

## AGREEMENT

THE STATE OF TEXAS §  
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS

**THIS AGREEMENT**, made and entered into by and between **CALL A RIDE SOUTHLAKE**, a private Texas non-profit corporation, acting herein by and through its duly authorized agent and officer, and **TARRANT COUNTY, TEXAS ("COUNTY")**.

### FINDINGS

WHEREAS, it is extremely difficult for senior citizens to obtain public transportation services for routine medical appointments, shopping excursions, banking, and other essential trips as well as "quality of life" transportation;

WHEREAS, a need exists to provide this type of service to this segment of our population to assist in preserving their independence;

WHEREAS, **CALL A RIDE SOUTHLAKE** provides dependable service with caring volunteers who supply their vehicle, time, and gas for these kinds of transportation services;

WHEREAS, **CALL A RIDE SOUTHLAKE** offers services to senior citizens and handicapped citizens to medical facilities within a 25-mile radius from the Southlake Town Square and to other locations within a 7-mile radius of the Town Square (collectively referred to as "Transportation Services");

WHEREAS, the Tarrant County Commissioners Court finds that an important segment of our society benefits from the Transportation Services provided by **CALL A RIDE SOUTHLAKE**.

**NOW, THEREFORE**, in order for **CALL A RIDE SOUTHLAKE** to provide and continue to provide these Transportation Services, **COUNTY** and **CALL A RIDE SOUTHLAKE** agree to the following terms:

#### I.

**CALL A RIDE SOUTHLAKE** will provide the Transportation Services described above and will expand the public awareness of these services.

## II.

In exchange for **CALL A RIDE SOUTHLAKE** providing these Transportation Services, **COUNTY** will pay to **CALL A RIDE SOUTHLAKE** a lump sum payment of **\$6,000.00** to assist with administrative fees and promotion of transportation services and volunteer needs. **CALL A RIDE SOUTHLAKE** must expend these funds for these specific Transportation Services within 12 months of execution of this Agreement. **CALL A RIDE SOUTHLAKE** will reimburse **COUNTY** for any funds not expended for these Services within this time period.

## III.

**CALL A RIDE SOUTHLAKE AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, OR EMPLOYEES AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENCE ACT(S) OF COMMISSION OR OMISSION OF CALL A RIDE SOUTHLAKE, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS AGREEMENT.**

## IV.

Nothing contained in this Agreement shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, partnership, joint enterprise, common enterprise, joint venture, joint owners, or joint tenants between the parties. The parties hereby declare and acknowledge that the relationship existing is one of independent contractor. This Agreement does not and shall not be construed to entitle either party or any of their respective employees or officials, if applicable, to any benefit, privilege, or other amenities of employment from the other party.

## V.

The parties to this Agreement do not intend to create any third-party beneficiaries of the Agreement of the rights contained herein. No person who is not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign immunity of any party to this Agreement to the extent such party may have immunity under the law of the State of Texas.

## VI.

**CALL A RIDE SOUTHLAKE** agrees to provide **COUNTY** all records relating to these programs performed by **CALL A RIDE SOUTHLAKE** upon written request of **COUNTY** and to provide a final report detailing the manner in which such funds are expended and the program details of its services.



## VII.

**CALL A RIDE SOUTHLAKE** must submit to **TARRANT COUNTY** a final report as to the program outcomes achieved within sixty (60) days of the end of the requested funding year by providing the following:

- (a) a program update on all outcomes accomplished and client populations served; and,
- (b) an accounting of all expenditures of County funds administrative fees, promotion of Transportation Services, and yearly background checks for board members and drivers.

Until receipt of this final report by Tarrant County, all possible subsequent funding will be held in abeyance.

## VIII.

**CALL A RIDE SOUTHLAKE** acknowledges in accordance with Chapter 2252 of the Texas Government Code, that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with or supply services to a foreign organization designated as Foreign Terrorist Organization by the U.S. Secretary of State. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. §1189.


**CALL A RIDE SOUTHLAKE** acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in **Attachment A**, with the Texas Ethics Commission as required by law.

## IX.

**COMPLIANCE WITH LAWS.** In providing the services required by this Agreement, **CALL A RIDE SOUTHLAKE** must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

WITNESS OUR HANDS this 15 day of MARCH, 2024.

**CALL A RIDE SOUTHLAKE**

BY:  CHAIRMAN Call a Ride of Southlake  
OFFICER AND AUTHORIZED AGENT  
CALL A RIDE SOUTHLAKE  
ADDRESS: 4130 WOODLAND CT  
GRAPEVINE, TEXAS 76051-6500

WITNESS OUR HANDS this \_\_\_\_ day of \_\_\_\_\_, 2024.

**TARRANT COUNTY, TEXAS**

BY: \_\_\_\_\_  
TIM O'HARE, COUNTY JUDGE

BY: \_\_\_\_\_  
GARY FICKES, COMMISSIONER PRECINCT 3

**CERTIFICATION AS TO AVAILABILITY OF FUNDS:**  
**(in the amount of \$6,000.00)**

BY: \_\_\_\_\_  
KIMBERLY M. BUCHANAN, COUNTY AUDITOR

APPROVED AS TO FORM\*

BY: \_\_\_\_\_  
CRIMINAL DISTRICT ATTORNEY'S OFFICE

\*By law, the Criminal District Attorney's Office may only advise or approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2024-1107577

Date Filed:  
01/01/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Call A Ride of Southlake  
Southlake, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Southlake

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

TBD  
Provides Rides to Southlake Seniors and Disabled Adults

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Meyer, Ernest	Grapevine, TX United States	X	
	Karl, Eric	Southlake, TX United States	X	
	Phelps, Erik	Southlake, TX United States	X	
	Greene, Brighton	Southlake, TX United States	X	
	Adam, Lisa	Roanoke, TX United States	X	
	Brayton, Patti	Southlake, TX United States	X	
	Alla, Vamsi	Southlake, TX United States	X	

5 Check only if there is NO Interested Party.

☐

### 6 UNSWORN DECLARATION

My name is ERNEST J. MEYER, and my date of birth is 9-8-34.

My address is 4130 WOODLAND COURT, GRAPEVINE, TX, 76051.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in TARRANT County, State of TEXAS, on the 1 day of JAN, 2024.  
(month) (year)



CHARMAN BOD

Signature of authorized agent of contracting business entity  
(Declarant)

## AGREEMENT

THE STATE OF TEXAS §  
  §  
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS

**THIS AGREEMENT**, made and entered by and between **CATHOLIC CHARITIES, DIOCESE OF FORT WORTH, INC. ("CATHOLIC CHARITIES")** acting herein by and through its duly authorized agent and officer, and **TARRANT COUNTY, TEXAS ("COUNTY")**.

## FINDINGS

WHEREAS, there is limited public transportation in the cities of Hurst, Euless, and Bedford, to transport citizens of these cities to work and work-related activities;

WHEREAS, a need exists to provide this service to ensure the viability and continued economic development of these cities;

WHEREAS, the North Central Texas Council of Governments (NCTCOG) formerly provided administrative authority to **HEB Transit** and had obtained grant funds from the **COUNTY** from 2011 to 2013 to administer this program;

WHEREAS, in 2014, **CATHOLIC CHARITIES** began serving as administrative authority of **HEB Transit** and continues to provide transportation services to this area in partnership with United Way of Tarrant County, the cities of Hurst, Euless and Bedford, and multiple faith-based organizations;

WHEREAS, **HEB Transit** provides dependable, demand-responsive service for those who require assistance in getting to and from their place of work in order to afford them the opportunity to be self-sufficient;

WHEREAS, **HEB Transit** offers these services at a low-cost rate of \$3.00 each way or \$6.00 round trip in the cities of Hurst, Euless, and Bedford with additional service to the Trinity Railway Express stations at Centreport/DFW Airport and Hurst/Bell stations (hereinafter referred to as "Transportation Services");

WHEREAS, the Tarrant County Commissioners Court finds that an important segment of our society benefits from the activities of **HEB Transit**; and

WHEREAS, **CATHOLIC CHARITIES** acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit A, with the Texas Ethics Commission as required by law."

**NOW, THEREFORE**, in order for **HEB Transit** to provide and continue to provide Transportation Services, **COUNTY** and **CATHOLIC CHARITIES** agree to the following terms:



I.

**COUNTY** will pay to **CATHOLIC CHARITIES** a lump sum payment of \$10,000.00 for Transportation Services, to be used specifically for providing demand-response transportation services to access employment supportive services, such as employment, job interviews, training, education, and childcare, for the residents and service areas of Bedford, Euless, and Hurst. **CATHOLIC CHARITIES** must expend these funds for these specific Transportation Services within 12 months of execution of this Agreement. **CATHOLIC CHARITIES** will reimburse **COUNTY** for any funds not expended for these Services within this time period.

II.

**CATHOLIC CHARITIES** AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY, HARMLESS COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, OR EMPLOYEES AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENCE ACT(S) OF COMMISSION OR OMISSION OF CALL A RIDE SOUTHLAKE, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS AGREEMENT.

III.

Nothing contained in this Agreement shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, partnership, joint enterprise, common enterprise, joint venture, joint owners, or joint tenants between the parties. The parties hereby declare and acknowledge that the relationship existing is one of independent contractor. This Agreement does not and shall not be construed to entitle either party or any of their respective employees or officials, if applicable, to any benefit, privilege or other amenities of employment from the other party.

IV.

The parties to this Agreement do not intend to create any third party beneficiaries of the Agreement or the rights contained herein. No person who is not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign immunity of any party to this Agreement to the extent such party may have immunity under the law of the State of Texas.

V.

**CATHOLIC CHARITIES** agrees to provide **COUNTY** all records relating to **HEB Transit** upon written request of **COUNTY** and to provide a final report detailing the manner in which such funds are expended and the program details of its services.

## VI.

**CATHOLIC CHARITIES** must submit to **TARRANT COUNTY** a final report as to the program outcomes achieved within sixty (60) days of the end of the requested funding year by providing the following:

- (a) A program update on all outcomes accomplished and client populations served; and,
- (b) An accounting of all expenditures of County funds for providing demand-response transportation services to access employment supportive services, such as employment, job interviews, training, education, and childcare, for the residents and service areas of Bedford, Euless, and Hurst.

Until receipt of this final report by Tarrant County, all possible subsequent funding will be held in abeyance.

## VII.

**CATHOLIC CHARITIES** acknowledges in accordance with Chapter 2252 of the Texas Government Code, that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with or supply services to a foreign organization designated as Foreign Terrorist Organization by the U.S. Secretary of State. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. §1189.

**CATHOLIC CHARITIES** acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in **Attachment A**, with the Texas Ethics Commission as required by law.


## VIII.

**COMPLIANCE WITH LAWS.** In providing the services required by this Agreement, **CATHOLIC CHARITIES** must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.



WITNESS OUR HANDS this 28<sup>th</sup> of March, 2024.

**CATHOLIC CHARITIES, DIOCESE OF FORT WORTH, INC.**

BY:   
OFFICER AND AUTHORIZED AGENT  
CATHOLIC CHARITIES/HEB TRANSIT  
ADDRESS: 249 Thornhill Dr. \_\_\_\_\_  
\_Fort Worth, TX \_\_\_\_\_

WITNESS OUR HANDS this \_\_\_\_\_ of \_\_\_\_\_, 2024.

**TARRANT COUNTY, TEXAS**

BY: \_\_\_\_\_  
TIM O'HARE, COUNTY JUDGE

BY: \_\_\_\_\_  
GARY FICKES, COMMISSIONER PRECINCT 3

**CERTIFICATION AS TO AVAILABILITY OF FUNDS:**  
(in the amount of \$10,000.00)

BY: \_\_\_\_\_  
KIMBERLY M. BUCHANAN, COUNTY AUDITOR

**APPROVED AS TO FORM\***

BY: \_\_\_\_\_  
CRIMINAL DISTRICT ATTORNEY'S OFFICE

\*By law, the Criminal District Attorney's Office may only advise or approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Catholic Charities, Diocese of Fort Worth, Inc.  
Fort Worth, TX United States

**Certificate Number:**  
2024-1130294

**Date Filed:**  
03/01/2024

**Date Acknowledged:**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Tarrant County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

N/A  
HEB Transportation Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Iglio, Michael	Fort Worth, TX United States	X	
	Hicks, Peter	Fort Worth, TX United States	X	
	Audi, Joshua	Fort Worth, TX United States	X	

**5 Check only if there is NO Interested Party.**

☐

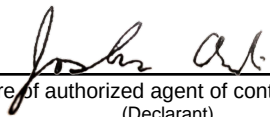
**6 UNSWORN DECLARATION**

My name is Joshua Audi, and my date of birth is 02/04/1982.

My address is 4012 Falcon Lake Dr., Arlington, TX, 76016, .  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 4th day of March, 2024.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

## AGREEMENT

THE STATE OF TEXAS §  
  §  
COUNTY OF TARRANT §

### KNOW ALL MEN BY THESE PRESENTS

**THIS AGREEMENT**, made and entered into by and between **NORTH EAST TRANSPORTATION SERVICE (“NETS”)**, an urban transit district (“UTD”) established as a political subdivision under the laws of the state of Texas, acting herein by and through its duly authorized agent and officer, and **TARRANT COUNTY, TEXAS (“COUNTY”)**.

## FINDINGS

WHEREAS, it is extremely difficult for senior citizens and those who are disabled to obtain public transportation for medical appointments and treatment in the northeast sector of Tarrant County;

WHEREAS, a need exists to provide transportation services to this segment of our population to facilitate their access to medical care;

WHEREAS, **NETS** is a UTD established under Chapter 458 of the Texas Transportation Code, and provides transportation services for medical appointments, socialization, employment, essential shopping, and education purposes to any resident of a participating city who is disabled or is 65 years of age or older (collectively referred to as “Transportation Services”);

WHEREAS, **NETS** has experienced an increase in ridership of 15% or more each year, and they predict another increase in 2024;

WHEREAS, the Tarrant County Commissioners Court finds that an important segment of our society benefits from the Transportation Services provided by **NETS**; and

WHEREAS, **NETS** acknowledges that it is a “governmental entity” and not a “business entity” as those terms are defined in Tex. Gov’t. Code Sect. 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov’t. Code Sect. 2252.908 is required.

**Therefore**, in order to provide and continue to provide Transportation Services, **COUNTY** and **NETS** agree to the following terms:

### I.

**NETS** will provide to qualifying residents in Bedford, Euless, Grapevine, Haltom City, Hurst, Keller, and North Richland Hills the Transportation Services described above and will seek to provide additional services and obtain additional sources of funding for Transportation Services.

II.

**COUNTY** will pay to **NETS** a lump sum payment of **\$10,000.00** to supplement increased service costs. **NETS** must expend these funds for this limited purpose within 12 months of execution of this Agreement. **NETS** will reimburse **COUNTY** for any funds not expended for these Services within this time period.

III.

**NETS AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, OR EMPLOYEES AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENCE ACT(S) OF COMMISSION OR OMISSION OF CALL A RIDE SOUTHLAKE, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS AGREEMENT.**

IV.

Nothing contained in this Agreement shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, partnership, joint enterprise, common enterprise, joint venture, joint owners, or joint tenants between the parties. The parties hereby declare and acknowledge that the relationship existing is one of independent contractor. This Agreement does not and shall not be construed to entitle either party or any of their respective employees or officials, if applicable, to any benefit, privilege, or other amenities of employment from the other party.

V.

The parties to this Agreement do not intend to create any third-party beneficiaries of the Agreement of the rights contained herein. No person who is not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign immunity of any party to this Agreement to the extent such party may have immunity under the law of the State of Texas.

VI.

**NETS** agrees to provide **COUNTY** all records relating to these programs performed by **NETS** upon written request of **COUNTY** and to provide a final report detailing the manner in which such funds are expended and the program details of its services.

VII.

**NETS** must submit to **TARRANT COUNTY** a final report as to the program outcomes achieved within sixty (60) days of the end of the requested funding year by providing the following:



- (a) a program update on all outcomes accomplished and client populations served; and,
- (b) an accounting of all expenditures of County funds used to supplement increased service costs.

Until receipt of this final report by Tarrant County, all possible subsequent funding will be held in abeyance.

**VIII.**

**COMPLIANCE WITH LAWS.** In providing the services required by this Agreement, **NORTH EAST TRANSPORTATION SERVICE** must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

WITNESS OUR HANDS this 28<sup>th</sup> day of March, 2024.

**NORTH EAST TRANSPORTATION SERVICE**

BY: Mark Hindman  
OFFICER AND AUTHORIZED AGENT  
ADDRESS: 4301 City Point Drive  
North Richland Hills TX 76180

WITNESS OUR HANDS this \_\_\_\_ day of \_\_\_\_\_, 2024.

**TARRANT COUNTY, TEXAS**

BY: \_\_\_\_\_  
TIM O'HARE, COUNTY JUDGE

BY: \_\_\_\_\_  
GARY FICKES, COMMISSIONER PRECINCT 3

**CERTIFICATION AS TO AVAILABILITY OF FUNDS:**  
(in the amount of \$10,000.00)

BY: \_\_\_\_\_  
KIMBERLY M. BUCHANAN, COUNTY AUDITOR

APPROVED AS TO FORM\*

BY:

**CRIMINAL DISTRICT ATTORNEY'S OFFICE**

\*By law, the Criminal District Attorney's Office may only advise or approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

## AGREEMENT

THE STATE OF TEXAS §  
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS

**THIS AGREEMENT**, made and entered into by and between **SERVING OUR SENIORS** (f/k/a Mid-Cities Care Corps), a private Texas non-profit corporation, acting herein by and through its duly authorized agent and officer, and **TARRANT COUNTY, TEXAS ("COUNTY")**.

## FINDINGS

WHEREAS, it is extremely difficult for senior citizens to obtain public transportation services for routine medical appointments, shopping excursions, banking, and other essential trips as well as "quality of life" transportation;

WHEREAS, a need exists to provide transportation services for these purposes to this segment of our population to assist in preserving their independence;

WHEREAS, **SERVING OUR SENIORS** offers transportation services for these purposes to senior citizens, age 65 or over and 60 or older with a disability, but without income qualification (hereinafter referred to as "transportation services");

WHEREAS, **SERVING OUR SENIORS** provides dependable service with caring volunteers who supply their vehicle, time, and gas for these transportation services;

WHEREAS, the Tarrant County Commissioners Court finds that an important segment of our society benefits from the transportation services provided by **SERVING OUR SENIORS**;

**NOW, THEREFORE**, in order to provide and continue to provide transportation services, **COUNTY** and **SERVING OUR SENIORS** agree to the following terms:

### **I.**

**SERVING OUR SENIORS** will provide the transportation services described above and will expand the public awareness of these services.

### **II.**

In exchange for **SERVING OUR SENIORS** providing these transportation services, **COUNTY** will pay to **SERVING OUR SENIORS** a lump sum payment of **\$10,000.00** for transportation services; specifically, test partnership with an on demand and paid ride service for emergency and critical need trips, promotion of **SERVING OUR SENIORS** transportation services through a wide variety of communication channels and volunteer recruitment, retention, and appreciation with engagement via a Volunteer Coordinator. **SERVING OUR SENIORS** must expend these funds for these specific transportation services within 12 months of execution of this Agreement. **SERVING OUR**

**SENIORS** will reimburse **COUNTY** for any funds not expended for these Services within this time period.

### III.

**SERVING OUR SENIORS AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, OR EMPLOYEES AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENCE ACT(S) OF COMMISSION OR OMISSION OF CALL A RIDE SOUTHLAKE, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS AGREEMENT.**

### IV.

Nothing contained in this Agreement shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, partnership, joint enterprise, common enterprise, joint venture, joint owners, or joint tenants between the parties. The parties hereby declare and acknowledge that the relationship existing is one of independent contractor. This Agreement does not and shall not be construed to entitle either party or any of their respective employees or officials, if applicable, to any benefit, privilege, or other amenities of employment from the other party.

### V.

The parties to this Agreement do not intend to create any third-party beneficiaries of the contract of the rights contained herein. No person who is not a party to this Agreement may bring a cause of action pursuant to this contract as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign immunity of any party to this Agreement to the extent such party may have immunity under the law of the State of Texas.

### VI.

**SERVING OUR SENIORS** agrees to provide **COUNTY** all records relating to these services performed by **SERVING OUR SENIORS** upon written request of **COUNTY** and to provide a final report detailing the manner in which such funds are expended and the program details of its services.

### VII.

**SERVING OUR SENIORS** must submit to **TARRANT COUNTY** a final report as to the program outcomes achieved within sixty (60) days of the end of the requested funding year by providing the following:

- (a) a program update on all outcomes accomplished and client populations served; and,
- (b) an accounting of all expenditures of County funds for promotion of **SERVING OUR SENIORS** transportation services, efficiency of



scheduling database, volunteer recruitment, volunteer appreciation;  
"Tank of Gas" voucher and birthday card provided to each volunteer  
in appreciation of their service.

Until receipt of this final report by Tarrant County, all possible subsequent funding will be held in abeyance.

## VIII.

**SERVING OUR SENIORS** acknowledges in accordance with Chapter 2252 of the Texas Government Code, that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with or supply services to a foreign organization designated as Foreign Terrorist Organization by the U.S. Secretary of State. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. §1189.

**SERVING OUR SENIORS** acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in **Attachment A**, with the Texas Ethics Commission as required by law.

## IX.

**COMPLIANCE WITH LAWS.** In providing the services required by this Agreement, **CALL A RIDE SOUTHLAKE** must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

WITNESS OUR HANDS this 25 day of March, 2024.

### SERVING OUR SENIORS

BY: Elizabeth M. Grace - Executive Director  
OFFICER AND AUTHORIZED AGENT  
ADDRESS: 3461 Booth Calloway Rd  
Richland Hills, TX 76118

WITNESS OUR HANDS this \_\_\_\_ day of \_\_\_\_\_, 2024.

**TARRANT COUNTY, TEXAS**

**BY:** \_\_\_\_\_  
**TIM O'HARE, COUNTY JUDGE**

**BY:** \_\_\_\_\_  
**GARY FICKES, COMMISSIONER PRECINCT 3**

**CERTIFICATION AS TO AVAILABILITY OF FUNDS:**  
**(in the amount of \$10,000.00)**

**BY:** \_\_\_\_\_  
**KIMBERLY M. BUCHANAN, COUNTY AUDITOR**

APPROVED AS TO FORM\*

**BY:** \_\_\_\_\_  
**CRIMINAL DISTRICT ATTORNEY'S OFFICE**

\*By law, the Criminal District Attorney's Office may only advise or approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

3401 Booth Calloway Rd  
SOS- Serving Our Seniors Richland Hills. 76118

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

75-1840315

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
SOS- Serving Our Seniors			

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT



AFFIX NOTARY STAMP / SEAL ABOVE

I do swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Elizabeth M. Grace

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Elizabeth M. Grace, this the 12<sup>th</sup> day of March, 20 24, to certify which, witness my hand and seal of office.

Corie L. Andrade

Signature of officer administering oath

Corie L. Andrade

Printed name of officer administering oath

no pay - public

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

## AGREEMENT

THE STATE OF TEXAS   §  
                                      §                   **KNOW ALL MEN BY THESE PRESENTS**  
COUNTY OF TARRANT   §

**THIS AGREEMENT**, made and entered into by and between **SOCIAL TRANSPORTATION FOR SENIORS (STS)**, a private Texas non-profit corporation, acting herein by and through its duly authorized agent and officer, and **TARRANT COUNTY, TEXAS ("COUNTY")**.

## FINDINGS

WHEREAS, isolation is a major concern of senior citizens in our area, the primary reason for which is lack of transportation;

WHEREAS, a need exists to provide transportation services to this segment of the population to assist in preserving their independence and interaction with the community;

WHEREAS, **SOCIAL TRANSPORTATION FOR SENIORS** provides a driver program that reconnects seniors to the community by providing transportation for leisure and social activities with the purpose of reengaging isolated seniors back into the community;

WHEREAS, **SOCIAL TRANSPORTATION FOR SENIORS** offers non-emergency transportation to seniors who are 62 years and older within a 7-mile radius of the intersection of Mid-Cities Boulevard and Davis Boulevard in North Richland Hills (hereinafter "Transportation Services");

WHEREAS, the Tarrant County Commissioners Court finds that an important segment of our society benefits from the Transportation Services provided by **SOCIAL TRANSPORTATION FOR SENIORS**.

**NOW, THEREFORE**, in order to provide and continue to provide Transportation Services, **COUNTY** and **SOCIAL TRANSPORTATION FOR SENIORS** agree to the following terms:

### **I.**

**SOCIAL TRANSPORTATION FOR SENIORS** will provide the Transportation Services described above and will expand the public awareness of these Services.



## II.

In exchange for **SOCIAL TRANSPORTATION FOR SENIORS** providing these Transportation Services, **COUNTY** will pay to **SOCIAL TRANSPORTATION FOR SENIORS** a lump sum payment of **\$10,000.00**; specifically, to assist in continuing to provide a part-time scheduler, insurance necessary to indemnify the Board of Directors, umbrella coverage for the drivers beyond their own automobile policies, and remaining to be applied toward incentives for the drivers, a recognition event for the volunteers, and office supplies needed to keep the service in operation. **SOCIAL TRANSPORTATION FOR SENIORS** must expend these funds for these specific Transportation Services within twelve (12) months of execution of this Agreement. **SOCIAL TRANSPORTATION FOR SENIORS** will reimburse **COUNTY** for any funds not expended for these Services within this time period.

## III.

**SOCIAL TRANSPORTATION FOR SENIORS AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, OR EMPLOYEES AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENCE ACT(S) OF COMMISSION OR OMISSION OF CALL A RIDE SOUTHLAKE, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS AGREEMENT.**

## IV.

Nothing contained in this Agreement shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, partnership, joint enterprise, common enterprise, joint venture, joint owners, or joint tenants between the parties. The parties hereby declare and acknowledge that the relationship existing is one of independent contractor. This Agreement does not and shall not be construed to entitle either party or any of their respective employees or officials, if applicable, to any benefit, privilege, or other amenities of employment from the other party.

## V.

The parties to this Agreement do not intend to create any third party beneficiaries of the Agreement or the rights contained herein. No person who is not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign immunity of any party to this Agreement to the extent such party may have immunity under the law of the State of Texas.

## **VI.**

**SOCIAL TRANSPORTATION FOR SENIORS** agrees to provide **COUNTY** all records relating to these programs performed by **SOCIAL TRANSPORTATION FOR SENIORS** upon written request of **COUNTY** and to provide a final report detailing the manner in which such funds are expended and the program details of its services.

## **VII.**

**SOCIAL TRANSPORTATION FOR SENIORS** must submit to **TARRANT COUNTY** a final report as to the program outcomes achieved within sixty (60) days of the end of the requested funding year by providing the following:

- (a) a program update on all outcomes accomplished and client populations served; and,
- (b) an accounting of all expenditures of County funds (trip coordinator, supplies, insurance costs, and background checks on volunteer drivers along with a marketing campaign).

Until receipt of this final report by Tarrant County, all possible subsequent funding will be held in abeyance.

## **VIII.**

**SOCIAL TRANSPORTATION FOR SENIORS** acknowledges in accordance with Chapter 2252 of the Texas Government Code, that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with or supply services to a foreign organization designated as Foreign Terrorist Organization by the U.S. Secretary of State. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. §1189.

**SOCIAL TRANSPORTATION FOR SENIORS** acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in **Attachment A**, with the Texas Ethics Commission as required by law.

WITNESS OUR HANDS this 19<sup>th</sup> day of March, 2024.

**SOCIAL TRANSPORTATION FOR SENIORS**

BY: Glenne Burt  
**OFFICER AND AUTHORIZED AGENT**  
**SOCIAL TRANSPORTATION FOR SENIORS**  
ADDRESS: 6000 Hawk Avenue  
Richland Hills, TX 76180

WITNESS OUR HANDS this \_\_\_\_ day of \_\_\_\_\_, 2024.

**TARRANT COUNTY, TEXAS**

BY: \_\_\_\_\_  
**TIM O'HARE, COUNTY JUDGE**

BY: \_\_\_\_\_  
**GARY FICKES, COMMISSIONER PRECINCT 3**

**CERTIFICATION AS TO AVAILABILITY OF FUNDS:**  
**(in the amount of \$10,000.00)**

BY: \_\_\_\_\_  
**KIMBERLY M. BUCHANAN, COUNTY AUDITOR**

APPROVED AS TO FORM\*

BY: \_\_\_\_\_  
**CRIMINAL DISTRICT ATTORNEY'S OFFICE**

\*By law, the Criminal District Attorney's Office may only advise or approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Social Transportation for Seniors

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Social Transportation for Seniors

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

Rides to social destinations for older adults in North Richland Hills. The drivers are volunteer drivers.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.



## AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Renni Burt 3/13/2024

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Renni Burt this the 1 day of April, 20 24, to certify which, witness my hand and seal of office.

Freida Landerholm

Signature of officer administering oath

Freida Landerholm

Printed name of officer administering oath

Notary

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

