

COLORADO VALLEY TRANSIT, INC.

WHEREAS, Waller County, Texas, hereinafter **COUNTY**, a political subdivision of the State of Texas, has the authority, under Health and Safety Code, 121.003 to appropriate funds to make necessary improvements in providing service to promote the public health;

WHEREAS, **COUNTY** has the authority to enter into contracts with Colorado Valley Transit, Inc. for the provision of transit services in the county; and

WHEREAS, The Colorado Valley Transit, Inc., hereinafter **DEPARTMENT**, an incorporated transit agency, desires to enter into such a contract for the provision of transit services to said residents of the County.

IT IS THEREFORE AGREED THAT:

1. **DEPARTMENT** will furnish transportation services to the areas served by **DEPARTMENT** during last Fiscal Year.
2. **DEPARTMENT** will provide personnel, that are adequately trained or certified and available for transportation services.
3. **DEPARTMENT** shall, considering **DEPARTMENT'S** commitments to its own area, provide back-up emergency transportation services to such other areas as requested.
4. **COUNTY** will pay **DEPARTMENT** ten thousand dollars (\$10,000.00) for the term of this Agreement.

THE TERM OF THIS AGREEMENT shall commence on January 1, 2025 and continue for one year until December 31, 2025. This Agreement may be cancelled only by thirty (30) days advanced written notice given by the party desiring cancellation showing good cause for the cancellation of same, and either party may request a hearing to give reasons for the cancellation of same, within thirty (30) days of receipt of notice desiring cancellation addressed to:

COUNTY

Honorable Carbett "Trey" J. Duhon III
Waller County Judge
425 FM 1488, Suite 106
Hempstead, Texas 77445

DEPARTMENT:

Colorado Valley Transit, Inc.
P.O Box 940
Columbus, Texas 78934

The **DEPARTMENT** shall indemnify and save harmless **COUNTY** and its agents and employees from all suits, actions, or claims of any character, type or description, brought or made for or on account of, any injuries or damages received or sustained by any person or property, arising out of, or occasioned by, the acts of **DEPARTMENT** or its agents or employees, in the execution or performance of this contract.

NO MONIES paid to **DEPARTMENT** shall be expended for any purpose other than for the provision of transportation services.

DEPARTMENT shall keep detailed financial records and shall submit to the Waller County Commissioners' Court an annual financial report itemizing all income and expenditures.

ALL BOOKS AND RECORDS of Colorado Valley Transit, Inc. shall be open for audit, during normal business hours, to the Waller County Auditor, and to such persons as may be given that authority, in writing by the Waller County Auditor of the Waller County Commissioners' Court.

DEPARTMENT shall furnish to the **COUNTY** a copy of its' Certificate of Liability Insurance stating the amount of liability coverage carried by the **DEPARTMENT**.

THIS AGREEMENT is effective upon acceptance by order of the Waller County Commissioners' Court.

Colorado Valley Transit, Inc.

WALLER COUNTY

Executive Director

County Judge

Attested by:

Attested by:

Secretary

County Clerk

Date

Date