

## AGREEMENT

THE STATE OF TEXAS   §  
                                     §  
COUNTY OF TARRANT   §

**KNOW ALL MEN BY THESE PRESENTS**

**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.

## **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.

## 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.

WITNESS OUR HANDS this 10<sup>th</sup> day of April, 2023.

**SOCIAL TRANSPORTATION FOR SENIORS**

BY: Gemma Baul  
OFFICER AND AUTHORIZED AGENT  
SOCIAL TRANSPORTATION FOR SENIORS  
ADDRESS: 6000 HAWTHORNE AVENUE  
79044-1100

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.