



*Providing Rural & Urban Public Transportation in Central & East Texas Since 1974*

June 22, 2020

County Judge Sydney Murphy  
County of Polk  
101 W. Church St., #300  
Livingston, Texas 77351

RE: Agreement for Transportation Services

Brazos Transit District

Dear Judge Sydney Murphy:

Enclosed please find two copies of the Agreement for Transportation Services between Brazos Transit District and the County of Polk. Please sign both copies, retain one for your files and return one copy to my office located at 1759 N. Earl Rudder Freeway in Bryan, Texas 77803.

This new contract is for a 5-year term and has the new yearly rate of \$36,750.00 which is a 5% increase from the previous year.

If you have any questions, please contact Wendy Weedon, Deputy CEO/General Manager at 979-778-0607.

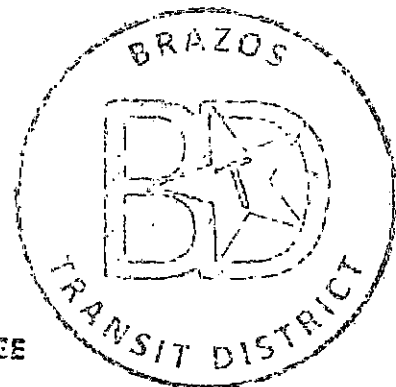
Kindest Regards,

Alivia Youree

Grants & Reporting Coordinator

Enclosures

RECEIVED  
JUN 26 2020  
POLK COUNTY JUDGE





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# Brazos Transit District

## Agreement for Transportation Services

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### **PARTIES AND OBJECTIVES**

The objective of this Contract is for the County of Polk to retain the services of Brazos Transit District, for the citizens of the County of Polk, for a public transit system. This Contract is made in Brazos County, Texas on this 14 day of July, 2020, by and between Brazos Transit District, hereinafter referred to as "BTD" and the County of Polk, hereinafter referred to as "County".

### **CONTRACT PERIOD**

This Agreement shall be for a period of five (5) years, commencing on September 1, 2020 and expiring on August 31, 2025. This Agreement is contingent upon funding appropriated by the County. Likewise, continuation of service is contingent upon local share from the County.

### **CONSIDERATION**

The County shall pay as consideration for the services of BTD as delineated in this section for its local share to BTD. Reimbursement shall not exceed a maximum of \$36,750.00 per year.

### **ROUTES AND SCHEDULES**

BTD shall be responsible for establishing all routes, schedules, operational hours, and operational days. In establishing such, BTD shall consider, to the most practical extent possible, the suggestions of the County. Service levels will be maintained equal to the services provided during the current calendar year, provided state and federal funds are available to BTD to provide such service and local share provided by the County.

### **ADMINISTRATION**

BTD shall be the sole agent responsible for the administration and operation of the public transit system.

### **INSURANCE**

BTD shall maintain general liability insurance at the rate prescribed by regulatory authorities and applicable to public transit services and shall furnish the County with proof of such coverage prior to commencement of operations and at such times as requested by the County.

### **HOLD HARMLESS**

BTD shall indemnify and save harmless the County and its agents from harm or damages of any character, type or description brought or made for on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the alleged negligent acts of BTD, or its agents and employees, in the execution of performance of this Agreement.

### **GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. Venue shall be in Brazos County, Texas.

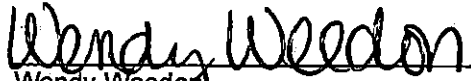
### **SERVICE OF NOTICE**

Any notice required or permitted to be given by this Agreement shall be deemed given when personally delivered to the recipient thereof, or mailed by registered or certified mail, return receipt requested, postage prepaid, to the appropriate recipient thereof, in the case of the County, at Polk County, 101 W. Church St., #300, Livingston, Texas 77351, and in the case of Brazos Transit District at 1759 N. Earl Rudder Freeway, Bryan, Texas 77803, or any other address which either party may subsequently designate in writing to the other party.

**ENTIRE AGREEMENT**

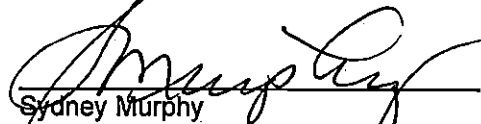
This Agreement contains the entire agreement between the parties herein described. Any oral representations or modifications concerning this Agreement shall be of no force and effect unless such are reduced in writing.

**BRAZOS TRANSIT DISTRICT**

  
Wendy Weedon  
Deputy CEO/General Manager

7-23-20  
Date

**COUNTY OF POLK**

  
Sydney Murphy  
County Judge

7/14/2020  
Date