



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER

PAGE 1 OF

16

DATE:

10/15/2024

**SUBJECT: CONSIDERATION OF A COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT BETWEEN TARRANT COUNTY AND
SAFEHAVEN OF TARRANT COUNTY FOR THE PROVISION OF
EDUCATIONAL SERVICES TO YOUTH**

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a Community Development Block Grant (CDBG) Subrecipient Agreement between Tarrant County and SafeHaven of Tarrant County for the provision of educational services to youth.

BACKGROUND

On June 18, 2024, the Commissioners Court through Court Order #143320, approved the Program Year (PY) 2024 Action Plan for Tarrant County Community Development which included programs and activities for Tarrant County CDBG funds.

Since 2012, the CDBG program has included funding for the SafeHaven SafeSchools Program. Through this program, SafeHaven of Tarrant County, a 501(c)(3) non-profit corporation that provides domestic violence intervention and prevention services, works with eligible schools to educate approximately 1,000 youth within Tarrant County in violence prevention strategies by providing evidence-based and evidence-informed curricula over multiple sessions to teach: elementary age students about bullying/peer abuse; middle school students about life skills; and healthy communication skills; and high school students about healthy dating.

The clients served will be in Title 1 schools that have at least fifty-one percent (51%) of students from low-income families who reside within the Tarrant County Urban Consortium service area, which includes the city limits of Azle, Bedford, Benbrook, Blue Mound, Burleson, Crowley, Colleyville, Dalworthington Gardens, Euless, Everman, Forest Hill, Grapevine, Haltom City, Haslet, Hurst, Keller, Kennedale, Lake Worth, Lakeside, Mansfield, North Richland Hills, Pantego, Richland Hills, River Oaks, Saginaw, Sansom Park, Southlake, Watauga, Westlake, Westworth Village and White Settlement, as well as unincorporated Tarrant County, Texas. Students in Independent School Districts for the cities of Fort Worth, Arlington and Grand Prairie are ineligible to use these funds.

With approval, SafeHaven of Tarrant County will be reimbursed for eligible expenses up to \$42,000.00 from PY 2024 CDBG funding to continue the SafeHaven SafeSchools Program. The Agreement shall begin upon the latest date the Agreement is signed by all parties and shall continue for twelve (12) months thereafter.

The Criminal District Attorney's Office has reviewed this agreement as to form.

SUBMITTED BY

Community Development and
Housing

PREPARED BY:

Susan Au

APPROVED BY:

James McClinton



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: _____ DATE: 10/15/2024 PAGE 2 OF 16

FISCAL IMPACT

Funding in the amount of \$42,000.00 is available through CDBG grant #B-24-UC-48-0001.

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CO#144068



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SUBMITTED BY	Community Development and Housing	PREPARED BY: APPROVED BY:	Susan Au James McClinton
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COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: _____ DATE: 10/15/2024 PAGE 2 OF 16

FISCAL IMPACT

Funding in the amount of \$42,000.00 is available through CDBG grant #B-24-UC-48-0001.

STATE OF TEXAS	§	COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR PUBLIC SERVICES
COUNTY OF TARRANT	§	ON A REIMBURSEMENT BASIS

CONTRACT FOR SERVICES

THIS AGREEMENT is made and entered into by and between **Tarrant County, Texas** (herein called "County") and the **SafeHaven of Tarrant County** (herein called "Subrecipient"), by and through its duly authorized officer.

WHEREAS, County is an Urban Entitlement County and has received a grant through the Community Development Block Grant Program (No. **B-24-UC-48-0001**) under the provisions in Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, County has an approved Consolidated Plan which designates services to youth and low income individuals within Tarrant County as a program priority;

WHEREAS, County wishes to engage the Subrecipient, a non-profit service provider with a demonstrated capacity to undertake providing services to youth and assisting County in utilizing such funds through public service activities; and

WHEREAS, the Tarrant County Community Development Department manages the Community Development Block Grant ("CDBG"), and may perform the duties and responsibilities of the County under this Contract.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. SCOPE OF SERVICES

A. Activities

The Subrecipient will be responsible for administering CDBG Year 2024 Public Services - SafeSchool program in a manner satisfactory to the County. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Subrecipient will work with eligible schools to educate approximately **1,000** youth within Tarrant County in violence prevention strategies. The SafeSchools Program (the “Program”) will provide evidence-based and evidence-informed curricula over multiple sessions to teach: elementary age students about bullying/peer abuse; middle school students about life skills and healthy communication skills; and high school students about healthy dating. Youth educated through the Program will gain a greater understanding of bullying, peer abuse, healthy communication and healthy dating, including what is abuse and the effects of abuse on victims. The clients served will be in Title 1 schools that have at least 51% of students from low income families who reside within the Tarrant County Urban Consortium service area, which includes the city limits of Azle, Bedford, Benbrook, Blue Mound, Burleson, Crowley, Colleyville, Dalworthington Gardens, Euless, Everman, Forest Hill, Grapevine, Haltom City, Haslet, Hurst, Keller, Kennedale, Lake Worth, Lakeside, Mansfield, North Richland Hills, Pantego, Richland Hills, River Oaks, Saginaw, Sansom

Park, Southlake, Watauga, Westlake, Westworth Village and White Settlement, as well as unincorporated Tarrant County, Texas. Students in Independent School Districts for the Cities of Fort Worth, Arlington and Grand Prairie are ineligible to use these funds.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG Program's National Objectives. Subrecipient certifies that the activities carried out under this Agreement will benefit low-and moderate-income persons and Subrecipient shall maintain full documentation supporting fulfillment of this National Objective in its files. All such documentation shall be furnished to County upon request in order for the County to fulfill its obligations under its federal grant. If this documentation is not maintained and furnished to the County on request, County may exercise all remedies available under this Agreement, including the right to withhold payment or terminate this Agreement as described herein.

C. Levels of Accomplishment – Goals and Performance Indicators

Subrecipient shall provide violence prevention education to approximately **1,000** unduplicated youth in eligible schools located within the Tarrant County Urban consortium area that have at least 51% of students from low income families.

D. Performance Monitoring

County will monitor the performance of Subrecipient against goals and performance standards mutually agreed upon by County and Subrecipient. Substandard performance as determined by County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Subrecipient within a reasonable period of time after being notified by County, Agreement suspension or termination procedures will be initiated.

Subrecipient will cooperate fully with County in monitoring Subrecipient. In this regard, Subrecipient agrees to keep records sufficient to document its compliance with all applicable laws, regulations and Agreement terms. County, HUD, and the United States Comptroller General, or their representatives, shall have access to any books, documents, records and papers relating to the operations of Subrecipient under this Agreement for the purpose of audit, examination, exception and transcription during normal business hours, as often as County deems necessary. An audit of Subrecipient's operations may be conducted upon demand by the County or an independent public accountant of County's choice, in accordance with 2 CFR §200.501-512. Subrecipient covenants and agrees that, in the event an audit is conducted by County or on behalf of County, and such audit reveals any improper expenditures by the Subrecipient, its officers, agents, servants, employees and/or subcontractors, of the funds granted hereunder, and such questioned costs are disallowed under the procedures of the party by whom or on whose behalf said audit is conducted, then the amount of such disallowed cost shall constitute liquidated damages for the breach of that portion of the Agreement audited. In case of such disallowed cost, Subrecipient agrees to pay County said sum as liquidated damages for Subrecipient's failure to perform the duties, bear the liabilities and fulfill the obligations imposed upon it by this Agreement.

II. TERM OF AGREEMENT

This Agreement shall commence upon the latest date this Agreement is signed by all a parties and shall run for twelve (12) months thereafter.

III. BUDGET

Line Item	Amount	Fund Source
Personnel	\$42,000.00	CDBG PY2024
Total Budget	\$42,000.00	

IV. PAYMENT

County will disburse PY 2024 CDBG funds in an amount not to exceed **\$42,000** (“grant funds”) to Subrecipient on a reimbursement of expenses basis. County’s decision regarding the eligibility and timing of reimbursement is final. Draw-downs for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance.

All payment requests will be signed by a duly authorized agent of Subrecipient and will be submitted by the tenth (10th) of each month for payment of the previous month’s expenditures. County is under no obligation to disburse funds for expenditures more than sixty (60) days beyond the first day of the month for which the report is submitted. Subrecipient is required to report all Program income as defined by 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this Agreement. The use of Program income by Subrecipient shall comply with the requirements set forth at 24 CFR 570.504.

Payment will be processed by County upon submission and approval of documented expenditures from Subrecipient, in a manner satisfactory to County following receipt from Subrecipient of the following monthly Program documents:

- (1) Request for Reimbursement with supporting financial documentation (time sheets)
- (2) Population Served Report
- (3) Client Data Summary

V. GENERAL PROVISIONS

A. General Compliance

Subrecipient agrees to comply with all applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement, including but not limited to the following:

- Title VI of Civil Rights Act of 1964 (42 USC 2000d et seq.)
- Title VIII of Civil Rights Act of 1968 (42 USC 3601 et seq.)
- Executive Orders 11063, 11246, as amended by 11375 and as supplemented by Department of Labor regulations (41 CFR, Part 60)
- Age Discrimination Act of 1975 (42 USC 6101 et. seq.)
- Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 708)
- Title IV of the 1987 Housing and Community Development Act, as amended
- OMB Super Circular (2 CFR §200)
- “Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-

Profit Organizations,” dealing with cash depositories, bonding and insurance, records, standards for financial management systems, monitoring and reporting Program performance, property management standards, and procurement standards as modified by 24 CFR 570.502(b)

- Subpart K of 24 CFR 570

Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Subrecipient shall at all times operate as an independent contractor and not as an officer, agent, service or employee of County with respect to this Agreement. Subrecipient has exclusive control of the details of the transportation service(s) to be provided and all work performed hereunder.

C. Worker’s Compensation

Subrecipient shall provide Workers’ Compensation Insurance coverage for all employees involved in the performance of this Agreement.

D. Amendments

County or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by County’s governing body. Such amendments shall not invalidate this Agreement, nor relieve or release County or Subrecipient from its obligations under this Agreement.

County may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County and Subrecipient.

E. Suspension or Termination

This Agreement may be terminated for any reason by either party to this Agreement upon thirty (30) days written notice to the other party at their address indicated in Section VI., paragraph H. of this Agreement.

VI. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 110603; and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provision in Section 109 of the HCDA is still applicable.

3. Section 504

Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. County shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

1. Women- and Minority-Owned Businesses (W/MBE)

Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business that is at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are those minority groups established and recognized by the HUD. Subrecipient may rely on written representations by the vendor/business regarding their status as minority and female business enterprise in lieu of an independent investigation.

2. Equal Employment Opportunity and Affirmative Action Statement

Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

Subrecipient is prohibited from using funds provided herein or personnel employed in the

administration of the Program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, to utilize adequate internal controls, and to maintain necessary source documentation for all costs incurred.

2. Cost Principles

Subrecipient shall administer its Program in conformance with 2 CFR §200.413, "Direct Costs" and 2 CFR §200.414 "Indirect Costs" based on the new OMB Super Circular.

B. Documentation and Record Keeping

1. Records to be Maintained

Subrecipient shall maintain all records as specified by the federal regulations in 24 CFR Part 570.506, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to determine the eligibility of activities;
- c. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- d. Financial records as required by 24 CFR Part 570.502 and 24 CFR 84.21-28; and
- e. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of County's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

Subrecipient understands that client information collected by Subrecipient in performing services under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of County's or Subrecipient's responsibilities with respect to services provided. Such information shall be made available to County monitors or other designees for review upon request.

4. Close-Outs

Subrecipient's obligations shall continue beyond the term of this Agreement until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, providing final report of persons served for the year, disposing of Program assets (including the return of all unused materials, equipments, unspent cash advances, Program income balances, and receivable accounts to County) and determining the custodianship of records.

5. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to County, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within 30 days after receipt by Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and 2 CFR §200.501-512.

C. Reporting and Payment Procedures

1. Program Income

If applicable, Subrecipient shall report all Program Income (as defined at 24 CFR 570.090(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of Program Income by Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such Program Income balance on hand. All unexpended Program Income shall be returned to County upon the termination of this Agreement. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not Program income and shall be remitted promptly to County.

2. Indirect Costs

If indirect costs are charged, Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to County for approval, in a form specified by County.

3. Payment Procedures

County will pay to Subrecipient funds available under this Agreement based upon information submitted by Subrecipient and consistent with any approved budget and County policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by County in accordance with advance fund and Program Income balances available in Subrecipient accounts. In addition, County reserves the right to liquidate funds available under this contract for costs incurred by County on behalf of Subrecipient.

D. Venue and Applicable Law

Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or non-performance of this Agreement, venue for said action shall be in Tarrant County, Texas for state court actions, and the Northern District of Texas, Fort Worth Division for federal court actions. This Agreement shall be governed by the laws of the State of Texas.

E. Written Instrument is Entire Agreement

This written instrument constitutes the entire agreement by the parties hereto concerning the work and services to be performed under this Agreement. Any prior or contemporaneous oral or written agreement which purports to vary the terms of this Agreement shall be void.

F. Paragraph Headings

The paragraph headings contained herein are for convenience in reference to this Agreement and are not intended to define or to limit the scope of any provision of this Agreement.

G. Change of Address

Subrecipient must notify County, specifically through the Tarrant County Community Development Department, in writing within ten (10) days of a change of address or a change of the officers or directors of Subrecipient. Failure to notify County of any such change gives County the immediate right to terminate the Agreement, without notice to Subrecipient.

H. Notices

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

All written notices to Tarrant County shall be addressed to:

Tarrant County Community Development Department
James A. McClinton, Director
2501 Parkview Drive, Suite 420
Fort Worth, Texas 76102-5816

Written notice to SafeHaven of Tarrant County shall be addressed to:

SafeHaven of Tarrant County
Kathryn Jacob, President/CEO
1010 N. Center Street
Arlington, TX 76011

I. Availability of Grant Funds

In the event that grant funds for the County are insufficient as determined by County or Community Development Administration guidelines to cover the cost of this Agreement, from the date County learns of such termination of funding, then County, upon providing written notice to the Subrecipient, may terminate this Agreement without penalty from any and all obligations under this Agreement.

J. Indemnity

SUBRECIPIENT COVENANTS AND AGREES TO INDEMNIFY AND DEFEND, AT ITS OWN EXPENSE, COUNTY AND ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY LOSS OR DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE EXECUTION, PERFORMANCE, ATTEMPTED PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT AND/OR THE OPERATIONS, ACTIVITIES AND SERVICES OF THE PROJECT(S) DESCRIBED HEREIN, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS OF COUNTY. SUBRECIPIENT LIKewise COVENANTS AND AGREES TO AND DOES HEREBY INDEMNIFY AND HOLD HARMLESS COUNTY FROM AND AGAINST ANY AND ALL INJURY, DAMAGE OR DESTRUCTION OF PROPERTY OF COUNTY, ARISING OUT OF OR IN CONNECTION WITH ALL ACTS OR OMISSIONS OF SUBRECIPIENT, ITS OFFICERS, MEMBERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, INVITEE(S), LICENSEES, OR PROGRAM PARTICIPANTS, OR CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS OF COUNTY.

IF, AS A RESULT OF ANY AUDIT, IT IS DETERMINED THAT SUBRECIPIENT HAS MISUSED, MISAPPLIED OR MISAPPROPRIATED ALL OR ANY PART OF THE FUNDS DESCRIBED HEREIN, SUBRECIPIENT AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND COUNTY AND ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS RESULTING FROM SUCH MISUSE, MISAPPLICATION OR MISAPPROPRIATION OF SUCH FUNDS AND TO REIMBURSE COUNTY THE AMOUNT OF SUCH MONIES SO MISUSED, MISAPPLIED OR MISAPPROPRIATED.

Subrecipient agrees to maintain blanket fidelity coverage in the form of insurance or bond in the amount of \$42,000 with County named as the "Payee," to insure against loss from the fraud, theft or dishonesty of any Subrecipient's officer, agent, trustee, director or employee. The proceeds of such insurance or bond will be used to reimburse County for any and all loss of monies occasioned by any such act. To effectuate such reimbursement, such bond will include a rider stating that reimbursement for any loss or losses there under will be made directly to County for the uses and benefit of County.

K. Waiver of Immunity

If Subrecipient, as a charitable or nonprofit organization, has or claims an immunity or exemption (statutory or otherwise) from and against liability for damages or injury, including death, to persons or property, Subrecipient hereby expressly waives its rights to plead defensively such immunity or exemption against County. This section shall not be construed to affect County's immunities under constitutional, statutory or common law.

L. Form 1295 Compliance

Subrecipient acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the Form 1295 electronically filed with the Texas Ethics Commission as required by law, and that the attached signed copy attached as Exhibit A is a full and true copy of said filed form.

M. Compliance with Laws

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

IN WITNESS WHEREOF, the parties hereto have executed five (5) copies of this contract in Tarrant County, Texas, this ____ day of _____, 2024.

**Count of Tarrant, Texas
("COUNTY")**

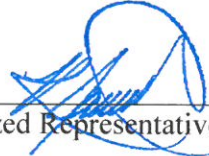
Judge Tim O'Hare

ATTEST:

By: _____

Date: _____

**SafeHaven of Tarrant County
("SUBRECIPIENT")**



Authorized Representative Signature

Kathryn Jacob
Printed Name of Authorized Representative

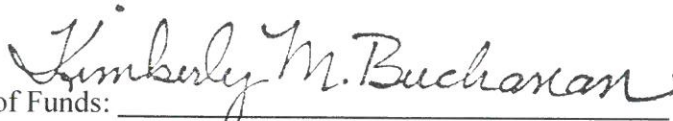
President & CEO
Title of Authorized Representative

ATTEST:

By: W. A. G. Jr.

Date: 08/12/2024

Availability of Funds: _____



County Auditor

**In the Amount of:
\$42,000.00**

APPROVED AS TO FORM*

Craig Price

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.

**Vendor Certification Addendum to Tarrant County Contracts
Entered Into on or After September 1, 2021
Required by New Texas State Laws**

This Addendum relates to the following contract: COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT FOR PUBLIC SERVICES ON A REIMBURSEMENT BASIS-SAFE
HAVEN

FISCAL FUNDING ACKNOWLEDGMENT

Notwithstanding any language to the contrary, Vendor acknowledges TARRANT COUNTY is a governmental entity and agrees TARRANT COUNTY (customer) may terminate this Agreement for future fiscal years if sufficient funding is not appropriated or allocated.

For All County Contracts Entered into on or after September 1, 2021, Vendor Must Certify:

Vendor is EXEMPT from Certification regarding Energy Companies and Firearm Entities or Firearm Trade Associations:

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$ 100,000.00 or more that is to be paid wholly or partly from public funds of the governmental entity.

If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows:

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by [87th Legislature, S.B. 13](#)), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by [87th Legislature, S.B. 13](#)) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by [87th Legislature, S.B. 19](#)), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by [87th Legislature, S.B. 19](#)) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a

firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

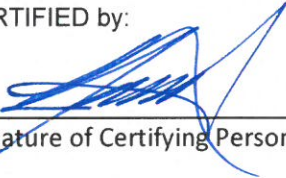
Vendor Hereby Certifies (Mark Applicable Certification):

X

Vendor is EXEMPT from Certification as set out above.

Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

CERTIFIED by:



Signature of Certifying Person

Kathryn Jacob

Printed Name of Certifying Person

President & CEO

Title of Certifying Person

Safet Haven of Tarrant County

Name of Vendor Company

8/12/2024

Date Certified

Consideration of a Community Development Block Grant Subrecipient Agreement between
Tarrant County and SafeHaven of Tarrant County for the Provision of Educational Services to
Youth

SIGNED AND EXECUTED this 15th Day of October 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

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

Tim O'Hare
County Judge

STATE OF TEXAS § **COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT FOR PUBLIC SERVICES**
COUNTY OF TARRANT § **ON A REIMBURSEMENT BASIS**

CONTRACT FOR SERVICES

THIS AGREEMENT is made and entered into by and between **Tarrant County, Texas** (herein called "County") and the **SafeHaven of Tarrant County** (herein called "Subrecipient"), by and through its duly authorized officer.

WHEREAS, County is an Urban Entitlement County and has received a grant through the Community Development Block Grant Program (No. **B-24-UC-48-0001**) under the provisions in Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, County has an approved Consolidated Plan which designates services to youth and low income individuals within Tarrant County as a program priority;

WHEREAS, County wishes to engage the Subrecipient, a non-profit service provider with a demonstrated capacity to undertake providing services to youth and assisting County in utilizing such funds through public service activities; and

WHEREAS, the Tarrant County Community Development Department manages the Community Development Block Grant ("CDBG"), and may perform the duties and responsibilities of the County under this Contract.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. SCOPE OF SERVICES

A. Activities

The Subrecipient will be responsible for administering CDBG Year 2024 Public Services - SafeSchool program in a manner satisfactory to the County. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Subrecipient will work with eligible schools to educate approximately **1,000** youth within Tarrant County in violence prevention strategies. The SafeSchools Program (the "Program") will provide evidence-based and evidence-informed curricula over multiple sessions to teach: elementary age students about bullying/peer abuse; middle school students about life skills and healthy communication skills; and high school students about healthy dating. Youth educated through the Program will gain a greater understanding of bullying, peer abuse, healthy communication and healthy dating, including what is abuse and the effects of abuse on victims. The clients served will be in Title 1 schools that have at least 51% of students from low income families who reside within the Tarrant County Urban Consortium service area, which includes the city limits of Azle, Bedford, Benbrook, Blue Mound, Burleson, Crowley, Colleyville, Dalworthington Gardens, Euless, Everman, Forest Hill, Grapevine, Haltom City, Haslet, Hurst, Keller, Kennedale, Lake Worth, Lakeside, Mansfield, North Richland Hills, Pantego, Richland Hills, River Oaks, Saginaw, Sansom

Park, Southlake, Watauga, Westlake, Westworth Village and White Settlement, as well as unincorporated Tarrant County, Texas. Students in Independent School Districts for the Cities of Fort Worth, Arlington and Grand Prairie are ineligible to use these funds.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG Program's National Objectives. Subrecipient certifies that the activities carried out under this Agreement will benefit low-and moderate-income persons and Subrecipient shall maintain full documentation supporting fulfillment of this National Objective in its files. All such documentation shall be furnished to County upon request in order for the County to fulfill its obligations under its federal grant. If this documentation is not maintained and furnished to the County on request, County may exercise all remedies available under this Agreement, including the right to withhold payment or terminate this Agreement as described herein.

C. Levels of Accomplishment – Goals and Performance Indicators

Subrecipient shall provide violence prevention education to approximately **1,000** unduplicated youth in eligible schools located within the Tarrant County Urban consortium area that have at least 51% of students from low income families.

D. Performance Monitoring

County will monitor the performance of Subrecipient against goals and performance standards mutually agreed upon by County and Subrecipient. Substandard performance as determined by County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Subrecipient within a reasonable period of time after being notified by County, Agreement suspension or termination procedures will be initiated.

Subrecipient will cooperate fully with County in monitoring Subrecipient. In this regard, Subrecipient agrees to keep records sufficient to document its compliance with all applicable laws, regulations and Agreement terms. County, HUD, and the United States Comptroller General, or their representatives, shall have access to any books, documents, records and papers relating to the operations of Subrecipient under this Agreement for the purpose of audit, examination, exception and transcription during normal business hours, as often as County deems necessary. An audit of Subrecipient's operations may be conducted upon demand by the County or an independent public accountant of County's choice, in accordance with 2 CFR §200.501-512. Subrecipient covenants and agrees that, in the event an audit is conducted by County or on behalf of County, and such audit reveals any improper expenditures by the Subrecipient, its officers, agents, servants, employees and/or subcontractors, of the funds granted hereunder, and such questioned costs are disallowed under the procedures of the party by whom or on whose behalf said audit is conducted, then the amount of such disallowed cost shall constitute liquidated damages for the breach of that portion of the Agreement audited. In case of such disallowed cost, Subrecipient agrees to pay County said sum as liquidated damages for Subrecipient's failure to perform the duties, bear the liabilities and fulfill the obligations imposed upon it by this Agreement.

II. TERM OF AGREEMENT

This Agreement shall commence upon the latest date this Agreement is signed by all a parties and shall run for twelve (12) months thereafter.

III. BUDGET

Line Item	Amount	Fund Source
Personnel	\$42,000.00	CDBG PY2024
Total Budget	\$42,000.00	

IV. PAYMENT

County will disburse PY 2024 CDBG funds in an amount not to exceed **\$42,000** (“grant funds”) to Subrecipient on a reimbursement of expenses basis. County’s decision regarding the eligibility and timing of reimbursement is final. Draw-downs for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance.

All payment requests will be signed by a duly authorized agent of Subrecipient and will be submitted by the tenth (10th) of each month for payment of the previous month’s expenditures. County is under no obligation to disburse funds for expenditures more than sixty (60) days beyond the first day of the month for which the report is submitted. Subrecipient is required to report all Program income as defined by 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this Agreement. The use of Program income by Subrecipient shall comply with the requirements set forth at 24 CFR 570.504.

Payment will be processed by County upon submission and approval of documented expenditures from Subrecipient, in a manner satisfactory to County following receipt from Subrecipient of the following monthly Program documents:

- (1) Request for Reimbursement with supporting financial documentation (time sheets)
- (2) Population Served Report
- (3) Client Data Summary

V. GENERAL PROVISIONS

A. General Compliance

Subrecipient agrees to comply with all applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement, including but not limited to the following:

- Title VI of Civil Rights Act of 1964 (42 USC 2000d et seq.)
- Title VIII of Civil Rights Act of 1968 (42 USC 3601 et seq.)
- Executive Orders 11063, 11246, as amended by 11375 and as supplemented by Department of Labor regulations (41 CFR, Part 60)
- Age Discrimination Act of 1975 (42 USC 6101 et. seq.)
- Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 708)
- Title IV of the 1987 Housing and Community Development Act, as amended
- OMB Super Circular (2 CFR §200)
- “Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-

Profit Organizations,” dealing with cash depositories, bonding and insurance, records, standards for financial management systems, monitoring and reporting Program performance, property management standards, and procurement standards as modified by 24 CFR 570.502(b)

- Subpart K of 24 CFR 570

Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Subrecipient shall at all times operate as an independent contractor and not as an officer, agent, service or employee of County with respect to this Agreement. Subrecipient has exclusive control of the details of the transportation service(s) to be provided and all work performed hereunder.

C. Worker’s Compensation

Subrecipient shall provide Workers’ Compensation Insurance coverage for all employees involved in the performance of this Agreement.

D. Amendments

County or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by County’s governing body. Such amendments shall not invalidate this Agreement, nor relieve or release County or Subrecipient from its obligations under this Agreement.

County may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County and Subrecipient.

E. Suspension or Termination

This Agreement may be terminated for any reason by either party to this Agreement upon thirty (30) days written notice to the other party at their address indicated in Section VI., paragraph H. of this Agreement.

VI. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 110603; and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provision in Section 109 of the HCDA is still applicable.

3. Section 504

Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. County shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

1. Women- and Minority-Owned Businesses (W/MBE)

Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business that is at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are those minority groups established and recognized by the HUD. Subrecipient may rely on written representations by the vendor/business regarding their status as minority and female business enterprise in lieu of an independent investigation.

2. Equal Employment Opportunity and Affirmative Action Statement

Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

Subrecipient is prohibited from using funds provided herein or personnel employed in the

administration of the Program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, to utilize adequate internal controls, and to maintain necessary source documentation for all costs incurred.

2. Cost Principles

Subrecipient shall administer its Program in conformance with 2 CFR §200.413, “Direct Costs” and 2 CFR §200.414 “Indirect Costs” based on the new OMB Super Circular.

B. Documentation and Record Keeping

1. Records to be Maintained

Subrecipient shall maintain all records as specified by the federal regulations in 24 CFR Part 570.506, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to determine the eligibility of activities;
- c. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- d. Financial records as required by 24 CFR Part 570.502 and 24 CFR 84.21-28; and
- e. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of County’s annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

Subrecipient understands that client information collected by Subrecipient in performing services under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of County’s or Subrecipient’s responsibilities with respect to services provided. Such information shall be made available to County monitors or other designees for review upon request.

4. Close-Outs

Subrecipient's obligations shall continue beyond the term of this Agreement until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, providing final report of persons served for the year, disposing of Program assets (including the return of all unused materials, equipments, unspent cash advances, Program income balances, and receivable accounts to County) and determining the custodianship of records.

5. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to County, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within 30 days after receipt by Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and 2 CFR §200.501-512.

C. Reporting and Payment Procedures

1. Program Income

If applicable, Subrecipient shall report all Program Income (as defined at 24 CFR 570.090(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of Program Income by Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such Program Income balance on hand. All unexpended Program Income shall be returned to County upon the termination of this Agreement. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not Program income and shall be remitted promptly to County.

2. Indirect Costs

If indirect costs are charged, Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to County for approval, in a form specified by County.

3. Payment Procedures

County will pay to Subrecipient funds available under this Agreement based upon information submitted by Subrecipient and consistent with any approved budget and County policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by County in accordance with advance fund and Program Income balances available in Subrecipient accounts. In addition, County reserves the right to liquidate funds available under this contract for costs incurred by County on behalf of Subrecipient.

D. Venue and Applicable Law

Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or non-performance of this Agreement, venue for said action shall be in Tarrant County, Texas for state court actions, and the Northern District of Texas, Fort Worth Division for federal court actions. This Agreement shall be governed by the laws of the State of Texas.

E. Written Instrument is Entire Agreement

This written instrument constitutes the entire agreement by the parties hereto concerning the work and services to be performed under this Agreement. Any prior or contemporaneous oral or written agreement which purports to vary the terms of this Agreement shall be void.

F. Paragraph Headings

The paragraph headings contained herein are for convenience in reference to this Agreement and are not intended to define or to limit the scope of any provision of this Agreement.

G. Change of Address

Subrecipient must notify County, specifically through the Tarrant County Community Development Department, in writing within ten (10) days of a change of address or a change of the officers or directors of Subrecipient. Failure to notify County of any such change gives County the immediate right to terminate the Agreement, without notice to Subrecipient.

H. Notices

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

All written notices to Tarrant County shall be addressed to:

Tarrant County Community Development Department
James A. McClinton, Director
2501 Parkview Drive, Suite 420
Fort Worth, Texas 76102-5816

Written notice to SafeHaven of Tarrant County shall be addressed to:

SafeHaven of Tarrant County
Kathryn Jacob, President/CEO
1010 N. Center Street
Arlington, TX 76011

I. Availability of Grant Funds

In the event that grant funds for the County are insufficient as determined by County or Community Development Administration guidelines to cover the cost of this Agreement, from the date County learns of such termination of funding, then County, upon providing written notice to the Subrecipient, may terminate this Agreement without penalty from any and all obligations under this Agreement.

J. Indemnity

SUBRECIPIENT COVENANTS AND AGREES TO INDEMNIFY AND DEFEND, AT ITS OWN EXPENSE, COUNTY AND ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY LOSS OR DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE EXECUTION, PERFORMANCE, ATTEMPTED PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT AND/OR THE OPERATIONS, ACTIVITIES AND SERVICES OF THE PROJECT(S) DESCRIBED HEREIN, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS OF COUNTY. SUBRECIPIENT LIKEWISE COVENANTS AND AGREES TO AND DOES HEREBY INDEMNIFY AND HOLD HARMLESS COUNTY FROM AND AGAINST ANY AND ALL INJURY, DAMAGE OR DESTRUCTION OF PROPERTY OF COUNTY, ARISING OUT OF OR IN CONNECTION WITH ALL ACTS OR OMISSIONS OF SUBRECIPIENT, ITS OFFICERS, MEMBERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, INVITEE(S), LICENSEES, OR PROGRAM PARTICIPANTS, OR CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS OF COUNTY.

IF, AS A RESULT OF ANY AUDIT, IT IS DETERMINED THAT SUBRECIPIENT HAS MISUSED, MISAPPLIED OR MISAPPROPRIATED ALL OR ANY PART OF THE FUNDS DESCRIBED HEREIN, SUBRECIPIENT AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND COUNTY AND ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS RESULTING FROM SUCH MISUSE, MISAPPLICATION OR MISAPPROPRIATION OF SUCH FUNDS AND TO REIMBURSE COUNTY THE AMOUNT OF SUCH MONIES SO MISUSED, MISAPPLIED OR MISAPPROPRIATED.

Subrecipient agrees to maintain blanket fidelity coverage in the form of insurance or bond in the amount of \$42,000 with County named as the "Payee," to insure against loss from the fraud, theft or dishonesty of any Subrecipient's officer, agent, trustee, director or employee. The proceeds of such insurance or bond will be used to reimburse County for any and all loss of monies occasioned by any such act. To effectuate such reimbursement, such bond will include a rider stating that reimbursement for any loss or losses there under will be made directly to County for the uses and benefit of County.

K. Waiver of Immunity

If Subrecipient, as a charitable or nonprofit organization, has or claims an immunity or exemption (statutory or otherwise) from and against liability for damages or injury, including death, to persons or property, Subrecipient hereby expressly waives its rights to plead defensively such immunity or exemption against County. This section shall not be construed to affect County's immunities under constitutional, statutory or common law.

L. Form 1295 Compliance

Subrecipient acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the Form 1295 electronically filed with the Texas Ethics Commission as required by law, and that the attached signed copy attached as Exhibit A is a full and true copy of said filed form.

M. Compliance with Laws

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

IN WITNESS WHEREOF, the parties hereto have executed five (5) copies of this contract in Tarrant County, Texas, this ____ day of _____, 2024.

Count of Tarrant, Texas
("COUNTY")

Judge Tim O'Hare

ATTEST:

By: _____

Date: _____

SafeHaven of Tarrant County
("SUBRECIPIENT")



Authorized Representative Signature

Kathryn Jacob

Printed Name of Authorized Representative

President + CEO

Title of Authorized Representative

ATTEST:

By: N. Ayt

Date: 08/12/2024

Availability of Funds: _____ \$ _____
County Auditor

APPROVED AS TO FORM*

Craig Price

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.

**Vendor Certification Addendum to Tarrant County Contracts
Entered into on or After September 1, 2021
Required by New Texas State Laws**

This Addendum relates to the following contract: COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT FOR PUBLIC SERVICES ON A REIMBURSEMENT BASIS-SAFE
HAVEN

FISCAL FUNDING ACKNOWLEDGMENT

Notwithstanding any language to the contrary, Vendor acknowledges TARRANT COUNTY is a governmental entity and agrees TARRANT COUNTY (customer) may terminate this Agreement for future fiscal years if sufficient funding is not appropriated or allocated.

For All County Contracts Entered into on or after September 1, 2021, Vendor Must Certify:

Vendor is EXEMPT from Certification regarding Energy Companies and Firearm Entities or Firearm Trade Associations:

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$ 100,000.00 or more that is to be paid wholly or partly from public funds of the governmental entity.

If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows:

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by [87th Legislature, S.B. 13](#)), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by [87th Legislature, S.B. 13](#)) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by [87th Legislature, S.B. 19](#)), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by [87th Legislature, S.B. 19](#)) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a

firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Vendor Hereby Certifies (Mark Applicable Certification):

X Vendor is EXEMPT from Certification as set out above.

____ Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

CERTIFIED by:



Signature of Certifying Person

Kathryn Jacob

Printed Name of Certifying Person

President & CEO

Title of Certifying Person

Safet Haven of Tarrant County

Name of Vendor Company

8/12/2024

Date Certified