

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, **HEB TRANSIT** was created in response to this identified need;

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 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, currently **CATHOLIC CHARITIES**, in partnership with United Way of Tarrant County, the cities of Hurst, Euless and Bedford, and multiple faith-based organizations, provides the administrative authority for HEB Transit;

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 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.

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 26 of April, 2023

CATHOLIC CHARITIES, DIOCESE OF FORT WORTH, INC.

BY: 
OFFICER AND AUTHORIZED AGENT
CATHOLIC CHARITIES/HEB TRANSIT
ADDRESS: 249 W Thornhill Dr.
Fort Worth, TX 76115

WITNESS OUR HANDS this ____ 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 \$10,000.00)

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.