

Emergency Session, Commissioners' Court

Wednesday, November 22, 2000 11:30 a.m.

Members of the Court Present:

Jack Leath	County Judge
Lynn Smith	Commissioner Pct. #2
Doyle Dickerson	Commissioner Pct. #3
Gene Nethery	Commissioner Pct. #4
Janice McDaniel	County Clerk

Judge Leath called the meeting to order at 11:30 a.m.

Agenda item #1-Brazos Transit-Possible Action Brazos Transit System

Judge Leath read the letter he received from Lyle Nelson, representative for Brazos Transit System. Mr. Nelson said that if the contract is signed and returned to them, Brazos Transit would initiate service on December 4, 2000. Judge Leath said there is already an ad in the local paper saying that service will begin December 4, 2000. The ad was placed in the paper by Brazos Transit.

Commissioner Smith said the service is needed, but this company has proven, it seems to him, that they are not going to do right. He said he has serious reservations in signing a contract with them.

Judge Leath said at the time we voted to do this, we assumed it would be done on a timely basis. It is hard to believe that 4 or 5 months later Mr. Nelson is just discovering that the contract has not been sent to us to sign.

Commissioner Nethery asked if there is an out if we need one?

Judge Leath read in the contract that if the Court adopts a Resolution of Withdrawal and delivers it to Brazos Transit the withdrawal would be effective 30 days after the date the resolution is adopted. He said the price is not unreasonable, if there is a need for the service.

Commissioner Nethery said that if this would allow some young person a way to get to college and some elderly person to get to their doctor, it would be worth it.

Commissioner Nethery moved to go ahead with the contract with Brazos Transit but with the understanding that we will re-evaluate it in 3-month intervals for the next year. Commissioner Dickerson seconded. All voted for. Motion carried. See attached copy.

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Commissioner Nethery moved to adjourn. Commissioner Dickerson seconded. Meeting adjourned.

Jack Leath COUNTY JUDGE

Lynn Smith COMMISSIONER PCT. #2

Doyle Dickerson COMMISSIONER PCT. #3

R. Gussner COMMISSIONER PCT. #4

ATTEST:

Janice McDaniel COUNTY CLERK

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AGREEMENT

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

THIS AGREEMENT is made at Brazos County, Texas on this the 27 day of NOV, 2000 by and between BRAZOS TRANSIT DISTRICT, hereinafter referred to as BTB, and the County of Sabine, hereinafter referred to as Sabine County.

RECITAL

Sabine County wishes to secure the services of BTB to make available to the citizens of Sabine County, a public transit system.

1. **TERM:** This Agreement shall be for a term of two (2) years commencing on September 1, 2000 and expiring on August 21, 2002.
2. **CONSIDERATION:** Sabine County shall pay, as consideration for the services of BTB, as delineated in this section.

Operational Costs: Sabine County shall reimburse BTB for 25% of operation costs. Such reimbursement shall not exceed a maximum of \$12,000.00 for the first year and \$12,000.00 for the second year.
3. **ROUTES AND SCHEDULES:** BTB shall be responsible for establishing all routes, schedules, operational hours, and operational days. In establishing such, BTB shall consider to the most practical extent possible, the advise and desires of Sabine County.
4. **ADMINISTRATION:** BTB shall be the sole agent responsible for the administration and operation of the public transit system.
5. **INSURANCE:** BTB shall maintain general liability insurance at the rate prescribed by regulatory authorities and applicable to public transit services and shall furnish Sabine County with proof of such coverage prior to commencement of operations and at such times as requested by Sabine County.
6. **HOLD HARMLESS:** BTB shall indemnify and save harmless Sabine County and its agents from harm or damages of any character, type, or description brought or made for on account of any injuries of damages received or sustained by any person or persons or property, arising out of, or occasioned by, the alleged negligent acts of BTB or its agents or employees in the execution of performance of this Agreement.
7. **GOVERNING LAW:** The rights, obligations, and remedies of the parties shall be governed by the laws of the State of Texas. Venue for any action shall lie in Brazos County,

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Texas. If any provision of the Agreement is found to be invalid or unenforceable, the remaining provisions shall not be impaired.

8. **SERVICE OF NOTICE:** Any notice required or permitted to be given by this Agreement shall be deemed given when personally delivered to recipient thereof, or mailed by registered or certified mail, return receipt requested, postage prepaid, to the appropriate recipient thereof. In the case of the Contractor, at the business address specified in this proposal, and in the case of BTD at 1759 North Earl Rudder Freeway, Bryan, Texas 77803, or any other address which either party may subsequently designate in writing to other party.

9. **ENTIRE AGREEMENT:** This Service Agreement contains the entire agreement between the parties herein described. Any oral representation or modifications concerning this Agreement shall be of no force and effect unless such are reduced in writing.

SIGNED this 27 day of Nov., 2000.

BTD

BY: _____
John M. McBeth
General Manager

SABINE COUNTY

Jack Leath
Honorable Jack Leath
County Judge

Address:

P O BOX 716

Hemphill, Texas 75948-0716

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INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is being made and entered into this 27 day of Nov., 2000, by and between the County of Sabine and Brazos Transit District (BTD) and the Local Governments delineated in Appendix 1 as attached.

Preamble

WHEREAS, BTD and Sabine County are either agencies of the State of Texas or local governments as that term is defined in 791.003 of the Texas Government Code.

WHEREAS, Sabine County desires to create a public transportation system to provide transportation services in their jurisdiction or subdivisions; and,

WHEREAS, Sabine County desires to designate an administrative agency to supervise the performance of this Interlocal Agreement and operate and manage the public transportation system; and,

WHEREAS, BTD is an existing political subdivision of the State of Texas; and,

WHEREAS, BTD, its officers and supervisory employees are trained and experienced in the operation and management of public transportation and will provide public transportation services to the transit dependents of Sabine County; and,

WHEREAS, Sabine County deems it advisable to execute this Agreement with BTD and designate BTD as an administrative agency for the operation and management of the public transportation system; and,

WHEREAS, this Agreement is made pursuant to and under the authority of the Interlocal Cooperation Act of 1971, as amended, and codified in Chapter 791 of the Texas Government Code; and,

WHEREAS, this Agreement is authorized by the governing body of Sabine County and the Board of Directors for BTD.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants

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contained herein, it is agreed that:

Purpose

The purpose of this Agreement is to provide for a public transportation system to be operated within the jurisdiction or subdivisions of Sabine County (the "Local Government").

Designation

BTD is designated to supervise the performance of this Interlocal Agreement and to operate public transportation services for the transit dependent within the Local Government's jurisdictions and subdivisions.

Governance

BTD is governed by its existing independent board of directors. BTD is responsible to its Board of Directors and not to the governing bodies of the member Local Governments.

Rights and Duties

1. **Management and Operation of System.** The Local Government retains and employs BTD to provide management services and to operate a public transportation system, comprising all properties, equipment, facilities, routes, and services now or hereafter existing for such purposes. BTD shall, employee, furnish, and supervise the personnel necessary for the operation of this public transportation system. BTD shall assume the active direction of the transportation system, including transportation, maintenance, schedule preparation, accounting, public relations, and shall administer employment policies including employee selection, training, and wages. It is the intention of the parties in the execution of this agreement, that BTD shall provide full and complete management services for public transportation systems owned by the Local Government during the term of this agreement, and any specific duties and obligations set forth herein shall not be construed as limitations.

BTD further agrees to furnish for the active management and direction of the system such general managerial, administrative technical services and guidance, including but not limited to payroll, accounts payable, purchasing and general accounting, as necessary for the proper operation

of the system. These services may be provided at the principal office of BTD, in Bryan, Texas, or at such other place, or places, as BTD shall determine.

2. Routes, Schedules, Fares. BTD agrees to manage, supervise, and operate the Local Government's public transportation in an efficient and economical manner. The public transportation system shall be operated on the schedule and at the rate of fare designated by BTD and approved by the Local Government. BTD shall have the authority to make modifications to any routes without the necessity of obtaining the Local Government's approval.

3. Grants in compliance with the Laws. BTD will pursue and apply for all grant funding programs to support the system. BTD will be responsible for executing grant agreements and receiving and managing grant funding. BTD will also be responsible for complying with the obligations and responsibilities under all grants and all accompanying certifications, assurances, and agreements made or given by the Local Government to the Federal Transit Administration, or Texas Department of Transportation, or any other applicable entity. BTD shall be responsible for complying with all applicable laws, rules, regulations, and guidelines, including, but not limited to, the Davis-Bacon Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all United States Department of Transportation requirements.

4. Conflict of Interests. BTD covenants and agrees that it presently has no interest and will not acquire, direct or indirect which conflicts with its efficient, diligent, faithful performance of the terms of this contract and agreement. This agreement shall not be assigned or transferred by BTD without prior written consent of the Local Government.

5. Payments to BTD. The Local Government and BTD understand and agree that the payments of their local share contribution shall constitute a current expense of the Local Governments each year in which the payments are due and shall not in any way be considered or construed to be a debt of the Local Government's in contravention of any constitutional, statutory, or charter provision. Each Local Government paying for BTD's services must make those payments with current revenues

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available and the Local Governments hereby affirm that funds to pay said payments to BTD are available for the current fiscal year.

6. Specific Powers. BTD has all the powers of its member Local Governments necessary to operate its services. By way of illustration, but not for limitation, BTD has the power: to contract, to acquire and own real and personal property, and to accept and expend grants from government, legal entities and individuals. BTD does not have the power: to tax, to obligate its member Local Governments, to assess its member Local Governments, or to adopt ordinances or other laws.
7. Legal Liability. As a designated political subdivision of the Local Governments, BTD is a "governmental unit" as that term is defined in Chapter 101 of the Texas Civil Practice and Remedies Code. Therefore, the extent of BTD's liability for actions arising out of the operation of a public transportation system shall be governed by Chapter 101 of the Texas Civil Practice and Remedies Code.
8. Interruption of Service. BTD shall not be liable to the Local Governments for any failure, delay, or interruption of service, nor for any failure or delay in the performance of any duties and obligations under this Agreement or similar acts beyond the control of BTD.
9. Captions. The descriptive captions of this Agreement are for informational purposes only and shall in no way limit or effect the terms or conditions of the paragraphs.
10. Severability. The sections, paragraphs, sentences, clauses, and phrases of this Agreement are severable and, if any phrase, clause, sentence, paragraph, or section of this Agreement should be declared invalid by the final judgement or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Agreement.

Addition of Members

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Additional Local Governments may join as a member of BTD if BTD approves the Local Government. If approval is given, a Local Government shall join BTD by adopting and executing this Agreement.

Withdrawal of Member

A Local Government may withdraw from this agreement if it adopts a resolution of withdrawal and delivers it to BTD. Withdrawal is effective on the thirtieth (30th) day after the date the resolution is adopted.

Dissolution

BTD, as a governmental unit, may be dissolved by unanimous vote by the Board of Directors or withdrawal of all member Local Governments. Board of Directors shall dispose of the net assets as required by law.

Effective Date and Term

This Agreement shall take affect when adopted by the Local Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents and officers.

SIGNED AND APPROVED this 27 day of Nov., 2000.

COUNTY OF SABINE

Jack Leath
Honorable Jack Leath
County Judge

BRAZOS TRANSIT DISTRICT

John M. McBeth
General Manager

APPENDIX 1
MEMBER POLITICAL SUBDIVISIONS

Counties

Grimes
Houston
Liberty
Montgomery
Polk
San Augustine
San Jacinto
Shelby
Trinity
Washington

Cities

Ames
Center
Cleveland
Dayton
Galveston
Groveton
Liberty
Lufkin
Nacogdoches

AGREEMENT

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)
COUNTY OF BRAZOS)

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7. **GOVERNING LAW:** The rights, obligations, and remedies of the parties shall be governed by the laws of the State of Texas. Venue for any action shall lie in Brazos County,

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Texas. If any provision of the Agreement is found to be invalid or unenforceable, the remaining provisions shall not be impaired.

8. **SERVICE OF NOTICE:** Any notice required or permitted to be given by this Agreement shall be deemed given when personally delivered to recipient thereof, or mailed by registered or certified mail, return receipt requested, postage prepaid, to the appropriate recipient thereof. In the case of the Contractor, at the business address specified in this proposal, and in the case of BTD at 1759 North Earl Rudder Freeway, Bryan, Texas 77803, or any other address which either party may subsequently designate in writing to other party.
9. **ENTIRE AGREEMENT:** This Service Agreement contains the entire agreement between the parties herein described. Any oral representation or modifications concerning this Agreement shall be of no force and effect unless such are reduced in writing.

SIGNED this 21 day of Nov., 2000.

BTB

BY: _____

John M. McBeth
General Manager

SABINE COUNTY

Jack Leath
Honorable Jack Leath
County Judge

Address:

RD Box 716
Hemphill, TEXAS 75948

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4

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Dissolution

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents and officers.

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COUNTY OF SABINE

Jack Leath
Honorable Jack Leath
County Judge

BRAZOS TRANSIT DISTRICT

John M. McBeth
General Manager

**APPENDIX 1
MEMBER POLITICAL SUBDIVISIONS**


Counties

Grimes
Houston
Liberty
Montgomery
Polk
San Augustine
San Jacinto
Shelby
Trinity
Washington

Cities

Ames
Center
Cleveland
Dayton
Galveston
Groveton
Liberty
Lufkin
Nacogdoches

State Of Texas
County Of Sabine
I HEREBY CERTIFY THAT THESE DOCUMENTS WERE FILED AND
RECORDED IN THE COMMISSIONER COURT MINUTES OF SABINE
COUNTY, TEXAS.
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JANICE MEDANTE, COUNTY CLERK
BY Nicole Corley
Deputy



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