

**AGREEMENT BETWEEN
CITY OF DEER PARK
AND
GREATER HOUSTON AREA CHAPTER
AMERICAN NATIONAL RED CROSS
FOR SPECIALIZED TRANSPORTATION SERVICES**

This Agreement, effective as of July 1, 2019, is between the Greater Houston Area Chapter of the American National Red Cross (in all subsequent text referred to as Red Cross) and the City of Deer Park (in all subsequent text referred to as Deer Park) for the purpose of providing non-emergency transportation for residents of Deer Park (in all subsequent text referred to as Passengers). The term of this Agreement is from July 1, 2019 through June 30, 2020. Red Cross may renew this Agreement on an annual basis with thirty days prior written notice. Either Red Cross or Deer Park may terminate this agreement without cost or liability with 30 days prior written notice.

It is understood and agreed that wherever in this Agreement the term Red Cross is used, it shall mean the Greater Houston Area Chapter of the American National Red Cross; that said Chapter is a duly constituted local unit of the American National Red Cross, a federal corporation (36 U.S. Code 1 et seq.); and that all obligations of the Red Cross under this contract shall be undertaken by said Greater Houston Area Chapter without resort in any event to, or commitment of, the funds and property of the American National Red Cross or any other unit thereof than the aforesaid Chapter.

A. Scope of Transportation Services

Red Cross will provide scheduled non-emergency transportation for residents of Deer Park who are elderly, residents with a disability, or residents with chronic illness to health/human service appointments for the fee set forth in this Agreement. Transportation service to be provided per this agreement is curb-to-curb, with door-to-door service provided as necessary to accommodate Passengers who are mobility impaired.

American Red Cross – Greater Houston Area Chapter, Community Transportation Services is the point of contact for this agreement. American Red Cross Community Transportation Services will provide scheduled, door-to-door transportation only for residents of the City of Deer Park, who are referred to the program by local health/human services providers. Red Cross requires a minimum of twenty-four (24) hours notice to provide transportation service under this agreement. Red Cross may in its sole discretion provide service with less than twenty-four hour notice if possible. All Passengers receiving transportation service must be a resident of the City of Deer Park. No person will be transported by Red Cross who resides outside the City of Deer Park without prior written authorization of Deer Park staff. The American Red Cross will require the following information be provided by the referring agency prior to finalizing service for any Deer Park resident: name and telephone # of Passenger, emergency information for Passenger, location at which Passenger must be picked up and location to which Passenger must be transported, the name and telephone # of the referring health/human service organization employee, and any special conditions of the Passenger (i.e. if an escort/attendant is required). Red Cross will provide a maximum of ten (10) one-way trips per month per passenger. Any additional trips must be authorized by the City of Deer Park.

It is understood and agreed that Red Cross can provide only limited assistance and cannot provide medical care while transporting Deer Park residents.

Transportation Service is to be provided Monday through Friday, 8:00am – 4:00pm with Passenger pick up times scheduled no earlier than 8:00am each day and no later than 4:00pm. Red Cross Community Transportation Services is the point of contact for this Agreement and is open 7:00am – 6:00pm, Monday through Friday. American Red Cross Community Transportation Services of the Greater Houston Area Chapter may be reached at (713) 313-1631 during these hours of operation. Red Cross Community Transportation Services Supervisors may be reached as follows: Steve Atchison, Managing Director (713) 313-1762 or at steve.atchison@redcross.org and/or Herbert Melton, Assistant Director (713) 313-1757 or at herbert.melton@redcross.org during the hours of 7:30am – 5:30pm, Monday through Friday. In case of emergency after regular business hours, the Managing Director may be reached at (832)338-6775.

B. Fees

- The American Red Cross – Greater Houston Area Chapter agrees to provide the non-emergency transportation services as described above for the City of Deer Park for the period of July 1, 2019 – June 30, 2020 at the following turnkey rates:

Deer Park to Deer Park/Pasadena/LaPorte/South Houston – \$23.00 per one way trip

Deer Park to Houston/Webster/Texas Medical Center/VA Hospital/LBJ Hospital – \$28.00 per one way trip

Red Cross will submit an itemized bill by the 5th of every month, payable in 30 days.

Please submit payment to:

American Red Cross
JP Morgan Chase & Co
PO Box 730040
Dallas, TX 75373-0040

C. Standard Operating Procedures

When circumstances beyond the control of Red Cross (i.e. inclement weather, unexpected vehicle breakdown, major local Disaster Relief operations, etc.) occur, Red Cross may be unable to provide scheduled transportation service. If such a situation occurs, Red Cross will notify Deer Park staff and passengers as far in advance as possible and will assist in rescheduling any passengers for the next available date/time of service. Failure of Red Cross to perform in the above circumstances shall not be a breach of this Agreement.

Red Cross maintains the right to refuse service to any Passenger. Deer Park will be notified in writing of any refusal for service, with the basis for such refusal included in the notification. Grounds for refusal of service include but are not limited to: abusive or violent language or behavior on the part of any passenger or escort/attendant; non-compliance with Red Cross standard operating and/or safety procedures; non-cancellation by passenger for scheduled ride(s), resulting in unnecessary trips to the passenger's point of origin.

D. Standard Provisions

If Deer Park should become entitled to claim damages from Red Cross (including without limitation, for breach of contract, or breach of warranty), then Red Cross will be liable only for the amount of Deer Park's actual direct damages up to the dollar value of services provided under this Agreement.

In addition, Red Cross shall not be liable for any lost profits, loss of business, loss of use, lost savings or other consequential, special, incidental, indirect, exemplary or punitive damages, even if Red Cross has been advised of the possibility of such damages.

E. No Assignment/Subcontracting

This Agreement may not be assigned or subcontracted in whole or part by Deer Park without the prior written consent of Red Cross. Any attempt to do so without such prior written consent shall be null and void and of no force or effect.

F. Miscellaneous

Red Cross is furnishing services hereunder as an independent contractor and nothing herein shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationship.

This Contract constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior verbal or written agreements or proposals with respect to the subject matter hereof. No amendment, modification or waiver of any of the terms and conditions hereof shall be valid unless in writing and executed by both parties.

All notices given to a party hereunder shall be deemed sufficient if sent United States mail, postage prepaid, to the address of such party specified in this Agreement or such other address specified by a party pursuant to proper notice hereunder.

Deer Park shall not use or reference the Name or emblem of the American National Red Cross, including issuing any press releases or otherwise making any public statement with respect to this Agreement without the prior written consent of Red Cross, which consent will not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers, have executed this Agreement as of the Effective Date

Authorized Official

Title

Date

Henry Van De Putte
Chief Executive Officer
American Red Cross

Date