

COUNTY OF WILLIAMSON

STATE OF TEXAS

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**FUNDING AGREEMENT
BETWEEN THE
COUNTY OF WILLIAMSON AND
CAPITAL AREA RURAL
TRANSPORTATION SYSTEM**

This is an Agreement between the County of Williamson (hereinafter "County"), and Capital Area Rural Transportation System (hereinafter "CARTS"), for the County to provide funding for services received by the citizens of Williamson County, Texas, from CARTS for the fiscal year from October 1, 2008 through September 30, 2009. (Hereinafter referred to as the "Agreement.")

I. GENERAL AGREEMENT

The County finds that through its services, CARTS accomplishes a public purpose and benefits the citizens of Williamson County, Texas. CARTS has provided these services for the County in the past and desires to continue to provide these services.

It is expressly provided that CARTS will indemnify and hold Williamson County harmless for any of its acts, either by negligence or intentional torts, and that Williamson County does not accept any responsibility for the negligence of CARTS personnel or any of its actions.

CARTS is an independent contractor and none of its actions or non-actions is governed by the Commissioners Court. Nothing in this Contract shall require Williamson County or the Commissioners Court to renew this Contract.

II. FUNDING

In consideration for the services to be provided by CARTS, as described in Section III below, the County agrees to pay an amount not to exceed \$20,000.00 to be paid in one lump sum annually. The compensation is payable as determined by the Commissioners Court and provided for in the FY 2009 budget. Any change in the budget or monies requested will require a written revision and approval by the Commissioners Court.

III. DUTIES

As consideration for the funds to be provided by the County, CARTS agrees to provide the following as a condition of the Agreement:

- A. General public transportation services for the citizens of Williamson County with emphasis on the elderly and handicapped. Destinations will include but

will not be limited to, medical facilities, grocery stores and other merchants, post office, doctors, etc.

- B. Coordinate as appropriate with the County and other community service providers in the provision of services to County residents.
- C. Provide the County with bi-annual reports which include progress meeting service objectives, the total number of persons and agencies directly served, and the number of County citizens served.
- D. Provide to the County a copy of the organization's annual independent auditor's report based upon the organization's fiscal year.

IV. AMENDMENT AND ASSIGNMENT

This Agreement shall not be altered, waived, amended or extended, without the prior written consent of both parties.

CARTS may not assign the Agreement to another party without the prior written consent of the County. All notices regarding assignment shall be given as provided in Paragraph V. It is further agreed that this Agreement shall be binding upon the administrators, executors and assigns of the parties.

V. TERMINATION

Either party may terminate this Agreement for any reason, upon thirty (30) days written notice to the other party. In the event of termination, it is understood and agreed that only the amounts due to CARTS for the services provided up to and including the date of termination will be due and payable. If this agreement is terminated prior to September 30, 2009 and CARTS receives a lump sum annual payment in advance, CARTS hereby agrees to reimburse County the pro-rata amounts for the time period following such termination.

Upon notice of termination, all obligations under this Agreement shall cease.

VI. NOTICE

Such notices shall be hand-delivered or sent by certified mail, return receipt requested, to the following addresses:

COUNTY:

Dan A. Gattis, Judge
Williamson County
710 Main St. Suite 101
Georgetown, TX 78626

CARTS:

David Marsh, Executive Director
CARTS
P.O. Box 6050
Austin, TX 78762

VII. MISCELLANEOUS

- A. Force Majeure.** If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.
- B. Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- C. Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- D. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors, executors, administrators, and assigns.
- E. Assignment.** No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.
- F. No Third Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is

intended to confer or shall be construed as conferring upon any other person or entity any rights, remedies or any other type or types of benefits.

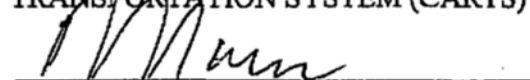
- G. Relationship of the Parties.** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- H. No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- I. County's Right to Audit.** CARTS agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of CARTS which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CARTS agrees that County shall have access during normal working hours to all necessary CARTS' facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give CARTS reasonable advance notice of intended audits.
- J. Appropriation of Funds by County.** County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. CARTS understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.
- K. Entire Agreement.** This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED this 10th day of MARCH 2009.

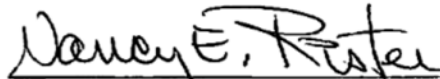
THE COUNTY OF WILLIAMSON

CAPITAL AREA RURAL
TRANSPORTATION SYSTEM (CARTS)


Dan A. Gattis, County Judge


David Marsh, Executive Director

ATTEST:


Nancy E. Rister, County Clerk

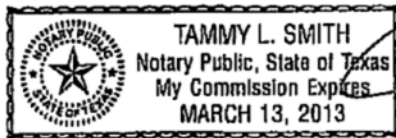
STATE OF TEXAS

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CORPORATE ACKNOWLEDGMENT

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 10th day of MARCH 2009, by David Marsh, a person know to me, in his capacity as Executive Director of Capital Area Rural Transportation System, on behalf of said organization.




Notary Public, for and for the State of Texas