COMMISSIONERS COURT COMMUNICATION

COURT ORDER NUMBER 144741

DATE: 2/19/2025

SUBJECT: **CONSIDERATION OF THE FISCAL YEAR 2025 PROFESSIONAL SERVICES CONTRACT BETWEEN TARRANT COUNTY AND CHALLENGE OF TARRANT COUNTY**

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the Fiscal Year 2025 Professional Services Contract between Tarrant County and Challenge of Tarrant County.

BACKGROUND

Challenge of Tarrant County will provide substance use planning to include needs assessments, identification of gaps in services, and essential community education regarding the critical health and safety issues associated with substance misuse.

Challenge of Tarrant County partners with fourteen (14) sectors of the community to build coalitions that address local needs, promote prevention strategies, and engage the broader community in creating sustainable change. Sectors include youth, parents, businesses, law enforcement, faith-based groups, healthcare systems, media, schools, civic and volunteer groups, state and local government, youth-serving organizations, substance abuse organizations, military, and other organizations involved in reducing substance use. This work benefits all citizens of Tarrant County.

The contract term is from October 1, 2024 through September 30, 2025.

This contract has been approved as to form by the Criminal District Attorney.

FISCAL IMPACT

The contract amount is $50,000.00. Funding is available in T0450-2025 Public Health – 1115 Waiver / 1140100000 - Non-Departmental / 566051 – Challenge Inc.

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**, 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 **CHALLENGE OF TARRANT COUNTY** 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 _____, 2025, by and between **CHALLENGE OF TARRANT COUNTY**, acting by and through its duly authorized agent, and **TARRANT COUNTY, TEXAS ("COUNTY")**, acting by and through its County Judge.

CHALLENGE OF TARRANT COUNTY and the **COUNTY** agree as follows:

1. **CHALLENGE OF TARRANT COUNTY** agrees to provide substance abuse planning and advocacy services and support to and for the benefit of the residents of Tarrant County, Texas.

2. **COUNTY**, for and in consideration of the services provided, agrees to pay to **CHALLENGE OF TARRANT COUNTY** a lump sum payment of FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) for services rendered to the residents of Tarrant County, Texas for the fiscal year beginning October 1, 2024 and ending September 30, 2025.

3. **TO THE EXTENT ALLOWED BY TEXAS LAW, CHALLENGE, INC. 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. In providing the services required by this **Agreement**, **CHALLENGE OF TARRANT COUNTY** 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. **CHALLENGE OF TARRANT COUNTY** shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

11. **CHALLENGE OF TARRANT COUNTY** agrees to provide **COUNTY** all records relating to the programs performed by **CHALLENGE OF TARRANT COUNTY** 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.

12. **CHALLENGE OF TARRANT COUNTY** 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.

13. **CHALLENGE OF TARRANT COUNTY** verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017.

14. **CHALLENGE OF TARRANT COUNTY** 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.

15. 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 purposes whatsoever.

SIGNED AND EXECUTED this _____ day of _____, 2025.

AUTHORIZED AGENT
CHALLENGE OF TARRANT COUNTY

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare
County Judge

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: $50,000.00

Criminal District Attorney's Office*

Tarrant County Auditor

***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.