

**FUNDING AGREEMENT  
BETWEEN BRAZOS COUNTY AND  
BRAZOS TRANSIT DISTRICT**

THIS FUNDING AGREEMENT ("Agreement") IS ENTERED INTO BY AND BETWEEN **BRAZOS COUNTY, TEXAS**, acting by and through its duly elected County Commissioners (hereinafter "County"), and the **Brazos Transit District** (hereinafter "BTD"), located in Bryan, Texas, and is effective October 1, 2024.

**RECITALS**

WHEREAS, BTD is a Large Urban and Rural transit agency covering 20 counties in Central and East Texas that provides fixed-route, ADA complementary paratransit, and demand-response service, and;

WHEREAS, the public transportation services provided by BTD creates jobs, community mobility, promotes connectivity, and benefits the economy overall, and;

WHEREAS, the 2020 Census designated BTD as a Large Urban agency, subsequently reducing federal and state funding opportunities that affect BTD's ability to continue providing the current services to the community, and;

WHEREAS, the County values the community's access to public transportation services and desires to assist BTD in sustaining the services that it currently provides.

NOW THEREFORE, the parties agree to the following terms and conditions to provide such support services.

**AGREEMENT**

**TERM**

This Agreement shall be for a term of twelve (12) months, commencing on the 1st day of October 2024, and terminating on the 30th day of September 2025.

**CANCELLATION**

This Agreement may be canceled by any parties hereto upon sixty (60) days written notice as provided herein.

## USE OF COUNTY FUNDS

Funds to be furnished to BTM as stated herein be used to offset operational expenses of the BTM, including to help offset salary and benefits, rent, telephone expenses, and office supplies.

## COUNTY'S LIABILITY FOR PAYMENT

The County, for and in consideration of the services provided to County, hereby agrees to pay BTM a total payment of **Three Hundred Sixteen Thousand Six Hundred Sixty Seven and No/100 Dollars (\$316,667.00)** ("Funds") for the year beginning **October 1, 2024, and ending September 30, 2025**. Payment of such sum will be paid upon receipt of invoice.

## RESPONSIBILITIES OF BTM

BTM will be responsible for providing the following services pursuant to this Agreement:

1. Maintaining this Agreement;
2. Providing Services;
3. Maintaining data files on clients and the Services provided thereto;
4. Respond to any and all inquiries by the County.
5. BTM agrees that the County, or its designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. BTM agrees to maintain such records for possible audit for a minimum of three (3) years after the termination date of this Agreement unless a longer period of records retention is stipulated. BTM agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. BTM agrees that the County, or its designated representative, shall further have the right to review and to copy any records and supporting documentation for prior years in which the County provided funds to the BTM under prior Agreements. Any audit will be conducted by County personnel or an independent third party, as determined by the Brazos County Commissioners Court. If the Brazos County Commissioners Court determines that the audit of activities, compliance or financial data/records that are not reviewed during any other audit is needed and needs to be conducted by an independent third party, BTM may choose and utilize an independent third party auditor, and all costs and expenses associated with said audit will be paid for by BTM.

6. BTD will provide the County with any and all certified audits conducted by BTD, the State of Texas or the Federal Transit Administration and the management letter prepared in connection therewith within 30 days of receipt of results;
7. BTD will provide the Commissioners Court with statistics evidencing the number of Brazos County residents using the BTD's Services for the six months ending March 31, 2025, and the five months ending August 31, 2025. Both reports are due to the County within 30 days of these dates.

### **RESPONSIBILITY OF COUNTY**

The County shall be responsible for the following duties and requirements:

1. Provide County Funds.
2. Conduct a review of the BTD's performance in providing the Services to be provided hereunder in order to assess County's continued participation in the funding of the BTD.

### **RECORD RETENTION**

The BTD shall be responsible for record keeping on all Services provided to those individuals using its services and all financial records. The BTD agrees to maintain and make available for inspection by the County upon request, consistent with personal privacy and, subject to the limitation of state law, any and all records the County determines, in its sole discretion, to be necessary for the County to justify its continued participation in supporting the BTD with Funds. Such records shall be retained for at least three (3) years from the date the service was provided. These records shall be made available for inspection and audit by the County if it so desires.

### **DISCRIMINATION**

The BTD shall not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. The BTD shall take affirmative action to ensure that applicants who are employed are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The BTD agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

### **INDEMNITY**

The parties hereto agree to indemnify one another for and hold one another harmless from and against all suits, claims, demands, liabilities, or actions resulting or alleged to result from the breach, violation or non-performance of the services stated herein and for any damage to any person resulting from any action, omission, or negligence on the part of each party hereto.

#### **INSURANCE**

The parties hereto agree that the BTD shall be an independent contractor and not an employee or agent of the County, and that each shall maintain at its own expense, adequate liability insurance to insure against damages and liabilities which may arise due to the duties and obligations contracted for herein.

#### **COUNTY INVOLVEMENT**

The County and BTD state that to the best of their knowledge, no officer, agent, or employee of the County who exercises any function or responsibility in connection with the carrying out of this Agreement or the Services to which it relates has personal interest, direct or indirect, in this Agreement.

#### **GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Texas and venue shall lie exclusively in Brazos County, Texas. The Parties agree that all obligations under this Agreement are performable in Brazos County, Texas and that this Agreement has been executed in Brazos County, Texas. Venue shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.

#### **TERMINATION**

BTD or County may unilaterally terminate this Agreement, at any time and for any reason, or no reason, by giving the other sixty (60) calendar days prior written notice.

In the event of termination BTB agrees to return funds to County of a pro rata basis based on a twelve (12) month calculation.

## **NOTICES**

All notices required to be given hereunder shall be deemed to be duly given by delivering such notice or by mailing it, certified mail RRR to the other party at the following addresses:

Brazos Transit District  
2117 Nuches Ln.  
Bryan, Texas 77803

Brazos County Commissioners  
Court County Administration  
Building  
200 So. Texas Ave., Suite 310  
Bryan, Texas 77803

## **FURTHER ASSURANCES**

Each party hereto agrees to perform any further acts and to execute and deliver any further documents which may be necessary to carry out the provisions of this Agreement.

## **SEVERABILITY**

In the event that any provisions or portion of this Agreement are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions or portions shall not be affected.

## **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understanding, oral or written, between or among the parties hereto, relating to the subject matter of the Agreement, which are not fully expressed herein.

## **ASSIGNABILITY**

This Agreement is not assignable by the BTB without the prior written consent of the County.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**Brazos County**

**Brazos Transit District**

\_\_\_\_\_  
Duane Peters  
County Judge

Wendy Weedon  
\_\_\_\_\_  
Wendy Weedon  
Deputy CEO/General Manager

Date: \_\_\_\_\_

Date: 12/13/2024

**ATTEST:**

\_\_\_\_\_  
Karen McQueen, County Clerk

## LEGISLATIVE CERTIFICATIONS

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, <https://www.sam.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov>. The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract. The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2276 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.
4. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Company Name: Brazos Transit District

Authorized Company Representative: Wendy Weedon

Address: 2117 Nuches Ln.  
Bryan, TX 77803

Signature: Wendy Weedon

Date: 12/26/24

Contract #: 25-055