

THE STATE OF TEXAS   §  
  §  
COUNTY OF TARRANT   §

**AGREEMENT**

WHEREAS, **SAFE HAVEN OF TARRANT COUNTY** [**"SAFE HAVEN"**], a 501(c)(3) non-profit corporation, provides a client-focused center for domestic violence intervention and prevention services primarily focusing on intimate partner violence; and **SAFE HAVEN's** services include decreasing the prevalence of violence within the community and providing professional staff for populations primarily impacted by domestic violence, but also may include populations impacted by interpersonal violence, sexual assault, stalking, child abuse, elder abuse and human trafficking; and,

WHEREAS, The Tarrant County Commissioners Court hereby finds that the programs and efforts of **SAFE HAVEN** benefit the citizens of Tarrant County, and hereby declares that this **Agreement** is one of a professional service;

NOW, THEREFORE, this **Agreement** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **SAFE HAVEN**, acting by and through its duly authorized agent, and **TARRANT COUNTY, TEXAS ("COUNTY")**, acting by and through its County Judge.

**SAFE HAVEN** and the **COUNTY** agree as follows:

1. **SAFE HAVEN** agrees to provide such services as described above to the residents of Tarrant County.

2. **COUNTY**, for and in consideration of the services provided, agrees to pay to **SAFE HAVEN** a lump sum payment of 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, 2022 and ending September 30, 2023.

3. **TO THE EXTENT PERMITTED BY TEXAS LAW, SAFE HAVEN 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**, **SAFE HAVEN** 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. **SAFE HAVEN** shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

11. **SAFE HAVEN** agrees to provide **COUNTY** all records relating to the programs performed by **SAFE HAVEN** 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. **SAFE HAVEN** 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, 2023] 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. **SAFE HAVEN** 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.

14. **SAFE HAVEN** 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 \_\_\_\_\_ day of \_\_\_\_\_, 2023.



**AUTHORIZED AGENT  
SAFE HAVEN**

**COUNTY OF TARRANT  
STATE OF TEXAS**

\_\_\_\_\_  
**Tim O'Hare  
County Judge**

**APPROVED AS TO FORM:**



\_\_\_\_\_  
**Criminal District Attorney's Office\***

**CERTIFICATION OF  
AVAILABLE FUNDS: \$50,000.00**

\_\_\_\_\_  
**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.