

**Office of the City Manager**

City of Richland Hills, Texas

## Memorandum

**To:** Honorable Mayor Bill Agan and members of the Richland Hills City Council  
**From:** Eric Strong, City Manager  
**Date:** April 19<sup>th</sup>, 2016  
**Subject:** Catholic Charities Agreement

---

### **City Council Action Requested:**

Consider authorizing the City Manager to enter into a contract for transportation services with Catholic Charities.

### **Background Information:**

As a matter of planning, staff has been exploring other transportation providers to continue to provide a Mobility Impaired Transportation Service (MITS) type service to residents in the event that residents elect to withdraw from the Fort Worth Transportation Authority (FWTA, or The T) at the election on May 7<sup>th</sup>, 2016.

We have talked to multiple providers, and are requesting that you authorize the City Manager to enter into an agreement with Catholic Charities, if needed. At the time of publication of the agenda, the draft contract is still being finalized with Catholic Charities. However, it will be ready before the meeting and when ready it will be uploaded to the website and sent directly to the City Council.

Note that I am asking for some discretion on this. I am asking that you authorize me to enter into the agreement, but realize that based on circumstances I may not do so. I may come back to you at a future date and ask you to consider another option or agreement.

Catholic Charities has indicated that they are able to provide us services and that as long as we provide them 7 days' notice, there will be no disruption in service if service with The T ceases. The election is May 7<sup>th</sup>, and the results will not be canvassed at least until our meeting on May 17<sup>th</sup>, so service with a different provider will not be

needed until May 18<sup>th</sup>. This gives us more than the one week notice that Catholic Charities needs in order to maintain continuous service.

Please note that in the event residents elect to retain their T membership, services with The T will continue and there will be no change made. This item is only on the agenda so that we are prepared for all outcomes following the election.

**Board/Citizen Input:** N/A

**Attachments:** Contract

**Financial Impact:** Determined based on usage – estimated at \$75,000-\$100,000 per year.

**Staff Contacts:**

Eric Strong, City Manager

817-616-3806

[estrong@richlandhills.com](mailto:estrong@richlandhills.com)



CONTRACT FOR TRANSPORTATION SERVICES  
BETWEEN  
CATHOLIC CHARITIES FORT WORTH  
AND  
THE CITY OF RICHLAND HILLS

This contract is by and between CATHOLIC CHARITIES FORT WORTH ("Contractor"), whose mailing address is P.O. Box 15610, Fort Worth, Texas 76119, and the CITY OF RICHLAND HILLS ("RH"), whose mailing address is 3200 Diana Drive, Richland Hills, Texas 76118.

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

**AGREEMENT**

**1. TERM**

The term of this agreement shall begin on the date of the latest signature hereto and shall continue for 2 year(s), with an option of 2 one-year renewals.

**2. SCOPE OF SERVICES BY CONTRACTOR**

a. Contractor hereby agrees to meet the follow service needs:

- i) Provide demand responsive transportation services to eligible residents of Richland Hills within city limits, and also to Fort Worth, Hurst, and North Richland Hills.
- ii) Services to be provided are door-to-door, and the assigned driver is to escort the passenger to and from their vehicle. Drivers will be responsible for taking wheelchairs up or down one step. They are to offer and provide necessary assistance in boarding or aligning the vehicle. Drivers are also to assist the passengers with packages and groceries. All passengers must have access to and wear a working seat belt.
- iii) Services will operate from 6:00am to 6:00pm, Monday through Saturday. Many trips may occur during peak hours of 7:00am to 9:00am and 3:00pm to 6:00pm, and pick-up times will be eligible to be negotiated to accommodate high trip request volume.
- iv) To be eligible for service, a person must be disabled or 65 years of age or older. An individual must also be a verifiable resident of Richland Hills. Eligible riders will reserve all trips through the Contractor, via phone line, at least two business days in advance. The phone line to reserve trips will be operational from 8:30am until 5:30pm, Monday through Friday. The Contractor will be responsible for scheduling the times for all trips

and for notifying passengers if their scheduled pick-up time was different than the requested pick-up time. The Contractor shall establish subscription service for passengers who make the same trips at least two days a week so that the passenger does not have to call in each week to schedule the trips.

- v) The Contractor shall be permitted to negotiate the pick-up time(s) of eligible passengers during the reservation and scheduling process.
- vi) The Contractor shall be responsible for reservations, scheduling and dispatch of trips provided under this contract.

b. Contractor agrees to provide 2000-3000 trips per year under this agreement in the areas set out in 2.a above.

c. Contractor agrees that its employees performing such transportation services shall have all the necessary training, certifications and licenses required by law to fulfill Contractor's obligations set forth in this agreement.

d. Contractor acknowledges that there are certain nationally recognized holidays in which the Contractor will not provide transportation services: Good Friday, Easter Monday, New Year's Eve, New Year's Day Memorial Day, Thanksgiving Day, Christmas Eve, and Christmas Day.

### **3. FARE COLLECTION**

a. Current fares for services are \$2.50 per one-way trip and must be paid at the time of the trip. Fares will be noted on the trip record and cash fares shall be deducted from Contractor's billing. A Personal Care Attendant (PCA) at no additional cost may accompany each passenger riding Contractor's vehicle pursuant to this contract. A guest shall be entitled to ride with an eligible passenger by payment of a one-way trip fare. If Richland Hills changes the eligible passenger fare during the duration of this contract, Contractor shall collect, account for, and credit the amount of such changed fare from and after the effective date of change(s). Catholic Charities shall be notified within seven days of any fare change(s). The Contractor will also be responsible for selling tickets associated with the services outlined in this contract at \$2.50 per individual ticket. The revenue from selling tickets will be subtracted from the amount due the Contractor at the end of each month. The Contractor will either report a cash fare or a ticket for each passenger utilizing services outlined in this contract.

### **4. COMPENSATION AND PAYMENT**

a. In consideration of the services to be performed by Contractor, Richland Hills shall pay, as compensation for satisfactorily completing the Contractor's services, \$55.00 per revenue hour, which shall be defined as cumulative passenger time spent on a vehicle while in revenue service with the inclusion of client loading and unloading times.

b. Contractor will submit an invoice for services provided on a monthly basis, and no later than the 20<sup>th</sup> day of the month for the prior month.



**9. FORCE MAJEURE**

Neither Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes, or other disasters.

**10. TERMINATION**

a. Richland Hills may terminate this agreement with the Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the Richland Hills must provide not less than thirty days written notice before such termination is to take effect. If Richland Hills terminates this agreement with the Contractor, Richland Hills shall pay the sum due Contractor under this agreement prior to termination.

b. Contractor may terminate this agreement with Richland Hills should Richland Hills fail to provide due payment or reimbursements as outline in this agreement. In the event of such termination, the Contractor must provide not less than thirty days written notice before such termination is to take effect.

**11. ENTIRE AGREEMENT**

This agreement and its attachments hereto constitute the entire agreement between contracting parties concerning the subject matter hereof. It supersedes all agreements, discussions, representations, warranties, and covenants. There are no warranties, representations, covenants, or agreements, express or implied, between the parties except those expressly set forward in this agreement. By signing this contract, both parties acknowledge that they have read this contract, understood its terms, have had an opportunity to have legal counsel review this agreement, and have voluntarily accepted its provisions. If any provision of this agreement, or portion thereof, is held to be invalid or unenforceable, the remainder of the agreement shall nevertheless remain in full force.

a. This contract shall only enter into force upon two conditions being met:

- i) Signatures being affixed by designated representatives from both parties.
- ii) The residents Richland Hills electing to withdraw from using services of the Fort Worth Transportation Authority (FWTA) by vote in a special election to be held May 7, 2016.

**12. AMENDMENTS**

This Agreement may be supplemented, amended or revised only in writing by agreement of the parties.

**CONTRACTOR**

**ADMINISTRATOR**

**CATHOLIC CHARITIES FORT WORTH**

**THE CITY OF RICHLAND HILLS**

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)

DRAFT