



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 145257

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DATE: 5/20/2025

SUBJECT: CONSIDERATION OF A CONTRACT FOR SERVICES BETWEEN TARRANT COUNTY AND THE CENTER FOR TRANSFORMING LIVES FOR CHILDCARE SERVICES IN THE EVENT THAT A FAMILY ASSISTANCE CENTER IS ESTABLISHED DUE TO A PUBLIC HEALTH EMERGENCY

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a Contract for Services between Tarrant County and The Center for Transforming Lives for the provision of childcare services in the event a Family Assistance Center is established due to a public health emergency.

BACKGROUND

Under the Community Preparedness Section/Hazards – Public Health Emergency Preparedness Grant Agreement from the Texas Department of State Health Services (DSHS), the Tarrant County Public Health Department is required to plan for and respond to public health emergencies that may arise from natural or man-made causes. Childcare service provision is a key element of the department’s emergency preparedness efforts, particularly in the event that a Family Assistance Center is activated.

On April 12, 2022, the Commissioners Court, through Court Order #137913, approved a contract with The Center for Transforming Lives to provide childcare services should a Family Assistance Center be established due to a public health emergency. The original contract term was from June 1, 2022, through May 30, 2025.

If approved, the contract term will be June 1, 2025, through May 30, 2028, with an option to renew for one (1) additional three (3) year term. Services will be paid as needed but shall not exceed \$5,000.00.

The Criminal District Attorney’s Office has reviewed this document as to form.

FISCAL IMPACT

All associated cost will be paid from grant fund allocations in Grant-2004/5100710000/F0043-2026.

SUBMITTED BY	Public Health	PREPARED BY:	Gary Collins
		APPROVED BY:	Amanda Campbell

STATE OF TEXAS

COUNTY OF TARRANT

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CONTRACT FOR SERVICES

BACKGROUND

This Contract for Services is between Tarrant County, Texas ("COUNTY") and The Center for Transforming Lives (VENDOR). The Commissioners Court of Tarrant County, Texas finds that this contract serves a public purpose in protecting the public health of the citizens of Tarrant County, Texas.

CONTRACT FOR SERVICES

1. SCOPE OF SERVICES

VENDOR will perform childcare services in the event that a Family Assistance Center is established. Tarrant County Public Health ("Department") will accept these services for the COUNTY. These services will include:

- 1.1 Child Care for Family Assistance Center to support Medical Examiner in mass disasters.
- 1.2 Supplies to operate child care for a maximum of five days.

2. TERM

This term of this contract is three (3) years, effective June 1, 2025 through May 30, 2028, with an option to renew for one (1) additional three (3) year term.

3. COST

The COUNTY will pay no more than \$5000.00 pursuant to this contract. COUNTY will pay VENDOR within thirty (30) days of invoice receipt when the VENDOR satisfies the following conditions:

- 3.1 COUNTY will pay minimum of \$500.00 per day PLUS rate of \$25.00 per child
- 3.2 No children over the age of 12 will be supervised by the VENDOR
- 3.3 VENDOR will provide a minimum of 2 staff for 24 hour availability
- 3.4 VENDOR will require written parent consent for supervising each child
- 3.5 VENDOR will keep records of children supervised
- 3.6 VENDOR will bill for services performed under this contract
- 3.7 VENDOR will send invoice to Tarrant County Public Health, 1101 S. Main, Suite 2300, Fort Worth, Texas 76104

4. SUPERVISION

COUNTY and VENDOR agree that COUNTY has no right to supervise or to direct the performance of VENDOR'S services. VENDOR is responsible for all expenses incurred by VENDOR in its performance of this contract.

5. AGENCY-INDEPENDENT VENDOR

VENDOR is an independent VENDOR. VENDOR and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of VENDOR. This contract does not entitle VENDOR to any benefit, privilege or other amenities of employment with the COUNTY. This contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the VENDOR.

6. INSURANCE AND LICENSING

VENDOR acknowledges that it is solely responsible for any liability for accidents involving their employees. VENDOR acknowledges that it has obtained all of the appropriate local, state and federal licenses, if any, that are required for its line of work as well as for its employees engaged in supporting VENDOR fulfill its contractual obligations to County.

7. INDEMNIFICATION

VENDOR SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY THE COUNTY, ITS OFFICERS AND EMPLOYEES OF AND FROM ANY AND ALL DAMAGES, LIABILITY, COSTS, OR OTHER LOSS WHICH MAY BE INCURRED AS A RESULT OF THE FAILURE OF THE VENDOR TO COMPLY WITH ITS OBLIGATIONS UNDER THIS PARAGRAPH OR ANY OTHER TERMS IN THIS AGREEMENT.

8. ASSIGNMENT

Neither party may assign, in whole nor in part, any interest it may have in this contract without the prior written consent of the other party.

9. THIRD PARTY BENEFICIARY EXCLUDED

The parties do not enter into this contract to protect any specific third party. The intent of this contract excludes the idea of a suit by a third party beneficiary. The parties to this contract do not consent to the waiver of sovereign immunity under Texas law to the extent any party may have immunity under Texas law.

10. ENTIRE CONTRACT

This contract supersedes all prior representations. The parties may amend this contract by subsequent written amendments. The parties will not amend this contract orally.

11. GOVERNING LAW AND VENUE

This Contract shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Contract will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in State Court.

12. TERMINATION

Either party may terminate this contract without cause. Such notice of termination shall be given in the following manner.

- A. Providing written notice to the other party at least 30 days prior to the date of termination;
- B. Providing in the written notice the date of termination; and
- C. Sending the written notice by certified mail return receipt requested to the party at its address.

13. ANNUAL FISCAL CONDITION PRECEDENT

The parties acknowledge and agree that the County is a governmental entity subject to an annual budgetary process and restrictions on spending in conformity with that process and its approved budget. The parties further agree that, notwithstanding any other language or provision herein to the contrary, if for any reason funds are not budgeted expressly for this Contract for the County's fiscal years subsequent to that in which funds for this Contract are first allocated, the County may immediately and without penalty terminate this Contract; provided, however, that in no event shall such a termination be effective earlier than the expiration of the last date for which funds have already been so allocated under an existing, finally approved budget.

14. MISCELLANEOUS

- A. Upon mutual Contract, the parties to this Contract may submit in good faith to a non-binding mediation before filing a suit for damages.
- B. If any term of provisions of this Contract is held invalid or unenforceable to any extent, the remainder of this Contract shall not be affected thereby and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- C. Any waiver by a party of any breach of any provision contained herein or any breach thereof shall not constitute a waiver of any other provision or any other further subsequent breach hereof.

D. This Contract any amendments or addenda hereto, and any exhibits specifically mentioned herein constitute the entire Contract between the parties regarding the subject matter hereof and supersede all prior or contemporaneous discussions, representations, correspondence and Contracts, whether oral, written, pertaining thereto. This Contract may be amended or modified only by a writing duly executed by both parties and any amendment or modification is subject to the approval of the Tarrant County Commissioner's Court.

15. PARTIES ADDRESSES

COUNTY
TARRANT COUNTY PUBLIC HEALTH
1101 S. Main, STE 2300
Fort Worth, Texas 76104

VENDOR
Center for Transforming Lives
Carol Klocek
512 W. 4th Street
Fort Worth, TX 76102

16. Liability

Notwithstanding any other provision herein this contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law

17. 1295 Compliance

Vendor acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit A, with the Texas Ethics Commission as required by law.

Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

SIGNED AND EXECUTED this _____ day of _____, 2025.

COUNTY OF TARRANT STATE OF TEXAS

VENDOR

Separate Electronic Signature Page

Tim O'Hare
County Judge

Carol Klocek
Carol Klocek (Mar 25, 2025 13:27 CDT)
Carol Klocek
Center for Transforming Lives

APPROVED AS TO FORM:

Kimberly Colliet Wesley
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF \$ _____

_____ Date: _____