

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

**CONTRACT FOR OPERATING
EXPENSES**

This contract is entered into between Tarrant County, Texas, (“COUNTY”), and Safe City Commission, d/b/a One Safe Place (“CONTRACTOR”), (collectively, the “Parties”), for the purpose of funding operating expenses, which the Commissioners Court finds serves a direct public purpose and serves the public welfare of the residents of Tarrant County.

1. SCOPE OF SERVICES

CONTRACTOR is a comprehensive crime prevention agency devoted to preventing crime and violence in Tarrant County’s neighborhoods, schools, and homes by operating programs including the Family Justice Center; Crime Stoppers; Imagine No Violence; Camp Hope; Bike Patrol Support Group; Project Safe Neighborhood; and Safe City Training.

2. TERM

This contract is effective upon date of signature by both parties and ends on December 31, 2024.

3. COST

COUNTY will reimburse CONTRACTOR an amount not to exceed \$250,000.00 (TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS) for operating expenses as outlined in EXHIBIT A. CONTRACTOR will invoice COUNTY for payment. All correct invoices presented to COUNTY will be paid within 30 days of receipt by COUNTY.

4. AGENCY-INDEPENDENT CONTRACTOR

Neither COUNTY nor any employee thereof is an agent of CONTRACTOR and neither CONTRACTOR nor any employee thereof is an agent of COUNTY. This agreement does not and may not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party.

CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY AGAINST ANY AND ALL CLAIMS, LAWSUITS, SETTLEMENTS, JUDGMENTS, COSTS, PENALTIES, AND EXPENSES, INCLUDING ATTORNEY’S FEES, WITH RESPECT TO AN ACT OR OMISSION ARISING FROM CONTRACTOR'S PERFORMANCE UNDER THIS CONTRACT.

5. ASSIGNMENT

Neither party may assign, in whole nor in part, any interest in this contract without the prior written consent of the other party.

6. THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this contract shall be regarded as a third-party beneficiary of this contract. This contract may not be interpreted to waive governmental immunity, sovereign immunity, or any other defense

or immunities otherwise available by law of any party to this contract, or the employees or representatives of such party, to the extent such party may have immunity under Texas or Federal law.

7. AUDIT OF RECORDS

COUNTY may audit CONTRACTOR during the term of this contract and as otherwise authorized by law.

8 ENTIRE CONTRACT

This contract represents the entire understanding of and between the parties and supersedes all prior representations. This contract may not be varied orally but must be amended by written document of subsequent date duly executed by these parties. The laws of the State of Texas govern this contract and venue for any cause of action regarding this contract is in the district courts of Tarrant County, Texas.

9 CONFIDENTIALITY

In the event CONTRACTOR receives confidential COUNTY information CONTRACTOR will keep that information confidential during the contract term and following termination unless CONTRACTOR is directed to disclose that information by legal proceedings. In the event CONTRACTOR becomes involved in legal proceedings regarding confidential COUNTY information, CONTRACTOR will notify the COUNTY immediately.

10. TERMINATION

This contract may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Any notice or other writing required by this contract, is deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY:

Tarrant County
c/o County Administrator
100 E. Weatherford Street, Suite 404
Fort Worth, Texas 76196

CONTRACTOR:

One Safe Place
c/o Ken Shetter
1100 Hemphill Street
Fort Worth, TX 76104

In the event of early contract termination by COUNTY without cause, all fees and expenses due CONTRACTOR during the 30-day notice period will be paid in full. In the event the CONTRACTOR terminates this contract prematurely without cause, fees for the 30-day notice period will not be paid by COUNTY; however, any prior approved expenses may be paid to CONTRACTOR by COUNTY. If the contract is terminated for cause by COUNTY, COUNTY will not pay fees or expenses incurred after the date of notice of termination.

11. CONFLICT OF INTEREST DISCLOSURE

Contractor acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties 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.

SIGNED AND EXECUTED this 6th day of December, 2022.

**COUNTY OF TARRANT
STATE OF TEXAS**

**SAFE CITIES COMMISSION
d/b/a ONE SAFE PLACE**

B. Glen Whitley
County Judge



Ken Shetter
President

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS:

(Criminal District Attorney)

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.

**EXHIBIT A
SCOPE OF SERVICES**

Expenses	
Personnel - Salaries & Wages	
Director, Crime Prevention	32,500
Director, Clinical Services	33,390
Security Staff	42,416
Total Personnel	\$ 108,306
Fringe Benefits	
Director, Crime Prevention Programs	10,561
Director, Clinical Services	8,455
Security Staff	19,116
Professional Development	3,562
Total Fringe Benefits	\$ 41,694
Occupancy Expenses	
Facilities Maintenance	40,000
Insurance	15,000
Utilities	45,000
Total Occupancy Expenses	\$ 100,000
Total Expenses	\$ 250,000

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

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

Safe City Commission dba One Safe Place
Fort Worth, TX United States

Certificate Number:
2022-959642

Date Filed:
11/30/2022

Date Acknowledged:

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

Tarrant County

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.

Operating Grant
N/A

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.



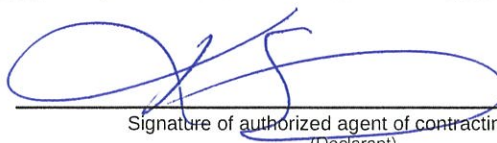
6 UNSWORN DECLARATION

My name is Ken Shetter, and my date of birth is 01/20/1972.

My address is 908 Magnolia Green Drive, Fort Worth, TX, 76104, 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 30th day of NOV, 2022.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)