

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 2023;

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 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.

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 3RD day of MAY, 2023.

NORTH EAST TRANSPORTATION SERVICE

BY: Mark Hindman
OFFICER AND AUTHORIZED AGENT
ADDRESS: c/o City of North Richland Hills
4301 City Point Drive
North Richland Hills, TX 76180

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 \$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.