

STATE OF TEXAS
COUNTY OF WALLER

AGREEMENT BETWEEN WALLER COUNTY, TEXAS AND THE COLORADO VALLEY TRANSIT DISTRICT FOR SENIOR TRANSIT SERVICES

This Agreement to provide funding to benefit the seniors of Waller County, Texas (“Agreement”) is entered into on the date of the last signature affixed hereto (“Effective Date”) by and between Waller County, Texas (“County”), a political subdivision of the State of Texas, and Colorado Valley Transit District (“District”), a transit district organized under Chapter 458 of the Texas Transportation Code, and a political subdivision of the State of Texas (each referred to individually as “Party” and collectively as “Parties”).

WHEREAS, the Southeast Texas Housing Finance Corporation (“SETH”) awarded the County a \$50,000 grant to be used for affordable housing and/or related services (the “Grant”);

WHEREAS, the County finds that providing transportation for low to moderate income persons aged fifty (50) years or older (hereinafter “seniors” or “senior citizens”) in Waller County is a service related to affordable housing services because it enables seniors to use limited resources to secure stable housing;

WHEREAS, the County has allocated a total of \$3,000.00 from the Grant to be distributed over a period of three (3) years at \$1,000.00 per year to support the District’s transportation services in Waller County;

WHEREAS, the County and District wish to enter into this Agreement to clarify and make explicit the rights, duties, and responsibilities between the Parties; and

WHEREAS, both the County and District have the intent to comply with all applicable laws relative to the Agreement;

NOW, THEREFORE, the Parties agree that the foregoing is true and correct, and further mutually agree as follows:

SECTION 1. AGREEMENT

- 1.1 **Services to be Performed:** the District will provide transportation services to senior citizens residing in Waller County.
- 1.2 **Waller County Residents:** the District will utilize funding provided under this Agreement to provide services only to residents of the County.
- 1.3 **Personnel:** the District will provide personnel that are adequately trained or certified, and any labor, equipment, fuel, and any other item or service necessary to provide services hereunder.

- 1.4 Annual Report: the District shall keep detailed financial records and shall submit to the Waller County Commissioners Court an annual financial report itemizing all income and expenditures.
- 1.5 Conference and Cooperation: the District shall confer with the County on an as needed basis to ensure the services are performed satisfactorily, and to make any necessary or requested adjustments.
- 1.6 Compliance with Applicable Law: the District shall comply with all applicable laws, statutes, ordinances, rules, regulations, standards, and codes which may affect performance of this Agreement.
- 1.7 County's Funding Obligation: The County's obligation to provide funds hereunder is conditioned on the County's ability to use the Grant funds for such funding. In the event SETH determines the Grant funds cannot be used for the purposes contemplated hereby, the County may terminate this Agreement without penalty.

SECTION 2. PAYMENT

- 2.1 Compensation: In consideration of the services to be provided by the District under the terms of this Agreement, the County shall make one (1) payment per Waller County fiscal year to the District in the amount of one thousand dollars (\$1,000.00) for a period of three (3) years. The Waller County fiscal years begins on January 1st and ends on December 31st. The total amount to be paid under this Agreement shall not exceed three thousand dollars (\$3,000.00).
- 2.2 Invoice: the District shall submit an invoice to the County once per fiscal year.
- 2.3 Payment: The County agrees to pay the District in the amount identified in Section 2.1 according to the terms and conditions of this Agreement. The County shall pay all valid invoices in accordance with Texas Government Code Chapter 2251. The County will not pay an invoice in full if there is a dispute about the accuracy of the invoice.

SECTION 3. TERM AND TERMINATION

- 3.1 Agreement Term: The term of this Agreement shall begin on the Effective Date, and continue for a period of three (3) years (the "Term"), or until otherwise terminated in accordance with this Agreement.
- 3.2 Automatic Termination: This Agreement shall automatically terminate upon complete performance of the terms and conditions of the Agreement by each Party, or otherwise in accordance with its terms.
- 3.3 Termination for Failure to Perform: Either Party may terminate this Agreement if the other Party fails to perform in accordance with the terms of this Agreement, provided that the failure to perform is at no fault of the terminating Party. The District shall be responsible for any expenses it incurs after the date of termination.
- 3.4 Termination for Insolvency and Bankruptcy: The County, in its sole discretion, may immediately terminate this Agreement without notice and without the opportunity to cure if the District, or any of its parent or subsidiary business entities responsible for providing services under the Agreement become insolvent or files any petition for bankruptcy.

- 3.5 Termination for Cause or Convenience: The County may terminate this Agreement for cause or convenience, and without penalty, by providing written notice to the District in accordance with Section 3.6. The notice must state the reasons for such termination. The Agreement will continue in force during the thirty (30) day notice period.
- 3.6 Notice of Termination: The terminating Party shall provide thirty (30) days written notice of termination to the other Party as provided in Section 12.14.
- 3.7 Opportunity to Cure: A Party receiving notice of termination for failure to perform in accordance with the terms of this Agreement shall have the opportunity to cure its failure to perform beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days thereafter. The cure, if made, shall be to the terminating Party's satisfaction. If no cure is made, the Agreement will terminate on the date specified in the written termination notice, or if no date is specified, on the thirtieth (30th) calendar day after the date of receipt of the notice, unless otherwise agreed by the Parties.
- 3.8 Termination Without Penalty: The District shall not be entitled to any damages, whether direct or indirect, should the County choose to exercise its option to terminate.

SECTION 4. NO EXCLUSION OR PAYMENT

- 4.1 No Exclusion or Payment: The District understands and agrees that this Agreement does not create an exclusive right for the District to provide the services contemplated by this Agreement.

SECTION 5. RECORDS AND AUDITS

- 5.1 Records and Audits: The County and the Waller County Auditor ("County Auditor") shall have access to and the right to examine any directly pertinent books, documents, papers, and records of the District involving transactions relating to this Agreement. The County shall give the District reasonable advance notice of intended inspections or audits. The District shall maintain records necessary for the County or the County Auditor to complete an audit, and to comply in all respects with any request by the County or the County Auditor for records and documents for the purpose of performing an audit.

SECTION 6. INTERPRETATION

- 6.1 Interpretation: This Agreement controls over any other document, order form, purchase order, terms, or conditions in regard to the services to be performed hereunder. In the event of any disputes over the meaning or application of this Agreement, it shall be interpreted fairly and reasonably, and neither more strongly for nor against either Party.

SECTION 7. SITE INSPECTION AND COORDINATION

- 7.1 Site Inspection and Coordination: The District represents that it is thoroughly acquainted with all matters relating to the performance of this Agreement. All services under this Agreement shall be coordinated under, and performed to the satisfaction of the County.

SECTION 8. PERMITS; COMPLIANCE WITH LAWS AND REGULATIONS.

- 8.1 Permits; Compliance with Laws and Regulations: The District shall possess or obtain any applicable permits required by municipal ordinance, county ordinance, or state or federal law for the performance of the services prior to executing this Agreement. The District shall perform its obligations pursuant to this Agreement in accordance with all federal,

state, and local statutes, ordinances, laws, regulations, and executive, administrative, and judicial orders applicable to the services to be performed.

SECTION 9. INDEPENDENT CONTRACTORS.

9.1 **Independent Contractors:** In performing the services under this Agreement, the District and its employees are independent contractors. The District shall exercise independent judgment in performing its duties under this Agreement, in cooperation with the County, and is solely responsible for setting working hours, scheduling or prioritizing its work flow, and determining how the work is to be performed. No term or provision of this Agreement or act of the District in the performance of this Agreement shall be construed as making the District or its employees an agent, servant, or employee of the County in any capacity or form.

SECTION 10. INDEMNITY.

10.1 **INDEMNITY:** THE DISTRICT 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 THE DISTRICT OR ITS AGENTS OR EMPLOYEES, IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

SECTION 11. INSURANCE REQUIREMENTS

11.1 **Insurance Limits and Required Certificates:** The District shall provide the County with certificates of insurance evidencing compliance with the requirements of this Section. The certificates shall indicate the name of Colorado Valley Transit District, the name of the insurance company, the policy number, and the term and limits of coverage. The insurance coverage must be with a company authorized to do business in the State of Texas, and shall be of the following types and limits:

- a. Workers Compensation in accordance with the laws of the State of Texas.
- b. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- c. Comprehensive general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policy holder.
- d. Business Automobile Liability coverage for owned, non-owned, and hired vehicles, with minimum limits of not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

11.2 **Certificates of Insurance:** The District shall provide the County with certificates of such insurance upon request.

- 11.3 No Decrease in Liability: The County's acceptance of the certificates of insurance shall not relieve or decrease the District's liability.
- 11.4 No Cancellation or Modification: The District shall not cancel or modify the insurance coverages required by this Agreement without providing thirty (30) days written notice to the County. The District shall not allow a lapse in the insurance coverage specified in this Agreement during the Term.

SECTION 12. MISCELLANEOUS PROVISIONS

- 12.1 Recitals: The Recitals are incorporated into this Agreement.
- 12.2 Jurisdiction and Venue: This Agreement is made in and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court action(s) brought directly or indirectly by reason of this Agreement shall be in a court of competent jurisdiction in Waller County, Texas. This Agreement is made and is to be performed in Waller County, Texas.
- 12.3 Appropriation of Funds: Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Anticipated orders or other obligations that may arise past the end of the current Waller County fiscal year shall be subject to budget approval. Any contract that extends beyond the current Waller County fiscal year is contingent upon the appropriation of funds from the relevant budget and fiscal year. If for any reason funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. The District shall be responsible for all expenses occurring after the date of termination.
- 12.4 No Waiver: No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The County's failure to require strict performance of any provision of this Agreement does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision. The County's waiver or failure to exercise in any respect any right provided for in this agreement shall not be deemed a waiver of any further right under this agreement. The County and its employees, officers, and officials do not waive, modify, or alter to any extent any of their defenses, immunities, or remedies.
- 12.5 Force Majeure: Neither Party shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of services resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications, or Internet equipment or service, or other catastrophes, or any other occurrences which are reasonably beyond a Party's control. The Parties are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the Party seeking relief under this provision. The Party seeking relief due to force majeure is required to promptly notify the other Party in writing, citing the details of the force majeure event and the relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed,

provided the Agreement has not been terminated. Delay or failure of performance, by either Party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. If the District is relieved from performance due to force majeure, the County will also be excused from making payment to the District during the period of nonperformance.

- 12.6 Severability: If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. In such event, there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.
- 12.7 Entire Agreement: This Agreement, together with all of its exhibits, embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this Agreement. The Agreement may not be modified, altered, or amended except by written instrument duly executed by both Parties.
- 12.8 Titles Not Restrictive: The titles assigned to the various sections and paragraphs of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Agreement.
- 12.9 Other Expenses: Except as otherwise expressly set forth in this Agreement, each of the parties will bear its own expenses in connection with the performance contemplated by this Agreement.
- 12.10 No Arbitration: A dispute arising under this Agreement shall not be subject to arbitration.
- 12.11 No Third-Party Beneficiaries: This Agreement does not inure to the benefit of any third party, except permitted successor or assigns.
- 12.12 Authority to Sign: Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.
- 12.13 Confidentiality: The County is bound by Texas Government Code Chapter 552, the Public Information Act, and other laws concerning government records. The District shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Agreement. The County will make good faith efforts to promptly notify the District if any such information is requested in a public information request, subpoena, or other method so the District may argue against the release of such information. The District recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. The District further agrees that the County may furnish information acquired through or pursuant to this Agreement and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the County, nor any of its officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by the District in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

12.14 Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed received three (3) business days after the notice is placed in the mail with proper postage paid. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County:

Waller County Judge
836 Austin St., Suite 4300
Hempstead, Texas 77445

To the District:

Attn: [Claudia Wicks]
Colorado Valley Transit District
P.O. Box 940
Columbus, Texas 78934

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been entered into as of the last date of signature affixed hereto.

COUNTY

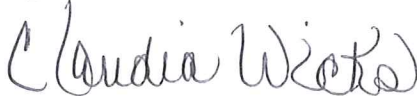
DISTRICT

WALLER COUNTY, TEXAS

**COLORADO VALLEY TRANSIT
DISTRICT**

a political subdivision of the State of Texas

a political subdivision of the State of Texas



Carbett "Trey" Duhon, III
County Judge

Claudia Wicks
Executive Director

4/8/26

Date

Date

ATTEST

Debbie Hollan
County Clerk