coast Center (GCC) is the recipient of federal and state transit funding and other federal funding related to the provision of public transportation services within Galveston and Brazoria counties;

WHEREAS, the GCC is a rural and urban transit district created pursuant to the provisions of Chapter 458 of the Texas Transportation Code;

WHEREAS, the GCC Board of Trustees, confirmed by Resolutions of Galveston and Brazoria County Commissioner's courts, has created a Transit Evaluation Committee (TEC) to review relevant data and information regarding the GCC's responsibilities for the receipt and expenditure of federal and state transit funding, and other administrative, operating and financial requirements of a Bi-County Transit District, and to consider the extent to which the transfer of public transit responsibilities from the GCC to a new Bi-County Transit District is desirable;

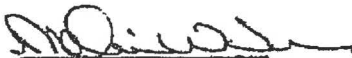
WHEREAS, on March 26, 2020 the TEC unanimously approved a motion (see attached) to recommend to the GCC Board of Trustees, the transfer of responsibility for the provision of public transportation services, and the receipt and expenditure of state and federal transit funding, from the GCC to a Bi-County Transit District, pursuant to the provisions of Chapter 458 of the Texas Transportation Code.

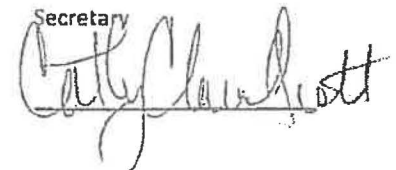
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE GULF COAST CENTER THAT THE BOARD OF TRUSTEES OF THE GCC ACCEPTS THE RECOMMENDATION OF THE TEC, AND AUTHORIZES THE CHIEF EXECUTIVE OFFICER TO TAKE THE FOLLOWING ACTIONS:

1. Notify Galveston and Brazoria County Commissioner's Courts of the GCC BOT's acceptance of the TEC's recommendation and request approval for the creation of a new Bi-County Transit District.
2. Execute a Memorandum of Understanding with the new Bi-County Transit District Board of Directors, when legally constituted, for the transfer of all Federal Transit Administration (FTA)- and Texas Department of Transportation Public Transit Division (TxDOT)- funded assets, equipment and facilities and related liabilities.
3. Request that the FTA, the Public Transportation Division of TxDOT, and the Houston – Galveston Area Council (H-GAC) concur in the transfer of all grants and agreements related to the GCC Connect Transit to the new Bi-County Transit District.

APPROVED ON THIS 22nd DAY OF APRIL, 2020.

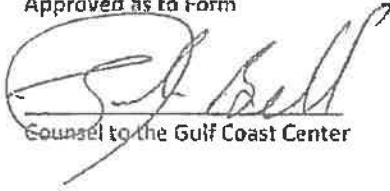
Melissa Tucker
Chief Executive Officer



Secretary


Item 1a: Draft Resolution to Accepting the Recommendation to Separate Connect Transit from GCC

Approved as to Form



Counsel to the Gulf Coast Center

A RESOLUTION BY THE COMMISSIONERS COURT OF BRAZORIA COUNTY APPROVING THE CREATION OF A NEW BI-COUNTY TRANSIT DISTRICT AND THE TRANSFER OF RESPONSIBILITY FOR THE PROVISION OF PUBLIC TRANSPORTATION SERVICES AND THE RECEIPT AND EXPENDITURE OF FEDERAL AND STATE TRANSIT FUNDING FROM THE GULF COAST CENTER TO THE GALVESTON AND BRAZORIA COUNTY BI-COUNTY TRANSIT DISTRICT

WHEREAS, Chapter 458 of the Texas Transportation Code establishes the creation of Rural and Urban Transit Districts;

WHEREAS, the Gulf Coast Center (GCC) is a Rural and Urban Transit District and the public transportation provider for Galveston and Brazoria Counties;

WHEREAS, Connect Transit is the public transportation provider for Galveston and Brazoria counties and is currently organized under the Gulf Coast Center (GCC);

WHEREAS, Galveston and Brazoria counties have appointed public transportation stakeholders to a Transit Evaluation Committee (TEC) to consider data and information related to the separation of Connect Transit from the GCC;

WHEREAS, the TEC has unanimously recommended the separation of Connect Transit from the GCC and the creation of a new Bi-County Transit District with the responsibility for the provision of public transportation within Galveston and Brazoria Counties;

WHEREAS, the GCC Board of Trustees has received and approved the recommendation of the TEC to transfer public transportation responsibility from Connect Transit to the Gulf Coast Transit District at the April 22, 2020, Board of Trustees meeting;

WHEREAS, Brazoria County, pursuant to Chapter 458 of the Texas Transportation Code, has the authority to approve the transfer of the Rural and Urban Transit District from the GCC to a new Bi-County Transit District, to be renamed the Gulf Coast Transit District;

WHEREAS, Galveston County Commissioners' Court will consider a similar action;

WHEREAS, Brazoria County will appoint voting members to the Gulf Coast Transit District Board of Directors, subject to confirmation from the respective governing bodies:

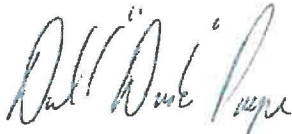
- 1 - Brazoria County Commissioners Court
- 1 - City of Lake Jackson
- 1 - City of Angleton
- 1 - City of Clute
- 1 - City of Freeport
- 2 - Rural Representation; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF BRAZORIA COUNTY TO TRANSFER THE GALVESTON AND BRAZORIA COUNTY RURAL AND URBAN TRANSIT DISTRICT FROM THE GULF COAST CENTER TO THE NEW BI-COUNTY TRANSIT DISTRICT, TO BE NAMED THE GULF COAST TRANSIT DISTRICT.

Be it Further Resolved that the Commissioners Court appoints Commissioner Dude Payne to the Gulf Coast Transit District Board of Directors, and that Judge L. M. "Matt" Sebesta, Jr. be appointed as alternate.

Be it Further Resolved that a similar resolution accepting membership in the Gulf Coast Transit District be considered by the City Councils of Lake Jackson, Angleton, Clute, and Freeport.

Passed and Approved this the 12th day of May, 2020.



Commissioner, Precinct 1
Donald "Dude" Payne



Brazoria County Judge
L. M. "Matt" Sebesta, Jr.



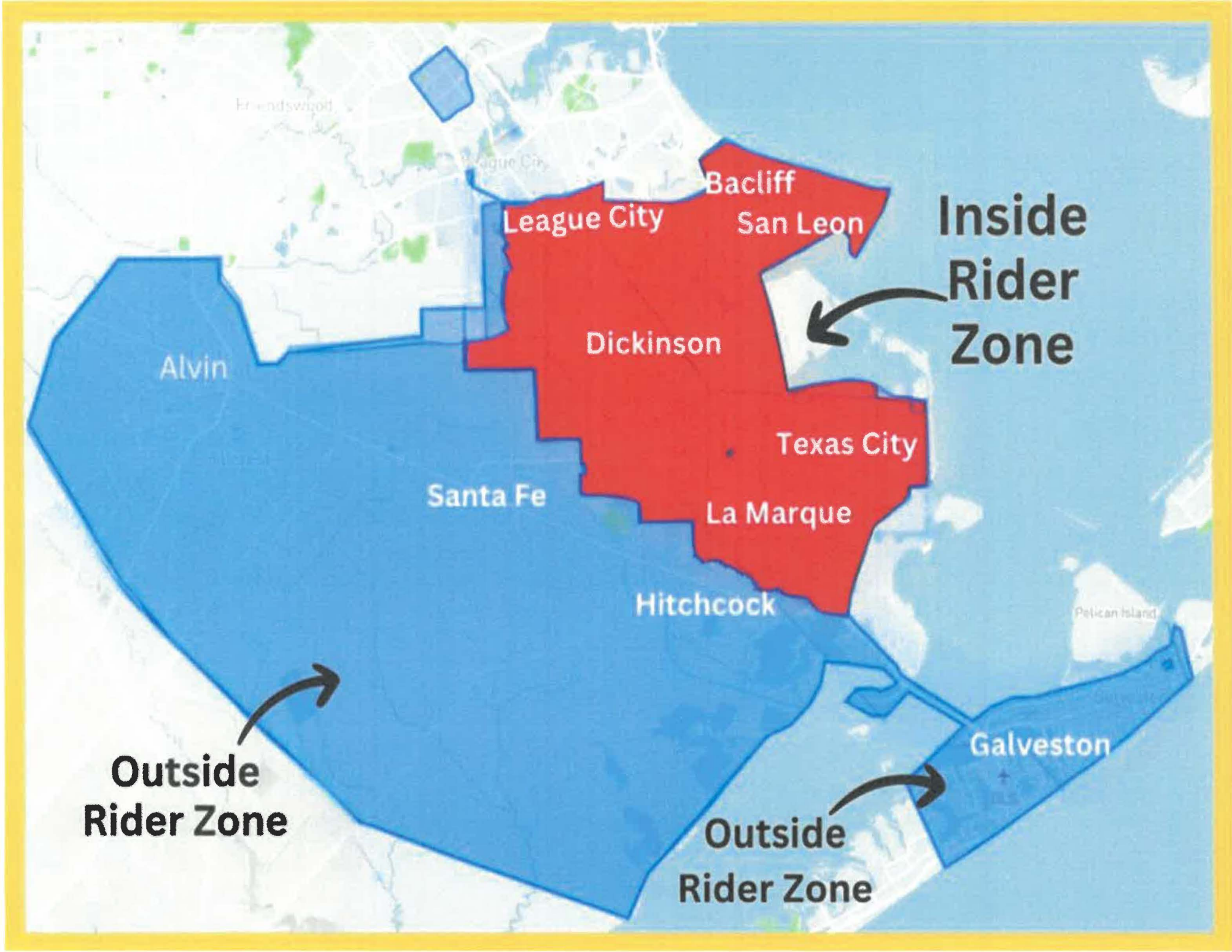
Commissioner, Precinct 2
Ryan Cade



Commissioner, Precinct 3
Stacy L. Adams



Commissioner, Precinct 4
David Linder



**Inside
Rider
Zone**

**Outside
Rider Zone**

**Outside
Rider Zone**

Alvin

Santa Fe

Dickinson

Texas City

La Marque

Hitchcock

Galveston

League City

Bacliff

San Leon

Friendswood

League City

Pelican Island