

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

AGREEMENT

WHEREAS, **COURT APPOINTED SPECIAL ADVOCATES OF TARRANT COUNTY, INC.** provides trained, court-appointed volunteers to assist the family law courts of Tarrant County by assisting court-appointed attorneys ad-litem and advocating the best interests of the child in child abuse matters and whereas such services include investigating circumstances pertaining to the welfare of such children pursuant to the court's function of providing placement for such children that are in need of alternative environments;

WHEREAS, pursuant to §81.027 of the Texas Local Government Code, the Tarrant County Commissioners Court may provide for the support of paupers and residents of Tarrant County who are unable to support themselves;

WHEREAS, The Tarrant County Commissioners Court hereby finds that the programs and efforts of **COURT APPOINTED SPECIAL ADVOCATES OF TARRANT COUNTY, INC.** benefit the citizens of Tarrant County, particularly children in need of such services; and

NOW, THEREFORE, this **Agreement** is made and entered into this ____ day of _____, 2023, by and between **COURT APPOINTED SPECIAL ADVOCATES OF TARRANT COUNTY, INC. ("CASA")**, acting by and through its duly authorized agent, and **TARRANT COUNTY, TEXAS ("COUNTY")**, acting by and through its County Judge.

CASA and the **COUNTY** agree as follows:

1. **CASA** agrees to continue providing such services already being provided by such organization to the courts and the children of Tarrant County.
2. **COUNTY**, for and in consideration of the services provided, agrees to pay to **CASA** a lump sum payment of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) 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 ALLOWED BY TEXAS LAW, CASA 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**, **CASA** 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. **CASA** shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

11. **CASA** agrees to provide **COUNTY** all records relating to the programs performed by **CASA** 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. **CASA** 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. **CASA** 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. **CASA** 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
COURT APPOINTED SPECIAL ADVOCATES
OF TARRANT COUNTY, INC.

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare
County Judge

APPROVED AS TO FORM:



Criminal District Attorney's Office*

CERTIFICATION OF
AVAILABLE FUNDS: \$20,000.00

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.

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:
2022-959303

Date Filed:
11/29/2022

Date Acknowledged:

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

CASA of Tarrant County
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

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.

FY2023 Contract

CASA of Tarrant County provides volunteer advocacy to abused and neglected Tarrant County children in the foster care system.

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.



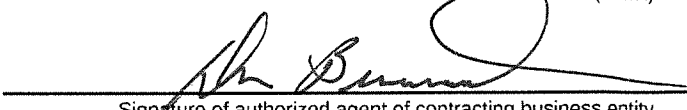
6 UNSWORN DECLARATION

My name is Don Binnicker, and my date of birth is 03-05-1954.

My address is 220 Cross Fox Ln, Aledo, TX, 76008, 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 Texas, on the 4th day of April, 20 23.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)