

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

AMENDED 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** 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 5th day of December 2023, 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, 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 **CHALLENGE OF TARRANT COUNTY** 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 October 1, 2023, and ending September 30, 2024. **CHALLENGE OF TARRANT COUNTY** will bill for services on a monthly basis.
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. **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.

11. **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, 2024] 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. **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 B, with the Texas Ethics Commission as required by law.

13. 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.

SIGNED AND EXECUTED this _____ day of _____, 2023.

AUTHORIZED AGENT
Challenge of Tarrant County

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare
County Judge

CERTIFICATION OF AVAILABLE FUNDS:
\$45,000.00 G0094-2024 \$5,000.00
23500-2024

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 FDC Coordinator and judicial services. Deliverables include monitoring of the functioning and evaluation of FDC program in Tarrant County, community mobilization regarding the Family Drug Court, strategy development, providing training and technical assistance to partner agencies, and providing fiscal oversight of the project. \$10,000.00

\$50,000.00