

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into between Tarrant County, Texas, hereinafter referred to as "COUNTY," and ABBA Staffing Consulting, hereinafter referred to as "PROVIDER," for the purpose of administering and certifying typing tests for Tarrant County job applicants, hereinafter referred to as "APPLICANT" or "APPLICANTS," which the Commissioners Court finds serves a public purpose and serves the public welfare of the citizens of Tarrant County.

**I.
SCOPE OF SERVICES**

The services to be provided by the PROVIDER shall include, but are not limited to, the following:

- A. PROVIDER shall administer typing tests to any Tarrant County APPLICANTS;
- B. PROVIDER agrees to provide documentation to each APPLICANT that certifies the results of the APPLICANT'S individual typing test;
- C. The certifying documentation shall be provided to each APPLICANT who takes a typing test as follows:
 - 1. documentation shall be provided on PROVIDER (ABBA Staffing Consulting) letterhead;
 - 2. documentation shall include the APPLICANT'S name, social security number, test date, test score and the signature of an agency representative certifying the test.
- D. PROVIDER shall make typing tests available to APPLICANTS at the following location:
 - 1. 2350 Airport Freeway
Bedford, TX 76022
(817) 354-2800
- E. PROVIDER agrees that neither the APPLICANT nor the COUNTY shall be obligated to sign any additional Agreement with the PROVIDER or use any other services offered by PROVIDER

**II.
TERM**

This Agreement shall begin on the date approved below and shall continue in effect for a period of two (2) years, unless terminated sooner, as provided herein.

**III.
COST**

PROVIDER agrees to provide typing test services to the APPLICANT at the rate of fifteen and no/100ths dollars (\$15.00) for the first test taken by APPLICANT, at said APPLICANT'S expense. If APPLICANT elects to take any additional typing test(s), PROVIDER agrees to provide the additional typing test at the rate of five and no/100ths dollars (\$5.00) per each additional test taken,

at APPLICANT'S expense. The COUNTY shall NOT be responsible for payment for any typing tests done at PROVIDER'S location. COUNTY acknowledges all typing testing shall be charged directly to the individual APPLICANT, at the above-mentioned rates, and all charges are to be paid by the APPLICANT in cash only. COUNTY acknowledges PROVIDER shall not accept any other form of payment from an APPLICANT.

PROVIDER understands that PROVIDER shall be responsible for any additional expenses incurred by PROVIDER in performing the services under this Agreement.

IV. AGENCY-INDEPENDENT AGREEMENT

Neither COUNTY nor any employee thereof is an agent of PROVIDER and neither PROVIDER nor any employee thereof is an agent of COUNTY. This agreement does not and shall 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.

V. INDEMNIFICATION

PROVIDER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, SETTLEMENT, JUDGMENT, COST, EXPENSE OR ATTORNEY'S FEES WITH RESPECT TO PROVIDER'S PERFORMANCE UNDER THIS AGREEMENT.

VI. ASSIGNMENT

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party.

VII. AMENDMENT

This Agreement may not be varied orally but must be amended by written document of subsequent date duly executed by these parties.

VIII. THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third party beneficiary. This Agreement may not be interpreted to waive the sovereign immunity of any party to this Agreement to the extent such party may have immunity under Texas law.

IX. AUDIT OF RECORDS

PROVIDER shall be subject to audit by the COUNTY during the term of this Agreement.

X.

CHOICE OF LAW AND VENUE

This Agreement shall be governed by the laws of the State of Texas and venue for any action under this Agreement shall be in the state and federal courts located in Fort Worth, Texas.

XI. TERMINATION

This Agreement 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 Agreement, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY:

Tarrant County Human Resources
Attn: Rochelle Neal, Civil Service Coordinator
100 East Weatherford, Suite 301
Fort Worth, Texas 76196
(817) 884-3252

PROVIDER:

ABBA Staffing Consulting
Attn: Darla J. Beggs, President
2350 Airport Freeway, Ste. 130
Bedford, Texas 76022
(817) 354-2800

XII. DISCLOSURE

PROVIDER 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 attachment A, with the Texas Ethics Commission as required by law.

XIII. ENTIRE AGREEMENT

This Agreement and the attached Addendum represents the entire understanding of and between the parties and supersedes all prior representations.

APPROVED on this day the _____ day of _____, 20____, by Tarrant County.

**TARRANT COUNTY,
STATE OF TEXAS**

PROVIDER

TIM O'HARE
County Judge

Shirley J. Beggs
Signature
3/30/2023
Printed Name & Title

APPROVED AS TO FORM:

ASSISTANT CRIMINAL DISTRICT ATTORNEY

*By law, the Criminal District Attorney's Office may only approve Agreements for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek Agreement 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**

This Addendum relates to the following contract: Professional Services Agreement-Tarrant County and ABBA Staffing Consulting

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.

LEGAL COMPLIANCE

In providing the services required by this Agreement, Vendor 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. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

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):

X 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:

Darla J. Beggs
Signature of Certifying Person

Darla J. Beggs
Printed Name of Certifying Person

President
Title of Certifying Person

AllTex Staffing + Consulting dba Abba Staffing + Consulting
Name of Vendor Company

3/30/2023
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:
2023-1001057

Date Filed:
03/30/2023

Date Acknowledged:

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

AllTex Staffing and Consulting dba Abba Staffing and Consulting
Bedford, 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.

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Administrative testing for Tarrant County job applicants

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 Darla J. Beggs, and my date of birth is 10/19/1956.

My address is 2350 Airport Fwy #130, Bedford, TX, 76022.
(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 30 day of March, 20 23.
(month) (year)

Darla J. Beggs

Signature of authorized agent of contracting business entity
(Declarant)

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(Declarant)