

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 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.

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.

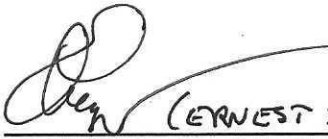
CALL A RIDE SOUTHLAKE acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in **Attachment A**, with the Texas Ethics Commission as required 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 April, 2023.

CALL A RIDE SOUTHLAKE

BY:  (ERNEST J. MEYER) CHAIRMAN BOARD
OFFICER AND AUTHORIZED AGENT
CALL A RIDE SOUTHLAKE
ADDRESS: 4130 WOODLAND CT
GRAPEVINE, TX 76051-6500

WITNESS OUR HANDS this ____ day of _____, 2023.

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: _____
RENEE TIDWELL, 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.