

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 27 day of April, 2023

SERVING OUR SENIORS

BY: Elizabeth M. Grace
OFFICER AND AUTHORIZED AGENT
ADDRESS: 3401 Booth Holloway Rd.
Richland Hills, TX 76118

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.