

115

CO# 143948



COMMISSIONERS COURT
COMMUNICATION

REFERENCE NUMBER _____

PAGE 1 OF 4

DATE: 09/17/2024

SUBJECT: CONSIDERATION OF A GRANT AGREEMENT WITH SEASONS OF CHANGE TO PROVIDE SUPPORT SERVICES, INCORPORATED TO TARRANT COUNTY

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a grant agreement between Tarrant County and Seasons of Change, Incorporated to provide support services to the residents of Tarrant County.

BACKGROUND

Precinct 2's Community Organization Program was created to support proactive and hard-working organizations in Tarrant County. The program targets organizations whose goals are to better the community and help citizens in need. Some examples of related initiatives may include Youth Programs, Public Health (Physical and Mental), Housing, Education and Criminal Justice Reform.

Seasons of Change, Incorporated has been selected to receive program funds.

Since its inception in 2010, Seasons of Change, Incorporated (SOC) committed to preventing youth homelessness and has served over a half of million at-risk young adults and their families in North Texas.

The goal of SOC's Community Changers Community Program (3CCCP) is to provide housing, financial assistance, and supportive services for young adults ages 18-24. In addition, the program expands existing partnerships and coordination among service providers in key areas, such as education, health, mental health, child welfare, family support, substance abuse prevention/intervention, domestic violence/crisis intervention, law enforcement, legal services, and other non-traditional partners, to improve the lives of young adults who are at highest risk of experiencing homelessness.

If awarded, funding in the amount of \$10,000.00 will provide rental, utility, and food assistance to impacted young adults. In addition, funding will be utilized to provide training on financial literacy, budgeting, life skills and other relevant topics.

FISCAL IMPACT

Funding in the amount of \$10,000.00 is available in account 26100-2024 Road & Bridge Fund / 621010000 Precinct #2 General / 579061 County Projects.

REQUESTED BY:	Commissioner PCT 2	PREPARED BY: APPROVED BY:	
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THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

AGREEMENT

WHEREAS, **Seasons of Change, Inc** is a non-profit organization with the mission and deep commitment to prevent youth and young adult homelessness.

WHEREAS, the Tarrant County Commissioners Court hereby finds that the program provided by **Seasons of Change, Inc** 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 17th day of September 2024, by and between **Seasons of Change, Inc** acting by and through its duly authorized agent, and **TARRANT COUNTY, TEXAS ("COUNTY")**, acting by and through its County Judge.

Seasons of Change, Inc and the **COUNTY** agree as follows:

1. **Seasons of Change, Inc** will provide housing, financial assistance, and supportive services for young adults ages 18-24 for the benefit of the residents of Tarrant County, Texas.
2. **COUNTY**, for and in consideration of the services provided, agrees to pay to **Seasons of Change, Inc** a lump sum payment of \$10,000.00 for services rendered to the residents of Tarrant County, Texas for the fiscal year beginning October 1, 2023 and ending September 30, 2024.
3. **TO THE EXTENT ALLOWED BY TEXAS LAW, Seasons of Change, 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**, **Seasons of Change, Inc** 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. **Seasons of Change, Inc** shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

11. **Seasons of Change, Inc** agrees to provide **COUNTY** all records relating to the programs performed by **Seasons of Change, Inc** 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. **Seasons of Change, Inc** shall not use the aforementioned lump sum payment of \$10,000.00 by **COUNTY** for the purpose of higher education scholarships or any other forms of monetary payment to an institute of higher education, including payments to an organization or foundation with the purpose of providing funding for higher education scholarships.

13. **Seasons of Change, Inc** 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.

14. **Seasons of Change, Inc** 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.

15. **Seasons of Change, Inc** 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.

SIGNED AND EXECUTED this 17th day of September, 2024.

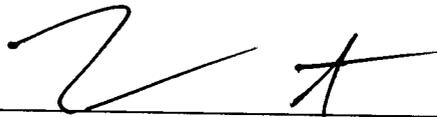
COUNTY OF TARRANT
STATE OF TEXAS



Tim O'Hare
County Judge

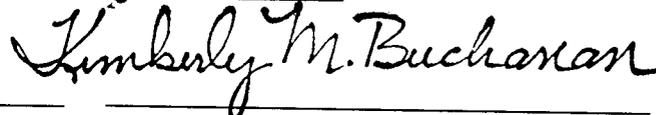
Tavian Harris
President
Seasons of Change, Inc

APPROVED AS TO FORM:



Criminal District Attorney's Office*

CERTIFICATION OF AVAILABLE
FUNDS: \$10,000



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