



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER _____

PAGE 1 OF 7

DATE: 10/15/2024

**SUBJECT: CONSIDERATION OF THE FISCAL YEAR 2025 AGREEMENT BETWEEN
TARRANT COUNTY AND CHALLENGE OF TARRANT COUNTY FOR
THE PROVISION OF ADULT AND YOUTH RECOVERY CASE
MANAGEMENT PROFESSIONAL SERVICES**

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider an agreement between Tarrant County and Challenge of Tarrant County for the provision of adult and youth recovery case management professional services.

BACKGROUND

Challenge of Tarrant County agrees to provide substance use planning, case consultation, and support to and for the benefit of residents of Tarrant County.

This agreement allows a continuation of the Family Drug Court program that has been in operation in Tarrant County since November of 2007. The partnership addresses the recurring issue of substance use in cases previously resulting in the termination of parental rights. It is expected that the project will serve approximately fifteen (15) to twenty (20) families during FY 2025.

The term of this agreement is from September 1, 2024 through August 31, 2025.

This agreement has been approved as to form by the Criminal District Attorney's Office.

FISCAL IMPACT

The total cost of the agreement is \$50,000.00. Funding in the amount of \$45,000.00 is available in G0094-2025 CJD Family Recovery Court Grant/4131500000 233rd District Court/569011 Professional Services and \$5,000.00 is available in T0450-2025 Public Health 1115 Waiver Fund/1140100000 Non-Departmental/566051 Challenge Inc.

SUBMITTED BY Budget and Risk Management

PREPARED BY: Rand Otten

APPROVED BY: Robert Cone



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COMMUNICATION**

CO# 144061

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SUBMITTED BY	Budget and Risk Management	PREPARED BY:	Rand Otten
		APPROVED BY:	Robert Cone

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

AGREEMENT

WHEREAS, **CHALLENGE OF TARRANT COUNTY ("CTC")**, is a non-profit organization providing substance abuse planning and advocacy for the residents of Tarrant County, Texas;

WHEREAS, the Tarrant County Commissioners Court hereby finds that the program provided by **CTC** serves a valid public purpose, benefits the residents of Tarrant County, Texas, and hereby declares that this **Agreement** is one of a professional service; and

NOW, THEREFORE, this **Agreement** is made and entered into this ____ day of _____ 2024, by and between **CTC**, acting by and through its duly authorized agent, and **TARRANT COUNTY, TEXAS ("COUNTY")**, acting by and through its County Judge.

CTC and the **COUNTY** agree as follows:

1. **CTC** agrees to provide substance abuse planning, case consultation and support to and for the benefit of the residents of Tarrant County, Texas as listed in **Exhibit A**.
2. **COUNTY**, for and in consideration of the services provided, agrees to pay to **CTC** no more than FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) for services rendered to the residents of Tarrant County, Texas for the fiscal year beginning September 1, 2024 through August 31, 2025. **CTC** will bill for services on a monthly basis.
3. **TO THE EXTENT ALLOWED BY TEXAS LAW, CTC HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, OFFICIALS, AND EMPLOYEES FROM ANY LOSS, DAMAGE, INJURY OR CLAIM ARISING FROM THE NEGLIGENT OPERATION OF ITS PROGRAM. SAID INDEMNIFICATION WILL INCLUDE, BUT NOT BE LIMITED TO, ALL AMOUNTS OF ALL CLAIMS, ATTORNEYS' FEES, AND COSTS OF COURT.**
4. 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.
5. This **Agreement** shall not be interpreted to inure to the benefit of a third party not a party to this **Agreement**. This **Agreement** 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 **Agreement**, party's agent, or party's employee, otherwise provided by law.

6. The parties to this **Agreement** will not sell, assign, transfer or convey any benefits or obligations of this **Agreement** in whole or part without the prior written consent of both parties.

7. If any one or more of the provisions contained in this **Agreement**, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this **Agreement**.

8. This **Agreement** constitutes the entire agreement between the parties, and any and all prior negotiations are merged into this **Agreement**. Any amendment, change, or addition to this **Agreement** shall be made only in writing and signed by both parties.

9. This **Agreement** will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising from this **Agreement** will be in Tarrant County, Texas, as to state court actions, and the United States District Court for the Northern District of Texas, as to federal court actions.

10. **CTC** agrees to provide **COUNTY** all records relating to the programs performed by **CTC** 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.

11. **CTC** must submit to **COUNTY** a final report as to the program outcomes achieved within sixty (60) days of the end of the requested funding year [by November 30, 2025] 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 (salary, rent, training, etc.). *Any funds not used for the specified purposes or not used within the time limits specified in this contract are subject to be returned to **COUNTY**.*

Until receipt of this final report by **COUNTY**, all subsequent funding will be held in abeyance.

12. **CTC** 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 B**, with the Texas Ethics Commission, at <https://www.ethics.state.tx.us/filinginfo/1295/>, as required by law.

13. In providing the services required by this Agreement, **CTC** 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. CTC shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

SIGNED AND EXECUTED this _____ day of _____, 2024.



AUTHORIZED AGENT
Challenge of Tarrant County

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare
County Judge

APPROVED AS TO FORM:

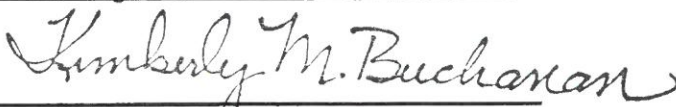


Criminal District Attorney's Office*

*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 AVAILABLE FUNDS:

\$45,000.00 G0094-2025 CJD Family Recovery Court Grant/4131500000 233rd District Court/569011 Professional Services
\$5,000.00 T0450-2025 Public Health 1115 Waiver Fund/1140100000 Non-Departmental/566051 Challenge Inc.



Tarrant County Auditor

“Exhibit A”

Contractual and Professional Services

Drug Analysis -Field drug and alcohol testing supplies for clients participating in Tarrant County and District Court programs.	\$5,000.00
Substance Abuse Related Case Management-Retain .5 FTE Master's level social worker or case manager to provide case consultation services for adults and juveniles in Tarrant County and District Court programs.	\$35,000.00
Professional services contract with Tarrant County Challenge to provide oversight of FRC Coordinator and judicial services. Deliverables include monitoring of the functioning and evaluation of FRC program in Tarrant County, community mobilization regarding the Family Recovery Court, strategy development, providing training and technical assistance to partner agencies, and providing fiscal oversight of the project.	\$10,000.00
TOTAL:	\$50,000.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1218592

Date Filed:
09/24/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Tarrant County Challenge Inc. dba Challenge of Tarrant County
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4521903
FY25 CJD Family Recovery Court

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Jennifer A. Gilley, and my date of birth is 02-25-1961.

My address is 226 Bailey Ave. Fort WORTH, TX 76107 USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Tx, on the 24th day of Sept, 2024.
(month) (year)

Jennifer A. Gilley
Signature of authorized agent of contracting business entity
(Declarant)

 An official website of the United States government [Here's how you know](#)

Important Reps and Certs Update [Show Details](#)
Jul 18, 2024



See All Alerts

Entity Validation [Show Details](#)
Sep 17, 2024



[Home](#) [Search](#) [Data Bank](#) [Data Services](#) [Help](#)

< **Entity Information**

Check Entity Status

This tool allows you to check the status of your entity.

- ☐ Search by Unique Entity ID/CAGE
- ☐ Search entities pending Unique Entity ID assignment

 **Non-federal users:** You may only check the status of entities linked to your SAM.gov account.

Unique Entity ID

CAGE Code

EMAZGLKU5D41 

Entity Information

TARRANT COUNTY CHALLENGE INC Active Registration

Unique Entity ID
EMAZGLKU5D41

Your registration was activated on 2024-03-20. It expires on 2025-03-04, which is one year after you submitted it for processing. To update or renew your registration, begin from your Entities Workspace.

More About the Entity Status Tracker

Getting Started with Registration
Entity Status Guide
Legend
What if my entity fails TIN validation?
What if my entity fails CAGE validation?
More Help



Validate Entity
Completed



Get Unique Entity ID
Completed



Core Data
Completed



Assertions
Completed



Reps & Certs



POCs



Submit



Processing



Active

Consideration of the Fiscal Year 2025 Agreement between Tarrant County and Challenge of
Tarrant County for the Provision of Adult and Youth Recovery Case Management Professional
Services

SIGNED AND EXECUTED this <#MeetingDateLong#>.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink, appearing to read "Tim O'Hare", with a long horizontal stroke extending to the right.

Tim O'Hare
County Judge
10/16/2024

Consideration of the Fiscal Year 2025 Agreement between Tarrant County and Challenge of
Tarrant County for the Provision of Adult and Youth Recovery Case Management Professional
Services

SIGNED AND EXECUTED this 15th day of October 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

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COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare
County Judge

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Criminal District Attorney's Office*

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FY25 CJD Family Recovery Court

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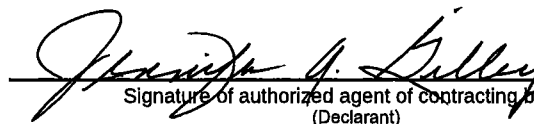
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(street) (city) (state) (zip code) (country)

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Executed in Tarrant County, State of Tx, on the 24th day of Sept, 2024.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)