

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

AGREEMENT

WHEREAS, **THE WOMEN'S CENTER OF TARRANT COUNTY, INC.**, acting by and through its Rape Crisis & Victim Services Program provides assistance to the various law enforcement agencies of **TARRANT COUNTY, TEXAS** in providing victims of sexual assault with counseling and support, education and in securing necessary prosecutorial information for such law enforcement agencies;

WHEREAS, the Tarrant County Commissioners Court hereby finds that the various law enforcement agencies and residents of Tarrant County, Texas benefit from the assistance, counseling, education and rape prevention programs provided by the Rape Crisis & Victim Services Program of **THE WOMEN'S CENTER OF TARRANT COUNTY, INC.**, and hereby declares that this agreement is one of a professional service;

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

WOMEN'S CENTER and the **COUNTY** agree as follows:

1. **WOMEN'S CENTER** hereby agrees to continue providing the Rape Crisis & Victim Services Program, which it has provided, and to continue providing programs of public information intended to educate the community regarding rape awareness and prevention and to continue assisting the various law enforcement agencies and residents of Tarrant County, Texas, in the prosecution of criminal acts involving sexual assaults.
2. **COUNTY**, for and in consideration of the services provided to **COUNTY**, and the various law enforcement agencies located within the **COUNTY**, hereby agrees to pay **WOMEN'S CENTER** a lump sum payment of ONE HUNDRED THOUSAND, SIX HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$100,685.00) for the year beginning October 1, 2023 and ending September 30, 2024.
3. **TO THE EXTENT ALLOWED BY TEXAS LAW, WOMEN'S CENTER 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**, **WOMEN'S CENTER** 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. **WOMEN'S CENTER** shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

11. **WOMEN'S CENTER** agrees to provide **COUNTY** all records relating to the programs performed by **WOMEN'S CENTER** 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. **WOMEN'S CENTER** 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.

13. **THE WOMEN'S CENTER OF TARRANT COUNTY, INC.** verifies that it does 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. **THE WOMEN'S CENTER OF TARRANT COUNTY, 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 19th day of June, 2024.



AUTHORIZED AGENT
THE WOMEN'S CENTER OF TARRANT
COUNTY, INC.

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare
County Judge

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$100,685.00

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.

Vendor Certification Addendum to Tarrant County Contracts
Entered Into on or After September 1, 2021
Required by New Texas State Laws
[Not required if all contracting parties are governments]

This Addendum relates to the following contract: Agreement between Tarrant County, Texas and The Women's Center of Tarrant County, Inc. (FY 2024)

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):

☐ 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

Laura M. Hilgart
Printed Name of Certifying Person

President/CEO

Title of Certifying Person

The Women's Center of Tarrant County,
Name of Vendor Company

12/19/23
Date Certified

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-1087813

Date Filed:
10/25/2023

Date Acknowledged:

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

The Women's Center of Tarrant County, Inc.
Fort Worth, TX United States

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

Tarrant County, Texas

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

FY 2024 Contract
Rape Crisis and Victim Services

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Laura M. Hilgart, and my date of birth is January 6, 1958.

My address is 2328 Irwin St. Fort Worth TX 76110 USA.
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of TX, on the 26th day of Oct., 20 23.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



Board of Directors

Lei Testa
Chair

Jennifer Baggs Kamacioglu
Vice Chair

Cindy Milrany
Treasurer

Frank Anderson
Secretary

Amy Knight Brown
Past Chair

Mechelle Bates
Jessica D. Bonilla
Becky Renfro Borbolla
Denise Browning
Lori Bruce
Christian Burton
Carrie R. Cappel
Tina L. Castillo
Tammy J. Decker
Marnese Barksdale Elder
Gladys Emerson
Tonya Falzett
Jeff Farmer
Felicia Fuller
Dana Gill
Janet L. Hahn
Carmen Hudman
Lucy Hyden
Dr. Tina Jenkins
Tara Kersh
Richard L. Knight
Martha "Tim" Latta
Kate Lummis
Robyn Martin
James T. McBride
Jill K. Mulligan
Jane C. Nober
Dr. Athena Payne
Rachel Navejar Phillips
Erika N. Salter
Destiny Silva
Beth E. Thurman
Tyler Trahant
Kenneth Wardle
Brook Whitworth

October 27, 2023

Kadey Heidrich
Management Analyst
Tarrant County
100 East Weatherford Street
Fort Worth, Texas 76196

RE: Fiscal Year 2022-2023 Program and Financial Report

Dear Ms. Heidrich,

On behalf of The Women's Center, I would like to express appreciation for Tarrant County's continued investment in our Rape Crisis & Victim Services (RCVS) programming. The County's partnership has helped us provide critical, life-changing services to child and adult victims of sexual assault, sexual abuse, and other violent crime and their significant others. These services include:

- 24-hour Crisis Intervention provided by trained staff and volunteer Victim Advocates via our Crisis Hotline and at local hospital forensic rape exams
- Client Accompaniment to criminal justice proceedings related to clients' victimizations
- Clinical Counseling, including individual and group therapy, provided by licensed Master's-level therapists for victims and their significant others
- Comprehensive Legal Services to address the numerous legal issues that victims of violence face including, but not limited to criminal, employment & family law
- Play it Safe!®, an age-appropriate, classroom-based child sexual abuse prevention program that teaches children how to recognize abuse, resist abuse if possible, and report abuse to a trusted adult
- Other prevention education efforts that 1) teach adults how to reduce their risk of sexual assault and 2) teach professionals, including medical and criminal justice personnel, about victimization issues.

Together with the District Attorney's Office, numerous Tarrant County Law Enforcement agencies, and county hospital systems, The Women's Center continues to collaboratively build and improve county-wide victim support systems. This work enables us to effectively identify victims, help them heal, prosecute perpetrators, and introduce best practices in victim restoration in the community.

PROGRAM SUMMARY

Direct Victim Services

Crisis Intervention In 2023, The Women's Center's RCVS staff and volunteer Victim Advocates provided crisis intervention (crisis counseling, information, and referrals) to **1,103** victims at sexual assault and other violent crime forensic exams at Tarrant County hospitals. We also answered over **4,055** calls from **2,023** unduplicated callers to our 24-hour Crisis Hotline.

HOSPITAL-BASED JPS ADVOCACY: The Center's initiative to co-locate hospital-based victim advocates onsite in JPS emergency rooms continues to be a success. This initiative grew to include Three Full-Time Advocates who provide daytime and evening coverage in partnership with JPS' newly launched forensic nursing program. Through what is likely a first-of-its-kind model in the US, these positions provide Forensic Rape Exam Accompaniment and work with other victims (including domestic violence survivors) to help them reduce trauma, conduct safety planning, and connect with additional resources.

EXPANSION OF SANE SERVICES IN TC: In late summer of 2023, Medical City Emergency Rooms began to offer Forensic Nursing services, including Rape Exam Accompaniment. As a result, The Women's Center has expanded our advocacy services to include eight (8) additional locations, increasing the total number of response locations to 15 (including JPS). To meet the increased demand resulting from this change, we expect to add a fifth level to our Crisis Response team (currently we have three layers of volunteer/paid-backup advocates PLUS an additional layer of On-Call Office Staff at all times.)

Clinical Counseling: Last year, our licensed, Master's-level therapists provided clinical counseling to **669** child and adult victims of sexual assault, sexual abuse, and other violent crime, and significant others. In addition, **259** individuals participated in group therapy. Using evidence-based practices, therapists provided individual, group, and/or play therapy (in The Women's Center's state-of-the-art play therapy rooms) for these victims and their parents, guardians, and/or significant others to help them heal and recover from the trauma of their experiences. In 2023, clients received over **7,224** counseling hours of service from our clinical counseling staff.

Legal Services Last year, our legal team reached **264** victims with information and referral, brief legal services and/or court case representation. Legal Services helps victims achieve legal remedies so they can stabilize their lives and focus on healing from trauma.

Play it Safe!® (PIS): In 2023, The Women's Center's Play it Safe!® child sexual abuse prevention program reached **66,757** children in over **146** schools in Tarrant and surrounding counties. As a result of the program, **34** children and adolescents reported past or current abuse to a Play it Safe!® program trainer and were able to begin their healing process. (Please note that this statistic

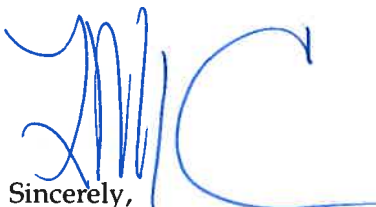
does not include the number of children who disclosed their abuse to another trusted adult like a parent or teacher, so this statistic underestimates the impact of the Play it Safe!® program.)

Play it Safe!® is mandated in eight (8) local school districts: Grapevine/Colleyville, Birdville, Eagle Mountain-Saginaw, Kennedale, Crowley, Lake Worth, White Settlement, and HEB elementary schools, and is "highly recommended" in Fort Worth schools.

OPT-IN LAWS FOR CHILD SEXUAL ABUSE PROGRAMMING: Changes to State of Texas law now require all children receiving the Play it Safe!® (PIS) child sexual abuse program to have signed permission slips from parents/guardians. Prior to this change, parents could opt-out of services, but now they must specifically opt-in for the program. This administrative change created several challenges for area ISDs, which in turn affected the reach of PIS this year. For example, two large school districts chose to discontinue external training programs for the Fall semester. We are happy to report that after working closely with our partners at area schools, we have successfully navigated these new challenges and program numbers are increasing.

We also provided sexual assault awareness and risk reduction training to **4,760** adults and worked with **4,109** professionals in criminal justice, law, medicine, and related fields to improve systems of care and services for victims in the Tarrant County community.

Thank you again to Tarrant County for your continued support of our important work with child and adult victims of sexual assault, sexual abuse, and other violent crime. Your continued investment allows us to provide high-quality services to those in need and helps us continue our programming as we face new challenges and opportunities. Attached are program service and financial expenditure summaries for Tarrant County's Fiscal Year 2023. Please contact me at (817) 927-4006 or lhilgart@womenscentertc.org if you have any questions or need additional information.



Sincerely,
Laura M. Hilgart
President & CEO

**The Women's Center of Tarrant County, Inc.
Rape Crisis & Victim Services**

**Program Service Summary for Tarrant County
October 2022-September 2023**

Service	Number served
Hospital Crisis Interventions	
Total Survivors	1103
Total Significant Others	279
Hotline Calls	
Total Unduplicated Callers	2023
Total Number of Calls Answered	4055
Clinical Counseling	
Individual Counseling - Adults & Significant Others	482
Individual Counseling - Children & Significant Others	187
Group Counseling - Total number of group participants	259
Violence Prevention & Awareness Education	
Play it Safe! Child Sexual Abuse Prevention Education	66,757
Sexual assault/abuse prevention education for adults	4760
Sexual assault/abuse prevention education for professionals	4109
Comprehensive Legal Services	
Victims of Sexual Assault, Relationship Violence &/or Stalking Served	264
Total Persons Served (October 1, 2022- September 30, 2023)	80,223

The Women's Center of Tarrant County, Inc.
Rape Crisis & Victim Services

Financial Expenditure Summary for Tarrant County
October 2022-September 2023

Expense	Cost
Salaries & Fringe Benefits	\$ 69,492
Communications (Telephone, email, Crisis Hotline, 24-hour answering service)	\$ 2,526
Staff training, professional fees, marketing	\$ 8,924
Supplies & Printing & Client Assistance	\$ 5,270
Local Travel, membership, misc	\$ 2,081
Occupancy (Utilities, maintenance, insurance)	\$ 12,391

TOTAL	\$ 100,685
-------	------------

total award

\$100,685.00