TARRANT COUNTY COMMISSIONERS COURT AGENDA

Filed
Tarrant County Clerk
September 10, 2025 06:28 pm
Mary Louise Nicholson
County Clerk
By: **SE Stroik**

Commissioners Courtroom
Tarrant County Administration Building
100 East Weatherford Street, 5th Floor
Fort Worth, Texas 76196

Tuesday, September 16, 2025, 10:00 AM

ANY MEMBER OF THE PUBLIC IS WELCOME TO ADDRESS THE COMMISSIONERS COURT AT ITS NEXT POSTED REGULAR MEETING. YOU MAY SUBMIT A PUBLIC PARTICIPATION FORM USING THE LINK ON THE COMMISSIONERS COURT AGENDA WEBPAGE AT WWW.TARRANTCOUNTYTX.GOV OR IN-PERSON USING THE FORMS AVAILABLE INSIDE THE COUNTY ADMINISTRATOR'S OFFICE. PLEASE INDICATE WHETHER YOU ARE ADDRESSING AN ITEM ON THE POSTED REGULAR AGENDA OR WHETHER PROVIDING GENERAL PUBLIC COMMENTS. COMPLETED FORMS MUST BE SUBMITTED TO THE COUNTY ADMINISTRATOR'S OFFICE BY 5:00 PM ON THE DAY BEFORE THE REGULAR POSTED MEETING. REGARDLESS OF THE DESIRED METHOD TO ADDRESS THE COURT, PUBLIC PARTICIPATION FORMS WILL NOT BE ACCEPTED PRIOR TO THE POSTING OF THE AGENDA. IT IS THE INTENT OF THE COMMISSIONERS COURT TO HAVE A QUORUM PRESENT IN THE COMMISSIONERS COURTROOM LOCATED AT 100 EAST WEATHERFORD STREET, 5TH FLOOR, FORT WORTH, TEXAS 76196. SOME MEMBERS OF THE COMMISSIONERS COURT MAY PARTICIPATE IN THE MEETING BY VIDEO-CONFERENCE CALL. A VIDEO AND AUDIO FEED OF ANY COURT MEMBER PARTICIPATING BY VIDEO-CONFERENCE CALL WILL BE BROADCAST LIVE IN THE COMMISSIONERS COURT ROOM, WHICH WILL BE OPEN TO THE PUBLIC DURING THE MEETING. THE TARRANT COUNTY COMMISSIONERS COURT MAY CONVENE INTO EXECUTIVE SESSION, IF NECESSARY, TO CONDUCT A CLOSED MEETING TO DISCUSS ANY ITEM LISTED ON THIS AGENDA IF THE SUBJECT MATTER IS PERMITTED FOR A CLOSED SESSION BY PROVISIONS OF CHAPTER 551 OF THE TEXAS GOVERNMENT CODE.

10:00 AM OPEN MEETING, BRIEFING AGENDA AND PUBLIC HEARINGS IN COMMISSIONERS COURTROOM
10:00 AM CLOSED MEETING UPON COMPLETION OF OPEN MEETING OR 10:00 AM, WHICHEVER IS LATER
THE COMMISSIONERS COURT MEETING SHALL CONTINUE FROM HOUR-TO-HOUR AND DAY-TO-DAY UNTIL OFFICIALLY ADJOURNED.

I. CALL TO ORDER AND ROLL CALL

II. INVOCATION

III. PLEDGES OF ALLEGIANCE TO THE UNITED STATES OF AMERICA

IV. AGENDA ANNOUNCEMENTS

V. COMMISSIONERS COURT ANNOUNCEMENTS

VI. PROCLAMATIONS, RESOLUTIONS AND PRESENTATIONS

1. Employee Recognition (Judge O'Hare)

2. Proclamation - Service Dog Month (Judge O'Hare)

3. Proclamation - Gold Star Families (Commissioner Ramirez)

4. Proclamation - National Co-Responder and Crisis Responder Week (Commissioner Ramirez)

5. Proclamation - U.S. Constitution Week (Commissioner Ramirez)

VII. CONSENT AGENDA

A. APPROVAL OF THE MINUTES

1. Approval of Minutes September 3, 2025

B. VARIOUS CLAIMS AND ADDENDUM

1. Approval of Various Claims and Addendums

C. Administrator

1. Consideration of Letters of Engagement, Business Associate Agreement, and Confidentiality Agreement with Weaver and Tidwell, LLP for the Fiscal Year 2025 Annual Financial Audit

2. Consideration of Fiscal Year 2026 Contract between Tarrant County and My Health My Resources of Tarrant County to Provide Behavioral Health and Intellectual Disability Services through the Tarrant County Law Liaison Program

3. Consideration of Fiscal Year 2026 Contract between Tarrant County and My Health My Resources of Tarrant County to Provide Behavioral Health and Intellectual Disability Services to Inmates in the Tarrant County Jail System

4. Consideration of Fiscal Year 2026 Contract between Tarrant County and Tarrant County Hospital District for Funding of Specified County Program

5. Consideration of Fiscal Year 2026 Contract between Tarrant County and My Health My Resources of Tarrant County to Provide Rehabilitative Alternative for Probationers and Parolees Program Services

6. Consideration of Fiscal Year 2026 Contract between Tarrant County, Tarrant County Hospital District, and My Health My Resources of Tarrant County to Provide Countywide Behavioral Health and Intellectual Disability Services

7. Consideration of an Interlocal Agreement Renewal between Tarrant County and Tarrant Appraisal District for Security Services to be Provided by the Tarrant County Sheriff's Department for Fiscal Year 2026

8. Consideration of an Interlocal Agreement Renewal between Tarrant County and the Town of Edgecliff Village for Law Enforcement Services to be Provided by the Tarrant County Sheriff's Department for Fiscal Year 2026

9. Consideration of an Interlocal Agreement Renewal between Tarrant County and the City of Haslet for Law Enforcement Services to be Provided by the Tarrant County Sheriff's Department for Fiscal Year 2026

D. Auditor

1. Consideration of Participation in State of Texas Travel Card Program and Approval of Agreements with U.S. Bank National Association

2. Consideration of the Release and Substitution of Depository Collateral

E. Budget and Risk Management

1. Consideration of Sheriff and Constable Fee Schedule for Calendar Year 2026

2. Consideration of the Fiscal Year 2026 Notice of Award from the Texas Health and Human Services Commission for the Tarrant County Public Health Prevention and Early Intervention Community Youth Development Program

3. Consideration of Fiscal Year 2026 Contract with Guardianship Services, Inc. for the Provision of Professional Services to Residents of Tarrant County

4. Consideration to Accept the Fiscal Year 2026 Family Recovery Court Grant Award from the Office of the Governor, Criminal Justice Division, for the Tarrant County Family Recovery Court Program

5. Consideration to Accept the Fiscal Year 2026 Grant Award from the Office of the Governor, Criminal Justice Division, for the Tarrant County Mental Health Diversion Court Program

6. Consideration to Accept the Fiscal Year 2026 Juvenile Justice and Truancy Prevention Grant Award from the Office of the Governor, Criminal Justice Division, for the School-Based Delinquency Prevention Program

7. Consideration of Exceptions to Fee Schedule for Court Interpreters

8. Consideration of Risk Management Board Minutes and Recommended Claims

9. Consideration of Fiscal Year 2025 Appropriation Adjustments

F. Community Development

1. Bid No. 2025CD-002 - Consideration of Construction Contract between Tarrant County and JR West Texas Concrete for the City of Mansfield, Texas 49th Year Community Development Block Grant Project

2. Bid No. 2025CD-011 Consideration of Construction Contract between Tarrant County and Douglas Dailey Construction LLC for the City of Euless, Texas 50th Year Community Development Block Grant Project

3. Bid No. 2025CD-12 - Consideration of Construction Contract between Tarrant County and EGW Services for the City of Azle, Texas 50th Year Community Development Block Grant Project

4. Bid No. 2025CD-13 Consideration of Construction Contract between Tarrant County and Pipe Crew LLC for the City of Everman, Texas 50th Year Community Development Block Grant Project

G. Criminal District Attorney

1. Consideration of a Settlement Agreement and Full, Final and Complete Release in Connection with an EEOC claim Against Tarrant County, Texas Filed by Judith Knapp, styled Judith Knapp v. Tarrant County Criminal Clerk’s Office, EEOC Charge No. 31A-2025-0080

H. Elections Administration

1. Consideration to Authorize the Elections Administrator to Provide Written Notification to Party Chairs, Precinct Chairs and Presiding Judges Regarding Proposed Changes to Voting Precinct Boundaries

I. Facilities Management

1. Consideration of a Property Use Request from Justice of the Peace, Precinct 7 to Use the Subcourthouse at Mansfield to Conduct a Wedding on September 27, 2025

2. Consideration of a Property Use Request from Justice of the Peace, Precinct 7 to Use the Subcourthouse at Mansfield to Conduct a Wedding on October 4, 2025

J. Fleet Services

1. Consideration to Accept a Forfeited Pace Trailer, Authorize Placement of the Trailer in Service, and Disposition of the Trailer Through County Auction When Deemed No Longer Viable

K. HIV Administration

1. Consideration of the Fiscal Year 2025-2026 Health Resources and Services Administration Ryan White Part D Provider Contract with Mothers' Milk Bank of North Texas

2. Consideration of the Fiscal Year 2025-2026 Health Resources and Services Administration Ryan White Part D Subrecipient Contract with CAN Community Health, Inc.

3. Consideration of Amendment No. 1 to the Fiscal Year 2025-2026 Health Resources and Services Administration Ryan White Part D Notice of Award

L. Human Resources

1. Consideration of the Benefit Program Application for the Medicare Advantage HMO and PPO with Prescription Drug Benefit Group Plan Between Blue Cross and Blue Shield of Texas and Tarrant County

2. Receive and File the Personnel Agenda

M. Information Technology

1. Consideration of Termination of the TechShare.Agenda Management Resource Sharing Addendum between Tarrant County, TechShare Local Government Corporation and the Participants

N. Judicial Courts

1. Consideration of a Monetary Donation from Michael Hood, a United States Veteran, for the Tarrant County Veterans Treatment Court

O. Medical Examiner

1. Consideration of Fiscal Year 2026 Denton County Medical Examiner District Agreement

2. Consideration of Fiscal Year 2026 Johnson County Medical Examiner District Agreement

3. Consideration of Fiscal Year 2026 Parker County Medical Examiner District Agreement

P. Juvenile Services

1. Consideration of Fiscal Year 2026 Contract between Tarrant County and Rite of Passage, Inc. for Secure Short-Term Detention Services for Tarrant County Juvenile Services Clients

2. Consideration of Fiscal Year 2026 Contract between Tarrant County and MHMR of Tarrant County for the Provision of the Help Me Thrive Program, Navigation and Continuum of Support Services, to Students Attending the Tarrant County Juvenile Justice Alternative Education Program

3. Consideration of Fiscal Year 2026 Contract Renewal between Tarrant County and MHMR of Tarrant County for the Provision of On-Site Case Management Services

4. Consideration of Fiscal Year 2026 Contract Renewal between Tarrant County and Lena Pope Home, Inc. for Provision of Behavior Therapy Services to Project Safety and Family Resilience Program Participants

5. Consideration of Fiscal Year 2026 Contract Renewal between Tarrant County and Lena Pope Home, Inc. for the Provision of On-Site Law Enforcement at the Tarrant County Juvenile Justice Alternative Education Program Campus

6. Consideration of Fiscal Year 2026 Contract Renewal between Tarrant County and Behavior Management System, Inc. for the Provision of Handle with Care Program Licensing and Training

7. Consideration of Fiscal Year 2026 Contract Renewal between Tarrant County and ACH Child and Family Services for the Provision of Intervention Services through the Pre-Adjudication Respite Care Program

8. Consideration of Fiscal Year 2026 Contract Renewal between Tarrant County and Wood and Associates Polygraph Services

Q. Public Health

1. Rescind Court Order #145155 and Consider the Provider Group Services Agreement with Cigna HealthCare of Texas, Inc. for the Provision of Clinical Health Care Services at Tarrant County Public Health

2. Consideration to Terminate an Interlocal Agreement between Tarrant County and the City of Fort Worth for the Provision of Onsite Sewage Facility Inspection and Permitting Services

3. Consideration of the Second Amendment and Renewal of the Interlocal Agreement between Tarrant County and the City of Fort Worth for the Provision of Rabies Control Services in the Unincorporated Areas of Tarrant County

4. Consideration of Data Use Agreement with Recovery Resource Council for Implementation of the Tarrant County Overdose Fatality Review

5. Consideration of an Education Affiliation Agreement between Tarrant County and Texas Woman's University

6. Consideration of a Contract for Services between Tarrant County and Cook Children’s Medical Center for the Treatment of Pediatric Patients of Tarrant County Public Health Department’s Tuberculosis Prevention and Control Program

7. Consideration of the Community Service Provider Subrecipient Contract with Boys & Girls Clubs of Greater Tarrant County for the Provision of Teens in Action Program Services through the Texas Health and Human Services Commission Family Support Services Community Youth Development Program

8. Consideration of the Community Service Provider Subrecipient Contract with Camp Fire First Texas for the Provision of Teens in Action Program Services through the Texas Health and Human Services Commission Family Support Services Community Youth Development Program

9. Consideration of the Community Service Provider Subrecipient Contract with Diamond Hill North Side Youth Association for the Provision of Success and Opportunities in Athletics and Recreation Sports for Success Program Services through the Texas Health and Human Services Commission Family Support Services Community Youth Development Program

10. Consideration of the Community Service Provider Subrecipient Contract with My Health My Resources of Tarrant County for the Provision of Youth Advisory Committee Services and Youth Leadership Development Services through the Texas Health and Human Services Commission Family Support Services Community Youth Development Program

R. Purchasing

1. RFP No. 2023-122 - Annual Contract for Out-Patient Treatment Services for Juvenile with Sexual Behavior Problems - Juvenile Services - Bettering Myself Within Counseling Center - Exercise Second and Final Option for Renewal - Same Contract Terms

2. Bid No. 2023-123 - Annual Contract for Urine, Hair Follicle, Nail and Sweat Patch Drug Testing - Juvenile Services - Close to Home Holdings, LLC d/b/a Integrity Health and Education - Exercise Second and Final Option for Renewal - Same Firm Fixed Prices

a) Contract Renewal

b) Contract Approval

3. RFQ No. 2023-141 - Annual Contract for Juvenile Forensic Assessment Services - Juvenile Services - Various Vendors - Exercise Second and Final Option for Renewal - Same Contract Terms

a) Contract Renewal

4. RFP No. F2024155 - Annual Contract for Appian Professional Services - Information Technology - Perficient, Inc. - Exercise First Option for Renewal - Same Contract Terms

a) Contract Renewal

5. RFP No. F2024167 - Annual Contract for Counseling and Education Services for Veterans Treatment Program - Criminal Courts Support - Various Vendors - Exercise First Option for Renewal - Same Contract Terms

6. RFP No. F2024172 - Annual Contract for SAP Managed Services - Information Technology - Various Vendors - Exercise First Option for Renewal - Same Contract Terms

7. Consideration of Cooperative for Information Technology Subscription Based Research and Related Services - #DIR-CPO-5253 - Information Technology - Gartner, Inc. - Exercise First Option for Renewal - Same Contract Terms

8. Bid No. 2022-206 - Annual Contract for Maintenance of FLIR Video Management System - Facilities Management - EMC Integrated Systems Group

a) Acceptance of Payment Bond

9. Bid No. F2025103 – Annual Contract for Preventative Maintenance and Repair of Standby Generator Equipment – Facilities Management – Texas Industrial Infrastructure Services, LLC

a) Acceptance of Payment Bond

10. SOE Software Corporation - Election Night Reporting Software - Elections Administration

a) Sole Source Designation

b) Contract Approval

11. Consideration of Cooperative for Microsoft Unified Support Services Work Order - #DIR-CPO-4911 - Information Technology - Microsoft Corporation

a) Contract Approval

12. Consideration of Cooperative for SAP Enterprise Maintenance and Support - GSA #GS47QSWA18D008F - Information Technology - Carahsoft Technology Corporation

13. Consideration of Interlocal Agreement Between Tarrant County and the City of Friendswood for Cooperative Purchasing of Goods and Services

a) Contract Approval

14. Consideration of Interlocal Agreement Between Tarrant County and County of Johnson for Cooperative Purchasing of Goods and Services

a) Contract Approval

15. Authorization to Submit Procurement Card Account Application Forms to JPMorgan Chase Bank for Tarrant County Procurement Cards - Sheriff's Office

16. Authorization to Submit Procurement Card Account Application Forms to JPMorgan Chase Bank for Tarrant County Procurement Cards - Tax Office

17. Approval of Exemption from Competitive Bidding Requirements - Purchase of Drug Standards and Controls, Instrument Parts, Non-Routine Laboratory Testing, and Consumables - Medical Examiner's Office - Various Vendors

S. Sheriff

1. Consideration of a Renewal Agreement Between Tarrant County, d/b/a Tarrant County Sheriff's Office and Yvette Christy, Lived Experience Expert Consultant, for the Provision of Consultation Services Through the Enhanced Collaborative Model Task Force to Combat Human Trafficking Grant Program

2. Consideration of a Renewal Agreement Between Tarrant County, d/b/a Tarrant County Sheriff's Office and Ingrid Desiree Guerrero Rodriguez, Lived Experience Expert Consultant, for the Provision of Consultation Services Through the Enhanced Collaborative Model Task Force to Combat Human Trafficking Grant Program

T. Tax Assesor-Collector

1. Consideration of WebDealer License Agreements for Initial Motor Vehicle Title & Registration Between Tarrant County, d/b/a Tarrant County Tax Assessor-Collector and the Dealerships owned by Sewell Automotive LLC, listed on the attached.

2. Consideration of Contracts between Tarrant County, d/b/a Tarrant County Tax Assessor-Collector and Entities Within Tarrant County Including Cities, Towns, School Districts and Special Districts for the Collection of Ad Valorem Taxes

3. Consideration of Interlocal Agreement between Tarrant County and the North Texas Tollway Authority Related to Automobile Registrations and Outstanding Toll Fees

4. Consideration of Property Tax Refunds

5. Receive and File Tax Office Deputizations

U. Transportation

1. Request for Public Hearing - Tuesday, October 13, 2025, 10:00 A.M. - To Consider Reducing the Speed Limit to 35 MPH on a segment of Floyd Hampton Road - Precinct 2

2. Consideration to Receive and File Final Plat - Burleson R. V. Community - Precinct 2

3. Consideration of Final Plat with Variance - Southwood Estates, Second Filing - Precinct 2

4. Consideration of Final Plat - Buckholt Addition - Precinct 2

5. Consideration of Final Plat – Monty Roberts Subdivision – Precinct 4

6. Consideration of a Professional Services Agreement with Halff Associates, Inc. Related to the Oak Grove Road Project

V. Commissioner, Precinct 3

1. Consideration of Interlocal Agreement between the City of Watauga and Tarrant County to Rehabilitate and Resurface Derek Drive from Whitley Road to Saramac Drive, Dunson Drive from Hanson Drive to Shipp Drive, Lalagray Lane from Watauga Road to Saramac Drive, Plum Street from Watauga Road to Shipp Drive

2. Consideration to Begin Interlocal Agreement between the City of Watauga and Tarrant County to Rehabilitate and Resurface Derek Drive from Whitley Road to Saramac Drive, Dunson Drive from Hanson Drive to Shipp Drive, Lalagray Lane from Watauga Road to Saramac Drive, Plum Street from Watauga Road to Shipp Drive

3. Consideration of Interlocal Agreement with the City of Grapevine to Rehabilitate and Resurface Rolling Hills Lane from Pool Road to Cul-de-Sac

4. Consideration to Begin Interlocal Agreement with the City of Grapevine to Rehabilitate and Resurface Rolling Hills Lane from Pool Road to Cul-de-Sac

W. Commissioner, Precinct 4

1. Consideration of Interlocal Agreement with the Eagle Mountain Saginaw Independent School District for the Transportation of Road Building Materials and to Perform Minor Pothole Patching at Various Independent School District Locations

2. Consideration to Begin Interlocal Agreement with the Eagle Mountain Saginaw Independent School District for the Transportation of Road Building Materials and to Perform Minor Pothole Patching at Various Independent School District Locations

VIII. PUBLIC HEARINGS

1. Public Hearing - To Consider Tarrant County Government's Fiscal Year 2026 Budget
   a) Conduct Public Hearing

2. Public Hearing – To Consider Salaries of Certain Elected County and Precinct Officers Contained within Tarrant County Government's Fiscal Year 2026 Budget
   a) Conduct Public Hearing

3. Public Hearing - To Consider Establishing a Speed Limit of 35 MPH on Grants Lane - Precinct 4
   a) Conduct Public Hearing

4. Public Hearing - To Consider the Annual Plan for the Preservation and Restoration of the Record Archives (County Clerk)
   a) Conduct Public Hearing
   b) Action, if Necessary

IX. REPORTS AND BUSINESS

A. Administrator

1. Consideration of Tarrant County's Tax Rate and Resolution for Tax Year 2025

2. Consideration of Tarrant County Government's Budget for Fiscal Year 2026

3. Consideration of Tarrant County Hospital District's Tax Rate and Resolution for Tax Year 2025

4. Consideration of the Tarrant County Hospital District's Budget for Fiscal Year 2026

5. Consideration of Out of State Travel

6. Consideration of Interlocal Agreement between Tarrant County and Tarrant County Hospital District to Memorialize Responsibilities of the Hospital District Related to Detainee Medical and Behavioral Health Care Services

7. Consideration of First Amendment to the Commercial Lease Agreement between Tarrant County Hospital District, d/b/a JPS Health Network and 1208 S. Main LLC for Property Located at 1212 and 1214 South Main Street, Fort Worth, Texas

8. Consideration of the Construction Manager at Risk Agreement between Tarrant County Hospital District, d/b/a JPS Health Network and HCBeck, Ltd for the Construction of a Health Center for Women

9. Consideration of the Initial Guaranteed Maximum Price Amendment between Tarrant County Hospital District, d/b/a JPS Health Network and J.E. Dunn-Source, a Joint Venture for the Medical Outpatient Building Project

10. Consideration of the Initial Guaranteed Maximum Price Amendment between Tarrant County Hospital District, d/b/a JPS Health Network and J.E. Dunn-Source, a Joint Venture for the Central Utility Plant Project

B. Budget and Risk Management

1. Consideration of Fiscal Year 2026 Special Purpose Budgets

C. Criminal District Attorney

1. Consideration of Participation in the Settlement of Claims in the National Prescription Opiate Litigation, MDL No. 2804

D. Human Resources

1. Consideration of Plan Choices, Service Provider Selections, and the Contribution Rates for Funding Employee and Retiree Healthcare Benefits in Plan Year 2026

2. Consideration of Changes to the Table of Organization - Public Health

E. Information Technology

1. Consideration the Justice of the Peace Courts eNotifications Statement of Work between Tarrant County and eCourtDate, Inc.

F. Purchasing

1. RFP No. F2025143 - Annual Contract for Pre-Court and Diversion Family Support Program - Juvenile Services - Lena Pope Home, Inc. - Per Contract Terms

a) Award Recommendation

b) Contract Approval

2. RFP No. F2025160 - Annual Contract for In-Car Mobile Data Computers - Sheriff’s Office - GTS Technology Solutions, Inc. - Per Contract Terms

3. RFP No. F2025189 - Annual Contract for Family Preservation Program - Juvenile Services - Lena Pope Home, Inc. - Per Contract Terms

a) Contract Approval

4. Bid No. F2025191 - Annual Contract for Copier Maintenance and Supplies - Countywide - Various Vendors - Per Unit Price, Hourly Rates, and Markup for Parts

5. RFP No. F2025192 - Dispatch and Records Management System Server Hardware Refresh - Sheriff's Office - NEWCOM Wireless Services, LLC - Per Contract Terms

a) Award Recommendation

6. Bid No. F2025193 - Annual Contract for Trash Removal Services - Countywide - Various Vendors - Per Unit Price, Hourly Rates, and Markup for Parts

a) Award Recommendation

7. RFP No. F2025199 - Annual Contract for Forensic Accident Reconstruction, Consultation, Expert Witness, and Support Services - District Attorney's Office - Peggy Lovett d/b/a Crash Dynamics - Per Contract Terms

a) Award Recommendation

8. Bid No. F2025200 - Annual Contract for Lawn Treatment - Facilities Management - Hayes Family Enterprises LLC d/b/a Gecko Green Lawn Care - Per Unit Price

9. Bid No. F2025205 - Annual Contract for Lawn Maintenance - Facilities Management - Various Vendors - Per Unit Price

a) Award Recommendation

10. Bid No. F2025209 - Purchase of Inseyets Online Pro and Unlimited Unlocks Subscription – District Attorney's Office – Concourse Tech Inc. - Per Unit Price

11. RFP No. F2025188 - Annual Contract for Community Based Detention Services - Juvenile Services

a) Reject All Proposals

12. Bid No. F2024159 - Annual Contract for Preventative Maintenance and Repair of Air Compressors - Facilities Management - MS Air Inc. - Per Unit Price, Hourly Rates, and Markup for Parts

a) Approve Contract Extension

13. Bid No. F2025142 - Annual Contract for Locksmith Services and Supplies - Facilities Management - Lock Tight Security, Inc.

a) Cancel Award to Lock Tight Security, Inc.

b) Permission to Rebid Sections 1, 2, 3 with Revised Specifications

14. Contract Cancellation - QuidelOrtho Corporation for Savanna Placement Agreement - Public Health

15. Approval for Reimbursement - Buy Board #773-25 - Law Enforcement Uniform - Constable Precinct 7 - Galls Parent Holdings LLC

a) Approval for Reimbursement

16. Permission to Take Bids/RFPs

X. APPOINTMENTS TO VARIOUS BOARDS

1. Action Concerning Appointments to Various Boards, Commissions, Committees, or Tax Increment Finance District Boards

XI. BRIEFING

1. Operational Impact of Tarrant County Redistricting
The Commissioners Court will receive an update on County operations following redistricting.

XII. PUBLIC COMMENTS

1. Public Comment Registration

XIII. ANNOUNCEMENTS AND COMMENTS

XIV. CLOSED MEETING

A. Pending or Contemplated Litigation

1. Brandon Walker v. Tarrant County, et al., Case No. 4:24-cv-245

2. Settlement of Claims in the National Prescription Opiate Litigation, MDL No. 284

3. Christopher Frantz and Jason McCaffity – Civil Service Hearings

B. Advice of Counsel

C. Real Estate Matters

1. Cold Springs Facility, 1815 Cold Springs Rd., Fort Worth, TX 76102

D. Contract Deliberations

E. Personnel Matters

F. Security Related Issues

G. Economic Development Prospects

Closed Meeting upon completion of Open Meeting or at 10:00 a.m., whichever is later:
(A) to discuss advice about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflict with the Texas Open Meeting Act, pursuant to Section 551.071, Texas Government Code;
(B) to deliberate the purchase, exchange, lease, or value of real property, pursuant to Section 551.072, Texas Government Code;
(C) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, or to hear complaint or charge against an officer or employee pursuant to Section 551.074, Texas Government Code;
(D) to deliberate the deployment, or specific occasions for implementation, of security personnel or devices, or a security audit, pursuant to Section 551.076, Texas Government Code; and
(E) to deliberate the business and financial issues related to a contract being negotiated, pursuant to Section 551.0725, Texas Government Code.
(F) to deliberate regarding commercial or financial information that the County has received from a business prospect that the County seeks to have locate, stay, or expand near the County and with which the County is conducting economic development negotiations, or to deliberate the offer of a financial or other incentive to a business prospect, pursuant to Section 551.087(1), Texas Government Code.

XV. COMMISSIONERS COURT RECONVENED

XVI. ADJOURNMENT

Filed
Tarrant County Clerk
September 10, 2025 06:28 pm
Mary Louise Nicholson
County Clerk
By: **SE Stroik**

Date Posted: September 10, 2025 06:28 pm

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 2
Department:	**Prepared By:** Jennifer Jones	**Approved By:** Roxie Held

SUBJECT:

Employee Recognition (Judge O'Hare)

See Attachment for Additional Information

Attachments

Judge's Listing September 16 2025.pdf

EMPLOYEE RECOGNITION
September 16, 2025

5 Year Employees		Department
Alejandrina	Baxter	District Clerk
Morgan	Blair	Criminal District Attorney
Leigh	Blevins	Tax Office
Yanisha	Box	County Auditor
Linda	Castillo	County Auditor
Richard	Giebel	Sheriff's Office
Veronica	Gonzalez	Tax Office
Anthony	Hatcher	Sheriff's Office
Janell	Hoeltje	District Clerk
Jaimie	Jernigan	Criminal District Attorney
Francisco	Meza	Sheriff's Office
Courtney	Mowdy	Criminal District Attorney
Roger	Mueller	Information Technology
Shadavia	Palmer	Juvenile Services
Robert	Pecue, Jr.	Sheriff's Office
Michael	Peet	Information Technology
Hector	Ramirez	Facilities Management
Keshonna	Redmond	Juvenile Services
Elisa	Scott	Elections
Alex	Taylor	Sheriff's Office
Iris	Yang	Information Technology

10 Year Employees		Department
Paula	Applegate	County Clerk
Hannah	Bell	Criminal District Attorney
Sarah	Erby	Tax Office
Angelica	Flores	Sheriff's Office
Elizabeth	Garcia	Criminal District Attorney
Rhonda	Hudspeth	Public Health
Mark	Kratovil	Criminal District Attorney
Justin	Moxley	Sheriff's Office
Patrick	O'Neill	Precinct 4

15 Year Employees		Department
Jessie	Allen	Public Health
Kevin	Harrison	Sheriff's Office
Charlotte	McWilliams	Domestic Relations Office
Hargie	Scott	Public Health
Daniel	Webb	Information Technology

20 Year Employees		Department
Carolyn	Davison	Sheriff's Office
Sonja	Embry	Sheriff's Office
Armando	Navarro	Sheriff's Office

25 Year Employees		Department
Melissa	Barbolla	Criminal District Attorney
Dan	Chaney, Jr.	Juvenile Services
Sherri	Crass	Information Technology
Tracy	Farmer	Precinct 3
Ronald	Jones, Jr.	Juvenile Services
Alisia	Morris	Criminal Courts
Stacey	Smith	Juvenile Services

30 Year Employees		Department
Patrice	Smith	CSCD

35 Year Employees		Department
Vicki	Holmes	CSCD
David	Hudson	Criminal District Attorney
Bobby	Minter	Sheriff's Office

40 Year Employees		Department
Janet	Grant	Criminal District Attorney

Total Years 680

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 1
Department:	**Prepared By:** Kim Ford	**Approved By:** Tim O'Hare, County Judge

SUBJECT:

Proclamation - Service Dog Month (Judge O'Hare)

See Attachment for Additional Information

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 1
Department:	**Prepared By:** Alicia Green	**Approved By:** Manny Ramirez

SUBJECT:

Proclamation - Gold Star Families (Commissioner Ramirez)

See Attachment for Additional Information

Attachments

Gold Star Mother's and Families Day Sept 2025.pdf

PROCLAMATION
GOLD STAR MOTHERS AND FAMILIES DAY

Whereas, Gold Star Mothers and Families Day, observed on the last Sunday in September, is dedicated to honoring the extraordinary sacrifices made by the brave men and women of our armed forces who have given their lives in service to our great nation; and

Whereas, we gather today to recognize the Gold Star Mothers and Families, who have faced the unimaginable pain and unbearable weight of losing a beloved son or daughter, enduring a grief that words can scarcely capture; and

Whereas, each Gold Star Mother carries their own heart-wrenching story of love and loss, demonstrating remarkable strength, and transforming their pain into a powerful legacy of patriotism and honor; and

Whereas, Gold Star Families are beyond courageous and have emerged as leaders within our communities, ensuring that the service members who have fought for our freedom and the freedom of others are never forgotten; and

Whereas, the immeasurable sacrifices of our fallen heroes remind us of the cost of liberty, echoing in our hearts and reminding us of the families who have paid the ultimate price, their grief stands as a solemn tribute to the love they shared with those who served; and

Whereas, Gold Star Mothers and Families are essential in advocating for the needs and well-being of military families, raising awareness of the challenges they face, and ensuring that the sacrifices of their loved ones resonate in our collective memory; and

Whereas, it is our duty as citizens to remember and honor the lives of those who made the ultimate sacrifice, to stand in unwavering solidarity with Gold Star Mothers and Families on not only this day, but every day, offering compassion and recognition they so deeply deserve; and

NOW, THEREFORE, BE IT RESOLVED, that we, Commissioners Court of Tarrant County, do hereby proclaim the last Sunday in September of each year as “Gold Star Mothers and Families Day” in Tarrant County, Texas, and we urge all citizens to join in honoring these remarkable families and their fallen heroes, to reflect on the profound sacrifices made for our freedom, and to offer support to Gold Star families in any way possible.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of Tarrant County to be affixed this 16th day of September 2025.

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 1
Department:	**Prepared By:** Alicia Green	**Approved By:** Manny Ramirez

SUBJECT:

Proclamation - National Co-Responder and Crisis Responder Week (Commissioner Ramirez)

See Attachment for Additional Information

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 1
Department:	**Prepared By:** Alicia Green	**Approved By:** Manny Ramirez

SUBJECT:

Proclamation - U.S. Constitution Week (Commissioner Ramirez)

See Attachment for Additional Information

Attachments

UNITED STATES CONSTITUTION WEEK.pdf

UNITED STATES CONSTITUTION WEEK

WHEREAS, September 17, 1787, marked the historic signing of the Constitution of the United States of America, a document that established the framework for our democracy; and

WHEREAS, the United States Constitution has endured for over two centuries as the supreme law of the land and a beacon of freedom for people around the world; and

WHEREAS, in 1956, the United States Congress established Constitution Week by Public Law 915, designating the week of September 17–23 each year to encourage Americans to study and reflect upon the rights and responsibilities of citizenship; and

WHEREAS, on September 20, **Fort Worth Chapter** and **Six Flags Chapter** of the **National Society Daughters of the American Revolution (NSDAR)** will commemorate Constitution Week with a **luncheon event**, honoring the signing of the Constitution and promoting civic awareness; and

WHEREAS, the luncheon will feature a patriotic **flag ceremony conducted by the Major K.M. Van Zandt Chapter of the National Society Sons of the American Revolution (NSSAR)**, in recognition of the enduring legacy of our Founding Fathers and the vital importance of the Constitution in the lives of each American;

NOW, THEREFORE, BE IT RESOLVED*, that we, the Commissioners Court of Tarrant County, do hereby proclaim the week of* September 17-23, 2025, as a period for all Americans to reconnect with the core principles of our democracy – liberty, justice, limited government, and individual rights – by commemorating the birth of the U.S. Constitution.

IN WITNESS WHEREOF, *we have hereunto set our hands and caused the Seal of Tarrant County to be affixed this 16th day of September 2025*.

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 3
Department: County Clerk	**Prepared By:** Vanessa Perez	**Approved By:** Chandler Merritt, County Administrator

SUBJECT:

Approval of Minutes September 3, 2025

See Attachment

Attachments

Minutes September 3, 2025.pdf

MINUTES

TARRANT COUNTY
COMMISSIONERS COURT

Minutes of the Commissioners Court, Regular Term - REGULAR MEETING
Wednesday, September 3, 2025, 10:00 AM

All items have been so ordered. Official documents on file with the County Clerk

On Wednesday, September 3, 2025, at 10:00 AM the Honorable Commissioners Court of Tarrant County, Texas met for Regular Term - Regular Meeting in the Commissioners Courtroom at the G.K. Maenius Administration Building in the City of Fort Worth.

I. CALL TO ORDER AND ROLL CALL

The Commissioners Court Clerk having called roll and a quorum being presented, Tim O'Hare, County Judge, called the meeting to order with members present:

PRESENT

Presiding - County Judge - Tim O'Hare

Commissioner, Precinct 1 – Roderick Miles, Jr.

Commissioner, Precinct 2 - Alisa Simmons

Commissioner, Precinct 3 - Matt Krause

Commissioner, Precinct 4 - Manny Ramirez

and County Clerk Mary Louise Nicholson, represented by her duly appointed Deputy April Hanks, when the following orders were made.

II. INVOCATION

The Invocation was given by Pastor Juan Contreras with MET Church in Fort Worth, Texas.

III. PLEDGES OF ALLEGIANCE TO THE UNITED STATES AND THE STATE OF TEXAS

IV. AGENDA ANNOUNCEMENTS

Items D1, J1, K3, L1, VIII1, Q2, R6, R12, R14, S2 and U1 were removed from the Consent Agenda.

V. COMMISSIONERS COURT ANNOUNCEMENTS

Commissioner Simmons invites all to attend the Enhanced Premium Tax Credit Town Hall Meeting at the Arlington Sub-Courthouse on September 10th from 8 a.m. to 10 a.m. and the Mental Health and Criminalization Town Hall Meeting on September 20th from 10 a.m. to 12 p.m. at the Arlington Sub-Courthouse.

Commissioner Krause welcomes all to attend the Empowering Seniors Event on October 2nd at the Will Rogers Event Center.

VI. PROCLAMATIONS, RESOLUTIONS AND PRESENTATIONS

(145805) 1. Employee Recognition (Judge O'Hare)

Motion to Receive and File made by Tim O'Hare and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(145806) 2. Memorial Resolution – Honoring Commissioner Gary Fickes (Commissioner Krause)

Motion to Approve made by Matt Krause and seconded by Alisa Simmons passing 5-0-0-0-0

(145807) 3. Resolution - Honoring Roger Fisher (Commissioner Krause)

Motion to Adopt made by Matt Krause and seconded by Manny Ramirez passing 5-0-0-0-0

VII. CONSENT AGENDA

Motion to Approve Consent Agenda as amended made by Manny Ramirez seconded by Roderick Miles, Jr. passing 5-0-0-0-0

A. Approval of the Minutes

(145808) 1. Approval of the Minutes of August 19, 2025

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

B. Administrator

(145809) 1. Designation of the Honorable Rick Barnes, Tarrant County Tax Assessor-Collector, as the Designated Official for Purposes Related to Tax Rate Development and Calculation for Tarrant County and the Tarrant County Hospital District

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

C. Archives

(145810) 1. Consideration to Accept a Map Cabinet Donation to the Tarrant County Archives

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

D. Auditor

(145859) 1. Receive and File the Tarrant County Financial Statements for the Ten Months Ended July 31, 2025

Item removed from the Consent Agenda.

One speaker spoke on this item.

Motion to Approve made by Tim O'Hare and seconded by Manny Ramirez passing 5-0-0-0-0

(145811) 2. Consideration of the Release of Depository Collateral

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

E. Budget and Risk Management

(145812) 1. Consideration of Fiscal Year 2025 Appropriation Adjustments

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(145813) 2. Consideration of Fiscal Year Grant Award from the Office of the Attorney General for the Bilingual Victim Assistance Coordinator Position for the District Attorney's Victim Services Unit

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(145814) 3. Consideration of Risk Management Board Minutes and Recommended Claims

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

F. Community Development

(145815) 1. Consideration of Fiscal Year 2024 Continuum of Care Program Subrecipient Agreements Between Tarrant County and Local Nonprofit Agencies to Support Homeless Assistance Projects in Tarrant County

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

G. County Clerk

(145816) 1. Receive and File the County Clerk's Monthly Report - July 2025

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

H. District Attorney

(145817) 1. Consideration of a Contract for Legal Services between Tarrant County, d/b/a the Tarrant County District Attorney’s Office and the Tarrant County Hospital District

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

I. Dispute Resolution

(145818) 1. Consideration of a Memorandum of Understanding Renewal Contract between Tarrant County and Tarrant County Child Protective Services Board for the Provision of Mediation Services for Cases Involving Child Protective Services Clients

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(145819) 2. Consideration of a Memorandum of Understanding between Tarrant County and the Hurst Euless Bedford Independent School District for the Provision of Mediation Services for Cases Involving Truancy in Tarrant County

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

J. Elections Administration

(145860) 1. Consideration of Appointments of County Election Judges and Alternate Election Judges and Rescission of Court Order No. 145431

Item was removed from the Consent Agenda.

Two speakers spoke on the item.

Two public participants wished to have their comments read regarding this item.

Motion to Approve made by Matt Krause and seconded by Manny Ramirez passing 5-0-0-0-0

K. Facilities Management

(145820) 1. Consideration of a Property Use Request for the Subcourthouse at Mansfield to Hold the Precinct 2 Halloween Fun Fest

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(145821) 2. Consideration of a Property Use Request from Justice of the Peace, Precinct 7 to Use the Subcourthouse at Mansfield to Conduct a Wedding on September 13, 2025

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(145861) 3. Consideration of a Building Renovation of the Voting Center/Training Room at the Elections Center at Premier Street

Item removed from the Consent Agenda.
One speaker spoke on this item.

Motion to Approve made by Alisa Simmons and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(145822) 4. Consideration of a Professional Services Contract with Bluefin, LLC, A Division of Mantis Innovation for Architectural Services for the Roof Replacement at the Corrections Center and Tim Curry Criminal Justice Center

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

L. HIV Administration

(145862) 1. Consideration of Fiscal Year 2025-2026 Texas Department of State Health Services HIV/Services Subrecipient Contract Renewal with AIDS Healthcare Foundation

Item removed from the Consent Agenda.

One speaker spoke on this item.

Court recessed at 11:05 a.m. and reconvened at 11:14 a.m.

Motion to Approve made by Tim O'Hare and seconded by Manny Ramirez passing 5-0-0-0-0

(145823) 2. Consideration of Amendment No. 3 to the Fiscal Year 2025-2026 Texas Department of State Health Services HIV/Services Grant Contract

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(145824) 3. Consideration of Amendment No. 3 to the Fiscal Year 2025-2026 Health Resources and Services Administration Ryan White Treatment Extension Act Part A Notice of Award

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(145825) 4. Consideration of Amendment No. 4 to the Fiscal Year 2025 Health Resources and Services Administration Ryan White Part C Notice of Award

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

VIII. Housing Assistance Office

(145863) 1. Consideration for Approval of Housing Assistance Payments Contracts and/or Contract Amendments between Landlords and Tarrant County, d/b/a Tarrant County Housing Assistance Office

Item removed from the Consent Agenda.

One speaker spoke on this item.

Motion to Approve made by Alisa Simmons and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

M. Human Resources

(145826) 1. Receive and File the Personnel Agenda

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

N. Judicial Courts

(145827) 1. Consideration of an Educational Affiliation Agreement between Tarrant County and Texas Tech University Regarding Social Work Students Participating in the Court Visitor Program in Probate Court No. 2

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

O. Juvenile Services

(145828) 1. Consideration of the Fiscal Year 2026 Contract between Tarrant County and MHMR of Tarrant County for the Provision of Systems Navigator Services

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(145829) 2. Consideration of the Fiscal Year 2026 Contract between Tarrant County and MHMR of Tarrant County for the Provision of Youth Mentoring Services to At-Risk Youth

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(145830) 3. Consideration of the Fiscal Year 2026 Contract Renewal between Tarrant County and MHMR of Tarrant County for the Provision of Clinical Management for Behavioral Health Services Drug Assessment Services

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(145831) 4. Consideration of the Fiscal Year 2026 Contract Renewal between Tarrant County and MHMR of Tarrant County for the Provision of Case Management Services Through a Full-Time Community Navigator

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(145832) 5. Consideration of the Fiscal Year 2026 Contract Renewal between Tarrant County and MHMR of Tarrant County for the Provision of Residential Substance Abuse Treatment at The Campus

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(145833) 6. Consideration of the Fiscal Year 2026 Contract Renewal between Tarrant County and MHMR of Tarrant County for the Provision of Multisystemic Therapy Services to At-Risk Youth

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(145834) 7. Consideration of the Fiscal Year 2026 Contract Renewal between Tarrant County and MHMR of Tarrant County for the Provision of Mental Health Assessment and Treatment Services for Residents at the Lynn W. Ross Juvenile Detention Center

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(145835) 8. Consideration of the Fiscal Year 2026 Contract Renewal between Tarrant County and MHMR of Tarrant County for the Provision of On-Site Psychiatric Services for Clients of Tarrant County Juvenile Services at the Lynn W. Ross Juvenile Detention Center

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(145836) 9. Consideration of the Fiscal Year 2026 Contract Renewal between Tarrant County and Lena Pope Home, Inc. for the Provision of Group Therapy Services for Juvenile Detention Residents at the Lynn W. Ross Juvenile Detention Center

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

P. Medical Examiner

(145837) 1. Consideration of Changes to the Tarrant County Medical Examiner Fee Schedule Effective Fiscal Year 2026

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

Q. Public Health

(145838) 1. Consideration of a Contract for Services between Tarrant County and Cook Children's Medical Center for the Provision of Diagnostic Radiology Services to Pediatric Clients of the Tarrant County Public Health Department Tuberculosis Prevention and Control Program

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(145865) 2. Consideration to Submit a Notice of Termination of the Fiscal Year 2025 Refugee Medical Screening Base Contract between Tarrant County and the U.S. Committee for Refugees and Immigrants

Item removed from the Consent Agenda.

One speaker spoke on this item.

One public participant wished to have their comment read regarding this item.

Motion to Approve made by Tim O'Hare and seconded by Matt Krause passing 3-2-0-0-0 Opposed by Roderick Miles, Jr., Alisa Simmons

(145864) Motion to Table made by Alisa Simmons and seconded by Roderick Miles, Jr. failed 2-3-0-0-0 Opposed by Tim O'Hare, Matt Krause, Manny Ramirez

R. Purchasing

(145839) 1. Bid No. F2024011 - Annual Contract for Automotive Transmission Repair and Service - Countywide - Various Vendors - Exercise Second and Final Option for Renewal - Same Hourly Rates

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(145840) 2. Bid No. F2024015 - Annual Contract for Vehicle Glass Repair and Replacement - Various Vendors - Exercise Second and Final Renewal - Same Firm Fixed Prices, Hourly Rates, and Discount from List Price

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(145841) 3. Bid No. F2024025 - Annual Contract for Tires and Tubes for Vehicles and Equipment - Countywide - Various Vendors - Exercise Second and Final Option for Renewal - Same Firm Fixed Prices and Discount from List Price

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(145842) 4. RFQ No. F2024099 - Annual Contract for Temporary Healthcare Personnel - Public Health - Various Vendors - Exercise First Option for Renewal - Same Contract Terms

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(145843) 5. Bid No. F2024190 - Annual Contract for Pest Control, Extermination, and Bee Removal Services - Facilities Management - Pest Proof Extermination - Exercise First Option for Renewal - Same Firm Fixed Prices

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(145866) 6. Bid No. F2025023 - Annual Contract for Cars, Pickup Trucks, SUVs, and Vans - Countywide - Various Vendors - Exercise First Option for Renewal - Same Firm Fixed Prices, Discount from List Price, and Markup for Parts

Item removed from the Consent Agenda.

One speaker spoke on this item.

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(145844) 7. Bid No. F2025066 - Annual Contract for Paint and Automotive Body Repair - Countywide - Various Vendors - Exercise First Option for Renewal - Same Per Adjustment from Appraisal

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(145845) 8. Bid No. F2025067 - Annual Contract for Tarrant County Branded Products - Countywide - Various Vendors - Exercise First Option for Renewal - Same Firm Fixed Prices and Discount from List Price

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(145846) 9. Consideration of Amendment No. 1 - RFP No. F2024185 - Annual Contract for School Based Delinquency Prevention - Juvenile Services - Lena Pope Home, Inc. - Per Contract Terms

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(145847) 10. Consideration of Amendment - Bid No. 2023-150 - Annual Contract for Armored Car Services - Countywide - Brinks, Inc

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(145848) 11. Consideration of Contract for Spindlemedia, LLC Subscription - Tax Assessor Collector

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(145867) 12. Consideration of Cooperative for Law Enforcement Body Cameras, Supplies, and Equipment - BuyBoard # 743-24 - Countywide - Axon Enterprises - Per Discount from List Price

Item removed from the Consent Agenda.

Two speakers spoke on this item.

Motion to Approve made by Manny Ramirez and seconded by Matt Krause passing 5-0-0-0-0

(145849) 13. Acknowledgement of Notification of Acquisition and Vendor Name Change of Translation & Interpretation Network, LLC to Lango LLC

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(145868) 14. Consideration of Tarrant County Purchasing Policies and Procedures Manual Revisions - Amendments of Sections 2, 6, 7, and 22

Item removed from the Consent Agenda.

One speaker spoke on this item.

Motion to Approve made by Matt Krause and seconded by Manny Ramirez passing 4-1-0-0-0 Opposed by Alisa Simmons

S. Tax Assessor-Collector

(145850) 1. Consideration of Three WebDealer Motor Vehicle License Agreements between Tarrant County, d/b/a Tarrant County Tax Assessor-Collector, and Bruckner Truck Sales, Bruckner P3905X, and NTX Direct LLC to Process Motor Vehicle Titles and Registration

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(145869) 2. Consideration of Tax Office Deputizations

Item removed from the Consent Agenda.

One speaker spoke on this item.

Motion to Approve made by Tim O'Hare and seconded by Matt Krause passing 5-0-0-0-0

(145851) 3. Consideration of Property Tax Refunds

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(145852) 4. Consideration of Property Tax Waivers of Penalty and Interest

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

T. Transportation

(145853) 1. Request for Public Hearing - Tuesday, September 16, 2025, 10:00 A.M. - To Consider Establishing a Speed Limit of 35 MPH on Grants Lane - Precinct 4

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(145854) 2. Consideration of Final Plat – Timber Wolf Valley – Precinct 2

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(145855) 3. Receive and File - Building Line Adjustment Board Minutes - August 8, 2025

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

U. Commissioner Precinct 2

(145870) 1. Consideration of a Professional Services Agreement with Core Performance 38:16 for the Provision of Staff Development and Community Engagement Services Benefiting the Residents of Tarrant County and Finding of a Direct Public Purpose

Item removed from the Consent Agenda.

Motion to Approve made by Alisa Simmons and seconded by Roderick Miles, Jr. failed 2-3-0-0-0 Opposed by Tim O'Hare, Matt Krause, Manny Ramirez

V. Commissioner Precinct 3

(145856) 1. Consideration of Interlocal Agreement with the City of Southlake to Rehabilitate and Resurface Brock Drive from FM 1709 to Cul-de-Sac

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(145857) 2. Consideration to Begin Interlocal Agreement with the City Southlake to Rehabilitate and Resurface Brock Drive from FM 1709 to Cul-de-Sac

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

W. Various Claims and Addendum

(145858) 1. Approval of Claims and Addendums

Motion to Approve made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

IX. PUBLIC HEARINGS

(145871) 1. Public Hearing - To Consider Sufficiency of Petition Requesting Creation of Tarrant County Fresh Water Supply District No. 3

Public Hearing opened and closed at 12:08 p.m. with no audience participation.

Motion to Close made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(145872) 2. Public Hearing - To Consider Authorizing the Installation or Replacement of Various Stop Signs - Precinct 2

Public Hearing opened and closed at 12:10 p.m. with no audience participation.

Motion to Close made by Tim O'Hare and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(145873) 3. Public Hearing - To Consider Authorizing Multiple Stop Signs within the Newark Ranch Subdivision - Precinct 4

Public Hearing opened and closed at 12:11 p.m. with no audience participation.

Motion to Close made by Tim O'Hare and seconded by Manny Ramirez passing 5-0-0-0-0

(145874) 4. Public Hearing - To Consider Establishing Two School Zones within the Crowley Independent School District - Precinct 2

Public Hearing opened and closed at 12:12 p.m. with no audience participation.

Motion to Close made by Tim O'Hare and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(145875) 5. Public Hearing - To Consider the Draft Tarrant County Program Year 2024 Consolidated Annual Performance and Evaluation Report (Community Development)

Public Hearing opened and closed at 12:10 p.m. with no audience participation.

Court recessed at 12:13 p.m. and reconvened at 12:27 p.m.

Motion to Close made by Tim O'Hare and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

X. REPORTS AND BUSINESS

A. Administrator

(145876) 1. Action Concerning the Submission of Tarrant County's No-New Revenue and Voter-Approval Tax Rates for Tax Year 2025; Discussion of a Proposed Tax Rate for Tax Year 2025 and Take a Record Vote on the Proposed Tax Rate; and If Necessary, Call Public Hearings and/or Post Notices Regarding the Tax Rate

Three speakers spoke on this item.

Motion to Receive and file the proposed no-new revenue and voter-approval tax rates for Tarrant County, Adopt the tax rate at $0.1862, and Approve posting of a notice of meeting to vote on the tax rate made by Tim O'Hare and seconded by Matt Krause passing 3-2-0-0-0 Opposed by Roderick Miles, Jr., Alisa Simmons

(145879) 2. Action Concerning the Submission of the Tarrant County Hospital District's No-New Revenue and Voter-Approval Tax Rates for Tax Year 2025; Discussion of a Proposed Tax Rate for Tax Year 2025 and Take a Record Vote on the Proposed Tax Rate; and If Necessary, Call Public Hearings and/or Post Notices Regarding the Tax Rate

Commissioner Simmons made a motion to amend the motion that Judge presented and to set the JPS tax rate ceiling at $0.17417. Judge deemed the amended motion improper.

Court recessed at 2:17 p.m. and reconvened at 2:29 p.m.

Motion to Approve posting of a notice of meeting to vote on the tax rate made by Tim O'Hare and seconded by Matt Krause passing 5-0-0-0-0
(145878) Motion to Receive and file the proposed no-new revenue and voter-approval tax rates for the Tarrant County Hospital District made by Tim O'Hare and seconded by Matt Krause passing 5-0-0-0-0
(145877) Motion to Adopt a tax rate ceiling for JPS of 16.5 cents which is less than one penny below the one that was in their budget and instead of them having a profit in their budget of $151 million dollars that would take them down to a profit in their budget of approximately $124 million and change made by Tim O'Hare and seconded by Matt Krause passing by 3-2-0-0-0 Opposed by Roderick Miles, Jr., Alisa Simmons

(145880) 3. Consideration to Create Tarrant County Fresh Water Supply District No. 3 and Appointment of Temporary Supervisors to the Board of the District

Motion to Create Tarrant County Fresh Water Supply District No. 3 and Appoint Scott Womack, Chris Jameison, Michael Bradley, Camille Booth and Remington Garfield as the Temporary Supervisors to the Board of the District made by Manny Ramirez and seconded by Matt Krause passing 5-0-0-0-0

(145881) 4. Consideration of Out of State Travel Requests

Motion to Approve made by Roderick Miles, Jr. and seconded by Matt Krause passing 5-0-0-0-0

B. Purchasing

(145882) 1. RFP No. F2025146 - Annual Contract for Elevator Preventative Maintenance and Repair - Facilities Management - Various Vendors - Per Contract Terms- 2:32 PM

Motion to Approve made by Matt Krause and seconded by Alisa Simmons passing 5-0-0-0-0

(145886) 2. Bid No. F2025165 Annual Contract for Welding Equipment and Industrial and Medical Gases - Countywide - Meritus North Texas - Per Unit Price-

Motion to Approve made by Matt Krause and seconded by Alisa Simmons passing 5-0-0-0-0

(145887) 3. Bid No. F2025170 - Purchase of Cart Movers - Elections Administration - Elite Material Handling, LLC-

Motion to Approve made by Matt Krause and seconded by Alisa Simmons passing 5-0-0-0-0

(145888) 4. RFP No. F2025172 - Construction of Open Parking Garage at Precinct 2 - Facilities Management-Construction Services - Fast-Trak Construction, Inc.-

Motion to Approve made by Matt Krause and seconded by Alisa Simmons passing 5-0-0-0-0

(145889) 5. Bid No. F2025175 - Annual Contract for Emulsions - Countywide - Ergon Asphalt & Emulsions, Inc. - Per Unit Price and Discount from List Price-

Motion to Approve made by Matt Krause and seconded by Alisa Simmons passing 5-0-0-0-0

(145890) 6. Bid No. F2025184 - Annual Contract for Mechanical and Plumbing Services - Countywide - Various Vendors - Per Hourly Rates and Markup for Parts-

Motion to Approve made by Matt Krause and seconded by Alisa Simmons passing 5-0-0-0-0

(145891) 7. Bid No. F2025197 - Annual Contract for Voter Registration Certificate Cards, Confirmation Notices, and Pre-Printed Stock - Elections Administration - Various Vendors - Per Unit Price-

Motion to Approve made by Matt Krause and seconded by Alisa Simmons passing 5-0-0-0-0

(145892) 8. Bid No. F2025185 - G.K. Maenius Administration Building Domestic Pumps Replacement for Facilities Management - Freer Mechanical, Inc.-

Motion to Approve made by Matt Krause and seconded by Alisa Simmons passing 5-0-0-0-0

(145893) 9. Bid No. F2025196 - Irrigation Replacement at Precinct 1 Road and Bridge Maintenance Facility - Precinct 1 - Concord Commercial Services, Inc.-

Motion to Approve made by Matt Krause and seconded by Alisa Simmons passing 5-0-0-0-0

(145894) 10. RFQ No. F2025190 - Annual Contract for HVAC Test, Adjust, Balance, and Professional Engineering Services - Facilities Management - Various Vendors - Per Contract Terms-

Motion to Approve made by Matt Krause and seconded by Alisa Simmons passing 5-0-0-0-0

(145883) 11. Permission to Take Bids-RFPs

Motion to Approve made by Roderick Miles, Jr. and seconded by Manny Ramirez passing 5-0-0-0-0

C. Commissioner Precinct 2

(145884) 1. Consideration to Approve Proposed Early Voting Polling Locations for the November 4, 2025 Joint Special and Constitutional Amendment Election

Ten speakers spoke on this item.

Twenty-three public participants wished to have their comments read regarding this item.

Motion to Approve proposed Early Voting Polling Locations for the November 4, 2025 Joint Special and Constitutional Amendment Election and add these locations: Southside Community Center in Pct. 1, North Heights in Pct. 1, Everman Civic Center in Pct. 1, Brookside Convention Center in Pct. 3, Haltom City Senior Center in Pct. 4, Northside Community Center and Diamond Hill/Jarvis Library made by Roderick Miles Jr., and seconded by Alisa Simmons failed 2-3-0-0-0 Opposed by Tim O'Hare, Matt Krause, Manny Ramirez

(145885) 2. Consideration to Approve Proposed Election Day Polling Locations for the November 4, 2025 Joint Special and Constitutional Amendment Election

Six speakers spoke on this item.

Twenty-five public participants wished to have their comments read regarding this item.

Motion to Approve proposed Election Day Polling Locations for the November 4, 2025 Joint Special and Constitutional Amendment Election and to add these Election Day Polling Locations: Victory Temple Worship Center, Janet Brockett Elementary School, Eastern Hills High School, Louise Cabaniss Academy of Young Scholars, Christ Cathedral Church, Glenn Harmon Elementary School, Agape Metropolitan Community Church, Carter Park Elementary School, Harlean Beal Elementary School, Sagamore Hill Elementary School, W. M. Green Elementary School, Beth Eden Missionary Baptist Church, A.M. Pate Elementary School, Richard J. Wilson Elementary School, Paul Laurence Dunbar High School, D. McRae Elementary School, Hubbard Heights Elementary School, Tarrant County College Southeast Campus, Ferguson Education Center, Floyd Gunn Junior High School/ Fine Arts and Dual Language Academy, Central YMCA, Alpha International Seventh-day Adventist Church, Arlington ISD Dan Dipert Career & Technical Center, Elks Lodge 2114, Grace Fellowship Baptist Church, Myrtle Thronton Elementary School, Ethel Goodman Elementary School, Louise Blanton Elementary School, South Euless Elementary School, Calvary Baptist Church, M.G. Ellis Elementary School, Riverside Applied Learning Center, Rufino Mendoza, Sr. Elementary School, Iglesia Palabra de Amor, Greenway Church, Moose Lodge 1889 Haltom City, West Birdville Elementary School, and these Early Voting Polling Locations: Southside Community Center, Worth Heights Community Center, Everman Civic Center, Brookside Convention Center, Haltom City Senior Center, Northside Community Center and Diamond Hill/Jarvis Library made by Alisa Simmons and seconded by Roderick Miles, Jr. failed 2-3-0-0-0 Opposed by Tim O'Hare, Matt Krause, Manny Ramirez

XI. Appointments to Various Boards

XII. BRIEFING

1. Tarrant County Hospital District, d/b/a JPS Fiscal Year 2026 Budget Presentation

2. Operational Impact of Tarrant County Redistricting

One speaker spoke on this item.

One public participant wished to have their comment read regarding this item.

3. Tarrant County Sheriff's Office Update Regarding Incidents in the County Jail

Four speakers spoke on this item.

One public participant wished to have their comment read regarding this item.

XIII. PUBLIC COMMENTS

1. Public Comments

Bishop Kirkland spoke on the court members and leadership.

One speaker, Suzanne, spoke on election, mail-in ballots and voting machines.

Buff Kizer spoke on election ballots.

Nan Terry thanked the county employees who are responsible for the new software related to the agenda.

Ebony Turner spoke about sheriff, voting machines and mail-in ballots.

Joe Palmer spoke about jail deaths.

Robert Vann spoke about election voting.

Doreen Geiger spoke about voting by mail.

Estella Williams speaker spoke about voter suppression.

Four public participants wished to have their comment read regarding elections, polling locations, voting machines and mail-in ballots.

XIV. ANNOUNCEMENTS AND COMMENTS

XV. CLOSED MEETING

Commissioners Court recessed into Closed Session at 3:59 p.m.

A. Pending or Contemplated Litigation

1. Anthony Johnson v. Tarrant County, et al., Case No. 4:24-cv-686-O-

2. Jason McCaffity – Civil Service-

3. Grisham v. O'Hare, et al., Case No. 4:25-cv-716-Y-

4. Kenisha Williams v. Tarrant County, Case No. 48-355441-24-

B. Advice of Counsel

C. Real Estate Matters

D. Contract Deliberations

E. Personnel Matters

F. Security Related Issues

G. Economic Development Prospects

XVI. COMMISSIONERS COURT RECONVENED

Commissioners Court Reconvened at 4:37 p.m.

Honorable Tim O'Hare, County Judge, Presiding

Roderick Miles Jr, Commissioner Precinct 1, Present

Alisa Simmons, Commissioner Precinct 2, Present

Matt Krause, Commissioner Precinct 3, Present

Manny Ramirez, Commissioner Precinct 4, Absent

XVII. ADJOURNMENT

Commissioners Court was adjourned at 4:37 p.m.

APPROVED BY:_____

Tim O'Hare, County Judge

SUBMITTED BY: Mary Louise Nicholson, County Clerk

BY:_____

April Hanks, Deputy

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 1
Department: Administrator	**Prepared By:** Joshua Underwood	**Approved By:** Linda Castillo

SUBJECT:

Consideration of Letters of Engagement, Business Associate Agreement, and Confidentiality Agreement with Weaver and Tidwell, LLP for the Fiscal Year 2025 Annual Financial Audit

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that Commissioners Court approve the attached Letters of Engagement, Business Associate Agreement, and Confidentiality agreement between Tarrant County and Weaver and Tidwell LLP for purposes of performing the annual financial audit for the fiscal year ending September 30, 2025.

BACKGROUND

On September 4, 2024, through Court Order No. 143807, the Commissioners Court awarded RFP No. F2024133, Annual Contract for the Financial Audit of Tarrant County, to Weaver and Tidwell LLP, beginning with fiscal year 2024 with four (4) options for annual renewal.

On December 3, 2024, through Court Order No. 144353, the Commissioners Court approved the letters of engagement and business associate agreement with Weaver and Tidwell, LLP for the fiscal year 2024 annual financial audit.

On June 3, 2025, through Court Order No. 145359, the Commissioners Court approved the renewal of RFP F2024133 for another twelve (12) month period.

This engagement is the second audit year under the award. The attached Engagement Letters detail the services to be provided for the financial audit for the fiscal year ending September 30, 2025 (FY 2025).

As set forth in the Engagement Letters, the firm's fee is $351,850.00 which includes the Single Audit report of eight (8) major programs (4 Federal and 4 State). If additional major program audits are required, the cost per additional program will be $13,500 each for either Federal or State.

FISCAL IMPACT

Fees for the audit reports are as follows:

Financial Audit (Includes Tarrant County Health Facilities Development Corporation (TCHFDC), Tarrant County Housing Finance Corporation (TCHFC), Tarrant County Cultural Education Facilities Finance Corporation (TCCEFFC) and Tarrant County Industrial Development Corporation (TCIDC) as part of the County financial statements.)	$204,000

Single Audit (8 major programs: 4 Federal and 4 State)	108,000
Audit of Texas Juvenile Justice Department funds (TJJD)	17,900
Audit of Texas Department of Criminal Justice Community Justice Assistance Division funds (CSCD)	20,000
REAC report (Tarrant County Housing Administration Office)	1,950
	$351,850

Audit reports fees for grants, programs, or corporations are allocated for payment as follows:

Grants/Programs/Corporations	Amount	Account
TJJD Grant Fund Audit Report	$ 17,900	562011/10020-2024/2610110000/P0050-2026
TDCJ-CJAD Programs Audit Report	$ 20,000	562011/GCJAD-2004/2510100000/C0010-2026
TCHAO	$ 1,950	562011/Grant-2004/5590100000/R0014-2026
TC Health Facilities	$ 3,500	208000/10000-2026 TCHFDC
TC Cultural Education Facilities	$ 3,500	208000/10000-2026 TCCEFFC
TC Housing Finance Corp.	$ 3,500	TCHFC will be invoiced separately**
TC Industrial Development Corp.	$ 500	TCIDC will be invoiced separately**
General Fund	$301,000	562011/10000-2026/1140100000

*** TCHFC and TCIDC audit fee rate is included in the County's financial audit fee but will be reimbursed from TCHFC and TCIDC*

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____

District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $351,850.00, $308,000.00 Contingent upon Commissioners Court approval of FY26 Budget

County Auditor

Attachments

TC Engagement Letter FINAL 9.5.25.pdf
2025 TCPH BAA_Weaver Tidwell.pdf
Weaver Confidentiality Agreement_Tarrant County.pdf
TC 2025 TJJD Audit EL FINAL 9.5.25.pdf
TC CSCD Audit EL FINAL 9.5.25.pdf
TC REAC Audit EL FINAL 9.5.25.pdf

weaver
Assurance · Tax · Advisory

September 5, 2025

Honorable Tim O'Hare, County Judge
Mr. Chandler M. Merritt, County Administrator
Tarrant County, Texas
100 E. Weatherford St.
Fort Worth, Texas 76196

Dear Mr. O'Hare and Mr. Merritt:

Weaver and Tidwell, L.L.P. ("our", "us", and "we") will perform an audit of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Tarrant County, Texas (the County), as of September 30, 2025 and for the year then ended and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents.

In addition, we will audit the County's compliance over major federal and state award programs for the period ended September 30, 2025.

Accounting principles generally accepted in the United States of America ("U.S. GAAP"), as promulgated by the Governmental Accounting Standards Board ("GASB") require that management's discussion and analysis and budgetary comparison information, among other items, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by GASB, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information ("RSI") in accordance with auditing standards generally accepted in the United States of America ("U.S. GAAS"). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedule – General Fund
3. Budgetary Comparison Schedule – Road and Bridge Fund
4. Schedule of County Pension Contributions
5. Schedule of Changes in Net Pension Liability and Related Ratios
6. Schedule of Changes in OPEB Liability and Related Ratios
7. Schedule of Pension Contributions – TCHD
8. Schedule of Changes in Net Pension (Asset) Liability and Related Ratios – TCHD

Supplementary information other than RSI will accompany the County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal and State Awards
2. Combining Nonmajor Governmental Fund Statements
3. Combining Internal Service Fund Statements
4. Budgetary Compliance Schedules
5. Combining Fiduciary Fund Statements

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

1. Introductory Section
2. Statistical Section

We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter.

Applicable Standards and Framework

The auditing standards applicable to this engagement will be U.S. GAAS (generally accepted auditing standards in the United States of America) and, if applicable, the Government Auditing Standards ("GAGAS"), any state or regulatory audit requirements, the Single Audit Act Amendments of 1996, and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance") and the Texas Grant Management Standards (TxGMS).

The financial reporting framework applicable to this engagement is U.S. GAAP (generally accepted accounting principles in the United States of America).

Engagement Objective

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion and to report on the fairness of the supplementary information referred to above when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with applicable auditing standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user of the financial statements.

Our Responsibilities

We will conduct our engagement in accordance with the applicable standards described above. As part of an engagement conducted in accordance with the applicable standards, we exercise professional judgment and maintain professional skepticism throughout the engagement.

We also do the following:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the system of internal control. However, we will communicate to you in writing concerning any significant

deficiencies or material weaknesses in internal control relevant to the audit that we have identified during the engagement.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the ability to continue as a going concern for a reasonable period of time.

If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of assets, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we may request written representations from your attorneys, and they may bill you for responding.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may exist and not be detected, even though the audit is properly planned and performed in accordance with applicable standards.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

The accompanying supplementary information referred to above will be presented for purposes of additional analysis and is not a required part of the financial statements. Such information will be subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with applicable standards. Our auditor's report will provide an opinion on the supplementary information in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

Our responsibilities for this engagement are limited to the period covered by our engagement and do not extend to any other periods. Our engagement also does not include consultation with you on the adoption of new accounting standards or any future increased duties we may have because of the actions of any regulatory body, implementation of any new auditing standard, or occurrence of an unknown or unplanned significant transaction.

Jackie Gonzalez is the engagement partner or equivalent for the attest services specified in this letter and is responsible for supervising our services performed as part of this engagement and signing or authorizing another qualified firm representative to sign our report.

We expect to begin our procedures in September 2026 and issue our reports over the County's basic financial statements and the County's compliance with major federal and state awards programs no later than in March 2026 and June 2026, respectively. We will issue a written report only upon completion of our engagement. Our report will be addressed to The Honorable County Judge and Commissioners Court of the County.

We cannot provide assurance that an unmodified audit opinion will be expressed. Circumstances may arise in which it may be necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraphs, delay the

initiation or completion of our engagement, or withdraw from the engagement. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance.

If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from the engagement.

GAGAS

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will consider the County's internal control over financial reporting and perform tests of the County's compliance with the provisions of applicable laws, regulations, contracts, and grant agreements that could have a direct and material effect on the determination of financial statement amounts.

In accordance with the requirements of GAGAS, we will also issue a written report describing the scope of our testing over internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and grant agreements, including the results of that testing. However, providing an opinion on internal control over financial reporting and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Uniform Guidance and TxGMS

Our audit of the County's major federal and state award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the provisions of the Uniform Guidance and TxGMS (including the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County's major programs).

Our procedures will include tests of accounting records and a determination of major federal and state award programs in accordance with the Uniform Guidance and TxGMS. We will also perform other procedures we consider necessary to enable us to obtain reasonable assurance about whether the County complied with applicable laws, regulations, and provisions of contracts and grant agreements applicable to major federal and state award programs, so that we may express an opinion or disclaimer of opinion on major federal and state award program compliance and render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

Also, as required by the Uniform Guidance and TxGMS, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the County's major federal and state award programs. Our report will include any significant deficiencies and material weaknesses identified. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

Third-Party Service Providers

Depending on the requirements of this engagement, we may use the services of our affiliate, Weaver and Tidwell India LLP, a limited liability partnership incorporated in India, or one or more other third-party service providers to assist us. Before sharing confidential information with those service providers, we will (i) secure agreements to maintain the confidentiality of such information and ensure the information is only used for the purpose of assisting us with the performance of this engagement and (ii) take commercially reasonable precautions to determine the service providers have appropriate procedures in place to prevent the unauthorized disclosure of the information.

If we use such service providers, we will remain responsible for all work performed and any breach of our confidentiality arrangements by those service providers.

Management's Responsibilities

Our engagement will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility for:

a. the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework described above;
b. the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
c. the design, implementation, and maintenance of programs and controls to prevent and detect fraud;
d. informing us of any known or suspected fraud involving management, employees with significant roles in the system of internal control and others where fraud could have a material effect on the financial statements (including any allegations of fraud or suspected fraud received in communications from employees, former employees, regulators, or others);
e. providing us with:
    i. access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal and state award programs, such as records, documentation, and other matters;
    ii. additional information that we may request from management for the purpose of the engagement; and
    iii. unrestricted access to persons from whom we determine it necessary to obtain evidence;
f. including our report, and our report on any supplementary information if described above, in any document containing financial statements that indicates that such financial statements have been audited by us;
g. identifying and ensuring compliance with the laws and regulations applicable to activities;
h. adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
i. maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
j. the accuracy and completeness of all information provided;
k. with regard to the supplementary information referred to above: (a) the preparation of the supplementary information in accordance with the applicable criteria; (b) providing us with the appropriate written representations regarding supplementary information; (c) including our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) presenting the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon;
l. the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to violations of laws, governmental regulations, grant agreements, or contractual agreements;
m. identifying all federal and state awards expended during the period;
n. providing us with access to all information of which management is aware that is relevant to federal and state award programs;

o. preparing the schedule of expenditures of federal and state awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and TxGMS;
p. the design, implementation, and maintenance of internal control over compliance;
q. identifying and ensuring that County complies with laws, regulations, grants, and contracts applicable to its activities and its federal and state award programs;
r. following up and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
s. following up and taking corrective action on current period audit findings and preparing a corrective action plan for such findings;
t. submitting the reporting package and data collection form to the appropriate parties;
u. making us aware of any significant vendor relationships where the vendor is responsible for program compliance;
v. informing us of facts that may affect the financial statements of which you may become aware during the period from the date of our report to the date the financial statements are issued; and
w. confirming your understanding of your responsibilities in this letter to us in your management representation letter.

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we request.

If we agree herein or otherwise to perform any non-attest services (such as tax services or any other non-attest services), you agree to assume all management responsibilities for those services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. We will perform any such non-attest services in accordance with applicable professional standards.

During the course of our engagement, we will request information and explanations from management regarding operations, internal controls, future plans, specific transactions and accounting systems and procedures. At the conclusion of our engagement, we will also require, as a precondition to the issuance of our report, that management provide certain representations in a written letter concerning representations made to us in connection with our engagement. You agree that as a condition of our engagement, management will, to the best of its knowledge and belief, be truthful, accurate and complete in all representations made to us during the course of the engagement and in the written representation letter. The procedures we perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. False or misleading representations could cause us to expend unnecessary efforts in the engagement; or, worse, could cause a material error or a fraud to go undetected by our procedures.

The hiring of, or potential employment discussions with, any of our personnel could impair our independence. Accordingly, you agree to inform the engagement partner prior to any such potential employment discussions taking place.

Fees and Invoicing

We estimate the fee for this engagement will be $204,000 and the fee for the single audit report will be $13,500 per major program.

The total fee for our services will be determined by the complexity of the work performed and the tasks required. Individual hourly rates vary according to the degree of responsibility involved and the skills required and are subject to periodic review and change. It is understood that neither our fees nor the payment thereof will be contingent upon the results of this engagement.

Our fee estimate is based on anticipated cooperation from all involved and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss the reasons with you and arrive at a new fee estimate before we incur the additional costs.

In addition to the fee for our services, reasonable and necessary out-of-pocket expenses we incur (such as parking, reproduction and printing, postage and delivery, and out-of-market travel, meals, and accommodations) will be invoiced at cost. At this time, we do not anticipate incurring substantial expenses.

We will also invoice for reasonable and necessary time and out-of-pocket expenses we incur to respond to any request (such as a subpoena, summons, court order, or administrative investigative demand) pertaining to this engagement in a legal matter to which we are not a party. Our time to facilitate the response will be billed at our then-current standard hourly rates, and our expenses (including attorney's fees) will be billed at cost. If we agree to perform additional substantive services related to or arising out of the request, such matters may be the subject of a new engagement letter.

Our invoices for this engagement will be rendered each month as work progresses. Our invoices are payable in accordance with Texas Government Code § 2251.021, if applicable.

Documentation and Deliverable

The documentation we prepare pertaining to and in support of this engagement is our property and constitutes confidential information.

If you intend to make reference to our firm or include a report or portion of a report we issue in a published document or other reproduction that includes a modified version of the report or financial information to which it was attached, you agree to provide us with printers' proofs or masters for our review and approval before reproducing. You also agree to provide us with a copy of the final reproduced material for our written approval before it is distributed. If, in our professional judgment, the circumstances require, we may withhold our approval. This requirement does not pertain to distributing unmodified reports along with the attached financial information or dissemination of your financial information as a standalone document, such as on your website.

Unless we provide you with written consent in advance of such use, reports we issue are not intended to and should not be provided or otherwise made available for use in connection with the sale of debt or other securities. If, in our professional judgment, the circumstances require, we may withhold our consent.

Consistent with professional standards, our firm is subject to peer review and inspection by the PCAOB. Those programs require that our system of quality management and a sample of our work be periodically examined by another independent accounting firm or the PCAOB, respectively. A copy of our latest external peer review report is available at peerreview.aicpa.org. The work we perform for you may be selected for review. If it is, we will provide the reviewers with the required information without notice to you. Professional standards and PCAOB regulations provide the applicable confidentiality requirements.

[Signatures on Next Page]

Incorporated General Terms

Attached are our General Terms that provide additional terms (including but not limited to provisions on confidentiality, limitations on liability, indemnifications, dispute resolution, jury waiver, etc.) for this engagement. Those terms are incorporated and apply to all services described herein.

We appreciate the opportunity to assist you and look forward to working with you and your team.

Sincerely,

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.
Fort Worth, Texas

Please sign and return a copy of this letter to indicate acknowledgment of, and agreement with, the arrangements for our engagement as described herein, including each party's respective responsibilities. By signing below, the signatory also represents that they have been authorized to execute this agreement.

Tarrant County, Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

GENERAL TERMS

1. **Expenses.**

In addition to the fee for our services, reasonable and necessary out-of-pocket expenses we incur (such as parking, reproduction and printing, postage and delivery, and out-of-market travel, meals, and accommodations) will be invoiced at cost. The total amount stated on each invoice will include a separate administrative and technology charge. The charge represents an estimated allocation of our support personnel, telecommunication, and technology infrastructure expenses. The amount stated on each invoice will also include any sales, use, gross receipts, excise, or other transaction tax imposed on our fees or expenses.

2. **Payment.**

Any disagreement with the charges must be communicated to us in writing within thirty (30) days of the invoice date, after which any right to contest the invoices will be waived. For invoices not paid within sixty (60) days of the invoice date, a late charge will be added to any uncontested outstanding balance. The late charge will be assessed at a rate of half a percent (0.5%) of the unpaid balance per month. If invoices are not paid within ninety (90) days of the invoice date, this engagement (and any other engagements for the same party) will be placed on hold and we will stop work until the balance is brought current, or we may withdraw, and we will not be liable for any damages that may result.

3. **Term.**

A. This engagement ends at the earlier of the completion of our services described above, the provision of any deliverables described above, or the termination of this engagement. Any party may earlier terminate this engagement at any time with ten (10) days' written notice to the other party. If the engagement is terminated, our engagement will be deemed to have been completed upon written notification of termination, and we will be paid for our time expended and expenses incurred through the date of termination.

B. If we are requested to perform additional services not addressed in this engagement letter, we will communicate our ability to perform the services, the scope of additional services we agree to perform, and the fee arrangements we would use. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting the arrangement for performance of such additional services, those services will continue to be governed by the terms of this engagement letter.

4. **Ethical Conflict Resolution.**

In the unlikely event that circumstances occur which we in our sole discretion believe could create a conflict with either the ethical standards of our firm or the ethical standards of our profession in continuing our engagement, we may suspend our services until a satisfactory resolution can be achieved or we may resign from the engagement. We will provide notice of such conflict as soon as practicable and discuss any possible means of resolving the conflict prior to suspending our services.

5. **Non-Solicitation of Our Staff.**

We value every one of our partners, employees, and contractors and have spent a great deal of time and resources to locate, train, and retain those individuals. Accordingly, during the term of this engagement letter and for two (2) years after the later of the termination of this engagement letter or conclusion of the performance of all of our services performed hereunder, no party, whether voluntarily or involuntarily, directly or indirectly, will solicit to employ or engage, on a partner, employee, contractor, or other basis, any of our partners, employees, or contractors who perform these services, without obtaining the prior written consent of our CEO or COO. This section shall not apply to a solicitation by general advertisement (e.g. website, social media posting, newspaper, etc.) or any employment or engagement resulting therefrom.

6. **Confidentiality.**

A. During the course of this engagement, the parties may disclose to each other, orally, in writing, or otherwise, information that is identified as or which is otherwise categorized by law as proprietary, confidential, or privileged ("Confidential Information"). Confidential Information does not include material which (i) is in the public domain through no fault of the receiving party, (ii) was already known to the receiving party before it was first disclosed to the receiving party by or on behalf of the disclosing party related to this engagement, (iii) is received by the receiving party from third-parties without confidentiality restrictions, unless those third-parties were acting for or on behalf of the disclosing party related to this engagement, or (iv) is developed by the receiving party independently of, and without reference to, any Confidential Information communicated to the receiving party by or on behalf of the disclosing party. We will use the Confidential Information disclosed to us during this engagement solely to perform services for which we have been engaged.

B. We may be requested to make the Confidential Information available to regulators and other government agencies, pursuant to authority given by law or regulation. Responding to many such requests is mandatory. In those

cases, access to such Confidential Information will be provided under our supervision and we may, upon their request, provide the regulator or agency with copies of all or selected portions of the Confidential Information. The requesting party may intend or decide to distribute the copies or information contained therein to others, including other regulators or agencies.

C. Unless otherwise stated herein, prohibited by law or direction of law enforcement, or agreed in writing, the parties will (i) provide prompt notice of any request received to make Confidential Information pertaining to this engagement, including any of our work product, available to outside parties not involved in the performance of these services and (ii) obtain written consent from the affected party before disclosing the Confidential Information in response to the request. If consent is withheld, the parties will cooperate with any lawful efforts taken to minimize the disclosure or protect the Confidential Information.

D. We will invoice for reasonable and necessary time (at our then-current standard hourly rates) and out-of-pocket expenses (including attorney's fees) we incur to respond to any request (such as a subpoena, summons, court order, or administrative investigative demand) pertaining to this engagement in a legal matter to which we are not a party. If we agree to perform additional substantive services related to or arising out of the request, such matters may be the subject of a new engagement letter.

E. The parties agree to maintain Confidential Information using the same standard of care each uses to protect its own information of like importance but in no case less than a reasonable standard of care.

F. All rights to Confidential Information (including patent, trademarks, copyrights, or other intellectual property rights) shall remain vested in the disclosing party, and no rights in the Confidential Information are vested in the receiving party, except the limited right to use the Confidential Information solely to perform its obligations or exercise its rights under this engagement letter.

G. We will return or destroy the Confidential Information upon the disclosing party's request within a reasonable period of time, except that we will maintain any copies of the Confidential Information for the period necessary to comply with any applicable laws or professional standards and our own document retention policy (e.g. we will maintain our workpapers for seven (7) years from the date of any attest report we issue). Following such a period, we may destroy the Confidential Information without notice.

H. We may at times provide (i) documents marked as drafts or (ii) preliminary or ancillary information or advice (not included in a final deliverable). Those documents, information, and/or advice are for review and consideration purposes only and should not be relied upon or distributed, and should be destroyed, unless otherwise required by law. If further analysis, information, or advice is desired, we will be informed in writing. We may assist if the matter is within our expertise. Unless already encompassed by the scope of our engagement letter, if we agree to provide such further assistance, our services will be handled as additional services in the manner described above.

I. We may transmit and store data via email, the cloud, or other electronic and Internet-based mechanisms to facilitate this engagement. Please be aware that those mediums inherently pose a risk of misdirection or interception of Confidential Information. Any request to limit such transmissions or use a different means of transmission or storage must be made in writing and we will not be responsible for any resulting compromise in data security.

J. We do not act as the host or repository of financial or non-financial information or as an information back-up service provider for our clients. It is the responsibility of our clients to maintain a complete set of their own financial and non-financial data and records. If some portion of the data and records is contained only within our files, inform us before the issuance of our deliverable and we will provide a copy.

K. Unless otherwise stated herein or agreed in writing, neither this engagement nor engagement letter is intended for the benefit of any third party. Any party may inform us of any third party who will receive our deliverable. If we are not informed in writing by a party, we are not aware of the identity of such third parties and we do not anticipate their reliance upon our professional services or deliverable unless otherwise agreed in writing.

7. **Limitations on Liability and Indemnifications.**

A. Each party to this engagement letter other than us gives the following releases and indemnifications to us and our affiliates' partners, employees, and contractors, and each of their heirs, executors, personal representatives, successors and assigns ("Our Representatives"). We and Our Representatives are hereby released, indemnified, and held harmless, from and against any liability and costs, including related liabilities, losses, damages, costs, expenses, and attorneys' fees, resulting from or arising out of: (i) knowing misrepresentations or unintentional or unauthorized disclosures to us or Our Representatives by any party (other than us) or the officers, employees, or others acting or purporting to act on their behalf, (ii) disclosure of our work product to anyone not a party this engagement letter who we were not informed of in advance, or (iii) misdirection, interception, or failed delivery of information connected with this engagement during transmission, submission, or storage.

B. Our and Our Representatives' total aggregate liability pertaining to this engagement and engagement letter shall be limited to one (1) times the amount of our fees (excluding any reimbursable expenses) the party bringing the claim paid to us for the services in question. In no event shall we or Our Representatives be liable for indirect, incidental, consequential, special, multiple, exemplary, or punitive losses or damages—even if advised of their possible existence.

C. Satisfaction of a claim or cause of action arising from nonattest services (if any) which are part of this engagement or performed pursuant to this engagement letter shall only be sought from the limited liability partnership, Weaver and Tidwell, L.L.P. In no event will our partners, directors, employees, or agents be individually liable for any liability, damages, expenses, or losses of any nature, caused by or resulting from the engagement, engagement letter, or use of our work product. While we are entering into this engagement letter on our own behalf, this paragraph is also intended for the benefit of Our Representatives.

D. All limitations on liability and indemnifications contained herein shall apply to the fullest extent permissible by applicable laws and professional standards (including, without limitation, any applicable rules and interpretations of the AICPA, PCAOB, and SEC), regardless of the cause of action (whether contract, negligence, or otherwise), except as finally determined to have resulted solely from our fraud, gross negligence, or willful misconduct.

8. **Dispute Resolution Procedure including Jury Waiver.**

A. No claim arising out of or relating to this engagement or engagement letter shall be filed more than two (2) years after the earlier of the termination of this engagement or the date of the delivery of our work product in question, if any. This limitation applies and begins to run even if no damage or loss has been suffered, or the injured or damaged party has not become aware of the existence or possible existence of a dispute.

B. If a dispute arises out of or relates to this engagement or engagement letter, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to litigation. In such event, the parties will attempt to agree upon a location, mediator, and mediation procedures, but absent such agreement any party may require mediation in Fort Worth, Texas, administered by the AAA under its Commercial Mediation Procedures.

C. This engagement letter and all disputes between the parties shall be governed by, resolved, and construed in accordance with the laws of the State of Texas, without regard to conflict-of-law principles. Any action arising out of or relating to this engagement or engagement letter shall only be brought in, and each party agrees to submit and consent to the exclusive jurisdiction of the federal or state courts in the State of Texas and convenience of those situated in Tarrant County, Texas.

D. [Intentionally Omitted.]

E. Whenever possible, this engagement letter shall be interpreted in such a manner as to be effective and valid under applicable laws, regulations, or published interpretation, but if any term of this engagement letter is declared illegal, unenforceable, or unconscionable, that term shall be severed or modified, and the remaining terms of the engagement letter shall remain in force. The court should in such case modify any term declared to be illegal, unenforceable, or unconscionable in a manner that will retain the intended term as closely as possible.

F. If because of a change in status or due to any other reason, any of the terms of this engagement or any contract we have now or enter into in the future with any of the other parties, would be prohibited by, or would impair our independence when required under laws, regulations or published interpretations by governmental bodies, professional organizations or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and the contract shall consist of the remaining portions.

9. **Miscellaneous.**

A. We have non-CPA owners who may provide services pertaining to this engagement.

B. We do not provide legal advice or services. If necessary, refer to appropriate legal counsel for advice or services of that nature.

C. This engagement letter sets forth all agreed upon terms and conditions of our engagement with respect to the matters covered herein and supersedes any that may have come before. This engagement letter may not be amended or modified except by further writing signed by all the parties. Any provisions of this engagement letter which expressly or by implication are intended to survive its termination or expiration will survive and continue to bind the parties. The use of electronic signatures or multiple counterparts to execute this engagement letter shall have the same force and effect as a manually or physically signed original instrument.

EideBailly

CPAs & BUSINESS ADVISORS

Report on Firm's System of Quality Control

September 19, 2022

To the Partners of Weaver & Tidwell, L.L.P.
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Weaver & Tidwell, L.L.P. (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, an audit performed under FDICIA, and examinations of service organizations [SOC 1 and SOC 2 engagements].)

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Weaver & Tidwell, L.L.P. applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Weaver & Tidwell, L.L.P. has received a peer review rating of *pass*.

Eide Bailly LLP

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STATE OF TEXAS §

§ **BUSINESS ASSOCIATE AGREEMENT**

COUNTY OF TARRANT §

This Business Associate Agreement ("BA Agreement") is between Tarrant County, Texas, ("COUNTY"), and Weaver Tidwell L.L.P, ("Business Associate"), for the purpose of complying with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule"), and the Standards for Security of Electronic Protected Health Information (the "Security Rule") promulgated thereunder, and the Health Information Technology for Economic and Clinical Health Act (Division A, Title XIII and Division B, Title IV, of the American Recovery and Reinvestment Act of 2009, Pub. L 111-5) (the "HITECH Act"), and the regulations implementing the HITECH Act and other applicable law with regard to the provision of services to Tarrant County Public Health.

Business Associate and COUNTY are engaged in a business relationship whereby Business Associate provides certain services to COUNTY ("Business Relationship").

As part of this Business Relationship, Business Associate performs or assists in performing a function or activity on behalf of COUNTY that involves the use and/or disclosure of Protected Health Information (as defined in 45 CFR § 164.501).

1. Definitions

"Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this agreement shall mean the COUNTY.

"Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and in reference to the party to this agreement, shall mean Weaver Tidwell L.L.P.

Terms used but not otherwise defined in the BA Agreement shall have the same meaning given to such terms in HIPAA, the HITECH Act, or any implementing regulations promulgated thereunder, including but not limited to the Privacy Rule and the Security Rule.

2. Purpose

Business Associate has a legal and ethical responsibility to safeguard the privacy of individuals and protect the confidentiality of their health information. Business Associate may hear things that relate to Protected Health Information or read or see computer or paper files containing confidential or Protected Health Information, even though Business Associate may not be directly involved in providing services. Business Associate may create documents containing Protected Health Information if directed to do so by COUNTY. Because Business Associate may have contact with Protected Health Information, COUNTY requests that Business Associate agrees to the following as a condition of Business Associate's assignment.

3. Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in the Business Relationship or this BA Agreement, Business Associate may:

3.1 use and/or disclose Protected Health Information to perform functions, activities, or services for or on behalf of COUNTY, provided that such use and/or disclosure,

(a) would not violate the Privacy Rule if done by COUNTY;

(b) is reasonably limited to the minimum necessary information to accomplish the intended purpose of the use or disclosure;

(c) is in compliance with each applicable requirement of 45 CFR § 164.504(e);

(d) is in compliance with the HITECH Act and its implementing regulations;

3.2 use or disclose Protected Health Information as required by law;

3.3 use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate;

3.4 use Protected Health Information to provide Data Aggregation services relating to the health care operations of COUNTY.

All other uses and/or disclosures not authorized by the Business Relationship, or this BA Agreement are prohibited.

3.5 Business Associate agrees to use and disclose confidential information only in the following manner:

As required to complete auditing procedures listed in the audit engagements letters with Tarrant County, Texas.

4. Responsibilities of Business Associate

With regard to the use and/or disclosure of Protected Health Information, Business Associate agrees:

4.1 not to use and/or disclose Protected Health Information other than as permitted or required by the Business Relationship or this BA Agreement or as Required by Law;

4.2 to use appropriate safeguards to prevent the use and/or disclosure of Protected Health Information other than as provided for by the Business Relationship or this BA Agreement;

4.3 to protect any Protected Health Information taken off-site from COUNTY from disclosure to others, and to return all Protected Health Information in any form to COUNTY or destroy such Protected Health Information in a manner that renders it unreadable and unusable by anyone else, if COUNTY agrees to the destruction;

4.4 to comply with the Security Rule provisions set forth in 45 CFR Part 164, Subpart C, including provisions relating to Security Standards General Rules (45 CFR § 164.306), Administrative Safeguards (45 CFR § 164.308), Physical Safeguards (45 CFR § 164.310), Technical Safeguards (45 CFR § 164.312), Organizational Requirements (45 CFR § 164.314) and Policies and Documentation (45 CFR § 164.316), and to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information Business Associate creates, receives, maintains, or transmits on behalf of COUNTY.

4.5 to report to COUNTY any Security Incident of which it becomes aware within 2 business days, and to report any potential Breach of Unsecured Protected Health Information within 2 business days of discovery. Any such report shall include the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during any such Security Incident or potential Breach. Any such report shall also include all other information known to Business Associate at the time of the report (such as the type of Protected Health Information involved in the event, the nature of the information, etc.) or promptly thereafter as such other information becomes available;

4.6 to notify COUNTY in writing within 2 business days of any use and/or disclosure of Protected Health Information that is not provided for by the Business Relationship or this BA Agreement;

4.7 to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this BA Agreement, or as the result of any Security Incident or potential Breach, using mitigation actions that are disclosed to COUNTY in advance and authorized by COUNTY, all at the sole cost and expense of Business Associate;

4.8 to work cooperatively with COUNTY in connection with COUNTY's investigation of any potential Breach and in connection with any notices COUNTY determines are required as a result, and to refrain from giving any notice itself unless COUNTY expressly agrees in advance and in writing to Business Associate giving notice and to the form, content and method of delivery of such notice, all at the sole cost and expense of Business Associate;

4.9 to ensure that all agents and/or subcontractors that create, receive, maintain or transmit Protected Health Information on behalf of Business Associate agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such Protected Health Information;

4.10 to provide access (at the request of, and in the time and manner designated by COUNTY) to Protected Health Information in a Designated Record Set to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524 and to notify COUNTY of any requests for access it receives from an individual within 2 business days of receipt;

4.11 to make any amendment(s) (at the request of, and in the time and manner designated by COUNTY) to Protected Health Information in a Designated Record Set that COUNTY directs pursuant to 45 CFR § 164.526 and to notify COUNTY of any amendment requests it receives from an individual within 2 business days of receipt;

4.12 to document such disclosures of Protected Health Information and information related to such disclosures as would be required for COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528;

4.13 to provide to COUNTY, in a time and manner designated by COUNTY, information collected in accordance with 4.12 of this BA Agreement, to permit COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528 (and HITECH Act § 13405(c) when such requirements are effective as to COUNTY;

4.14 to the extent Business Associate is to carry out an obligation of COUNTY under the Privacy Rule provisions set forth at 45 CFR Part 164, Subpart E (any such obligation to be carried out only when so directed by COUNTY pursuant to the Business Relationship or this BA Agreement), to comply with the requirements of the Privacy Rule that apply to COUNTY in the performance of such obligation;

4.15 to make its internal practices, books, and records relating to the use and/or disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of COUNTY available to COUNTY;

4.16 to cooperate with any investigation by the Secretary of Health and Human Services, or his agent, or an oversight agency, in a time and manner designated by COUNTY or the Secretary, for purposes of determining if COUNTY or Business Associate is in compliance with the Privacy Rule;

4.17 if Business Associate is aware of a pattern of activity or practice by COUNTY that constitutes a material breach or violation of COUNTY's obligations under this BA Agreement,

(a) to give written notice of such pattern or practice to COUNTY within 2 business days of its discovery and to take reasonable steps to cure the breach or end the violation,

(b) if Business Associate determines that such steps appear to have been unsuccessful, to give COUNTY written notice of such determination and to report the problem to the Secretary and provide COUNTY with a copy of any such report at least 2 business days in advance of its submission to the Secretary.

5. Responsibilities of COUNTY with Respect to Protected Health Information

If deemed applicable by COUNTY, COUNTY shall:

5.1 provide Business Associate with the notice of privacy practices that COUNTY produces in accordance with 45 CFR §164.520 as well as any changes to such notice;

5.2 provide Business Associate with any changes in, or revocation of, permission by Individual to the use and/or disclosure of Protected Health Information, if such changes affect Business Associate's permitted or required uses and/or disclosures;

5.3 notify Business Associate of any restriction to the use and/or disclosure of Protected Health Information that COUNTY has agreed to in accordance with 45 CFR § 164.522.

6. Sanctions

Business Associate understands that violation of this agreement may result in sanctions, including, but not limited to, termination of the ability to perform services on behalf of COUNTY.

7. Disclosures Required by Law

Nothing in this agreement prevents Business Associate from making a disclosure of Protected Health Information, if required by law to make such a disclosure.

8. Term and Termination

8.1 Term. This agreement will begin when signed by both parties, and will terminate when all of the Protected Health Information provided by COUNTY to Business Associate or created or received by Business Associate on behalf of COUNTY is destroyed or returned to COUNTY, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such Protected Health Information, in accordance with 8.3 below, or at termination of the Business Relationship between COUNTY and Business Associate.

8.2 Termination for Cause. COUNTY may immediately terminate the Business Relationship and/or this BA Agreement if COUNTY determines that Business Associate has breached a material term of this BA Agreement.

8.3 Effect of Termination. Upon termination of the Business Relationship and/or this BA Agreement, for any reason, Business Associate agrees to return or destroy all Protected Health Information received from COUNTY or created or received by Business Associate on behalf of COUNTY. If permitted by COUNTY, Protected Health Information shall be destroyed in a manner that renders it unreadable and unusable by anyone else. Discharge or termination, whether voluntary or not, shall not affect Business Associate's ongoing obligation to safeguard the confidentiality of Protected Health Information and to return or destroy any such information in Business Associate's possession.

This Section 8.3 shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate.

In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide in writing to COUNTY notification of the conditions that make return or destruction infeasible. Upon mutual written agreement of the Parties, Business Associate shall extend the protections of this BA Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information for as long as Business Associate maintains such Protected Health Information.

9. Miscellaneous

9.1 INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE UNDERLYING AGREEMENT(S), AT BUSINESS ASSOCIATE'S EXPENSE, BUSINESS ASSOCIATE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS COVERED ENTITY AND COVERED ENTITY'S EMPLOYEES (THE "INDEMNITEES") AGAINST ALL DAMAGES, FINES, PENALTIES, COSTS OR EXPENSES (INCLUDING REASONABLE FEES OF ATTORNEYS AND EXPERTS) AND ALL LIABILITY TO THIRD PARTIES ARISING FROM ANY MATERIAL BREACH OF THIS AGREEMENT BY BUSINESS ASSOCIATE OR ITS EMPLOYEES, DIRECTORS, OFFICERS, SUBCONTRACTORS, AGENTS OR OTHER MEMBERS OF BUSINESS ASSOCIATE'S WORKFORCE. BUSINESS ASSOCIATE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

COUNTY MAY EMPLOY ATTORNEYS SELECTED BY IT TO DEFEND ANY SUCH ACTION, THE COSTS AND EXPENSES OF WHICH WILL REMAIN THE RESPONSIBILITY OF BUSINESS ASSOCIATE. COUNTY WILL PROVIDE BUSINESS ASSOCIATE WITH TIMELY NOTICE OF THE EXISTENCE OF SUCH PROCEEDINGS AND SUCH INFORMATION, DOCUMENTS AND OTHER COOPERATION AS REASONABLY NECESSARY TO ASSIST BUSINESS ASSOCIATE IN ESTABLISHING A DEFENSE TO SUCH ACTION.

THESE INDEMNITIES SURVIVE TERMINATION OF THIS BA AGREEMENT, AND COUNTY RESERVES THE RIGHT, AT ITS OPTION AND EXPENSE, TO PARTICIPATE IN THE DEFENSE OF ANY SUIT OR PROCEEDING THROUGH COUNSEL OF ITS OWN CHOOSING.

9.2 Survival. The respective rights and obligations of Business Associate survive the termination of the Business Relationship and/or this BA Agreement.

9.3 Notices. Any notices pertaining to this BA Agreement must be given in writing and will be deemed duly given when personally delivered to a Party or a Party's authorized representative, as listed below, or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

If to Business Associate:
Weaver Tidwell, L.L.P

Fort Worth, TX

If to Covered Entity:
Tarrant County
100 E. Weatherford, Rm 506A
Fort Worth, TX 76196

9.4 Amendments. This BA Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow COUNTY to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, the HITECH Act and its implementing regulations.

9.5 Interpretation. Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits COUNTY to comply with the Privacy Rule.

9.6 Third Parties. Nothing in this BA Agreement is intended, not shall be deemed, to confer any benefits on any third party.

9.7 Assignments. Neither Party may assign its rights or obligations under this BA Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld.

9.8 Independent Contractor. This BA Agreement does not create any relationship between the Parties other than that of independent parties contracting with each other for the sole purpose of effecting the provisions of this BA Agreement and any other agreements between then evidencing their Business Relationship.

9.9 Governing Law and Venue. This BA Agreement will be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this BA Agreement will be the Fort Worth Division of the Northern District of Texas, if the lawsuit arises in Federal Court, or Tarrant County, Texas, if the matter arises in State Court.

9.10 Third Party Interpretation. This agreement shall not be interpreted to inure to the benefit of a third party not a party to this contract. 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 to any Party to this contract, Party's agent, or Party's employee, otherwise provided by law.

9.11 Form 1295 Compliance. Weaver Tidwell acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties by completing Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295 with the Texas Ethics Commission as required by law.

9.12 Compliance with Laws. In providing the services required by this Agreement, BA 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.

9.13 Required Attachments. This BA Agreement will be considered incomplete without the submission of the completed Form 1295 as referenced in section 9.11. COUNTY shall be responsible to include instructions for completing Form 1295, attached as Exhibit A, to this BA Agreement prior to Business Associate review and execution. For the purposes of this BA Agreement, the following statement applies in regard to Form 1295:

☒ Submission of the Form 1295 is a required component of this BA Agreement. Example Form 1295 is attached, and BA must follow instructions to file online with the Texas Ethics Commission prior to approval of this BA Agreement by COUNTY.

☐ The Parties involved in this BA Agreement are governmental entities and are not required by the Texas Ethics Commission to complete their Form 1295.

Approved on this _____ day of _____, 2024, by Commissioners Court Order No._____.

SIGNED AND EXECUTED this 3 day of September, 2024.

BUSINESS ASSOCIATE

Signature

Jackie Gonzalez
Printed Name

Partner
Title

09/03/2025
Date

COUNTY OF TARRANT
STATE of TEXAS

_____
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
Criminal District Attorney's Office*

*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.

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (the "Agreement"), is entered into by and between **Tarrant County, Texas**, a governmental entity organized under the laws of the state of Texas (the "County" or "Disclosing Party") and **Weaver and Tidwell, L.L.P** (the "Vendor" or "Receiving Party"). Each of the parties hereto shall be individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the purpose of this Agreement is to protect confidential information that the County is expecting to disclose to the Vendor; and

WHEREAS, Vendor is performing an audit of the governmental activities, each major fund, and the aggregate remaining fund information of Tarrant County, Texas ("Services"); and

WHEREAS, in the course of performing the Services, Vendor has requested permission to access County's Confidential Information as it relates to the Services; and

WHEREAS, the Receiving Party will obtain certain confidential and proprietary information of the Disclosing Party; and

WHEREAS, Receiving Party acknowledges that the Disclosing Party, its County Commissioners Court, County Judge, Elected County Officials, County Department Heads and County Employees have devoted substantial time, effort, financial resources, and other resources to the protection of Disclosing Party's confidential information, and that certain confidential information may include sensitive employee information;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereby agree to incorporate the recitals herein for all purposes and further agree as follows:

1. Confidential Information. "Confidential Information" means, without limitation, all information regarding the business and affairs of the Disclosing Party and its subsidiaries and affiliates which is not generally and readily available to the public (whether or not such information is marked "Confidential"). Confidential Information shall include but not be limited to: (*i*) all information relating to discussions, documents, communications, analysis, and all other information relating to discussions, negotiations, and contracts, information related to any possible sale, acquisition, other contract or the like involving the County including the identity of any contracting party involved, and also including all information protected by any non-disclosure agreement executed by the County with any third party; and (*ii*) sensitive employee information. Confidential Information does ***not*** include information that is publicly available at the time of its disclosure or becomes publicly available following disclosure under this Agreement (other than as a result of disclosure by a recipient of same or any other person contrary to the terms of this Agreement), as well as any information that is not subject to the exception to disclosure applicable to County under Chapter 552 of the Texas Government Code, Subchapter C. Further, Confidential Information, as defined herein, does not include information that was lawfully in the recipient's possession prior to disclosure under this Agreement as can be demonstrated by the recipient's written records, free of any restriction as to its use or disclosure. And Confidential Information

does not include information that becomes available to a recipient of same from another person, as can be demonstrated by recipient's written records from a source other than the County or one of the companies with whom it is doing business and which source is not bound by any obligation of confidentiality to the County or one of its affiliated companies.

(a) **Texas Public Information Act.** Vendor acknowledges that County is a governmental body under Chapter 552 of the Texas Government Code and thereby acknowledges that certain information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Texas Public Information Act ("TPIA").

2. Material Inducement. The Parties agree that this Agreement is necessary in order to protect the confidentiality, secrecy, and limited knowledge of the Confidential Information. To induce the County to disclose Confidential Information the undersigned agrees to protect the confidentiality, secrecy, and limited knowledge of all Confidential Information and to adhere to the terms of this Agreement, and such disclosure would not occur absent this Agreement.

3. Duty to Keep Confidential Information Confidential. Receiving Party hereby agrees and undertakes that with respect to the Confidential Information Receiving Party will:

(a) treat and keep all Confidential Information as secret and confidential;

(b) not divulge, reveal, publish, communicate, or disclose any Confidential Information (directly or indirectly) to any other person, except:

(i) in order to perform the Services; or

(ii) as may be required by law;

(c) use any Confidential Information only to perform the Services;

(d) maintain the secrecy and confidentiality of the Confidential Information;

(e) not make any public or other announcement with respect to the Confidential Information, except as required by law (and in such event only in a form that has been approved in advance by Disclosing Party); and

(f) notify Disclosing Party promptly, in accordance with the timelines of applicable law, upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement by Receiving Party and/or its agents, or independent contractors, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

4. Return of Documents. Upon termination of this Agreement by any Party, the Receiving Parties shall (*i*) immediately deliver to Disclosing Party or destroy, at Disclosing

Party's option, all documents or items (including, without limitation, designs, graphics, diagrams, computer programs, source files, or other machine-readable materials) which contain any Confidential Information of Disclosing Party that has been supplied or made available to Receiving Party or developed by Receiving Party based on same, and (*ii*) certify in writing to Disclosing Party that Receiving Party has complied fully with the provisions of this paragraph. Receiving Party is entitled to maintain a copy of records that it may be required to hold for regulatory compliance purposes. Notwithstanding the return, destruction, or retention of such documents, the obligations of confidentiality and all other obligations set out in this Agreement shall remain in full force and effect.

5. General.

(a) **Remedies for Breach of Agreement.** In the event of the breach or threatened breach of any provision of this Agreement by any Receiving Party, the Disclosing Party shall be entitled to seek a preliminary and a final injunction, without being required to post a bond or show proof of damages, restraining such breach or threatened breach. Such remedies shall be in addition to all other remedies available, including Disclosing Party's right to recover from any Receiving Party any and all damages that may be suffered as a result of Receiving Party's breach of any term or provision of this Agreement.

(b) **Waiver of Breach.** The waiver by Disclosing Party of any default or breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by Disclosing Party. Any waiver shall be in writing and signed by Disclosing Party to be enforceable.

(c) **Disclosure of Confidential Information.** In the event that Receiving Party is requested or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process, statute or rules and regulations) to disclose any Confidential Information, Receiving Party shall immediately provide Disclosing Party with written notice of such requirement, proceedings, or action. Receiving Party will keep Disclosing Party fully and promptly informed of all such matters so that Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or Disclosing Party waives compliance with the provisions hereof, Receiving Party agrees to furnish only that portion of the Confidential Information which is legally required (as advised by Receiving Party's counsel) and to give written notice to Disclosing Party of the Confidential Information to be disclosed in timely advance of its disclosure, whereupon such disclosure will not result in any liability hereunder.

(d) **Governing Law and Venue.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas (without regard to its conflict of laws rules). Any suit brought hereunder, shall be brought in the state or federal courts sitting in Tarrant County, Texas the Parties hereby waiving any claim or defense that such forum is not convenient or proper. Each Party agrees that any such court

shall have *in personam* jurisdiction over it and consents to service of process in any manner authorized by Texas law.

(e) **Compliance with Law.** Each Party shall comply with the provisions of all applicable laws relating to the performance of its obligations under this Agreement. Each Party is responsible for obtaining its own legal advice concerning its compliance with applicable laws.

(f) **Notices.** Any notice given under this Agreement shall be in writing and will be deemed given on (a) the third business day after being deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested; (b) the first business day after being sent by a recognized national overnight courier service; or (c) on the date personally delivered, with signed acceptance thereof by the person designated below in either case properly addressed to the other Party at the address set forth below, or at such other address as such Party will specify from time to time by written notice delivered in accordance herewith:

If to Vendor:

General Counsel
Weaver and Tidwell, L.L.P.
4400 Post Oak Parkway, Suite 1100
Houston, Texas 77027
contracts@weaver.com

If to County:

Tim O'Hare
Tarrant County Judge
100 E. Weatherford St., Suite 501
Fort Worth, TX 76196

With a copy to:

Chandler M. Merritt
County Administrator
Tarrant County, Texas
100 E. Weatherford St.
Fort Worth, Texas 76196

and

Roxy Held
Director, Tarrant County Human Resources
100 E. Weatherford St., Suite 301
Fort Worth, TX 76196

or to such other address or to the attention of such other person as either Party may designate in writing pursuant to this Section. Written notices shall be deemed received on the date actually delivered to the other Party.

(g) **Survival Clause.** The terms and provisions of the Agreement shall survive and continue after termination of the relationship between Disclosing Party and Receiving Party for any reason, until such time as all Confidential Information of Disclosing Party disclosed to Receiving Party at any time during the course of the relationship between Disclosing Party and Receiving Party becomes publicly known and made generally available to the public through no action or inaction of the Receiving Party in breach of this Agreement.

(h) **Severability.** If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

(i) **Binding Effect.** This Agreement is intended to be a binding contract upon all parties hereto. All parties are advised to have this Agreement reviewed by competent legal counsel.

(j) **Counterparts and Facsimile Signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

SIGNED AND EXECUTED this 3 **day of** September**, 2025.**

COUNTY:

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

VENDOR:

WEAVER AND TIDWELL, L.L.P

Signature

Jackie Gonzalez, Partner
Printed Name

2821 W 7th St Ste 700
Address

Fort Worth, TX 76107
City, State Zip

APPROVED AS TO FORM:

James Marvin Nichols
Criminal District Attorney's Office*
*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.

September 5, 2025

Mr. Riley Shaw, Director, Juvenile Services
Board of Tarrant County Juvenile Services Department
2701 Kimbo Rd.
Fort Worth, Texas 76111

Mr. Chandler M. Merritt, County Administrator
Tarrant County, Texas
100 E. Weatherford St.
Fort Worth, Texas 76196

Dear Mr. Shaw and Mr. Merritt,

Weaver and Tidwell, L.L.P. ("our", "us", and "we") will perform an audit of the statement of revenues, expenditures, and changes in fund balance – budget and actual – regulatory basis, (the "aggregate financial statement") of Tarrant County Juvenile Services Department (the "Department") Texas Juvenile Justice Department Grant Funds as of August 31, 2025, and for the year then ended and the related notes to the aggregate financial statement, which collectively comprise the Department's aggregate financial statement as listed in the table of contents.

We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter.

Applicable Standards and Framework

The auditing standards applicable to this engagement will be U.S. GAAS (generally accepted auditing standards in the United States of America) and, if applicable, the Government Auditing Standards ("GAGAS") and/or any state or regulatory audit requirements.

The financial reporting framework applicable to this engagement is U.S. GAAP (generally accepted accounting principles in the United States of America).

Engagement Objective

The objective of our audit is the expression of opinions as to whether your aggregate financial statement is fairly presented, in all material aspects, in conformity with the basis of accounting that demonstrates compliance with The Texas Juvenile Justice Department (TJJD). The objective also includes reporting on internal control related to the aggregate financial statement and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the aggregate financial statement in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States of America ("GAGAS").

Our Responsibilities

We will conduct our engagement in accordance with the applicable standards described above. As part of an engagement conducted in accordance with the applicable standards, we exercise professional judgment and maintain professional skepticism throughout the engagement.

We also do the following:

- Identify and assess the risks of material misstatement of the aggregate financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material

misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.

- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the system of internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit that we have identified during the engagement.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the aggregate financial statements, including the disclosures, and whether the aggregate financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the ability to continue as a going concern for a reasonable period of time.

If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of assets, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we may request written representations from your attorneys, and they may bill you for responding.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may exist and not be detected, even though the audit is properly planned and performed in accordance with applicable standards.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the aggregate financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

Our responsibilities for this engagement are limited to the period covered by our engagement and do not extend to any other periods. Our engagement also does not include consultation with you on the adoption of new accounting standards or any future increased duties we may have because of the actions of any regulatory body, implementation of any new auditing standard, or occurrence of an unknown or unplanned significant transaction.

In making our risk assessments, we consider internal control relevant to the Department's preparation and fair presentation of the aggregate financial statement in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Department's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the aggregate financial statement that we have identified during the audit.

Jackie Gonzalez is the engagement partner or equivalent for the attest services specified in this letter and is responsible for supervising our services performed as part of this engagement and signing or authorizing another qualified firm representative to sign our report.

We expect to begin our audit procedures in September 2025 and issue our report in February 2026. We will issue a written report only upon completion of our engagement. Our report will be addressed to the Members of the Tarrant County Juvenile Board of the Tarrant County Juvenile Services Department of Tarrant County, Texas.

We cannot provide assurance that an unmodified audit opinion will be expressed. Circumstances may arise in which it may be necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraphs, delay the initiation or completion of our engagement, or withdraw from the engagement. If our opinion on the aggregate financial statements is other than unmodified, we will discuss the reasons with you in advance.

If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from the engagement.

GAGAS

As part of obtaining reasonable assurance about whether the aggregate financial statements are free of material misstatement, we will consider the entity's internal control over financial reporting and perform tests of the entity's compliance with the provisions of applicable laws, regulations, contracts, and grant agreements that could have a direct and material effect on the determination of aggregate financial statement amounts.

In accordance with the requirements of GAGAS, we will also issue a written report describing the scope of our testing over internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and grant agreements, including the results of that testing. However, providing an opinion on internal control over financial reporting and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

Third-Party Service Providers

Depending on the requirements of this engagement, we may use the services of our affiliate, Weaver and Tidwell India LLP, a limited liability partnership incorporated in India, or one or more other third-party service providers to assist us. Before sharing confidential information with those service providers, we will (i) secure agreements to maintain the confidentiality of such information and ensure the information is only used for the purpose of assisting us with the performance of this engagement and (ii) take commercially reasonable precautions to determine the service providers have appropriate procedures in place to prevent the unauthorized disclosure of the information. If we use such service providers, we will remain responsible for all work performed and any breach of our confidentiality arrangements by those service providers.

Management's Responsibilities

Our engagement will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility for:

a. the preparation and fair presentation of the aggregate financial statements in accordance with the applicable financial reporting framework described above;
b. the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of aggregate financial statements that are free from material misstatement, whether due to fraud or error;
c. the design, implementation, and maintenance of programs and controls to prevent and detect fraud;
d. informing us of any known or suspected fraud involving management, employees with significant roles in the system of internal control and others where fraud could have a material effect on the aggregate financial statements (including any allegations of fraud or suspected fraud received in communications from employees, former employees, regulators, or others);
e. providing us with:
    i. access to all information of which management is aware that is relevant to the preparation and fair presentation of the aggregate financial statements, such as records, documentation, and other matters;

ii. additional information that we may request from management for the purpose of the engagement; and
iii. unrestricted access to persons from whom we determine it necessary to obtain evidence;

f. including our report, and our report on any supplementary information if described above, in any document containing aggregate financial statements that indicates that such aggregate financial statements have been audited by us;
g. identifying and ensuring compliance with the laws and regulations applicable to activities;
h. adjusting the aggregate financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period(s) under audit are immaterial, both individually and in the aggregate, to the aggregate financial statements as a whole;
i. maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
j. the accuracy and completeness of all information provided;
k. informing us of facts that may affect the aggregate financial statements of which you may become aware during the period from the date of our report to the date the aggregate financial statements are issued; and
l. confirming your understanding of your responsibilities in this letter to us in your management representation letter.

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we request.

If we agree herein or otherwise to perform any non-attest services (such as tax services or any other non-attest services), you agree to assume all management responsibilities for those services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. We will perform any such non-attest services in accordance with applicable professional standards.

During the course of our engagement, we will request information and explanations from management regarding operations, internal controls, future plans, specific transactions and accounting systems and procedures. At the conclusion of our engagement, we will also require, as a precondition to the issuance of our report, that management provide certain representations in a written letter concerning representations made to us in connection with our engagement. You agree that as a condition of our engagement, management will, to the best of its knowledge and belief, be truthful, accurate and complete in all representations made to us during the course of the engagement and in the written representation letter. The procedures we perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. False or misleading representations could cause us to expend unnecessary efforts in the engagement; or, worse, could cause a material error or a fraud to go undetected by our procedures.

The hiring of, or potential employment discussions with, any of our personnel could impair our independence. Accordingly, you agree to inform the engagement partner prior to any such potential employment discussions taking place.

Fees and Invoicing

We estimate the fee for this engagement will be $17,900.

The total fee for our services will be determined by the complexity of the work performed and the tasks required. Individual hourly rates vary according to the degree of responsibility involved and the skills required and are subject to periodic review and change. It is understood that neither our fees nor the payment thereof will be contingent upon the results of this engagement.

Our fee estimate is based on anticipated cooperation from all involved and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss the reasons with you and arrive at a new fee estimate before we incur the additional costs.

In addition to the fee for our services, reasonable and necessary out-of-pocket expenses we incur (such as parking, reproduction and printing, postage and delivery, and out-of-market travel, meals, and accommodations) will be invoiced at cost. At this time, we do not anticipate incurring substantial expenses.

We will also invoice for reasonable and necessary time and out-of-pocket expenses we incur to respond to any request (such as a subpoena, summons, court order, or administrative investigative demand) pertaining to this engagement in a legal matter to which we are not a party. Our time to facilitate the response will be billed at our then-current standard hourly rates, and our expenses (including attorney's fees) will be billed at cost. If we agree to perform additional substantive services related to or arising out of the request, such matters may be the subject of a new engagement letter.

Our invoices for this engagement will be rendered each month as work progresses. Our invoices are payable in accordance with Texas Government Code § 2251.021, if applicable.

Documentation and Deliverable

The documentation we prepare pertaining to and in support of this engagement is our property and constitutes confidential information.

If you intend to make reference to our firm or include a report or portion of a report we issue in a published document or other reproduction that includes a modified version of the report or financial information to which it was attached, you agree to provide us with printers' proofs or masters for our review and approval before reproducing. You also agree to provide us with a copy of the final reproduced material for our written approval before it is distributed. If, in our professional judgment, the circumstances require, we may withhold our approval. This requirement does not pertain to distributing unmodified reports along with the attached financial information or dissemination of your financial information as a standalone document, such as on your website.

Unless we provide you with written consent in advance of such use, reports we issue are not intended to and should not be provided or otherwise made available for use in connection with the sale of debt or other securities. If, in our professional judgment, the circumstances require, we may withhold our consent.

Consistent with professional standards, our firm is subject to peer review and inspection by the PCAOB. Those programs require that our system of quality management and a sample of our work be periodically examined by another independent accounting firm or the PCAOB, respectively. A copy of our latest external peer review report is available at peerreview.aicpa.org. The work we perform for you may be selected for review. If it is, we will provide the reviewers with the required information without notice to you. Professional standards and PCAOB regulations provide the applicable confidentiality requirements.

[Signatures on Next Page]

September 5, 2025

Incorporated General Terms

Attached are our General Terms that provide additional terms (including but not limited to provisions on confidentiality, limitations on liability, indemnifications, dispute resolution, jury waiver, etc.) for this engagement. Those terms are incorporated and apply to all services described herein.

We appreciate the opportunity to assist you and look forward to working with you and your team.

Sincerely,

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.
Fort Worth, Texas

Please sign and return a copy of this letter to indicate acknowledgment of, and agreement with, the arrangements for our engagement as described herein, including each party's respective responsibilities. By signing below, the signatory also represents that they have been authorized to execute this agreement.

Tarrant County Juvenile Services Department

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

GENERAL TERMS

1. **Expenses.**

In addition to the fee for our services, reasonable and necessary out-of-pocket expenses we incur (such as parking, reproduction and printing, postage and delivery, and out-of-market travel, meals, and accommodations) will be invoiced at cost. The total amount stated on each invoice will include a separate administrative and technology charge. The charge represents an estimated allocation of our support personnel, telecommunication, and technology infrastructure expenses. The amount stated on each invoice will also include any sales, use, gross receipts, excise, or other transaction tax imposed on our fees or expenses.

2. **Payment.**

Any disagreement with the charges must be communicated to us in writing within thirty (30) days of the invoice date, after which any right to contest the invoices will be waived. For invoices not paid within sixty (60) days of the invoice date, a late charge will be added to any uncontested outstanding balance. The late charge will be assessed at a rate of half a percent (0.5%) of the unpaid balance per month. If invoices are not paid within ninety (90) days of the invoice date, this engagement (and any other engagements for the same party) will be placed on hold and we will stop work until the balance is brought current, or we may withdraw, and we will not be liable for any damages that may result.

3. **Term.**

A. This engagement ends at the earlier of the completion of our services described above, the provision of any deliverables described above, or the termination of this engagement. Any party may earlier terminate this engagement at any time with ten (10) days' written notice to the other party. If the engagement is terminated, our engagement will be deemed to have been completed upon written notification of termination, and we will be paid for our time expended and expenses incurred through the date of termination.

B. If we are requested to perform additional services not addressed in this engagement letter, we will communicate our ability to perform the services, the scope of additional services we agree to perform, and the fee arrangements we would use. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting the arrangement for performance of such additional services, those services will continue to be governed by the terms of this engagement letter.

4. **Ethical Conflict Resolution.**

In the unlikely event that circumstances occur which we in our sole discretion believe could create a conflict with either the ethical standards of our firm or the ethical standards of our profession in continuing our engagement, we may suspend our services until a satisfactory resolution can be achieved or we may resign from the engagement. We will provide notice of such conflict as soon as practicable and discuss any possible means of resolving the conflict prior to suspending our services.

5. **Non-Solicitation of Our Staff.**

We value every one of our partners, employees, and contractors and have spent a great deal of time and resources to locate, train, and retain those individuals. Accordingly, during the term of this engagement letter and for two (2) years after the later of the termination of this engagement letter or conclusion of the performance of all of our services performed hereunder, no party, whether voluntarily or involuntarily, directly or indirectly, will solicit to employ or engage, on a partner, employee, contractor, or other basis, any of our partners, employees, or contractors who perform these services, without obtaining the prior written consent of our CEO or COO. This section shall not apply to a solicitation by general advertisement (e.g. website, social media posting, newspaper, etc.) or any employment or engagement resulting therefrom.

6. **Confidentiality.**

A. During the course of this engagement, the parties may disclose to each other, orally, in writing, or otherwise, information that is identified as or which is otherwise categorized by law as proprietary, confidential, or privileged ("Confidential Information"). Confidential Information does not include material which (i) is in the public domain through no fault of the receiving party, (ii) was already known to the receiving party before it was first disclosed to the receiving party by or on behalf of the disclosing party related to this engagement, (iii) is received by the receiving party from third-parties without confidentiality restrictions, unless those third-parties were acting for or on behalf of the disclosing party related to this engagement, or (iv) is developed by the receiving party independently of, and without reference to, any Confidential Information communicated to the receiving party by or on behalf of the disclosing party. We will use the Confidential Information disclosed to us during this engagement solely to perform services for which we have been engaged.

B. We may be requested to make the Confidential Information available to regulators and other government agencies, pursuant to authority given by law or regulation. Responding to many such requests is mandatory. In those

cases, access to such Confidential Information will be provided under our supervision and we may, upon their request, provide the regulator or agency with copies of all or selected portions of the Confidential Information. The requesting party may intend or decide to distribute the copies or information contained therein to others, including other regulators or agencies.

C. Unless otherwise stated herein, prohibited by law or direction of law enforcement, or agreed in writing, the parties will (i) provide prompt notice of any request received to make Confidential Information pertaining to this engagement, including any of our work product, available to outside parties not involved in the performance of these services and (ii) obtain written consent from the affected party before disclosing the Confidential Information in response to the request. If consent is withheld, the parties will cooperate with any lawful efforts taken to minimize the disclosure or protect the Confidential Information.

D. We will invoice for reasonable and necessary time (at our then-current standard hourly rates) and out-of-pocket expenses (including attorney's fees) we incur to respond to any request (such as a subpoena, summons, court order, or administrative investigative demand) pertaining to this engagement in a legal matter to which we are not a party. If we agree to perform additional substantive services related to or arising out of the request, such matters may be the subject of a new engagement letter.

E. The parties agree to maintain Confidential Information using the same standard of care each uses to protect its own information of like importance but in no case less than a reasonable standard of care.

F. All rights to Confidential Information (including patent, trademarks, copyrights, or other intellectual property rights) shall remain vested in the disclosing party, and no rights in the Confidential Information are vested in the receiving party, except the limited right to use the Confidential Information solely to perform its obligations or exercise its rights under this engagement letter.

G. We will return or destroy the Confidential Information upon the disclosing party's request within a reasonable period of time, except that we will maintain any copies of the Confidential Information for the period necessary to comply with any applicable laws or professional standards and our own document retention policy (e.g. we will maintain our workpapers for seven (7) years from the date of any attest report we issue). Following such a period, we may destroy the Confidential Information without notice.

H. We may at times provide (i) documents marked as drafts or (ii) preliminary or ancillary information or advice (not included in a final deliverable). Those documents, information, and/or advice are for review and consideration purposes only and should not be relied upon or distributed, and should be destroyed, unless otherwise required by law. If further analysis, information, or advice is desired, we will be informed in writing. We may assist if the matter is within our expertise. Unless already encompassed by the scope of our engagement letter, if we agree to provide such further assistance, our services will be handled as additional services in the manner described above.

I. We may transmit and store data via email, the cloud, or other electronic and Internet-based mechanisms to facilitate this engagement. Please be aware that those mediums inherently pose a risk of misdirection or interception of Confidential Information. Any request to limit such transmissions or use a different means of transmission or storage must be made in writing and we will not be responsible for any resulting compromise in data security.

J. We do not act as the host or repository of financial or non-financial information or as an information back-up service provider for our clients. It is the responsibility of our clients to maintain a complete set of their own financial and non-financial data and records. If some portion of the data and records is contained only within our files, inform us before the issuance of our deliverable and we will provide a copy.

K. Unless otherwise stated herein or agreed in writing, neither this engagement nor engagement letter is intended for the benefit of any third party. Any party may inform us of any third party who will receive our deliverable. If we are not informed in writing by a party, we are not aware of the identity of such third parties and we do not anticipate their reliance upon our professional services or deliverable unless otherwise agreed in writing.

7. **Limitations on Liability and Indemnifications.**

A. Each party to this engagement letter other than us gives the following releases and indemnifications to us and our affiliates' partners, employees, and contractors, and each of their heirs, executors, personal representatives, successors and assigns ("Our Representatives"). We and Our Representatives are hereby released, indemnified, and held harmless, from and against any liability and costs, including related liabilities, losses, damages, costs, expenses, and attorneys' fees, resulting from or arising out of: (i) knowing misrepresentations or unintentional or unauthorized disclosures to us or Our Representatives by any party (other than us) or the officers, employees, or others acting or purporting to act on their behalf, (ii) disclosure of our work product to anyone not a party this engagement letter who we were not informed of in advance, or (iii) misdirection, interception, or failed delivery of information connected with this engagement during transmission, submission, or storage.

B. Our and Our Representatives' total aggregate liability pertaining to this engagement and engagement letter shall be limited to one (1) times the amount of our fees (excluding any reimbursable expenses) the party bringing the claim paid to us for the services in question. In no event shall we or Our Representatives be liable for indirect, incidental, consequential, special, multiple, exemplary, or punitive losses or damages—even if advised of their possible existence.

C. Satisfaction of a claim or cause of action arising from nonattest services (if any) which are part of this engagement or performed pursuant to this engagement letter shall only be sought from the limited liability partnership, Weaver and Tidwell, L.L.P. In no event will our partners, directors, employees, or agents be individually liable for any liability, damages, expenses, or losses of any nature, caused by or resulting from the engagement, engagement letter, or use of our work product. While we are entering into this engagement letter on our own behalf, this paragraph is also intended for the benefit of Our Representatives.

D. All limitations on liability and indemnifications contained herein shall apply to the fullest extent permissible by applicable laws and professional standards (including, without limitation, any applicable rules and interpretations of the AICPA, PCAOB, and SEC), regardless of the cause of action (whether contract, negligence, or otherwise), except as finally determined to have resulted solely from our fraud, gross negligence, or willful misconduct.

8. **Dispute Resolution Procedure including Jury Waiver.**

A. No claim arising out of or relating to this engagement or engagement letter shall be filed more than two (2) years after the earlier of the termination of this engagement or the date of the delivery of our work product in question, if any. This limitation applies and begins to run even if no damage or loss has been suffered, or the injured or damaged party has not become aware of the existence or possible existence of a dispute.

B. If a dispute arises out of or relates to this engagement or engagement letter, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to litigation. In such event, the parties will attempt to agree upon a location, mediator, and mediation procedures, but absent such agreement any party may require mediation in Fort Worth, Texas, administered by the AAA under its Commercial Mediation Procedures.

C. This engagement letter and all disputes between the parties shall be governed by, resolved, and construed in accordance with the laws of the State of Texas, without regard to conflict-of-law principles. Any action arising out of or relating to this engagement or engagement letter shall only be brought in, and each party agrees to submit and consent to the exclusive jurisdiction of the federal or state courts in the State of Texas and convenience of those situated in Tarrant County, Texas.

D. [Intentionally Omitted.

E. Whenever possible, this engagement letter shall be interpreted in such a manner as to be effective and valid under applicable laws, regulations, or published interpretation, but if any term of this engagement letter is declared illegal, unenforceable, or unconscionable, that term shall be severed or modified, and the remaining terms of the engagement letter shall remain in force. The court should in such case modify any term declared to be illegal, unenforceable, or unconscionable in a manner that will retain the intended term as closely as possible.

F. If because of a change in status or due to any other reason, any of the terms of this engagement or any contract we have now or enter into in the future with any of the other parties, would be prohibited by, or would impair our independence when required under laws, regulations or published interpretations by governmental bodies, professional organizations or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and the contract shall consist of the remaining portions.

9. **Miscellaneous.**

A. We have non-CPA owners who may provide services pertaining to this engagement.

B. We do not provide legal advice or services. If necessary, refer to appropriate legal counsel for advice or services of that nature.

C. This engagement letter sets forth all agreed upon terms and conditions of our engagement with respect to the matters covered herein and supersedes any that may have come before. This engagement letter may not be amended or modified except by further writing signed by all the parties. Any provisions of this engagement letter which expressly or by implication are intended to survive its termination or expiration will survive and continue to bind the parties. The use of electronic signatures or multiple counterparts to execute this engagement letter shall have the same force and effect as a manually or physically signed original instrument.

EideBailly

CPAs & BUSINESS ADVISORS

Report on Firm's System of Quality Control

September 19, 2022

To the Partners of Weaver & Tidwell, L.L.P.
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Weaver & Tidwell, L.L.P. (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, an audit performed under FDICIA, and examinations of service organizations [SOC 1 and SOC 2 engagements].)

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Weaver & Tidwell, L.L.P. applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Weaver & Tidwell, L.L.P. has received a peer review rating of *pass*.

Eide Bailly LLP

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September 5, 2025

Ms. Cobi Tittle
Tarrant County Community Supervision and Corrections Director
Board of Criminal Court Judges of Tarrant County, Texas
200 W. Belknap St.
Fort Worth, Texas 76102

Mr. Chandler M. Merritt
County Administrator
Tarrant County, Texas
100 E. Weatherford St.
Fort Worth, Texas 76196

Dear Ms. Tittle and Mr. Merritt,

Weaver and Tidwell, L.L.P. ("our", "us", and "we") will perform an audit of the combined financial statements ("financial statements") of Tarrant County Community Supervision and Corrections Department ("CSCD"), which comprise the financial statements as listed in the table of contents as of and for the year ending August 31, 2025, and the related notes to the financial statements.

The following accompanying supplementary information will also be subjected to our auditing procedures, as well as certain additional procedures:

1. Combining Statement of Revenues, Expenditures, and Changes in Fund Balance – All Community Corrections Funds
2. Combining Statement of Revenues, Expenditures, and Changes in Fund Balance – All Diversion Funds
3. Individual Statements of Revenues, Expenditures, and Changes in Fund Balance – Budget, Actual and Variance
4. Schedule of Differences Between Audit and CSCD Reports

We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter.

Applicable Standards and Framework

The auditing standards applicable to this engagement will be U.S. GAAS (generally accepted auditing standards in the United States of America) and, if applicable, the Government Auditing Standards ("GAGAS") and/or any state or regulatory audit requirements.

The financial reporting framework applicable to this engagement is that of the Texas Department of Criminal Justice – Community Assistance Division ("TDCJ-CJAD") reporting requirements; including Independent Audit Guidelines (IAG), Financial Management Manual for TDJ-CJAD Funding (FMM), and applicable laws and regulations.

Engagement Objective

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion and to report on the fairness of the supplementary information referred to above when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with applicable auditing standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud

or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user of the financial statements.

Our Responsibilities

We will conduct our engagement in accordance with the applicable standards described above. As part of an engagement conducted in accordance with the applicable standards, we exercise professional judgment and maintain professional skepticism throughout the engagement.

We also do the following:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the system of internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit that we have identified during the engagement.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the ability to continue as a going concern for a reasonable period of time.

If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of assets, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we may request written representations from your attorneys, and they may bill you for responding.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may exist and not be detected, even though the audit is properly planned and performed in accordance with applicable standards.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

The accompanying supplementary information referred to above will be presented for purposes of additional analysis and is not a required part of the financial statements. Such information will be subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with

applicable standards. Our auditor's report will provide an opinion on the supplementary information in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

Our responsibilities for this engagement are limited to the period covered by our engagement and do not extend to any other periods. Our engagement also does not include consultation with you on the adoption of new accounting standards or any future increased duties we may have because of the actions of any regulatory body, implementation of any new auditing standard, or occurrence of an unknown or unplanned significant transaction.

Jackie Gonzalez is the engagement partner or equivalent for the attest services specified in this letter and is responsible for supervising our services performed as part of this engagement and signing or authorizing another qualified firm representative to sign our report.

The fiscal officer for the CSCD will review the draft independent audit report for compliance with the IAG, Compliance Requirements, Standard Reporting Formats, and accuracy before we issue our financial independent audit report. We expect to begin our audit procedures in September 2025 and issue our report in February 2026. We will issue a written report only upon completion of our engagement. Our report will be addressed to the Criminal Court Judges of Tarrant County, Texas.

We cannot provide assurance that an unmodified audit opinion will be expressed. Circumstances may arise in which it may be necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraphs, delay the initiation or completion of our engagement, or withdraw from the engagement. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance.

If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from the engagement.

GAGAS

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will consider the entity's internal control over financial reporting and perform tests of the entity's compliance with the provisions of applicable laws, regulations, contracts, and grant agreements that could have a direct and material effect on the determination of financial statement amounts.

In accordance with the requirements of GAGAS, we will also issue a written report describing the scope of our testing over internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and grant agreements, including the results of that testing. However, providing an opinion on internal control over financial reporting and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Third-Party Service Providers

Depending on the requirements of this engagement, we may use the services of our affiliate, Weaver and Tidwell India LLP, a limited liability partnership incorporated in India, or one or more other third-party service providers to assist us. Before sharing confidential information with those service providers, we will (i) secure agreements to maintain the confidentiality of such information and ensure the information is only used for the purpose of assisting us with the performance of this engagement and (ii) take commercially reasonable precautions to determine the service providers have appropriate procedures in place to prevent the unauthorized disclosure of the information. If we use such service providers, we will remain responsible for all work performed and any breach of our confidentiality arrangements by those service providers.

Management's Responsibilities

Our engagement will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility for:

a. the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework described above;
b. the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
c. the design, implementation, and maintenance of programs and controls to prevent and detect fraud;
d. informing us of any known or suspected fraud involving management, employees with significant roles in the system of internal control and others where fraud could have a material effect on the financial statements (including any allegations of fraud or suspected fraud received in communications from employees, former employees, regulators, or others);
e. providing us with:
    i. access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters;
    ii. additional information that we may request from management for the purpose of the engagement; and
    iii. unrestricted access to persons from whom we determine it necessary to obtain evidence;
f. including our report, and our report on any supplementary information if described above, in any document containing financial statements that indicates that such financial statements have been audited by us;
g. identifying and ensuring compliance with the laws and regulations applicable to activities;
h. adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
i. maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
j. the accuracy and completeness of all information provided;
k. with regard to the supplementary information referred to above: (a) the preparation of the supplementary information in accordance with the applicable criteria; (b) providing us with the appropriate written representations regarding supplementary information; (c) including our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) presenting the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon;
l. the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to violations of laws, governmental regulations, grant agreements, or contractual agreements;
m. informing us of facts that may affect the financial statements of which you may become aware during the period from the date of our report to the date the financial statements are issued; and
n. confirming your understanding of your responsibilities in this letter to us in your management representation letter.

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we request.

If we agree herein or otherwise to perform any non-attest services (such as tax services or any other non-attest services), you agree to assume all management responsibilities for those services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. We will perform any such non-attest services in accordance with applicable professional standards.

During the course of our engagement, we will request information and explanations from management regarding operations, internal controls, future plans, specific transactions and accounting systems and procedures. At the conclusion of our engagement, we will also require, as a precondition to the issuance of our report, that management provide certain representations in a written letter concerning representations made to us in connection with our engagement. You agree that as a condition of our engagement, management will, to the best of its knowledge and belief, be truthful, accurate and complete in all representations made to us during the course of the engagement and in the written representation letter. The procedures we perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. False or misleading representations could cause us to expend unnecessary efforts in the engagement; or, worse, could cause a material error or a fraud to go undetected by our procedures.

The hiring of, or potential employment discussions with, any of our personnel could impair our independence. Accordingly, you agree to inform the engagement partner prior to any such potential employment discussions taking place.

Fees and Invoicing

We estimate the fee for this engagement will be $20,000.

The total fee for our services will be determined by the complexity of the work performed and the tasks required. Individual hourly rates vary according to the degree of responsibility involved and the skills required and are subject to periodic review and change. It is understood that neither our fees nor the payment thereof will be contingent upon the results of this engagement.

Our fee estimate is based on anticipated cooperation from all involved and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss the reasons with you and arrive at a new fee estimate before we incur the additional costs.

Our invoices for this engagement will be rendered each month as work progresses. Our invoices are payable in accordance with Texas Government Code § 2251.021, if applicable.

Documentation and Deliverable

The documentation we prepare pertaining to and in support of this engagement is our property and constitutes confidential information. TDCJ staff and/or state auditors will be granted reasonable access to the audit documentation upon written request.

If you intend to make reference to our firm or include a report or portion of a report we issue in a published document or other reproduction that includes a modified version of the report or financial information to which it was attached, you agree to provide us with printers' proofs or masters for our review and approval before reproducing. You also agree to provide us with a copy of the final reproduced material for our written approval before it is distributed. If, in our professional judgment, the circumstances require, we may withhold our approval. This requirement does not pertain to distributing unmodified reports along with the attached financial information or dissemination of your financial information as a standalone document, such as on your website.

Unless we provide you with written consent in advance of such use, reports we issue are not intended to and should not be provided or otherwise made available for use in connection with the sale of debt or other securities. If, in our professional judgment, the circumstances require, we may withhold our consent.

Consistent with professional standards, our firm is subject to peer review and inspection by the PCAOB. Those programs require that our system of quality management and a sample of our work be periodically examined by another independent accounting firm or the PCAOB, respectively. A copy of our latest external peer review report is available at peerreview.aicpa.org. The work we perform for you may be selected for review. If it is, we will provide the reviewers with the required information without notice to you. Professional standards and PCAOB regulations provide the applicable confidentiality requirements.

Incorporated General Terms

Attached are our General Terms that provide additional terms (including but not limited to provisions on confidentiality, limitations on liability, indemnifications, dispute resolution, jury waiver, etc.) for this engagement. Those terms are incorporated and apply to all services described herein.

We appreciate the opportunity to assist you and look forward to working with you and your team.

Sincerely,

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.
Fort Worth, Texas

Please sign and return a copy of this letter to indicate acknowledgment of, and agreement with, the arrangements for our engagement as described herein, including each party's respective responsibilities. By signing below, the signatory also represents that they have been authorized to execute this agreement.

Tarrant County Community Supervision and Corrections Department

By: _____

Printed Name: _____

Title: _____

Date: _____

Tarrant County, Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

GENERAL TERMS

1. **Expenses.**

In addition to the fee for our services, reasonable and necessary out-of-pocket expenses we incur (such as parking, reproduction and printing, postage and delivery, and out-of-market travel, meals, and accommodations) will be invoiced at cost. The total amount stated on each invoice will include a separate administrative and technology charge. The charge represents an estimated allocation of our support personnel, telecommunication, and technology infrastructure expenses. The amount stated on each invoice will also include any sales, use, gross receipts, excise, or other transaction tax imposed on our fees or expenses.

2. **Payment.**

Any disagreement with the charges must be communicated to us in writing within thirty (30) days of the invoice date, after which any right to contest the invoices will be waived. For invoices not paid within sixty (60) days of the invoice date, a late charge will be added to any uncontested outstanding balance. The late charge will be assessed at a rate of half a percent (0.5%) of the unpaid balance per month. If invoices are not paid within ninety (90) days of the invoice date, this engagement (and any other engagements for the same party) will be placed on hold and we will stop work until the balance is brought current, or we may withdraw, and we will not be liable for any damages that may result.

3. **Term.**

A. This engagement ends at the earlier of the completion of our services described above, the provision of any deliverables described above, or the termination of this engagement. Any party may earlier terminate this engagement at any time with ten (10) days' written notice to the other party. If the engagement is terminated, our engagement will be deemed to have been completed upon written notification of termination, and we will be paid for our time expended and expenses incurred through the date of termination.

B. If we are requested to perform additional services not addressed in this engagement letter, we will communicate our ability to perform the services, the scope of additional services we agree to perform, and the fee arrangements we would use. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting the arrangement for performance of such additional services, those services will continue to be governed by the terms of this engagement letter.

4. **Ethical Conflict Resolution.**

In the unlikely event that circumstances occur which we in our sole discretion believe could create a conflict with either the ethical standards of our firm or the ethical standards of our profession in continuing our engagement, we may suspend our services until a satisfactory resolution can be achieved or we may resign from the engagement. We will provide notice of such conflict as soon as practicable and discuss any possible means of resolving the conflict prior to suspending our services.

5. **Non-Solicitation of Our Staff.**

We value every one of our partners, employees, and contractors and have spent a great deal of time and resources to locate, train, and retain those individuals. Accordingly, during the term of this engagement letter and for two (2) years after the later of the termination of this engagement letter or conclusion of the performance of all of our services performed hereunder, no party, whether voluntarily or involuntarily, directly or indirectly, will solicit to employ or engage, on a partner, employee, contractor, or other basis, any of our partners, employees, or contractors who perform these services, without obtaining the prior written consent of our CEO or COO. This section shall not apply to a solicitation by general advertisement (e.g. website, social media posting, newspaper, etc.) or any employment or engagement resulting therefrom.

6. **Confidentiality.**

A. During the course of this engagement, the parties may disclose to each other, orally, in writing, or otherwise, information that is identified as or which is otherwise categorized by law as proprietary, confidential, or privileged ("Confidential Information"). Confidential Information does not include material which (i) is in the public domain through no fault of the receiving party, (ii) was already known to the receiving party before it was first disclosed to the receiving party by or on behalf of the disclosing party related to this engagement, (iii) is received by the receiving party from third-parties without confidentiality restrictions, unless those third-parties were acting for or on behalf of the disclosing party related to this engagement, or (iv) is developed by the receiving party independently of, and without reference to, any Confidential Information communicated to the receiving party by or on behalf of the disclosing party. We will use the Confidential Information disclosed to us during this engagement solely to perform services for which we have been engaged.

B. We may be requested to make the Confidential Information available to regulators and other government agencies (including state auditor's staff), pursuant to authority given by law or regulation. Responding to many

such requests is mandatory. In those cases, access to such Confidential Information will be provided under our supervision and we may, upon their request, provide the regulator or agency with copies of all or selected portions of the Confidential Information. The requesting party may intend or decide to distribute the copies or information contained therein to others, including other regulators or agencies.

C. Unless otherwise stated herein, prohibited by law or direction of law enforcement, or agreed in writing, the parties will (i) provide prompt notice of any request received to make Confidential Information pertaining to this engagement, including any of our work product, available to outside parties not involved in the performance of these services and (ii) obtain written consent from the affected party before disclosing the Confidential Information in response to the request. If consent is withheld, the parties will cooperate with any lawful efforts taken to minimize the disclosure or protect the Confidential Information.

D. We will invoice for reasonable and necessary time (at our then-current standard hourly rates) and out-of-pocket expenses (including attorney's fees) we incur to respond to any request (such as a subpoena, summons, court order, or administrative investigative demand) pertaining to this engagement in a legal matter to which we are not a party. If we agree to perform additional substantive services related to or arising out of the request, such matters may be the subject of a new engagement letter.

E. The parties agree to maintain Confidential Information using the same standard of care each uses to protect its own information of like importance but in no case less than a reasonable standard of care.

F. All rights to Confidential Information (including patent, trademarks, copyrights, or other intellectual property rights) shall remain vested in the disclosing party, and no rights in the Confidential Information are vested in the receiving party, except the limited right to use the Confidential Information solely to perform its obligations or exercise its rights under this engagement letter.

G. We will return or destroy the Confidential Information upon the disclosing party's request within a reasonable period of time, except that we will maintain any copies of the Confidential Information for the period necessary to comply with any applicable laws or professional standards and our own document retention policy (e.g. we will maintain our workpapers for seven (7) years from the date of any attest report we issue). Following such a period, we may destroy the Confidential Information without notice.

H. We may at times provide (i) documents marked as drafts or (ii) preliminary or ancillary information or advice (not included in a final deliverable). Those documents, information, and/or advice are for review and consideration purposes only and should not be relied upon or distributed, and should be destroyed, unless otherwise required by law. If further analysis, information, or advice is desired, we will be informed in writing. We may assist if the matter is within our expertise. Unless already encompassed by the scope of our engagement letter, if we agree to provide such further assistance, our services will be handled as additional services in the manner described above.

I. We may transmit and store data via email, the cloud, or other electronic and Internet-based mechanisms to facilitate this engagement. Please be aware that those mediums inherently pose a risk of misdirection or interception of Confidential Information. Any request to limit such transmissions or use a different means of transmission or storage must be made in writing and we will not be responsible for any resulting compromise in data security.

J. We do not act as the host or repository of financial or non-financial information or as an information back-up service provider for our clients. It is the responsibility of our clients to maintain a complete set of their own financial and non-financial data and records. If some portion of the data and records is contained only within our files, inform us before the issuance of our deliverable and we will provide a copy.

K. Unless otherwise stated herein or agreed in writing, neither this engagement nor engagement letter is intended for the benefit of any third party. Any party may inform us of any third party who will receive our deliverable. If we are not informed in writing by a party, we are not aware of the identity of such third parties and we do not anticipate their reliance upon our professional services or deliverable unless otherwise agreed in writing.

7. **Limitations on Liability and Indemnifications.**

A. Each party to this engagement letter other than us gives the following releases and indemnifications to us and our affiliates' partners, employees, and contractors, and each of their heirs, executors, personal representatives, successors and assigns ("Our Representatives"). We and Our Representatives are hereby released, indemnified, and held harmless, from and against any liability and costs, including related liabilities, losses, damages, costs, expenses, and attorneys' fees, resulting from or arising out of: (i) knowing misrepresentations or unintentional or unauthorized disclosures to us or Our Representatives by any party (other than us) or the officers, employees, or others acting or purporting to act on their behalf, (ii) disclosure of our work product to anyone not a party this engagement letter who we were not informed of in advance, or (iii) misdirection, interception, or failed delivery of information connected

with this engagement during transmission, submission, or storage.

B. Our and Our Representatives' total aggregate liability pertaining to this engagement and engagement letter shall be limited to one (1) times the amount of our fees (excluding any reimbursable expenses) the party bringing the claim paid to us for the services in question. In no event shall we or Our Representatives be liable for indirect, incidental, consequential, special, multiple, exemplary, or punitive losses or damages—even if advised of their possible existence.

C. Satisfaction of a claim or cause of action arising from nonattest services (if any) which are part of this engagement or performed pursuant to this engagement letter shall only be sought from the limited liability partnership, Weaver and Tidwell, L.L.P. In no event will our partners, directors, employees, or agents be individually liable for any liability, damages, expenses, or losses of any nature, caused by or resulting from the engagement, engagement letter, or use of our work product. While we are entering into this engagement letter on our own behalf, this paragraph is also intended for the benefit of Our Representatives.

D. All limitations on liability and indemnifications contained herein shall apply to the fullest extent permissible by applicable laws and professional standards (including, without limitation, any applicable rules and interpretations of the AICPA, PCAOB, and SEC), regardless of the cause of action (whether contract, negligence, or otherwise), except as finally determined to have resulted solely from our fraud, gross negligence, or willful misconduct.

8. **Dispute Resolution Procedure including Jury Waiver.**

A. No claim arising out of or relating to this engagement or engagement letter shall be filed more than two (2) years after the earlier of the termination of this engagement or the date of the delivery of our work product in question, if any. This limitation applies and begins to run even if no damage or loss has been suffered, or the injured or damaged party has not become aware of the existence or possible existence of a dispute.

B. If a dispute arises out of or relates to this engagement or engagement letter, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to litigation. In such event, the parties will attempt to agree upon a location, mediator, and mediation procedures, but absent such agreement any party may require mediation in Fort Worth, Texas, administered by the AAA under its Commercial Mediation Procedures.

C. This engagement letter and all disputes between the parties shall be governed by, resolved, and construed in accordance with the laws of the State of Texas, without regard to conflict-of-law principles. Any action arising out of or relating to this engagement or engagement letter shall only be brought in, and each party agrees to submit and consent to the exclusive jurisdiction of the federal or state courts in the State of Texas and convenience of those situated in Tarrant County, Texas.

D. [Intentionally Omitted.]

E. Whenever possible, this engagement letter shall be interpreted in such a manner as to be effective and valid under applicable laws, regulations, or published interpretation, but if any term of this engagement letter is declared illegal, unenforceable, or unconscionable, that term shall be severed or modified, and the remaining terms of the engagement letter shall remain in force. The court should in such case modify any term declared to be illegal, unenforceable, or unconscionable in a manner that will retain the intended term as closely as possible.

F. If because of a change in status or due to any other reason, any of the terms of this engagement or any contract we have now or enter into in the future with any of the other parties, would be prohibited by, or would impair our independence when required under laws, regulations or published interpretations by governmental bodies, professional organizations or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and the contract shall consist of the remaining portions.

9. **Miscellaneous.**

A. We have non-CPA owners who may provide services pertaining to this engagement.

B. We do not provide legal advice or services. If necessary, refer to appropriate legal counsel for advice or services of that nature.

C. This engagement letter sets forth all agreed upon terms and conditions of our engagement with respect to the matters covered herein and supersedes any that may have come before. This engagement letter may not be amended or modified except by further writing signed by all the parties. Any provisions of this engagement letter which expressly or by implication are intended to survive its termination or expiration will survive and continue to bind the parties. The use of electronic signatures or multiple counterparts to execute this engagement letter shall have the same force and effect as a manually or physically signed original instrument.

EideBailly

CPAs & BUSINESS ADVISORS

Report on Firm's System of Quality Control

September 19, 2022

To the Partners of Weaver & Tidwell, L.L.P.
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Weaver & Tidwell, L.L.P. (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, an audit performed under FDICIA, and examinations of service organizations [SOC 1 and SOC 2 engagements].)

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Weaver & Tidwell, L.L.P. applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Weaver & Tidwell, L.L.P. has received a peer review rating of *pass*.

Eide Bailly LLP

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September 5, 2025

Honorable Tim O'Hare, County Judge
Mr. Chandler M. Merritt, County Administrator
Tarrant County, Texas
100 E. Weatherford St.
Fort Worth, Texas 76196

Dear Mr. O'Hare and Mr. Merritt,

Weaver and Tidwell, L.L.P. ("our", "us", and "we") will apply agreed-upon procedures to the to determine whether electronic submission of certain information agrees with the related hard copy documents included in the OMB Uniform Guidance reporting package of Tarrant County, Texas (the "County"), as of or for the year ended September 30, 2025, prepared in accordance with the U.S. Department of Housing and Urban Development (HUD) Real Estate Assessment Center (REAC). The County is responsible for the subject matter.

We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter.

Applicable Standards

The attestation standards applicable to this engagement will be the attestation standards for agreed-upon procedures engagements established by the American Institute of Certified Public Accountants (AICPA) and, if applicable, the standards applicable to attestation engagements contained in Government Auditing Standards issued by the Comptroller General of the United States, and/or any other standards or requirements to be followed.

Engagement Objectives

We will apply the following procedures:

1. Compare the electronic submission of the Uniform Financial Reporting Standards (UFRS) with the hard copy audit report in the REAC system.
2. If your REAC submission agrees with the hard copy report as we submitted it to you, we will approve the submission, so that you can forward your audited report to REAC for review.
3. If your REAC submission does not agree with the hard copy report as we submitted it to you, we will reject the submission and notify you of the changes that are necessary for our approval.

Our Responsibilities

We will conduct our engagement in accordance with the applicable standards described above. We are responsible for carrying out the procedures and reporting findings in accordance with these standards. We have no responsibility to determine the differences between the procedures to be performed and the procedures that we would have determined to be necessary had we been engaged to perform another form of attestation engagement.

Our report will list the procedures performed and our findings.

This engagement is solely for the purpose of reporting our findings regarding the results of the procedures performed as compared to the HUD REAC, pursuant to procedures agreed to by the County and HUD REAC. This report is intended for use by the County and HUD REAC and is expected to be restricted to the use of these specified parties.

The agreed-upon procedures to be performed do not constitute an examination or review of the subject matter. Accordingly, we will not express an opinion or conclusion on the subject matter. If we did perform additional procedures, other matters might come to our attention that would be reported to you.

We have no responsibility to update our report for events and circumstances occurring after the date of our report.

Ms. Jackie Gonzalez is the engagement partner or equivalent for the attest services specified in this letter and is responsible for supervising our services performed as part of this engagement and signing or authorizing another qualified firm representative to sign our report.

We expect to begin our procedures on June 2026, and unless unforeseeable problems are encountered, the engagement should be completed by June 30, 2026. Our report will be addressed to the County and will be intended for use by and restricted to the use of the specified parties as identified above. Our report will contain such restricted-use language.

Should we have any reservations with respect to the subject matter, we will discuss them with you before the report is issued.

Third-Party Service Providers

Depending on the requirements of this engagement, we may use the services of our affiliate, Weaver and Tidwell India LLP, a limited liability partnership incorporated in India, or one or more other third-party service providers to assist us. Before sharing confidential information with those service providers, we will (i) secure agreements to maintain the confidentiality of confidential information and ensure the confidential information is only used for the purpose of assisting us with the performance of this engagement and (ii) take commercially reasonable precautions to determine the service providers have appropriate procedures in place to prevent the unauthorized disclosure of confidential information. If we use such service providers, we will remain responsible for all work performed and any breach of our confidentiality arrangements by those service providers.

Your Responsibilities

Prior to the completion of the engagement, you agree to provide us with written agreement and acknowledgment that the procedures performed are appropriate for the intended purpose of the engagement as noted above.

If we agree herein or otherwise to perform any non-attest services (such as tax services or any other non-attest services), you agree to assume all management responsibilities for those services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

During the course of our engagement, we will request information and explanations from management regarding the Entity's operations, future plans, specific transactions and accounting systems and procedures. As part of our engagement, we will also request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with our engagement. You agree to provide such confirmation. The Entity agrees that as a condition of our engagement, management will, to the best of its knowledge and belief, be truthful, accurate and complete in all representations made to us during the course of the engagement and in the written representation letter. The procedures we perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. False or misleading representations could cause us to expend unnecessary efforts in the engagement; or, worse, could cause a material error or a fraud to go undetected by our procedures.

The hiring of, or potential employment discussions with, any of our personnel could impair our independence. Accordingly, you agree to inform the engagement partner prior to any such potential employment discussions taking place.

Fees and Invoicing

We estimate the fee for this engagement will be $1,950. The total fee for our services will be determined by the complexity of the work performed and the tasks required. Individual hourly rates vary according to the degree of responsibility involved and the skills required. It is understood that neither our fees nor the payment thereof will be contingent upon the results of this engagement.

Our fee estimate is based on anticipated cooperation from all involved and the assumption that unexpected circumstances will not be encountered during the engagement. Our fee estimate does not contemplate our consultation with you on the adoption of new accounting standards or any future increased duties we may have because of the actions of any regulatory body, implementation of any new attest standard, or occurrence of an unknown or unplanned significant transaction. If significant additional time is necessary, we will discuss the reasons with you and arrive at a new fee estimate before we incur the additional costs.

Our invoices for this engagement will be rendered each month as work progresses. Our invoices are payable in accordance with Texas Government Code § 2251.021, if applicable.

Documentation and Deliverable

The documentation we prepare pertaining to and in support of this engagement is our property and constitutes confidential information.

Consistent with professional standards, our firm is subject to peer review and inspection by the PCAOB. Those programs require that our system of quality management and a sample of our work be periodically examined by another independent accounting firm or the PCAOB, respectively. A copy of our latest external peer review report is available at peerreview.aicpa.org. The work we perform for you may be selected for review. If it is, we will provide the reviewers with the required information without notice to you. Professional standards and PCAOB regulations provide the applicable confidentiality requirements.

[Signatures on Next Page]

Incorporated General Terms

Attached are our General Terms that provide additional terms (including but not limited to provisions on confidentiality, limitations on liability, indemnifications, dispute resolution, jury waiver, etc.) for this engagement. Those terms are incorporated and apply to all services described herein.

We appreciate the opportunity to assist you and look forward to working with you and your team.

Sincerely,

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Fort Worth, Texas

Please sign and return a copy of this letter to indicate acknowledgment of, and agreement with, the arrangements for our engagement as described herein, including each party's respective responsibilities. By signing below, the signatory also represents that they have been authorized to execute this agreement.

Tarrant County, Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

GENERAL TERMS

1. **Expenses.**

In addition to the fee for our services, reasonable and necessary out-of-pocket expenses we incur (such as parking, reproduction and printing, postage and delivery, and out-of-market travel, meals, and accommodations) will be invoiced at cost. The total amount stated on each invoice will include a separate administrative and technology charge. The charge represents an estimated allocation of our support personnel, telecommunication, and technology infrastructure expenses. The amount stated on each invoice will also include any sales, use, gross receipts, excise, or other transaction tax imposed on our fees or expenses.

2. **Payment.**

Any disagreement with the charges must be communicated to us in writing within thirty (30) days of the invoice date, after which any right to contest the invoices will be waived. For invoices not paid within sixty (60) days of the invoice date, a late charge will be added to any uncontested outstanding balance. The late charge will be assessed at a rate of half a percent (0.5%) of the unpaid balance per month. If invoices are not paid within ninety (90) days of the invoice date, this engagement (and any other engagements for the same party) will be placed on hold and we will stop work until the balance is brought current, or we may withdraw, and we will not be liable for any damages that may result.

3. **Term.**

A. This engagement ends at the earlier of the completion of our services described above, the provision of any deliverables described above, or the termination of this engagement. Any party may earlier terminate this engagement at any time with ten (10) days' written notice to the other party. If the engagement is terminated, our engagement will be deemed to have been completed upon written notification of termination, and we will be paid for our time expended and expenses incurred through the date of termination.

B. If we are requested to perform additional services not addressed in this engagement letter, we will communicate our ability to perform the services, the scope of additional services we agree to perform, and the fee arrangements we would use. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting the arrangement for performance of such additional services, those services will continue to be governed by the terms of this engagement letter.

4. **Ethical Conflict Resolution.**

In the unlikely event that circumstances occur which we in our sole discretion believe could create a conflict with either the ethical standards of our firm or the ethical standards of our profession in continuing our engagement, we may suspend our services until a satisfactory resolution can be achieved or we may resign from the engagement. We will provide notice of such conflict as soon as practicable and discuss any possible means of resolving the conflict prior to suspending our services.

5. **Non-Solicitation of Our Staff.**

We value every one of our partners, employees, and contractors and have spent a great deal of time and resources to locate, train, and retain those individuals. Accordingly, during the term of this engagement letter and for two (2) years after the later of the termination of this engagement letter or conclusion of the performance of all of our services performed hereunder, no party, whether voluntarily or involuntarily, directly or indirectly, will solicit to employ or engage, on a partner, employee, contractor, or other basis, any of our partners, employees, or contractors who perform these services, without obtaining the prior written consent of our CEO or COO.

6. **Confidentiality.**

A. During the course of this engagement, the parties may disclose to each other, orally, in writing, or otherwise, information that is identified as or which is otherwise categorized by law as proprietary, confidential, or privileged ("Confidential Information"). Confidential Information does not include material which (i) is in the public domain through no fault of the receiving party, (ii) was already known to the receiving party before it was first disclosed to the receiving party by or on behalf of the disclosing party related to this engagement, (iii) is received by the receiving party from third-parties without confidentiality restrictions, unless those third-parties were acting for or on behalf of the disclosing party related to this engagement, or (iv) is developed by the receiving party independently of, and without reference to, any Confidential Information communicated to the receiving party by or on behalf of the disclosing party. We will use the Confidential Information disclosed to us during this engagement solely to perform services for which we have been engaged.

B. We may be requested to make the Confidential Information available to regulators and other government agencies, pursuant to authority given by law or regulation. Responding to many such requests is mandatory. In those cases, access to such Confidential Information will be provided under our supervision and we may, upon their request, provide the regulator or agency with copies of all or selected portions of the Confidential Information. The requesting party may intend or decide to distribute the

copies or information contained therein to others, including other regulators or agencies.

C. Unless otherwise stated herein, prohibited by law or direction of law enforcement, or agreed in writing, the parties will (i) provide prompt notice of any request received to make Confidential Information pertaining to this engagement, including any of our work product, available to outside parties not involved in the performance of these services and (ii) obtain written consent from the affected party before disclosing the Confidential Information in response to the request. If consent is withheld, the parties will cooperate with any lawful efforts taken to minimize the disclosure or protect the Confidential Information.

D. We will invoice for reasonable and necessary time and out-of-pocket expenses we incur to respond to any request (such as a subpoena, summons, court order, or administrative investigative demand) pertaining to this engagement in a legal matter to which we are not a party. Our time to facilitate the response will be charged at our then-current standard hourly rates, our expenses (including attorney's fees) will be invoiced at cost, and our administrative and technology charge will be applied. If we agree to perform additional substantive services related to or arising out of the request, such matters may be the subject of a new engagement letter.

E. The parties agree to maintain Confidential Information using the same standard of care each uses to protect its own information of like importance but in no case less than a reasonable standard of care.

F. All rights to Confidential Information (including patent, trademarks, copyrights, or other intellectual property rights) shall remain vested in the disclosing party, and no rights in the Confidential Information are vested in the receiving party, except the limited right to use the Confidential Information solely to perform its obligations or exercise its rights under this engagement letter.

G. We will return or destroy the Confidential Information upon the disclosing party's request within a reasonable period of time, except that we will maintain any copies of the Confidential Information for the period necessary to comply with any applicable laws or professional standards and our own document retention policy (e.g. we will maintain our workpapers for seven (7) years from the date of any attest report we issue). Following such a period, we may destroy the Confidential Information without notice.

H. We may at times provide (i) documents marked as drafts or (ii) preliminary or ancillary information or advice (not included in a final deliverable). Those documents, information, and/or advice are for review and consideration purposes only and should not be relied upon or distributed, and should be destroyed, unless otherwise required by law. If further analysis, information, or advice is desired, we will be informed in writing. We may assist if the matter is within our expertise. Unless already encompassed by the scope of our engagement letter, if we agree to provide such further assistance, our services will be handled as additional services in the manner described above.

I. We may transmit and store data via email, the cloud, or other electronic and Internet-based mechanisms to facilitate this engagement. Please be aware that those mediums inherently pose a risk of misdirection or interception of Confidential Information. Any request to limit such transmissions or use a different means of transmission or storage must be made in writing and we will not be responsible for any resulting compromise in data security.

J. We do not act as the host or repository of financial or non-financial information or as an information back-up service provider for our clients. It is the responsibility of our clients to maintain a complete set of their own financial and non-financial data and records. If some portion of the data and records is contained only within our files, inform us before the issuance of our deliverable and we will provide a copy.

K. Unless otherwise stated herein or agreed in writing, neither this engagement nor engagement letter is intended for the benefit of any third party. Any party may inform us of any third party who will receive our deliverable. If we are not informed in writing by a party, we are not aware of the identity of such third parties and we do not anticipate their reliance upon our professional services or deliverable unless otherwise agreed in writing.

7. **Limitations on Liability and Indemnifications.**

A. Each party to this engagement letter other than us gives the following releases and indemnifications to us and our affiliates' partners, employees, and contractors, and each of their heirs, executors, personal representatives, successors and assigns ("Our Representatives"). We and Our Representatives are hereby released, indemnified, and held harmless, from and against any liability and costs, including related liabilities, losses, damages, costs, expenses, and attorneys' fees, resulting from or arising out of: (i) knowing misrepresentations or unintentional or unauthorized disclosures to us or Our Representatives by any party (other than us) or the officers, employees, or others acting or purporting to act on their behalf, (ii) disclosure of our work product to anyone not a party this engagement letter who we were not informed of in advance, or (iii) misdirection, interception, or failed delivery of information connected with this engagement during transmission, submission, or storage.

B. Our and Our Representatives' total aggregate liability pertaining to this engagement and engagement letter shall be limited to one (1) times the amount of our fees (excluding any reimbursable expenses) the party bringing the claim paid to us for the services in question. In no event shall we or Our Representatives be liable for indirect, incidental, consequential, special, multiple, exemplary, or punitive losses or damages—even if advised of their possible existence.

C. Satisfaction of a claim or cause of action arising from nonattest services (if any) which are part of this engagement or performed pursuant to this engagement letter shall only be sought from the limited liability partnership, Weaver and Tidwell, L.L.P. In no event will our partners, directors, employees, or agents be individually liable for any liability, damages, expenses, or losses of any nature, caused by or resulting from the engagement, engagement letter, or use of our work product. While we are entering into this engagement letter on our own behalf, this paragraph is also intended for the benefit of Our Representatives.

D. All limitations on liability and indemnifications contained herein shall apply to the fullest extent permissible by applicable laws and professional standards (including, without limitation, any applicable rules and interpretations of the AICPA, PCAOB, and SEC), regardless of the cause of action (whether contract, negligence, or otherwise), except as finally determined to have resulted solely from our fraud, gross negligence, or willful misconduct.

8. **Dispute Resolution Procedure including Jury Waiver.**

A. No claim arising out of or relating to this engagement or engagement letter shall be filed more than two (2) years after the earlier of the termination of this engagement or the date of the delivery of our work product in question, if any. This limitation applies and begins to run even if no damage or loss has been suffered, or the injured or damaged party has not become aware of the existence or possible existence of a dispute.

B. If a dispute arises out of or relates to this engagement or engagement letter, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to litigation. In such event, the parties will attempt to agree upon a location, mediator, and mediation procedures, but absent such agreement any party may require mediation in Fort Worth, Texas, administered by the AAA under its Commercial Mediation Procedures.

C. This engagement letter and all disputes between the parties shall be governed by, resolved, and construed in accordance with the laws of the State of Texas, without regard to conflict-of-law principles. Any action arising out of or relating to this engagement or engagement letter shall only be brought in, and each party agrees to submit and consent to the exclusive jurisdiction of the federal or state courts in the State of Texas and convenience of those situated in Tarrant County, Texas.

D. [Intentionally Omitted.]

E. Whenever possible, this engagement letter shall be interpreted in such a manner as to be effective and valid under applicable laws, regulations, or published interpretation, but if any term of this engagement letter is declared illegal, unenforceable, or unconscionable, that term shall be severed or modified, and the remaining terms of the engagement letter shall remain in force. The court should in such case modify any term declared to be illegal, unenforceable, or unconscionable in a manner that will retain the intended term as closely as possible.

F. If because of a change in status or due to any other reason, any of the terms of this engagement or any contract we have now or enter into in the future with any of the other parties, would be prohibited by, or would impair our independence when required under laws, regulations or published interpretations by governmental bodies, professional organizations or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and the contract shall consist of the remaining portions.

9. **Miscellaneous.**

A. We have non-CPA owners who may provide services pertaining to this engagement.

B. We do not provide legal advice or services. If necessary, refer to appropriate legal counsel for advice or services of that nature.

C. This engagement letter sets forth all agreed upon terms and conditions of our engagement with respect to the matters covered herein and supersedes any that may have come before. This engagement letter may not be amended or modified except by further writing signed by all the parties. Any provisions of this engagement letter which expressly or by implication are intended to survive its termination or expiration will survive and continue to bind the parties. The use of electronic signatures or multiple counterparts to execute this engagement letter shall have the same force and effect as a manually or physically signed original instrument.

EideBailly

CPAs & BUSINESS ADVISORS

Report on Firm's System of Quality Control

September 19, 2022

To the Partners of Weaver & Tidwell, L.L.P.
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Weaver & Tidwell, L.L.P. (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

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Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, an audit performed under FDICIA, and examinations of service organizations [SOC 1 and SOC 2 engagements].)

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Weaver & Tidwell, L.L.P. applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Weaver & Tidwell, L.L.P. has received a peer review rating of *pass*.

Eide Bailly LLP

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TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 9
Department: Administrator	**Prepared By:** Maegan South, Assistant County Administrator	**Approved By:** Matthew Jones

SUBJECT:

Consideration of Fiscal Year 2026 Contract between Tarrant County and My Health My Resources of Tarrant County to Provide Behavioral Health and Intellectual Disability Services through the Tarrant County Law Liaison Program

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider FY 2026 contract between Tarrant County and My Health My Resources of Tarrant County (MHMRTC) to provide behavioral health/intellectual disability services through the Law Liaison Program.

BACKGROUND

This contract will provide behavioral health/intellectual disability services through the Law Liaison Program in Tarrant County. The program provides these services through the auspices of MHMRTC to administer a jail diversion program for individuals with mental impairments. The mental health liaison team consists of mental health/law enforcement officers. The goal of the mental health liaison team is to enhance coordination between law enforcement agencies to prevent the inappropriate incarceration of persons with mental impairments and encourage participation in treatment services.

This contract is for the use of FY 2026 appropriations for a program director position, direct care team lead position, direct care positions, and support associate. Justice Assistance Grant (JAG) funds are also used to support this program under separate contracts for each grant funding period.

The term of this contract is October 1, 2025 through September 30, 2026. The contract amount is $971,742.00. The funds will be used for operating expenses such as personnel, benefits, staff travel, office supplies, information systems, staff training, and office leases.

The District Attorney's Office has approved this contract as to form.

FISCAL IMPACT

Funding in the amount of $971,742.00 is available in account T0450-2025 Public Health - 1115 Waiver Fund/1140100000 - Non Departmental/569016 Special Needs Off Proj.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By:
Tim O'Hare
County Judge

APPROVED AS TO FORM:

District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____
Auditor

Attachments

9-16 FY 26 MHMRTC Law Liaison - General Fund.pdf

STATE OF TEXAS	§	**CONTRACT BETWEEN TARRANT COUNTY**
	§	**AND MHMR OF TARRANT COUNTY**
	§	**FOR THE LAW LIAISON PROGRAM**
COUNTY OF TARRANT	§	

WHEREAS, the County of Tarrant, State of Texas (hereinafter referred to as **COUNTY**) recognizes a need to provide countywide behavioral health/intellectual disability services; and

WHEREAS, the **COUNTY** desires to provide certain behavioral health/intellectual disability services through the auspices of MHMR of Tarrant County (hereinafter referred to as **MHMRTC**); and

WHEREAS, **MHMRTC** desires and agrees to provide such services for a fee.

WHEREAS, the **COUNTY** has budgeted **$971,742.00** fiscal year 2026 for the provision of these services and will use other sources of funds for the program which are contracted separately; and

Now therefore, all parties mutually agree, and contract as follows:

1) The term of this Contract shall be from October 1, 2025, through September 30, 2026.

2) **MHMRTC** agrees to provide behavioral health/intellectual disability services throughout the County of Tarrant through the "Law Liaison Program" as set forth in *Exhibits A, B, C and D* (attached hereto) to the extent funds are available under this Contract and, further, to the extent any matching funds are or become available from other sources.

3) **COUNTY** shall pay to **MHMRTC** within 30 days of receipt of the monthly billing and programmatic reporting (see paragraph #6) for the provision of services pursuant to the contract. The billing and reporting shall be received by the 15th day of the month for the prior month during the contract term. Monthly billings shall be for actual expenses only. All funds must be expended according to *Exhibit C* (Personnel Costs) and *Exhibit D* (Budget Summary). Under no circumstances shall the **COUNTY** pay more than **$971,742.00** for services performed by **MHMRTC** pursuant to this Contract during the contract period.

4) The **COUNTY** finds that the consideration is adequate and that this Contract allows for the efficient provision of such services by **MHMRTC** and that this undertaking is necessary for the benefit of the public.

5) **MHMRTC** agrees to provide the **COUNTY,** upon thirty (30) days written notice, access to all records which in any manner relate to the programs detailed in *Exhibits A, B, C and D* with appropriate measures having been taken if needed to comply with applicable law regarding the confidentiality of medical and/or mental health information. Furthermore, the **COUNTY** reserves the right to audit those programs upon which these funds are expended.

6) **MHMRTC** agrees to maintain accurate programmatic records regarding the services provided and the expenditure of funds made hereunder and shall, along with monthly invoices, submit to the **COUNTY** the following:

   a) Report of training sessions held, including date, training topic, copy of agenda if available, and participating agencies.
   b) Report of call activity by call type, diversion activity, and type of follow up completed.

   The reports listed above should be provided along with monthly invoices to the following:

   Tarrant County Auditor – SAP-Invoices@tarrantcountytx.gov
   Budget and Risk Management – Budget_RiskManagement@tarrantcountytx.gov
   County Administration – ADMContracts@tarrantcountytx.gov

7) In the event **MHMRTC** employs any subcontractor to provide a service hereunder, it shall require said subcontractor to comply with the requirements of this Contract.

8) The **COUNTY** may terminate this Contract upon thirty (30) days written notice, with or without cause, and at no penalty or expense to the **COUNTY**.

9) **MHMRTC** agrees that no member of the Board of Trustees of **MHMRTC**, no officer of **MHMRTC** and no staff member of **MHMRTC** may directly or indirectly receive any pecuniary interest from a contract entered into by **MHMRTC**. This paragraph shall not be construed to prevent the payments of salary for those persons who are employees of **MHMRTC**.

10) Should any budgeted funds remain unexpended at the conclusion of this Contract or upon termination, such funds will remain with the **COUNTY** and be unavailable for reimbursement.

11) The Parties agree to abide by all local, state and federal laws, and abide by all applicable regulatory, licensing and accrediting agency requirements.

12) MHMRTC verifies that it, and any subcontractor utilized pursuant to paragraph 7, does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001.

SIGNED AND EXECUTED this _____ day of _____, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

Separate Electronic Signature
Tim O'Hare
County Judge

MHMR OF TARRANT COUNTY

_____ Date: _____
Chairman, Board of Trustees or
Authorized Agent

CERTIFICATION OF AVAILABLE FUNDS: $_____

_____
Tarrant County Auditor

APPROVED AS TO FORM:

_____
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts 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 contract review from independent counsel.

"Exhibit A"

CONTRACT BETWEEN
TARRANT COUNTY AND MHMRTC
FOR LAW LIAISON PROGRAM

Program Description

The goal of the program is to enhance coordination between law enforcement and mental health agencies to prevent the inappropriate incarceration of persons with mental impairments and encourage participation in treatment services. To follow is a description of the program developed through this collaborative process.

Primary Components:

1. **Specialized training of law enforcement officers** on two levels: a) a 40-hour Crisis Intervention training suitable for the general patrol officer that covers techniques for identifying and interacting with persons with mental impairments to promote safety in the initial police response, and b) a more intensive Mental Health Officer training. The Mental Health Officer training is identified as an elite designation, composed of a 40-hour curriculum that is also TCOLE certified. A team comprised of law enforcement and mental health personnel conducts all training. An eight-hour refresher course will be offered by the respective law enforcement agency for Crisis Intervention.

2. **A cadre of Mental Health/Crisis Intervention Officers** who will assist patrol officers with calls involving persons with mental impairments, including intellectual disabilities. Once a decision not to arrest has been made, these officers will work closely with the law liaison team to evaluate the individual's needs, determine the most appropriate diversion resources, and carry out that diversion.

3. **A law enforcement/mental health liaison team (Crisis Intervention Team)** will assist officers in finding and accessing the services needed to complete a mental health diversion. The liaisons will communicate and coordinate with public/private mental health and social service agencies to facilitate successful and timely completion of law enforcement referrals. The liaisons are employees of MHMRTC but will be supervised by an inter-agency management team.

4. **Coordination among mental health service providers** to create a network of service that law enforcement officers can access when they do not believe arrest is deserved. This network, coordinated by the liaison team, responds more effectively to the immediate needs of law enforcement officers and includes resources for persons who do not require hospitalization, but need and are willing to receive services. This system provides follow-up on all referrals, promotes continuity of care and a reduction in recidivism.

"Exhibit B"

CONTRACT BETWEEN
TARRANT COUNTY AND MHMRTC
FOR LAW LIAISON PROGRAM

Scope of Services

The liaisons' primary duties include:

- Contacting local mental health service providers to educate them about the program and develop resource referrals for law enforcement officers
- Providing 24-hour telephone assistance to law enforcement officers who request help in accessing mental health services for persons with mental impairments
- Provide mental health personnel alongside a law enforcement agency in representation of a co-responder model for participating law enforcement agencies that respond to calls in progress related to persons in crisis
- Facilitating and following up on law enforcement referrals to make sure they are completed and to resolve any problems
- Conduct specialized training sessions for law enforcement officers
- Maintaining a database of current local mental health resources, including services provided, hours of operation, service criteria, contact persons, etc.
- Maintaining a detailed database of all law enforcement contacts, services provided and program outcomes
- Preparing reports of program activities and outcomes for the Community Management Team and Tarrant County Administration

Performance indicators for the unit will be developed in conjunction with Tarrant County Budget and Risk Management.

"Exhibit C"

CONTRACT BETWEEN
TARRANT COUNTY AND MHMRTC
FOR LAW LIAISON PROGRAM

Personnel Costs

MHMRTC's request to the County includes the following positions:

(.80) Mental Health Law Liaison Senior Director position
(1) Mental Health Law Liaison direct care Team Lead
(6.25) Mental Health Law Liaison direct care positions
(.60) ABH Support Associate

All positions will be staff employees of MHMRTC and MHMRTC will assume fiscal authority. An inter-agency Community Management Team composed of law enforcement officers and mental health professionals will supervise the program along with mental health advocates.

"Exhibit D"

CONTRACT BETWEEN
TARRANT COUNTY AND MHMRTC
FOR LAW LIAISON PROGRAM

Budget Summary

Revenue:

Tarrant County	$971,742	
Total Revenue	**$971,742**	

Expenses:

Salaries	$539,272	See "Exhibit C"
Benefits	$193,754	Employee benefits
Staff Travel	$1,400	Mileage
Office Supplies	$5,800	Office supplies
Systems	$54,826	Computer lease/software/user fees
Mobile Telephones/Air Cards	$5,240	Mobile/Office telephones, air cards
Staff Training	$1,500	Training for staff
Office Lease	$27,122	Lease for office space
Other Costs	$16,079	Professional insurance, postage, safety vests, copier/shredding costs and supplies
Administrative Costs	$126,749	MHMR administrative allocation
Total Expenses	**$971,742**	

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 16
Department: Administrator	**Prepared By:** Maegan South, Assistant County Administrator	**Approved By:** Matthew Jones

SUBJECT:

Consideration of Fiscal Year 2026 Contract between Tarrant County and My Health My Resources of Tarrant County to Provide Behavioral Health and Intellectual Disability Services to Inmates in the Tarrant County Jail System

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider FY 2026 contract between Tarrant County and My Health My Resources of Tarrant County (MHMRTC) to provide behavioral health/intellectual disability services to inmates in the Tarrant County Jail System.

BACKGROUND

This contract will provide behavioral health/intellectual disability services to inmates in the Tarrant County Jail System through the auspices of MHMRTC. The program began in April 1990 to identify mentally ill inmates in the jail. After identification, the program staff works to divert the individual from the criminal justice system into an alternative program more suited to the individual's needs. The services performed include screening and evaluation, recommendations for psychiatric treatment needs, psychiatric evaluation, counseling and therapeutic support, court liaison services, competency hearings, case management for pre-trial release plans, and referral to community support services for housing or financial assistance.

MHMRTC will continue to provide the above-mentioned services to inmates in the Tarrant County Jail System. This contract is between Tarrant County, the Tarrant County Sheriff's Office and MHMRTC and provides funding not to exceed $9,212,413.00. The Tarrant County Hospital District provides funds to the County under a separate agreement for this purpose. This contract does not include the cost for the Sheriff to provide services and resources to support the program.

The term of this contract is September 1, 2025 through August 31, 2026.

The District Attorney's Office has approved this contract as to form.

FISCAL IMPACT

This contract is between Tarrant County, the Tarrant County Sheriff's Office and MHMRTC and provides up to $9,212,413.00 to MHMRTC for providing the services outlined above. Funding is available in accounts 10000-2026 General Fund/2120910000 Sheriff Confinement/566021.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By:
Tim O'Hare
County Judge

APPROVED AS TO FORM:

District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $9,212,413.00 Contingent upon Commissioners Court approval of FY26 Budget

County Auditor

Attachments

9-16 FY 26 MHMRTC Inmates Contract.pdf

STATE OF TEXAS § **FY 2026 CONTRACT BETWEEN TARRANT COUNTY AND**
§ **MHMR OF TARRANT COUNTY**
§ **FOR BEHAVIORAL HEALTH/ INTELLECTUAL DISABILITY**
COUNTY OF TARRANT § **SERVICES FOR INMATES AT THE TARRANT COUNTY JAIL**

WHEREAS, the County of Tarrant, State of Texas (hereinafter referred to as **COUNTY**) and the Tarrant County Sheriff (hereinafter referred to as **SHERIFF**) recognizes the need to identify and provide behavioral health/intellectual disability services to persons with a serious and persistent mental illness who are inmates at the Tarrant County Jail; and

WHEREAS, MHMR of Tarrant County (hereinafter referred to as **MHMRTC**) provides behavioral health/intellectual disability services to individuals in Tarrant County, and the **COUNTY** and **SHERIFF** desire to provide this behavioral health/intellectual disability service through the auspices of **MHMRTC**; and

WHEREAS, the **COUNTY** will receive $9,212,413.00 for fiscal year 2026 from the Tarrant County Hospital District for the provision of this service, and **MHMRTC** desires to provide behavioral health/intellectual disability services to inmates at the Tarrant County Jail; and

WHEREAS, MHMRTC will continue to review other funding sources to offset the cost of positions and providers; and

WHEREAS, **MHMRTC** and **COUNTY** agree that administrative fees shall not exceed a maximum of fifteen percent (15%) annually.

WHEREAS, MHMRTC desires and agrees to provide such services for a fee, parties mutually agree and contract as follows:

1. The term of this Contract shall be from September 1, 2025 through August 31, 2026.

2. **MHMRTC** agrees to provide behavioral health/intellectual disability services to inmates at the Tarrant County Jail as set out in *Exhibit B* (attached hereto) and the **SHERIFF** agrees to provide the services and resources as set out in *Exhibit A* (attached hereto), to the extent funds are available to each under this Contract and further, to the extent any matching funds are or become available from other sources.

3. **COUNTY** shall pay to **MHMRTC,** on or before the last day of the month following billing by the 10th day of the month for the prior month during the contract term, actual documented expenses for the provision of behavioral health/intellectual disability services pursuant to the agreement for inmates confined pursuant to Tarrant County law enforcement activity. Under no circumstances shall the **COUNTY** pay more than $9,212,413.00 for services performed by **MHMRTC** pursuant to the Contract during the fiscal year. **MHMRTC** will receive payment for only those inmates that receive **MHMRTC** services while incarcerated in the Tarrant County jail system.

4. It is understood that the total cost of this program, considering all contributions of funds, shall not exceed $9,212,413.00.

5. The **COUNTY, SHERIFF** and **MHMRTC** find that the consideration is adequate that this Contract allows for the efficient provision of such services by **MHMRTC** and this undertaking is necessary for the benefit of the public.

6. **MHMRTC** agrees to provide the **COUNTY,** upon thirty (30) days written notice, access to all records which in any manner relate to the program, with appropriate measures having been taken if needed to comply with applicable law regarding the confidentiality of medical and/or mental health information. Furthermore, the **COUNTY** reserves the right to audit the program upon which these funds are expended.

7. **MHMRTC** agrees to maintain accurate programmatic and fiscal records regarding the services provided and the expenditure of funds made hereunder and shall render to the **COUNTY** a monthly report detailing the manner in which such funds were expended.

8. In the event **MHMRTC** employs any subcontractor to provide a service hereunder, it shall require said subcontractor to comply with the requirements of paragraphs #6 and #7 above.

9. **MHMRTC** shall function in the capacity of independent contractor of the **COUNTY** and **SHERIFF**. Employees of **MHMRTC** shall not hold themselves out as employees or agents of the **COUNTY** or **SHERIFF**. Employees of the **COUNTY** and **SHERIFF** shall not hold themselves out as employees or agents of **MHMRTC**. Each party to this Contract is solely responsible for the payroll, salaries, withholding and any benefits provided its employees.

10. The **COUNTY** and/or **MHMRTC** may terminate this Contract upon thirty (30) days written notice without cause, and at no penalty or expense to the **COUNTY**. The **COUNTY** and/or **MHMRTC** may terminate this Contract immediately if **COUNTY** and/or **MHMRTC** have cause to believe that termination of the agreement is in the best interests of the health and safety of the persons served under this agreement.

11. **MHMRTC** agrees that no member of the Board of Trustees of **MHMRTC**, no officer of **MHMRTC** and no staff member of **MHMRTC** may directly or indirectly receive any pecuniary interest from a contract entered into by **MHMRTC**. This paragraph shall not be construed to prevent the payments of salary for those persons who are employees of the **MHMRTC**.

12. The Parties agree to abide by all local, state and federal laws, and abide by all applicable regulatory, licensing and accrediting agency requirements. Furthermore, all parties agree to report to the others allegations of abuse and neglect in compliance with federal and state laws, rules and regulations and **MHMRTC** policies and procedures, as applicable.

13. **MHMRTC** verifies that it, and any subcontractor utilized pursuant to paragraph 8, 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.

14. Parties shall use best efforts to fully implement the policies and procedures required in Exhibit B as soon as possible from the time of execution of this contract. **MHMRTC** and the **SHERIFF** will meet monthly to discuss progress of the implementation of new timelines and procedures and status of hiring of new personnel.

15. **SHERIFF** understands and acknowledges that staffing issues may cause delays in the timelines to perform the services stated in this Agreement. **MHMRTC** will always make best efforts to comply with the timelines; however, delays in performance may be unavoidable. The effects of staffing shortages may adversely affect MHMRTC's workforce impacting **MHMRTC's** ability to perform as planned and causing delays in the timelines stated in this Agreement. The parties agree that delays resulting from the effects of staffing shortages are beyond the control of the parties, and if such delays occur, **MHMRTC** will be granted a reasonable extension of time. **MHMRTC** will keep **SHERIFF** informed of any unavoidable delays and will work with SHERIFF in resolving any issues promptly. **MHMRTC** will continue to use clinically appropriate practices to comply with the timelines and obligations herein to the extent practical, in order to protect the health and safety of all involved.

SIGNED AND EXECUTED this _____ day of _____, 2025

COUNTY OF TARRANT
STATE OF TEXAS

_____	_____
Tim O'Hare	Bill Waybourn
County Judge	Tarrant County Sheriff
APPROVED AS TO FORM:	CERTIFICATION OF AVAILABLE FUNDS: $_____
_____	_____
District Attorney's Office*	Tarrant County Auditor

*By law, the District Attorney's Office may only approve contracts 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 contract review from independent counsel.

MHMR OF TARRANT COUNTY

_____ Date: _____

Chairman, Board of Trustees or
Authorized Agent

"Exhibit A"

CONTRACT BETWEEN
TARRANT COUNTY AND MHMRTC
FOR MHMR SERVICES FOR INMATES IN THE TARRANT COUNTY JAIL

Duties of the SHERIFF

1. Designate one 48-man open housing unit and one 24-man single cell lock down housing unit (hereinafter jointly referred to as the "Mental Health Pods") for use by **MHMRTC** in the provision of specialized mental health services at the Jail.

2. Provide detention officers to work in the Mental Health Pods. Such detention officers shall be supervised by the Tarrant County Sheriff's Department.

3. Provide semi-private office space for use by **MHMRTC** in the Tarrant County Corrections Center adequate to meet the needs of the program. At least part of the office space shall be an enclosed space capable of storing confidential files, entry to which may be barred by a keyed lock.

4. Provide four provider interview rooms (Room #'s 213, 215, 249, 286) for the **MHMRTC** providers in the 5th floor medical unit and provide one provider interview room at the Greenbay Facility.

5. Provide eight (8) interview rooms for the use of **MHMRTC** personnel: four interview rooms in the Tarrant County Corrections Center (Room #'s 213, 215, 249, 286); one interview room in the Belknap facility; two interview rooms in the Greenbay facility (Room #'s PR2, PR3); and one room in the Cold Springs facility, if necessary. Provide detention officer for supervision during psychiatric and nursing interviews.

6. Provide **MHMRTC** access to an interview space in the booking area of the Tarrant County Corrections Center.

7. Allow authorized **MHMRTC** personnel access to the jail computer network. Access to the network shall be provided by the **SHERIFF** and located in the **MHMRTC** work-spaces as needed and including the booking area of the jail.

8. Provide **MHMRTC** personnel a telephone system with at least 25 telephone lines and one fax line capable of accessing an outside line: Eighteen (18) lines and one (1) fax line in the **MHMRTC** 6th floor office space of the Tarrant County Corrections Center; one (1) line in the **MHMRTC** interview space in the booking area at the Corrections Center; four (4) lines in room #'s 213, 215, 249, 286 on the 5th floor of the Corrections Center; two (2) lines in the **MHMRTC** interview room at the Greenbay facility in Room #'s PR2 and PR3. **MHMRTC** shall reimburse the **COUNTY** the cost of any long distance or other type of toll call. The **MHMRTC** telephone system should include five (5) multi-line units.

9. Ensure that inmates referred for mental health services are available to be screened by **MHMRTC** personnel within time frames specified in this Contract.

10. Provide space and data connections as required to operate telemedicine equipment used to assist service delivery to remote Tarrant County jail system locations.

11. Review **MHMRTC** reports and discuss concerns with **MHMRTC** leadership.

12. Attend weekly MHMR and Medical Meetings.

13. Emergency referrals to **MHMRTC** shall be accompanied by a phone call to 817-480-7309 and by email forensic@mhmrtc.org or by some other means as agreed to by both parties.

14. Provide access and data needed to compile **MHMRTC** report referred to in Paragraph 11 of ***Exhibit B***.

15. Notify MHMRTC by email to forensic@mhmrtc.org of any MHMR observation Housing referrals that are refused within eight (8) hours of denial.

"Exhibit B"

CONTRACT BETWEEN
TARRANT COUNTY AND MHMRTC
FOR MHMR SERVICES FOR INMATES IN THE TARRANT COUNTY JAIL

Duties of MHMRTC

1. Provide mental health services and 24 hour on-call response in addition to the on-site staffing described herein (hereinafter "mental health services") to inmates of any Tarrant County Jail facility. Mental Health Community Standards promulgated by the Texas Department of State Health Services, Texas Health and Human Services Commission, will be used° to guide the provision of care as applicable to the services rendered (Texas Administrative Code, Title 26, Part l; Chapter 301, Subchapter G).
2. Provide personnel to carry out the terms of this agreement in accordance to *Exhibit* C (attached hereto). Such personnel may be independent contractors or employees of **MHMRTC.** Employees of **MHMRTC** shall be supervised by **MHMRTC.** Personnel provided by independent contract shall be subject to prior approval by all parties.
3. 1f an intake screening determines an MHMR Assessment should take place, or a staff member requests an MHMR Assessment, Qualified Mental Health Professionals (QMHPs) shall be available in booking twenty-four (24) hours per day, seven (7) days per week, to assess inmates. The MHMR Assessment shall be done as soon as possible within four (4) hours of referral to **MHMRTC** if inmate is in booking, eight (8) hours if inmate is not in booking, to determine whether inmate is in need of mental health services and to determine the urgency of that need. Referred inmate should remain in the booking area of the Tarrant County Corrections Center, and assessments shall generally be performed in the booking area unless other arrangements for assessments have been agreed to in advance by the parties on a case-by-case basis. For purposes of this agreement, in person does not prohibit telehealth services being used.

   Based on the MHMR Assessment, categorize each inmate needing mental health services as either Emergency case, Urgent, Routine case, or No Intervention Currently Needed, as defined in this paragraph.

   Emergency - Inmate actively harming self or others. Intervention level categorized as an emergency case shall be referred for mental health services and shall be preliminarily examined by an Advanced Practice Registered Nurse (APRN), a Physician Assistant (PA), or a physician, in person or via telehealth as soon as possible within twelve (12) hours of inmate being referred to **MHMRTC.**

   Urgent - Inmate displaying passive behavior that may cause direct danger if not addressed with psychiatric intervention. This may include behavior with co-existing medical issues that may become life threatening if not addressed, or displaying behavior that is directly influenced by a psychiatric decompensation. Intervention level

categorized as an urgent case shall be referred for mental health services and shall be preliminarily examined by an APRN, a PA, or a physician as soon as possible before the end of the same shift during which the inmate is referred to MHMRTC the next calendar day.

Routine -All other inmates needing mental health services. Intervention level categorized as a routine case shall be evaluated by an appropriate Mental Health Qualified Professional at the discretion of **MHMRTC** according to appropriate professional standards.

No Intervention Currently Needed - Intervention level categorized as not currently needing **MHMRTC** intervention.

4. **Post-Intake Assessment.** Review and t1iage of post-intake referrals will be completed as soon as possible within eight (8) hours by a QMHP. Inmate categorization, MHMR Assessment, and follow-up will follow, as clinically appropriate. Each inmate shall be categorized as either an Emergency case, Urgent case, Routine case, No Intervention Currently Needed, or Duplicate or Non-**MHMRTC** Related case, as defined in this paragraph. The inmate may be scheduled for a provider visit based upon clinical need. Reviews of the inmate's categorization shall be conducted as appropriate to evaluate any changes in the inmate's level of security. For purposes of this agreement, "in person" does not prohibit telehealth services from being used.

Emergency- Inmate actively harming self or others. Intervention level categorized as an emergency case shall be referred for mental health services and shall be addressed as soon as possible. Emergency cases shall be preliminarily examined by an APRN, a PA, or a physician, in person or via telehealth as soon as possible within twelve (12) hours of inmate being referred to **MHMRTC,** if the behavior is not resolved with lesser interventions.

Urgent - Inmate displaying passive behavior that may cause direct danger if not addressed with psychiatric intervention. This may include behavior with co-existing medical issues that may become life threatening, if not addressed, or displaying behavior that is directly influenced by a psychiatric decompensation. Intervention level categorized as an urgent case shall be referred for mental health services and shall be preliminarily examined by an APRN, a PA, or a physician as soon as possible before the end of the same shift during which the inmate is referred to **MHMRTC** the next calendar day, if the behavior is not resolved with lesser interventions.

Routine - All other inmates needing mental health services. Intervention level categorized as a routine case shall be evaluated by an appropriate Mental Health Qualified Professional at the discretion of **MHMRTC** according to appropriate professional standards.

No Intervention Currently Needed - Intervention level categorized as not currently needing **MHMRTC** intervention.

Duplicate or Non-MHMRTC Related - Inmates who have either already been referred to MHMRTC for the same issue/concern, or do not have any Mental Health concerns will be closed out with no further action taken.

5. Accept inmate referrals for mental health services from the **SHERIFF** or his employees and JPS Hospital doctors and staff providing healthcare services in the jail and provide assessment in accordance with Paragraphs 4 [intake preliminary assessment] and *5* [post intake assessment] above.

6. Upon request, evaluate the mental health and criminal status and history of inmates in order to recommend an appropriate diversionary alternative for the particular inmate. **MHMRTC** will have all psychiatrists and psychologists that access the Sheriff's Department criminal history file under the direct supervision of the **MHMRTC** staff.

7. Provide follow-up involving psychiatric medication as described herein. Inmates classified as emergency cases or needing urgent care shall receive at least one daily face to face visit with a QMHP until it has been established that the patient's status can be safely downgraded to routine monitoring according to customary professional standards for mental health care. If possible, emergency, and urgent care patients will be housed on the medical floors, where patients are able to be monitored by medical staff.

Evaluate inmates returning from a state hospital without prescribed psychiatric medication within forty-eight (48) hours of inmate's arrival at the jail and prescribe psychiatric medication as necessary. Evaluate inmates scheduled for transfer to a state hospital for necessity of psychiatric medication within five (5) business days of entry of the order for said transfer. Conduct evaluations and prescribe psychiatric medication if the inmate has not previously been seen by a provider during the current incarceration.

If it comes to the attention of **MHMRTC** that any prescribed psychiatric medication has not been provided within twenty-four (24) hours of its prescription, within twelve (12) hours MHMRTC shall 1) notify JPS, and 2) notify **SHERIFF**'s chain of command for that innate, consisting of a Lieutenant, Captain, or Chief.

If it comes to the attention of **MHMRTC** that an inmate is compliant with psychiatric medication that appears to be causing a negative side effect or adverse reaction, a physician, a PA, or an APRN shall take corrective action, if necessary, by no later than the end of the following day.

If it comes to the attention of **MHMRTC** that an inmate refuses to take psychiatric medication voluntarily, and inmate has been found incompetent to stand trial, and inmate is a danger to self or others, **MHMRTC** shall notify the appropriate Judicial officials who can initiate further follow-up within two (2) business days of this

knowledge of the inmate's noncompliance. **MHMRTC** will follow the Judicial official's recommendations regarding possible next steps.

lf an inmate comes into the Tarrant County Jail with verified MHMR prescribed medications, **MHMRTC** shall review and prescribe medications, as clinically appropriate, before the end of the following day. If verified medication is unable to be prescribed, the inmate will be seen within two (2) calendar days, except in an emergency or urgent care case by an **MHMRTC** provider.

For inmates who are currently taking psychiatric medication upon coming to the jail, **MHMRTC** providers shall (1) verify current medication, and (2) assess the need to prescribe continued psychiatric medication by the end of the next calendar day. ·

For inmates who provide Credible information suggesting they are currently taking psychiatric medication upon coming to the jail, but the current prescription cannot be verified, **MHMRTC** providers shall assess the need to prescribe continued psychiatric medication in the following time periods after **MHMRTC's** receipt of any Credible information: within 12 hours (emergency cases), within 24 hours (urgent cases), and for all other cases, by the end of the second calendar day.

MHMRTC providers may verify and prescribe medications with or without a face-to-face encounter with the patient, within their professional discretion. However, in cases of extenuating circumstances, where **MHMRTC** is prevented from accessing the inmate and from reasonably ascertaining the need for psychiatric medications, the aforementioned time periods are paused as of the beginning of the extenuating circumstance preventing **MHMRTC** from accessing the inmate and resume when the extenuating circumstance has been resolved.

"Credible Information" is defined as information regarding the inmate's claimed current prescription that a reasonable clinician would judge to be believable based on their clinical judgement when considering the inmate's symptomology, the inmate's appearance, or other readily available health and medical information.

8. Provide continuing care to inmates prescribed medication by an **MHMRTC** provider, who are classified as routine patients. Such inmates shall be seen by **MHMRTC** staff in person or by telehealth at least every thirty (30) days, or as frequently as professional standards of care require. They shall receive further mental health services from appropriate providers according to applicable professional standards.

9. Provide in-person visits from a QMHP at least every seven (7) days to each single-cell inmate housed in "MHMR Observation Housing" (whether located in Correction Center Pods 56A, 56B, LECC Pod *59C,* or elsewhere), unless the inmate's mental health needs dictate more frequent care according to customary professional standards for mental health care.

10. Provide the **SHERIFF** or his designee with a weekly statistical report, the report will be completed in a form mutually agreed to by the parties. Additional measurable data may be requested, and the template can be amended from time to time by mutual agreement between the parties, in accordance with the needs of the **SHERIFF.**

11. Provide mental health services to inmates who have been referred by **MHMRTC** for admission to the "MHMR Observation Housing, but who are not currently housed in the MHMR Observation Housing. **MHMRTC** shall treat these inmates under the same standards as defined in this agreement for MHMR Observation Housing.

12. At the request of the **SHERIFF,** provide input as to Detention Staff who are qualified *to* work in MHMR Observation Housing. **MHMRTC** shall train the Detention officers in the handling of mentally ill inmates. **MHMRTC** makes no representations or warranties of any kind whatsoever, either expressed or implied, with regards to the training services that may be provided pursuant to this agreement. The parties further agree that application of principles discussed in such training will vary depending upon the facts and circumstances the Officers may face during the course of their employment.

"Exhibit C"

CONTRACT BETWEEN TARRANT COUNTY AND MHMRTC FOR MHMR SERVICES FOR INMATES IN THE TARRANT COUNTY JAIL

Schedule of MHMRTC Personnel

# of Positions and Title	Job Function	Degree/License/Credentials/Experience
1 Network Director of Forensic Services	Provides management of day-to-day operations of the program and program personnel. Responsible for operational decisions involving clinical services and processes; program outcomes; organizational linkages with jail, JPS medical staff and other community stakeholders. Manages productivity and quality. Provides training to Sheriff Department officers or other law enforcement as appropriate. Provides educational presentations to public stakeholders.	Requires minimum of BA/BS in Human Services related field plus five (5) years management experience in the field of psychiatric treatment. Must be able to meet criteria as a Qualified Mental Health Practitioner.
2 Network Manager Forensic	Assists with management of day-to-day operations of the program and program personnel. Provides direct care/assessment services as necessary. Coordinates workload and patient assignments. Fills in for Director when absent. Assists with supervision over variable shifts. Manages productivity and quality.	Requires BA/BS in Human Services related field with five (5) years' experience in the field and three (3) years management experience in the field of psychiatric treatment.
14.5 FTE Psychiatrists and/or APRNs/PAs	Provides psychiatric care to inmates. Provides medical evaluations to diagnose and treat mental disorders; orders medication; provides clinical expertise to workgroup; consults with JPS Medical staff as appropriate; provides medical on-call coverage.	APRN, PA, M.D. or D.O. licensed in Texas. Board Certified in Psychiatry.
2 Registered Nurses	Provides the coordination of psychiatric care for inmates, including secondary medication verification post-booking. After medication verification, may write protocol medications as dictated under MHMR standing delegation orders. Provides nursing services which may include checking inmate's vital signs, medication compliance, notification to medical of any critical medical concerns and conditions, consults with JPS Medical staff as appropriate and serves as a member of the interdisciplinary treatment team.	Must have a licensure as a Registered Nurse. Experience in behavioral health, psychiatric/mental health nursing or substance use disorder nursing.
1 Licensed Network Team Lead Forensic	Provides clinical supervision for staff and provides staffing and utilization review of treatment services ensuring quality care that meets or exceeds all treatment standards. Provides direct care/assessment services as necessary. Coordinates workload and patient assignments. Fills in for Manager when absent. Assists with supervision over variable shifts. Assists Manager with productivity and quality.	Requires minimum of Master's degree in Human Services related field plus licensure as a Licensed Professional Counselor (LPC), Licensed Master Social Worker (LMSW), or Licensed Clinical Social Worker (LCSW).
24 Forensic Case Managers	General duties include providing case management assistance to inmates with issues of mental illness and jail operations as needed/required. Some of the specific duties include: a) provides suicide risk assessments; b) provides assessment and screening of mental illness and links inmate with treatment as appropriate; c) assesses/responds to request for crisis assistance; d) provides follow-up contacts to assess the inmate's response to treatment; e) provides referrals to community services on discharge; f) provides assistance/referrals to diversion programs as appropriate; g) responds to family inquires; h) provides assistance with	Requires BA/BS in Human Services related field plus two (2) years' experience in the field of psychiatric treatment. Must be able to meet TDMHMR criteria as a Qualified Mental Health Practitioner.

	assessment/treatment linkage during booking process; i) other duties as assigned.	
1 Forensic Continuity of Care Liaison	Coordinates with courts, state hospitals, local hospitals, other MHMR Programs, as well as other agencies. Focuses primarily on communicating with and fulfilling court and hospital requests, case coordination to inmates during incarceration, case coordination to inmates returning from state hospitals and/or local hospitals and assists with transition planning for inmates released from custody.	Requires BA/BS in Human Services related field plus two (2) years' experience in the field of psychiatric treatment. Must be able to meet TDMHMR criteria as a Qualified Mental Health Practitioner.
4 Forensic Network Team Leaders	Assists with supervision of day-to-day operations of the Forensic Case Managers as they provide case management assistance to inmates with issues of mental illness. Provides direct care/assessment services as necessary. Coordinates workload and patient assignments during their shift. Schedules emergency and urgent cases with providers. Supervises productivity and quality and communicates directly with MHMR management staff regarding any issues needing to be addressed by the Clinical Supervisor, Program Manager, or Director of Forensic Services.	Requires BA/BS in Human Services related field plus two (2) years' experience in the field of psychiatric treatment. Must be able to meet TDMHMR criteria as a Qualified Mental Health Practitioner.
5 Clinical Therapists	General duties include clinical assessments and treatment interventions requiring an advanced training and knowledge base sufficient to identify and/or provide a psychiatric diagnosis. Provides treatment services within the scope of his or her license. Provides direct assistance to psychiatrist in responding to inmate psychiatric treatment needs. Provides clinical coordination to caseworker staff as required.	Requires minimum of master's degree in Human Services related field plus two (2) years of experience in the field of psychiatric treatment. Must have Texas License as Licensed Professional Counselor (LPC), Licensed Marriage and Family Therapist (LMFT), Licensed Clinical Social Worker (LCSW) or Licensed Masters Social Worker (LMSW) working toward LCSW or Licensed Clinical Psychologist.
7 Forensic Support Specialists, Forensic Scheduling Specialists and/or Forensic Reports Specialist	General duties include managing provider schedules, providing medical records processing, data entry, telephone responses and other general office procedures.	Minimum of High School graduate and two (2) years of administrative related experience.
1 Forensic Data Management Specialist	Responsible for participating in the planning, designing, and development of departmental projects by analyzing data. Providing data to leadership that is necessary for program development and growth. Coordinating with EHR Team and County staff as needed.	Minimum of High School graduate and minimum of two (2) years of related experience.

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 16
Department:	**Prepared By:** Maegan South, Assistant County Administrator	**Approved By:** Matthew Jones

SUBJECT:

Consideration of Fiscal Year 2026 Contract between Tarrant County and Tarrant County Hospital District for Funding of Specified County Program

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider FY 2026 contract between Tarrant County and Tarrant County Hospital District (TCHD) for funding of specified County programs.

BACKGROUND

This contract provides funding for Tarrant County Public Health Department operations, mental health services for inmates and the Rehabilitative Alternatives for Probtaioners and Parolees (R.A.P.P.) program. Funding in the amount of $22,885,458.00 is included in TCHD's FY 2026 budget for the provision of these services through quarterly payments to Tarrant County. Tarrant County will enter into separate contracts with MHMR of Tarrant County (MHMRTC) for the provision of mental health services to inmates and the R.A.P.P. Program.

Funding in the amount of $22,885,458.00 will be utilized as follows:

Tarrant County Public Health (TCPH) Department Operations - $13,608,545.00

Funding will be used for the general operation of TCPH

R.A.P.P. Program - $64,500.00

The R.A.P.P. Program focuses on reducing the rate of recidivism for mentally impaired individuals transitioning from state prisons and local jails. MHMRTC, through a separate contract, will provide intensive services such as benefits assistance, medication management, and rehabilitative services along with substance abuse intervention services to individuals on parole or probation with at least one (1) year left to complete their sentence.

Mental Health Services for Inmates House in Tarrant County's Jail System - $9,212,413.00

MHMRTC, through a separate contract, will provide screening and evaluation, recommendations for psychiatric treatment needs, psychiatric evaluation, counseling and therapeutic support, court liaison services, competency hearings, case management for per-trial release plans, and referral to community support services for housing or financial assistance to inmates int he Tarrant County jail system.

The term of this contract is from October 1, 2025 through September 30, 2026.

The District Attorney's Office has approved this contract as to form.

FISCAL IMPACT

The County will receive $22,885,458.00 from TCHD via quarterly payments. Contracts with MHMRTC are considered separately by the Court and the remaining funds will be deposited into T0400 for the operations of TCPH.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By:
Tim O'Hare
County Judge

APPROVED AS TO FORM:

District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____
Auditor

Attachments

FY 26 Specified County Programs.pdf

STATE OF TEXAS	**§**	**FY 2026 CONTRACT BETWEEN TARRANT COUNTY**
	§	**AND TARRANT COUNTY HOSPITAL DISTRICT**
COUNTY OF TARRANT	**§**	**FOR FUNDING OF SPECIFIED COUNTY PROGRAMS**

WHEREAS, this Interlocal Agreement is made between the County of Tarrant, State of Texas (hereinafter referred to as **COUNTY**), and the Tarrant County Hospital District (hereinafter referred to as **DISTRICT**) under the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, the **DISTRICT** and **COUNTY** recognize a need to provide countywide behavioral health/intellectual disability services and the **DISTRICT** and **COUNTY** desire to provide certain behavioral health/intellectual disability services through the auspices of the MHMR of Tarrant County (hereinafter referred to as **MHMRTC**); and

WHEREAS, the **DISTRICT** and **COUNTY** desire to provide public health services to the citizens of Tarrant County through the Tarrant County Public Health Department; and

WHEREAS, the **DISTRICT** and **COUNTY** must make any payments for the performance of governmental functions under this Contract from current revenues available to the paying party; and

WHEREAS, the **DISTRICT** has budgeted $22,885,458 for fiscal year October 1, 2025 through September 30, 2026, for the provision of these services; and

THEREFORE, the **DISTRICT** and **COUNTY** mutually agree and contract as follows:

1. The term of this Contract shall be from October 1, 2025 through September 30, 2026.

2. The **DISTRICT** shall pay to the **COUNTY** the sum of Twenty-Two Million Eight Hundred Eighty-Five Thousand Four Hundred Fifty-Eight Dollars ($22,885,458) payable in quarterly installments.

3. The **COUNTY** will enter into a Contract with **MHMRTC** to provide the behavioral health/intellectual disability services as described in *Schedule A*.

4. The **COUNTY** agrees to provide public health services throughout the County of Tarrant as set forth in *Schedule B* to the extent funds are available under this Interlocal Agreement and further, to the extent any matching funds are or become available from other sources.

5. The **COUNTY** and the **DISTRICT** find that the consideration is adequate that this Contract allows for the efficient provision of such services by **MHMRTC** and the Tarrant County Health Department and that this undertaking is necessary for the benefit of the public.

6. The **COUNTY** and **DISTRICT** agree that certain fees for service which the **COUNTY** receives for public health services, excluding "program related income" and certain

"consumer health fees", will be used to off-set the costs of providing the services listed in *Schedule B*.

7. The **COUNTY** agrees to maintain accurate fiscal records regarding the public health services provided; furthermore, the **COUNTY** agrees to require **MHMRTC** to maintain accurate fiscal records regarding the behavioral health/intellectual disability services provided. Fiscal records shall be made available to the **DISTRICT** within thirty (30) days upon request.

8. The **DISTRICT** and/or **COUNTY** may terminate this Contract upon thirty (30) days written notice, with or without cause, and at no penalty or expense to the **DISTRICT** and/or **COUNTY**.

9. If there are any funds remaining unexpended and unencumbered at the conclusion of this Contract, such funds shall be refunded to the **DISTRICT** through the **COUNTY**.

10. The Parties agree to abide by all local, state and federal laws, and abide by all applicable regulatory, licensing and accrediting agency requirements.

SIGNED AND EXECUTED this _____ day of _____, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

_____
Tim O'Hare
County Judge

Approved as to Form:

_____
District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts 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 contract review from independent counsel.

TARRANT COUNTY
HOSPITAL DISTRICT

_____ Date: _____
Chairman, Board of Managers or
Authorized Agent

Approved as to Form:

_____ Date: _____
General Counsel
Tarrant County Hospital District

"Schedule A"

CONTRACT BETWEEN TARRANT COUNTY AND TARRANT COUNTY HOSPITAL DISTRICT

SPECIFIED COUNTY PROGRAMS
FY 2026

Public Health Services:

Provision of public health services to citizens of Tarrant County –	
• Public Health operations	$13,608,545

R.A.P.P. (Rehabilitative Alternatives for Probationers and Parolees):

Provision of mental health services to persons with a serious and persistent mental illness who are currently on probation or parole with at least one year left to complete their sentence	$64,500

Services for Inmates at the Tarrant County Jail:

Provision of mental health services to inmates housed within the Tarrant County jail system:	
Payment from TCHD:	$9,212,413
GRAND TOTAL from TCHD	$22,885,458

"Schedule B"

CONTRACT BETWEEN TARRANT COUNTY AND TARRANT COUNTY HOSPITAL DISTRICT

PUBLIC HEALTH SERVICES
FY 2026

The public health services provided by Tarrant County in which partial payment will be received from Tarrant County Hospital District through this Interlocal Agreement include:

1. Health Administration
2. Consumer and Environmental Health
3. Epidemiology
4. Laboratory
5. Sexually Transmitted Diseases
6. Tuberculosis
7. Health Outreach
8. Chronic Disease Control
9. Health Quality and Control Activities

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 4
Department: Administrator	**Prepared By:** Maegan South, Assistant County Administrator	**Approved By:** Matthew Jones

SUBJECT:

Consideration of Fiscal Year 2026 Contract between Tarrant County and My Health My Resources of Tarrant County to Provide Rehabilitative Alternative for Probationers and Parolees Program Services

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the FY 2026 contract between Tarrant County and My Health My Resources of Tarrant County (MHMRTC) to provide Rehabilitative Alternative for Probationers and Parolees (R.A.P.P.) Program Services.

BACKGROUND

The R.A.P.P. Program focuses on reducing the rate of recidivism for mentally impaired individuals transitioning from state prisons and from local jails. Intensive services are provided such as benefits assistance, medication management, and rehabilitative services along with substance abuse intervention services, while the patient is on parole or probation with at least one (1) year left to complete their sentence. After successful integration in the community and stabilization of mental health symptoms, the patient is referred to a mainstream clinic or local provider for continued services.

This contract will provide behavioral health/intellectual disability services through the R.A.P.P. Program in Tarrant County. The contract between Tarrant County and MHMRTC is for $64,500.00. Tarrant County Hospital District funds are provided to Tarrant County under a separate agreement for this purpose.

The term of this contract is from October 1, 2025 through September 30, 2026.

The District Attorney's Office has approved this contract as to form.

FISCAL IMPACT

Funds in the amount of $64,500.00 are in account T0400-2026 Public Health Fund/5100011000 Public Health/566021 MHMR. Funding is provided to Tarrant County by the Tarrant County Hospital District for this service.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By:
Tim O'Hare
County Judge

APPROVED AS TO FORM:

District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____
Auditor

Attachments

9-16 FY 26 RAPP Contract.pdf

STATE OF TEXAS §
§
COUNTY OF TARRANT §

FY 2026 CONTRACT BETWEEN TARRANT COUNTY AND MHMR OF TARRANT COUNTY FOR THE R.A.P.P. PROGRAM

WHEREAS, the County of Tarrant, State of Texas (hereinafter referred to as **COUNTY**) recognizes the need to provide behavioral health/intellectual disability services to persons with a serious and persistent mental illness who are currently on probation or parole with at least one (1) year left to complete their sentence which is the purpose of the Rehabilitative Alternative for Probationers and Parolees (R.A.P.P.) program; and

WHEREAS, MHMR of Tarrant County (hereinafter referred to as **MHMRTC**) provides behavioral health/intellectual disability services to individuals in Tarrant County and the **COUNTY** desires to provide this behavioral health/intellectual disability service through the auspices of **MHMRTC**; and

WHEREAS, the **COUNTY** has received $64,500.00 for fiscal year 2026 from the Tarrant County Hospital District for the provision of this service and **MHMRTC** desires to provide R.A.P.P. program services to those eligible offenders who reside in Tarrant County; and

WHEREAS, **MHMRTC** desires and agrees to provide such services for a fee. Now therefore, the parties mutually agree and contract as follows:

1. The term of this Contract shall be from October 1, 2025 through September 30, 2026.

2. **MHMRTC** agrees to provide behavioral health/intellectual disability services through the R.A.P.P. program throughout the County of Tarrant to the extent funds are available under this Contract and further, to the extent any matching funds are or become available from other sources.

3. **COUNTY** agrees to pay to **MHMRTC** the sum of Sixty-Four Thousand Five Hundred Dollars ($64,500) for the provision of these services.

4. **MHMRTC** agrees to utilize these funds only as grant match for R.A.P.P. funds or other activities directly associated with the R.A.P.P. program. Any funds not expended, or encumbered, by the end of the contract period or upon termination shall be returned to **COUNTY**.

5. The **COUNTY** and **MHMRTC** find that the consideration is adequate that this Contract allows for the efficient provision of such services by **MHMRTC** and this undertaking is necessary for the benefit of the public.

6. **MHMRTC** agrees to provide the **COUNTY**, upon thirty (30) days written notice, access to all records which in any manner relate to the program, with appropriate measures having been taken if needed to comply with applicable law regarding the confidentiality of medical and/or mental health information. Furthermore, the **COUNTY** reserves the right to audit the program upon which these funds are expended.

7. **MHMRTC** agrees to maintain accurate programmatic and fiscal records regarding the services provided and the expenditure of funds made hereunder and shall render to the **COUNTY** a detailed quarterly report, within thirty (30) days after the expiration of each calendar quarter, detailing the manner in which such funds were expended.

8. In the event **MHMRTC** employs any subcontractor to provide a service hereunder, it shall require said subcontractor to comply with the requirements of paragraphs #6 and #7 above.

9. The **COUNTY** may terminate this Contract upon thirty (30) days written notice, with or without cause, and at no penalty or expense to the **COUNTY.**

10. **MHMRTC** agrees that no member of the Board of Trustees of **MHMRTC,** no officer of **MHMRTC** and no staff member of **MHMRTC** may directly or indirectly receive any pecuniary interest from a contract entered into by **MHMRTC.** This paragraph shall not be construed to prevent the payments of salary for those persons who are employees of the **MHMRTC.**

11. If there are any funds remaining unexpended and unencumbered at the conclusion of this Contract or upon termination, such funds shall be refunded to the **COUNTY.**

12. The Parties agree to abide by all local, state and federal laws, and abide by all applicable regulatory, licensing and accrediting agency requirements.

13. Both parties acknowledge and agree that they are each a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

14. **MHMRTC** verifies that it, and any subcontractor utilized pursuant to paragraph 8, 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.

Docusign Envelope ID: 73312F93-7BB2-4CC5-A833-4FB79D84B09C

SIGNED AND EXECUTED this_____day of_____,2025.

COUNTY OF TARRANT STATE OF TEXAS

_____
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

CERTIFICATION OF AVAILABLE FUNDS: $_____

_____
Tarrant County Auditor

*By law, the 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.

MHMR OF TARRANT COUNTY

Signed by:
Susan Garnett
2D4618F5EA1F4C1...

Date: 8/15/2025

Chairman, Board of Trustees or
Authorized Agent
Susan Garnett

CEO

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 13
Department: Administrator	**Prepared By:** Maegan South, Assistant County Administrator	**Approved By:** Matthew Jones

SUBJECT:

Consideration of Fiscal Year 2026 Contract between Tarrant County, Tarrant County Hospital District, and My Health My Resources of Tarrant County to Provide Countywide Behavioral Health and Intellectual Disability Services

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the FY 2026 contract between Tarrant County, Tarrant County Hospital District (TCHD), and My Health My Resources of Tarrant County (MHMRTC) to provide countywide behavioral health and intellectual disability services.

BACKGROUND

This contract provides behavioral health and intellectual disability services to the residents of Tarrant County through the auspices of MHMRTC. The services performed include addiction services, court liaison/aftercare services, adult mental health peer support, children's services through the Tarrant County Youth Recovery Campus and Adolescent Crisis Respite Unity, intellectual an development disability outpatient treatment, employment services and day rehabilitation programs, and behavioral health crisis services.

The term of this contract is from October 1, 2025 through September 30, 2026.

The District Attorney's Office has approved this contract as to form.

FISCAL IMPACT

Funding in an amount not to exceed $1,594,650.00 has been budgeted in the TCHD FY 2026 budget. The contract requires that TCHD provide MHMRTC with a monthly payment of $132,887.50 on or before the last day of each month during the term of the contract.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By:

Tim O'Hare
County Judge

APPROVED AS TO FORM:

District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

County Auditor

Attachments

FY 26 TCHD and MHMRTC Countywide Contract.pdf

STATE OF TEXAS	§	**FY 2026 CONTRACT BETWEEN TARRANT COUNTY,**
	§	**TARRANT COUNTY HOSPITAL DISTRICT**
	§	**AND MHMR OF TARRANT COUNTY**
COUNTY OF TARRANT	§	**FOR COUNTYWIDE MHMR SERVICES**

WHEREAS, the Tarrant County Hospital District (hereinafter referred to as **DISTRICT**) and Tarrant County (hereinafter referred to as **COUNTY**) recognize a need to provide countywide behavioral health/intellectual disability services; and

WHEREAS, the **COUNTY** and the **DISTRICT** desire to provide certain behavioral health/intellectual disability services through the auspices of MHMR of Tarrant County (hereinafter referred to as **MHMRTC**); and

WHEREAS, the **DISTRICT** has budgeted One Million Five Hundred Ninety-Four Thousand Six Hundred Fifty Dollars ($1,594,650.00) for fiscal year October 1, 2025 through September 30, 2026, for the provision of these services; and

WHEREAS, MHMRTC desires and agrees to provide such services for a fee, the parties mutually agree and contract as follows:

1. The term of this contract shall be from October 1, 2025 through September 30, 2026.

2. **MHMRTC** agrees to provide behavioral health/intellectual disability services throughout the County of Tarrant as set forth in *Schedule A* (attached hereto) to the extent funds are available under this Contract and further, to the extent any matching funds are or become available from other sources.

3. **DISTRICT** shall pay to **MHMRTC**, on or before the last day of each month during the term, hereof, the sum of One Hundred Thirty-Two Thousand Eight Hundred Eighty-Seven Dollars and Fifty Cents ($132,887.50) from the **DISTRICT'S** approved FY 2026 budget. Under no circumstances shall the **DISTRICT** pay more than $1,594,650.00 for all services performed by **MHMRTC** pursuant to the Contract during the fiscal year.

4. The **COUNTY** and the **DISTRICT** find that the consideration is adequate that this Contract allows for the efficient provision of such services by **MHMRTC** and that this undertaking is necessary for the benefit of the public.

5. **MHMRTC** agrees to provide the **COUNTY** and the **DISTRICT** upon thirty (30) days written notice access to all records which in any manner relate to the programs detailed in *Schedule A*, with appropriate measures having been taken if needed, to comply with applicable law regarding the confidentiality of medical and/or mental health information. Furthermore, the **COUNTY** and the **DISTRICT** reserve the right to audit those programs upon which these funds are expended.

6. **MHMRTC** agrees to maintain accurate programmatic and fiscal records regarding the service provided and the expenditure of funds made hereunder and shall render to the **DISTRICT**, a detailed quarterly report within thirty (30) days after the expiration of each calendar quarter detailing the manner in which such funds were expended.

7. In the event **MHMRTC** employs any subcontractor to provide services hereunder, it shall require said subcontractor to comply with the requirements of paragraphs #5 and #6 above.

8. The **DISTRICT** may terminate this Contract upon thirty (30) days written notice, with or without cause, and at no penalty or expense to the **DISTRICT**.

9. **MHMRTC** agrees that no member of the Board of Trustees of **MHMRTC**, no officer of **MHMRTC** and no staff members of **MHMRTC** may directly or indirectly receive any pecuniary interest from a contract entered into by **MHMRTC**. This paragraph shall not be constructed to prevent the payments of salary for those persons who are employees of the **MHMRTC**.

10. If there are any funds remaining unexpended and unencumbered at the conclusion of this contract, such funds shall be refunded to the **DISTRICT**.

11. The Parties agree to abide by all applicable local, state and federal laws; and abide by all applicable regulatory, licensing and accrediting agency requirements.

12. **MHMRTC** verifies that it, and any subcontractor utilized pursuant to paragraph 7, 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.

SIGNED AND EXECUTED this _____ day of _____, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

_____
Tim O'Hare
County Judge

Approved as to Form:

_____
District Attorney's Office*

*By law, the District Attorney's Office may only approve contracts 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 contract review from independent counsel.

TARRANT COUNTY
HOSPITAL DISTRICT

_____ Date: _____
Chairman, Board of Managers or
Authorized Agent

Approved as to Form:

_____ Date: _____
General Counsel
Tarrant County Hospital District

MHMR OF TARRANT COUNTY

_____ Date: _____

Chairman, Board of Trustees or
Authorized Agent

"***Schedule A"***

CONTRACT BETWEEN
TARRANT COUNTY
TARRANT COUNTY HOSPITAL DISTRICT
AND MHMRTC
FOR COUNTYWIDE MHMR SERVICES

FY 2026

Agency Operations:

Addiction Services	$204,000
Court Liaison/Aftercare Services	237,000
Adult Mental Health Peer Support	100,000
Children's Service – Tarrant Youth Recovery Campus (TYRC) and Adolescent Crisis Respite Unit (CARE House)	203,650
Intellectual and Development Disabilities Outpatient Treatment Employment Services and Day Habilitation Programs – Arlington and Fort Worth	350,000
Behavioral Health Crisis Services	500,000
TOTAL	**$1,594,650**

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 4
Department: Administrator	**Prepared By:** Maegan South, Assistant County Administrator	**Approved By:** Maegan South, Assistant County Administrator

SUBJECT:

Consideration of an Interlocal Agreement Renewal between Tarrant County and Tarrant Appraisal District for Security Services to be Provided by the Tarrant County Sheriff's Department for Fiscal Year 2026

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider an Interlocal Agreement (ILA) renewal between Tarrant County and Tarrant Appraisal District (TAD) for security services to be provided by the Tarrant County Sheriff's Department for Fiscal Year 2026.

BACKGROUND

The Tarrant County Sheriff's Department currently provides security services to TAD at their facility located at Handley-Edereville Road.

On February 25, 2020, the Commissioners Court, through Court Order #132214, approved the original ILA with TAD for security services to be provided by the Tarrant County Sheriff's Department. Over the years, the ILA has been extended to continue to provide security services.

The term of this ILA is October 1, 2025 through September 30, 2026. The County's only obligation is to provide the services outlined in the ILA through the Tarrant County Sheriff's Department. The Sheriff's Department will provide one (1) Sheriff's deputy and TAD will pay Tarrant County $167,670.25 in monthly installments of $13,972.52. This ILA provides a relief factor due to vacations, sick leave, workers' compensation, or similar leave benefits. All other terms and conditions of the original agreement will remain the same.

The District Attorney's Office and the Sheriff's Department have reviewed this ILA.

FISCAL IMPACT

TAD will reimburse the County $167,670.25, in monthly installments of $13,972.52, for security services provided during FY 2026.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By:
Tim O'Hare
County Judge

APPROVED AS TO FORM:

District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

County Auditor

Attachments

9-16 ILA - Tarrant Appraisal District Security Services (FY2026).pdf

STATE OF TEXAS	**§**	**INTERLOCAL AGREEMENT RENEWAL**
	§	**BETWEEN TARRANT COUNTY AND**
	§	**THE TARRANT APPRAISAL DISTRICT**
	§	**FOR SHERIFF'S DEPARTMENT**
COUNTY OF TARRANT	**§**	**SECURITY SERVICES**

WHEREAS, this Agreement for the provision of security services to be provided by the County of Tarrant (COUNTY) to the Tarrant Appraisal District (DISTRICT) is made under the authority of Chapter 791, Texas Government Code; and

WHEREAS, the COUNTY and the DISTRICT entered into an Interlocal Agreement originally on February 25, 2020 (CO #132214), and said Agreement has been extended every year thereafter; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance of those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the common interest of both parties and that the division of costs fairly compensates the performing party for the services or functions under this agreement.

NOW THEREFORE, the COUNTY, acting by and through its governing body, and the DISTRICT, acting by and through its governing body, agree to extend the Interlocal Agreement (CO #132214), and all the other terms and conditions outlined for Security Services, by amending Section 3 of said Agreement to read as follows:

DISTRICT agrees to pay the sum of <u>One Hundred Sixty-Seven Thousand Six Hundred Seventy Dollars and Twenty-Five Cents ($167,670.25)</u> to the COUNTY for the Security Services for the period beginning October 1, 2025, and ending September 30, 2026. Payments to the COUNTY will be paid in monthly installments of <u>Thirteen Thousand Nine Hundred Seventy-Two Dollars and Fifty-Two Cents ($13,972.52)</u> beginning with the date of execution of this Agreement by both parties.

This Agreement is made and entered into this _____ day of _____, 2025.

Court Order _____

COUNTY OF TARRANT
STATE OF TEXAS

Separate Electronic Signature Page
Tim O'Hare
County Judge

_____
Bill Waybourn
Sheriff

CITY OF HASLET, TEXAS

_____
Joe Don Bobbitt
Chief Appraiser

APPROVED AS TO FORM:

_____
Criminal District Attorney's Office*

*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.

COST ANALYSIS FOR CONTRACT BUILDING SECURITY SERVICES - TARRANT APPRAISAL DISTRICT (TAD) FY2026

BASE SALARY		
Patrol Deputy	**Salary for Grade 53-II-K - $44.11**	**$91,748.80**
FRINGE BENEFITS		
Structure	**10.00%**	**9,174.88**
Lump	**2.91%**	**2,936.88**
Longevity	**Maximum $5/month for 25 years**	**1,500.00**
Holiday Pay	**13 days x 8 hours x $49.93**	**5,193.03**
Retirement	**12.02%**	**13,133.77**
FICA	**7.65%**	**8,457.35**
Worker's Comp	**$0.92 per $100 worth of payroll**	**955.52**
Group Medical	**Per employee rate ($950/mo)**	**11,400.00**
Certification Pay	**$50/per month**	**600.00**
Clothing	**$700/year**	**700.00**
		$145,800.22
Hourly Rate (includes projected step & structure increase)		**$49.93**
Combined Hourly Rate: $145,800.22 / 2080 hours		**$70.10**

(Combined Hourly rate is calculated using actual salary as of July 2025 and all associated costs)

Basic Services	**1 position x $145,800.22**	**$145,800.22**
Indirect Cost Rate*	**Basic Services x 15%**	**$21,870.03**
TOTAL ANNUAL COST:		**$167,670.25**

*The Indirect Cost Rate (ICR) captures the indirect costs associated with service provision which are absorbed by the contracting entity including, but not limited to, dispatch services, calls for service/patrol services outside of contractually defined hours, investigative services, and administrative overhead. The ICR is established by the IRS de minimis rate of 15%

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 10
Department: Administrator	**Prepared By:** Maegan South, Assistant County Administrator	**Approved By:** Maegan South, Assistant County Administrator

SUBJECT:

Consideration of an Interlocal Agreement Renewal between Tarrant County and the Town of Edgecliff Village for Law Enforcement Services to be Provided by the Tarrant County Sheriff's Department for Fiscal Year 2026

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider an Interlocal Agreement (ILA) renewal with the Town of Edgecliff Village for law enforcement services for Fiscal Year 2026.

BACKGROUND

The Sheriff's Department provides law enforcement services to the Town of Edgecliff Village under the terms of an ILA. An agreement was originally approved by the Commissioners Court in 1988, through Court Order #60690 and has been renewed annually. A new ILA was approved for FY 2004, through Court Order #91337 and outlined the services to be provided, along with compensation to the County. The County's only obligation to provide the law enforcement services in the agreement is through the Tarrant County Sheriff's Department.

The renewal agreement is for a period of one (1) year beginning October 1, 2025 through September 30, 2026. The County will provide up to three (3) Sheriff's deputy positions in order to provide law enforcement services. Edgecliff Village will pay $448,721.07. All other terms of the ILA will remain in full force and effect.

The District Attorney's Office has reviewed the ILA as to form.

FISCAL IMPACT

The Town of Edgecliff Villages' annualized payment to Tarrant County will be $448,721.07, to be paid in monthly installments. The County's budget for FY 2026 includes three (3) Sheriff's deputy positions for the purposes of this agreement along with a revenue offset.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By:

Tim O'Hare
County Judge

APPROVED AS TO FORM:

District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

County Auditor

Attachments

9-16 ILA - Edgecliff Village Policing Services (FY2026).pdf

STATE OF TEXAS	**§**	**INTERLOCAL AGREEMENT RENEWAL**
	§	**BETWEEN TARRANT COUNTY AND**
	§	**THE TARRANT APPRAISAL DISTRICT**
	§	**FOR SHERIFF'S DEPARTMENT**
COUNTY OF TARRANT	**§**	**SECURITY SERVICES**

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the subject of this Agreement is necessary for the benefit of the public and that each has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and

WHEREAS, each governing body finds that the performance of this Agreement is in the common interest of both parties and that the division of costs fairly compensates the performing party for those services or functions under this Agreement; and

NOW, THEREFORE the Town of Edgecliff Village (TOWN), Tarrant County (COUNTY), and the Tarrant County Sheriff's Office (SHERIFF) agree as to the following:

SECTION 1.
TERM

This Agreement shall be for an initial term of twelve (12) months commencing on October 1, 2025, and ending September 30, 2026, and may be extended thereafter by mutual consent of the parties hereto and for such periods as may be mutually agreed upon. However, in accordance with the Texas Interlocal Cooperation Act, not later than September 30 of each year, commencing with September 30, 2026, this Agreement, or amendments thereto, shall be subject to approval by the governing bodies of COUNTY and TOWN in order that it shall remain in force and funds budgeted therefore.

SECTION 2.
SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY

COUNTY hereby agrees to provide TOWN the following equipment, services, personnel, and facilities hereinafter collectively referred to as "Police Services":

a. Patrol. COUNTY, through the SHERIFF, shall use its reasonable and best efforts to provide "full staffing" of patrol deputies to TOWN as much as possible. "Full staffing" is defined as one (1) or more deputies per shift, 16 hours a day, 7 days a week, for a total of two deputies per calendar day, plus any additional deputies mutually agreed upon with TOWN in the future. However, less than "full staffing" is acceptable to accommodate up to an 18-day vacation cap per deputy per year, and additionally other necessary personnel absences, such as worker's compensation, Family Medical Leave, sick time, emergency leave, and training, which have no cap. If a patrol deputy assigned to CITY cannot perform their patrol

duties for more than the 18-day vacation cap due to leave, placement on light-duty, or any other reason, SHERIFF will assign a replacement patrol deputy to CITY, subject to staff availability. When the original patrol deputy's becomes available to return to full duty, SHERIFF has sole discretion to decide whether that deputy will resume patrol duties with CITY, in accordance with the Tarrant County Sheriff's Department Civil Service Rules.

In no event shall staffing ever fall below one patrol deputy per shift within TOWN, and in the event of less than "full staffing", SHERIFF, if staffing is available, shall supplement staffing within TOWN with one other on-patrol district deputy as operationally necessary.

Staffing shall be used for routine neighborhood patrol, patrol of business establishments, criminal investigations, crime scene services and traffic control on all roadways within TOWN and enforcing the laws of the State of Texas in such a manner as to provide adequate police services considering factors such as, but not limited to, housing densities, commercial development, roadway conditions and traffic flow.

b. Appearance in Municipal Court or other TOWN requested events. In addition to the annual compensation established in the Agreement, TOWN will be invoiced monthly by the COUNTY for actual overtime incurred for deputies who work at the request of the TOWN including Municipal Court appearances and/or other TOWN requested events. Bailiff services shall be provided for Town of Edgecliff Village Municipal Court upon TOWN's request and shall be invoiced monthly at the normal hourly rate of pay for each deputy provided, plus any overtime due to the particular deputy for time worked as bailiff.

c. Jail. The COUNTY shall provide jail services for housing TOWN prisoners including providing booking services, feeding, hygiene and release. Jail services for Class C misdemeanants only shall be invoiced monthly at the daily rate of $101 per inmate per day. Arrestees charged only with Class C misdemeanors will not be jailed at any COUNTY jail facility as a punishment and will be subject to a walk-through booking process for identification purposes if allowed by law. If a Class C misdemeanant is subject to any other charges, warrants, holds, or similar legal process, the COUNTY shall retain custody of the prisoner at a COUNTY jail facility as necessary to comply with the warrant, hold, court order, or other legal process mandating their confinement.

d. Warrants. The COUNTY shall enter Class C warrants from the Town of Edgecliff Village Municipal Court into the TCIC (regional or local database)/NCIC (national database) until these warrants are executed by arrest or otherwise recalled by the Town of Edgecliff Village Municipal Court or automatically purged from the system two (2) years after entry into database.

e. Access to information. Upon request, the TOWN shall be provided access to information related to the Police Services provided under this Agreement, including but not limited to, law enforcement activity reports and statistics for the purpose of providing TOWN performance measures relating to services provided by COUNTY in accordance with this Agreement.

f. Although TOWN's contract price is based on a flexible provision of patrol deputies as described above, TOWN shall receive plenary law enforcement services at no additional charge in connection with this contract, such as detective services, entry of TOWN's Class C warrants into TCIC and NCIC databases, dispatch services, and additional staff services supporting law enforcement.

g. Performance Standards. In performing its duties under this Agreement, the COUNTY shall:

(1) Establish clear and concise communication and accountability to the TOWN.

(2) Assign specific deputies to the TOWN but reserves the right to substitute deputies as needed.

(3) Assign a deputy to the TOWN to be a liaison between the Mayor or their designee of TOWN and the Sheriff's Office. This deputy shall provide a monthly report of activity in the TOWN.

(4) Pick up prisoners when arrested on a TOWN warrant or capias by another Tarrant County law enforcement agency within 24 hours of prisoner's eligibility for release.

(5) Patrol the TOWN on a routine basis and have a visible presence in the TOWN.

(6) Follow all COUNTY administrative policies for law enforcement.

(7) Abide by the TOWN policies for police services attached hereto as "Exhibit A".

(8) Attend/testify, when necessary, in the Town of Edgecliff Village Municipal Court.

(9) Each deputy shall use Town of Edgecliff Village citation books. Neither COUNTY nor its employees or agents shall have any liability for any loss or damage to TOWN's citation books.

SECTION 3.
TOWN'S OBLIGATONS

TOWN agrees to pay the sum of Four Hundred Forty-Eight Thousand Seven Hundred Twenty-One Dollars and Seven Cents ($448,721.07) (the "Patrol Payment") to the COUNTY for the Patrol and Plenary Services for the twelve-month period beginning October 1, 2025, and ending September 30, 2026, said sum to be paid in monthly equal installments of Thirty-Seven Thousand Three Hundred Ninety-Three Dollars and Forty-Two Cents. ($37,393.42) beginning with the date of execution of this Agreement by both parties. TOWN will receive a staffing report from COUNTY detailing the number of deputies provided to TOWN on each shift of each day of the month.

SECTION 4.

TERMINATION

a. It is expressly understood and agreed that the period or term of this Agreement may be terminated with or without notice by COUNTY at any time after TOWN has defaulted in the payment of any obligation hereunder.

b. This Agreement may be terminated at any time by either party hereto by the giving of three (3) months written notice, delivered by certified mail.

c. The TOWN may terminate this Agreement upon thirty (30) days written notice, delivered by certified mail, if the COUNTY fails to perform police services or comply with Section 2 of this Agreement.

d. In the event of termination, TOWN will remain liable for the pro rata amount of the payment due up to the day of termination.

SECTION 5.
NOTICES

All written notices shall be sent to the following parties by certified mail-return receipt requested:

County Administrator
G.K. Maenius Admin. Building
100 East Weatherford
Suite 404
Fort Worth, Texas 76196

Mayor
Town of Edgecliff Village
105 Main Street
Town of Edgecliff Village, Texas 76052

SECTION 6.
JURISDICTION

By this Agreement, TOWN grants full and complete authorization and jurisdiction to COUNTY for all police services provided by COUNTY and contained in this Agreement. Said jurisdiction shall apply to the town limits of Town of Edgecliff Village.

SECTION 7.

Venue for any legal dispute arising pursuant to this Agreement shall lie in the County of Tarrant, State of Texas.

SECTION 8.

It is expressly understood and agreed that deputies assigned to the fulfillment of the responsibilities of the Sheriff undertaken by this Agreement are subject to the control and discretion of the Sheriff in the performance of their duties and that the deputies, as such, shall have no duty or obligation to TOWN or the residents of said TOWN different from those duties and obligations which the Sheriff has to the public generally, except as stated in this Agreement.

SECTION 9.

Both parties mutually agree that COUNTY is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of COUNTY in no way are to be considered employees of TOWN.

SECTION 10.

This Agreement may only be modified, changed, or altered at any time, upon mutual agreement of parties, provided that any such modification, change and/or alteration be reduced to writing, and approved by the governing bodies of COUNTY and TOWN.

SECTION 11.

COMPLIANCE WITH LAWS The CITY and COUNTY 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. CITY and COUNTY shall be responsible for ensuring their compliance with any laws and regulations applicable to their activities under this agreement, including maintaining any necessary licenses and permits.

This Agreement is made and entered into this _____ day of _____, 2025.

Court Order _____

COUNTY OF TARRANT
STATE OF TEXAS

_____
Tim O'Hare
County Judge

_____
Bill Waybourn
Sheriff

TOWN OF EDGECLIFF VILLAGE, TEXAS

_____
Dennis Rigney
Mayor

ATTEST:

_____
TOWN Secretary

APPROVED AS TO FORM:

_____
Criminal District Attorney's Office*

*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”

TOWN OF EDFECLIFF VILLAGE POLICE SERVICES

1. The on-duty deputy assigned to Edgecliff Village will be allowed to serve as a bailiff for the Edgecliff Village municipal court once a month as long as the deputy is not a witness in any case before the court. In addition, the deputy serving as a bailiff for the court will be subject to answering Edgecliff Village patrol calls as necessary.

2. The on-duty deputy shall pickup Edgecliff keys to Town Hall at the patrol office for use during his shift in the Village.

3. The on-duty deputy shall advise the Town staff of shift change and presence when the deputy arrives.

4. Each deputy shall log out an Edgecliff Village ticket book and leave tickets in the Inbox in the Law Enforcement Office at the end of the shift.

5. The focus should be on patrolling the Village, with emphasis on community policing.

6. Court dates are posted on the Law Enforcement Office door. Each deputy will be notified if they need to attend Court through correspondence faxed to the main office.

COST ANALYSIS FOR CONTRACT PATROL SERVICES - EDGECLIFF VILLAGE FY2026

BASE SALARY		
Patrol Deputy	**Average salary for Grade 53-II - $40.25**	**$83,720.00**
FRINGE BENEFITS		
Structure Estimate	**10.00%**	**8,372.00**
Step	**2.91%**	**2,679.88**
Longevity	**Maximum $5/month X 25 years**	**1,500.00**
Holiday Pay	**13 days x 8 hours x $45.56**	**4,738.59**
Retirement	**12.02%**	**12,141.46**
FICA	**7.65%**	**7,727.30**
Worker's Comp	**$0.92 per $100 worth of payroll**	**871.90**
Group Medical	**Per employee rate ($950/mo)**	**11,400.00**
Certification Pay	**$50 per month**	**600.00**
Clothing	**$700/year**	**700.00**
		$134,451.13
53 Average Hourly Rate (includes projected step & structure increase)		**$45.56**
Combined Hourly Rate: ("=e18" / 2,080 hours)	**$134,451.13 / 2080 hours**	**$64.64**

(Combined Hourly rate is calculated using average salary as of July 2025 for grade 53-II and all associated costs)

Basic Services	**3 positions x**	**$134,451.13**	**$403,353.40**
Indirect Cost Rate*	**Basic Services x 5%**		**$20,167.67**
Vehicle Usage **3,000 miles/month x .70 x 12 months** **(Based on 16 hrs/day)**			**25,200.00**
TOTAL ANNUAL COST:			**$448,721.07**

*The Indirect Cost Rate (ICR) captures the indirect costs associated with service provision which are absorbed by the contracting entity including, but not limited to, dispatch services, calls for service/patrol services outside of contractually defined hours, investigative services, and administrative overhead. A 5% ICR will be used each year until the IRS de minimus rate is achieved.

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 10
Department: Administrator	**Prepared By:** Maegan South, Assistant County Administrator	**Approved By:** Maegan South, Assistant County Administrator

SUBJECT:

Consideration of an Interlocal Agreement Renewal between Tarrant County and the City of Haslet for Law Enforcement Services to be Provided by the Tarrant County Sheriff's Department for Fiscal Year 2026

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider an Interlocal Agreement (ILA) renewal with the City of Haslet for law enforcement services for Fiscal Year 2026.

BACKGROUND

The Sheriff's Department provides law enforcement services to the City of Haslet under the terms of an ILA. An agreement was originally approved by the Commissioners Court in 2006, through Court Order #98837 and has been renewed annually. The County's only obligation to provide the law enforcement services in the agreement is through the Tarrant County Sheriff's Department.

The renewal agreement is for a period of one (1) year beginning October 1, 2025 through September 30, 2026. The County will provide up to six (6) Sheriff's deputy positions in order to provide law enforcement services. Haslet will pay $1,028,512.81. All other terms of the ILA will remain in full force and effect.

The District Attorney's Office has reviewed the ILA as to form.

FISCAL IMPACT

The City of Haslet's annualized payment to Tarrant County will be $1,028,512.81, to be paid in monthly installments.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By:

Tim O'Hare
County Judge

APPROVED AS TO FORM:

District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

County Auditor

Attachments

9-16 ILA - Haslet Policing Services (FY2026).pdf

STATE OF TEXAS	**§**	**INTERLOCAL AGREEMENT BETWEEN**
	§	**COUNTY OF TARRANT AND THE**
	§	**CITY OF HASLET FOR SHERIFF'S**
COUNTY OF TARRANT	**§**	**OFFICE POLICE SERVICES**

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the subject of this Agreement is necessary for the benefit of the public and that each has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and

WHEREAS, each governing body finds that the performance of this Agreement is in the common interest of both parties and that the division of costs fairly compensates the performing party for those services or functions under this Agreement; and

NOW, THEREFORE the City of Haslet (CITY), Tarrant County (COUNTY), and the Tarrant County Sheriff's Office (SHERIFF) agree as to the following:

SECTION 1.
TERM

This Agreement shall be for an initial term of twelve (12) months commencing on October 1, 2025, and ending September 30, 2026, and may be extended thereafter by mutual consent of the parties hereto and for such periods as may be mutually agreed upon. However, in accordance with the Texas Interlocal Cooperation Act, not later than September 30 of each year, commencing with September 30, 2025 this Agreement, or amendments thereto, shall be subject to approval by the governing bodies of COUNTY and CITY in order that it shall remain in force and funds budgeted therefore.

SECTION 2.
SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY

COUNTY hereby agrees to provide CITY the following equipment, services, personnel, and facilities hereinafter collectively referred to as "Police Services":

a. Patrol. COUNTY, through the SHERIFF, shall use its reasonable and best efforts to provide “full staffing” of patrol deputies to CITY as much as possible. “Full staffing” is defined as two (2) or more deputies per shift, 24 hours a day, 7 days a week, for a total of six deputies per calendar day, plus any additional deputies mutually agreed upon with CITY in the future. However, less than “full staffing” is acceptable to accommodate up to an 18-day vacation cap per deputy per year, and additionally other necessary personnel absences, such as worker’s compensation, Family Medical Leave, sick time, emergency leave, and training, which have no cap. If a patrol deputy assigned to CITY cannot perform their patrol

duties for more than the 18-day vacation cap due to leave, placement on light-duty, or any other reason, SHERIFF will assign a replacement patrol deputy to CITY, subject to staff availability. When the original patrol deputy's becomes available to return to full duty, SHERIFF has sole discretion to decide whether that deputy will resume patrol duties with CITY, in accordance with the Tarrant County Sheriff's Department Civil Service Rules.

In no event shall staffing ever fall below one patrol deputy per shift within CITY, and in the event of less than "full staffing", SHERIFF, if staffing is available, shall supplement staffing within CITY with one other on-patrol district deputy as operationally necessary.

Staffing shall be used for routine neighborhood patrol, patrol of business establishments, criminal investigations, crime scene services and traffic control on all roadways within CITY and enforcing the laws of the State of Texas in such a manner as to provide adequate police services considering factors such as, but not limited to, housing densities, commercial development, roadway conditions and traffic flow.

The SHERIFF shall use its reasonable and best efforts to provide additional patrol staffing if available and as needed, to maximum of 3 additional deputies. Whether additional patrol staffing is available and can be provided shall be at the discretion of the SHERIFF.

b. Appearance in Municipal Court or other CITY requested events. In addition to the annual compensation established in the Agreement, CITY will be invoiced monthly by the COUNTY for actual overtime incurred for deputies who work at the request of the CITY including Municipal Court appearances and/or other CITY requested events. Bailiff services shall be provided for Haslet Municipal Court upon CITY's request and shall be invoiced monthly at the normal hourly rate of pay for each deputy provided, plus any overtime due to the particular deputy for time worked as bailiff.

c. Jail. The COUNTY shall provide jail services for housing CITY prisoners including providing booking services, feeding, hygiene and release. Jail services for Class C misdemeanants only shall be invoiced monthly at the daily rate of $101 per inmate per day. Arrestees charged only with Class C misdemeanors will not be jailed at any COUNTY jail facility as a punishment and will be subject to a walk-through booking process for identification purposes if allowed by law. If a Class C misdemeanant is subject to any other charges, warrants, holds, or similar legal process, the COUNTY shall retain custody of the prisoner at a COUNTY jail facility as necessary to comply with the warrant hold, court order, or other legal process mandating their confinement.

d. Warrants. The COUNTY shall enter Class C warrants from the Haslet Municipal Court into the TCIC (regional or local database)/NCIC (national database) until these warrants are executed by arrest or otherwise recalled by the Haslet Municipal Court or automatically purged from the system two (2) years after entry into database.

e. Access to Information. Upon request, the CITY shall be provided access to information related to the Police Services provided under this Agreement, including but not limited to, law enforcement activity reports and statistics for the purpose of providing CITY performance measures relating to services provided by COUNTY in accordance with this Agreement.

f. Although CITY's contract price is based on a flexible provision of patrol and traffic deputies as described above, CITY shall receive plenary law enforcement services at no additional charge in connection with this contract, such as detective services, entry of CITY's Class C warrants into TCIC and NCIC databases, dispatch services, and additional staff services supporting law enforcement.

g. Performance Standards. In performing its duties under this Agreement, the COUNTY shall:

(1) Establish clear and concise communication and accountability to the CITY.

(2) Assign specific deputies to the CITY but reserves the right to substitute deputies as needed.

(3) Assign a deputy to the CITY to be a liaison between the Mayor or their designee of CITY and the Sheriff's Office. This deputy shall provide a monthly report of activity in the CITY.

(4) Pick up prisoners when arrested on a CITY warrant or capias by another Tarrant County law enforcement agency within 24 hours of prisoner's eligibility for release.

(5) Patrol the CITY on a routine basis and have a visible presence in the CITY.

(6) Follow all COUNTY administrative policies for law enforcement.

(7) Abide by the City policies for police services attached hereto as "Exhibit A".

(8) Attend/testify, when necessary, in the Haslet Municipal Court.

(9) Each deputy shall use Haslet electronic citation devices. Neither COUNTY nor its employees or agents shall have any liability for any loss or damage to CITY's electronic citation devices.

SECTION 3.
CITY'S OBLIGATONS

CITY agrees to pay the sum of One Million Twenty-Eight Thousand Five Hundred Twelve Dollars and Eight-One Cents ($1,028,512.81) (the "Patrol Payment") to the COUNTY for the Patrol and Plenary Services for the twelve-month period beginning October 1, 2025, and ending September 30, 2026, said sum to be paid in monthly equal installments of Eighty-Five Thousand Seven Hundred Nine Dollars and Forty Cents. ($85,709.40) beginning with the date of execution of this Agreement by both parties. CITY will receive a staffing report from COUNTY detailing the number of deputies provided to CITY on each shift of each day of the month.

SECTION 4.
TERMINATION

a. It is expressly understood and agreed that the period or term of this Agreement may be terminated with or without notice by COUNTY at any time after CITY has defaulted in the payment of any obligation hereunder.

b. This Agreement may be terminated at any time by either party hereto by the giving of three (3) months written notice, delivered by certified mail.

c. The CITY may terminate this Agreement upon thirty (30) days written notice, delivered by certified mail, if the COUNTY fails to perform police services or comply with Section 2 of this Agreement.

d. In the event of termination, CITY will remain liable for the pro rata amount of the payment due up to the day of termination.

SECTION 5.
NOTICES

All written notices shall be sent to the following parties by certified mail-return receipt requested:

County Administrator
G.K. Maenius Admin. Building
100 East Weatherford
Suite 404
Fort Worth, Texas 76196

Mayor
City of Haslet
105 Main Street
Haslet, Texas 76052

SECTION 6.
JURISDICTION

By this Agreement, CITY grants full and complete authorization and jurisdiction to COUNTY for all police services provided by COUNTY and contained in this Agreement. Said jurisdiction shall apply to the corporate city limits of CITY.

SECTION 7.

Venue for any legal dispute arising pursuant to this Agreement shall lie in the County of Tarrant, State of Texas.

SECTION 8.

It is expressly understood and agreed that deputies assigned to the fulfillment of the responsibilities of the Sheriff undertaken by this Agreement are subject to the control and discretion of the Sheriff in the performance of their duties and that the deputies, as such, shall have no duty or obligation to CITY or the residents of said CITY different from those duties and obligations which the Sheriff has to the public generally, except as stated in this Agreement.

SECTION 9.

Both parties mutually agree that COUNTY is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of COUNTY in no way are to be considered employees of CITY.

SECTION 10.

This Agreement may only be modified, changed, or altered at any time, upon mutual agreement of parties, provided that any such modification, change and/or alteration be reduced to writing, and approved by the governing bodies of COUNTY and CITY.

SECTION 11.

COMPLIANCE WITH LAWS The CITY and COUNTY 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. CITY and COUNTY shall be responsible for ensuring their compliance with any laws and regulations applicable to their activities under this agreement, including maintaining any necessary licenses and permits.

This Agreement is made and entered into this _____ day of _____, 2025.

Court Order _____

COUNTY OF TARRANT
STATE OF TEXAS

Separate Electronic Signature Page
Tim O'Hare
County Judge

_____
Bill Waybourn
Sheriff

CITY OF HASLET, TEXAS

_____
Gary Hulsey
Mayor

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

_____
Criminal District Attorney's Office*

*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"

CITY OF HASLET POLICE SERVICES

1. If desired, the on-duty deputy assigned to Haslet may serve as a bailiff for the Haslet Municipal Court once a month as long as the deputy is not a witness in any case before the Court. In addition, the, deputy serving as a bailiff for the Court will be subject to answering Haslet patrol calls as necessary.

2. Each deputy shall use Haslet electronic citation devices or Haslet citation books.

3. Court dates will be posted at an assigned location for deputies. Each deputy will be notified in advance if they need to attend Court.

"EXHIBIT B"

PROJECTED COST ANALYSIS FOR CONTRACT PATROL SERVICES - CITY OF HASLET FY2026

BASE SALARY		
Patrol Deputy	**Average Salary for Grade 53-II - $40.25**	**$83,720.00**
FRINGE BENEFITS		
Structure Estimate	**10.00%**	**8,372.00**
Step	**2.91%**	**2,679.88**
Longevity	**Maximum $5/month for 25 years**	**1,500.00**
Holiday Pay	**13 days x 8 hours x $45.56**	**4,738.59**
Retirement	**12.02%**	**12,141.46**
FICA	**7.65%**	**7,727.30**
Worker's Comp	**$0.92 per $100 worth of payroll**	**871.90**
Group Medical	**Per employee rate ($950/mo)**	**11,400.00**
Certification Pay	**$50/per month**	**600.00**
Clothing	**$700/year**	**700.00**
		$134,451.13
53 Average Hourly Rate (includes projected step & structure increase)		**$45.56**
Combined Hourly Rate:	**$134,451.13 / 2080 hours**	**$64.64**

(Combined Hourly rate is calculated using average salary as of July 2025 for grade 53-II and all associated costs)

Basic Services	**6 positions x**	**$134,451.13**	**$806,706.79**
Indirect Cost Rate*	**Basic Services x 15%**		**$121,006.02**
Vehicle Usage			
12,000 miles/month x .70 x 12 months			**100,800.00**
(Based on 24 hrs./day)			
TOTAL ANNUAL COST:			**$1,028,512.81**

*The Indirect Cost Rate (ICR) captures the indirect costs associated with service provision which are absorbed by the contracting entity including, but not limited to, dispatch services, calls for service/patrol services outside of contractually defined hours, investigative services, and administrative overhead. The ICR is established by the IRS de minimis rate of 15%

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Department: **Prepared By:** Rebecca Powell **Approved By:** Kimberly Buchanan

SUBJECT:

Consideration of Participation in State of Texas Travel Card Program and Approval of Agreements with U.S. Bank National Association

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider participation in the State of Texas travel card program, utilizing the Texas Multiple Award Schedule (TXMAS) Contract #946M4-3244, awarded to U.S. Bank National Association and approve the required forms.

BACKGROUND

The Texas Comptroller of Public Accounts awarded a contract to U.S. Bank National Association for commercial charge card services for travel purchases and related services. The contract expires March 31, 2027. The State of Texas travel card program allows county staff to manage travel expenditures by leveraging travel contracts for airline, hotels, rental car, and travel agency services.

TXMAS contracts are open to state and local government agencies in accordance with Government Code Title 7, Chapter 791, Subchapter C, Section 791.025, Contracts for Purchases.

The information collection form and cooperative purchasing member addendum are attached for approval and signature. The Criminal District Attorney's Office reviewed these documents as to form.

FISCAL IMPACT

Travel expenses paid the last twelve months (August 1, 2024, through August 5, 2025) totaled $420,608.46. Funding is allocated to county departments during the annual budget process.

Attachments

Consent Agenda Packet-09.16.25_Redacted.pdf

Know Your Customer
Required Information Collection Form

To help the United States government fight the funding of terrorism and prevent money laundering activities, U.S. Federal law requires all financial institutions to obtain, verify, and record information that identifies each person (individual, corporation, partnership, trust, estate, or any other entity recognized as a legal person) who opens an account. U.S. Bank will ask for the legal name, address, tax identification number, and other identifying information that will assist us in completing the review of your contract/application. We may also ask for copies of certified articles of incorporation, an unexpired government-issued business license, a partnership agreement, or other documents that indicate the existence and standing of the entity. U.S. Federal law also requires financial institutions to conduct ongoing customer due diligence, verify the identity of beneficial owners of certain legal entities, and comply with U.S. Economic Sanctions. U.S. Bank may require identification information on Customer, its Affiliates, Related Parties, or Cardholders, if applicable, to allow U.S. Bank to remain in compliance with U.S. Federal law or U.S. Bank policy. Customer agrees to promptly provide such identification information to U.S. Bank, and Customer shall cause its Affiliates, Related Parties or Cardholders, if applicable, to provide identification information to U.S. Bank .

How to complete this form:

Answer all questions completely and thoroughly, reviewing the requirements of each section. Missing information will cause delays in processing. Abbreviations or acronyms are not acceptable. **Post Office Boxes or Personal Mailboxes are not acceptable,** please provide physical address for any addresses provided. You must notify U.S. Bank if any information in the form changes.

Section A: Customer Information

- Provide the full legal name of the customer as it is captured on formation documents. This does not include Doing Business As (DBA) or Trade names.

Company Information	
Company Name:	County of Tarrant
Identification Number: • (TIN, EIN, SSN, ITIN)	75-6001170
Is the above Identification Number shared with another entity?	☐ Yes ■ No
If Yes, provide all entities that share the Identification Number:	
Legal Physical Address: (Where the business is located. Do not provide a mailing address)	100 East Weatherford Street, Room 506, Fort Worth, Texas 76196-0103
Does the company have Trade or Doing Business As (DBA) name(s)?	■ Yes ☐ No
If Yes, provide only the Trade or DBA(s) that are applicable to your relationship with U.S. Bank:	Tarrant County
Provide the DBA address(es) if is different than the company address:	

Section B: Exempt Entities – Do any of the below business types apply to your business?

- **Please select the business type that applies to the business captured in Section A.**

If the company is a subsidiary of a Public Body or Publicly Traded Entity and has its own financials, complete the entire form, supply formation documents and the most recent organization chart.

☐ Is your business a U.S. Department or Agency, including Indian Tribal Government, or was it formed under in interstate compact between two or more states?

■ U.S. Political Subdivision (Local Government Entity)

☐ Financial institution that is regulated by a Federal or State Regulator:

☐ Any entity established under an interstate compact, including Indian Tribal Governmental Entities

☐ An entity that is listed on the New York, NYSE Market LLC, or NASDAQ stock exchanges – this only applies to U.S. operations

☐ Subsidiary of a Publicly Traded parent listed on NYSE, NYSE MKT LLC, or NASDAQ stock exchanges*. This only applies to U.S. operations and U.S entities where equity of 51% or more is held by a U.S. listed entity. *Excludes subsidiaries and entities listed under NASDAQ Capital Market (Nasdaq-CM) Companies

Name of Exchange: _____ Ticker Symbol: _____

Section C: Standard Due Diligence Questions

1	What is the nature of your business? (What products or services do you supply?) • Include NAICS if known	Local Government
2	Does your business operate in the hemp industry? (If yes supply USDA License, or State/Tribal Government License along with this form)	☐ Yes ■ No
3	What is the legal structure of your business? (e.g., Corporation, Limited Partnership/LLP, Not-for-Profit Organization, LLC, Single Member LLC, Partnership, Sole Proprietor, Government)	Government
4	What is the company's country of formation?	United States
5	What is the country of primary business operations for the company?	United States
6	Does the company provide any of the following services to your customers? If Yes, which service?	
	• check cashing services	☐ Yes ■ No
	• issue or cash travelers checks or money orders	☐ Yes ■ No
	• provide money transmission or foreign exchange services	☐ Yes ■ No
	• offer prepaid cards	☐ Yes ■ No
7	What is the company's estimated or projected annual revenue/budget (USD)? (If none, please indicate with $0. None and N/A are not allowed.)	$ 1,031,178,000

Section D: Authorized Signer

• One individual is required, additional individuals are optional.

	Full Legal Name	Provide *one* of the following sets of items: Date of Birth (mm/dd/yyyy), OR Physical Residential Address (preferred) OR Business Address OR SSN/ITIN/Foreign ID (A copy of the non-expired foreign ID is required along with this form)
1	[redacted]	100 East Weatherford Street, Suite 501, Fort Worth, Texas 76196-0103
	☐ No middle name	
2		
	☐ No middle name	

Section E: Control of Public Funds (Government Entities Only)

- Applicable law requires U.S. Bank to retain information regarding the individual, full legal name, and title who has control over public funds, which in this case includes credit balances on the card accounts. Control of public funds includes possession of, as well as authority to establish, accounts for such funds in a bank and to make deposits, withdrawals, and disbursements or to direct these activities.
- Individuals listed in Section D can also be listed in Section E if applicable

What is the authority type over the public funds?	☒ Independent Authority (Requires action or consent of only one official custodian) - One individual is required to be listed below; additional individuals are optional) ☐ Dependent Authority (Requires action or consent of two or more official custodians.) - At least two individuals are required to be listed

	Full Legal Name (First, Middle, Last)	Title – acceptable titles include Chairman, CEO, CFO, City Manager, Comptroller, Director of Administration & Finance, Director of Fiscal Services, District Superintendent, Executive Director, Finance Director, General Manager, Governing Board President, Mayor, President, Superintendent, Treasurer
1	[redacted] ☐ No middle name	Tarrant County Auditor
2	☐ No middle name	

Section F: Certification by Authorized Signer

This section must be completed by an appropriate individual with the authorization of the Customer provided in Section A at the top of this form. e.g., the secretary or other officer, a member or manager of an LLC, partner of a partnership, business owner, Chief Executive Officer (CEO), controller, Chief Operating Officer (COO), Chief Financial Officer (CFO).

I, an Authorized Officer of the company name listed in Section A above, hereby attest that all information supplied on this form and/or any documentation supplied as requested in this form is true and accurate to the best of my knowledge.

Printed Full Legal Name ☐ No middle name	[redacted]
Title:	Tarrant County Judge
Date:	September 16, 2025
E-mail Address	countyjudge@tarrantcountytx.gov
Signature:	

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COOPERATIVE PURCHASING MEMBER ADDENDUM
(Commercial Charge Card Services)

This Cooperative Purchasing Member Addendum (Commercial Charge Card Services) ("**Addendum**") is entered into by Tarrant County , organized under the laws of the State of Texas ("**Participant**"), and U.S. Bank. This Addendum shall become effective upon signing by both parties.

RECITALS

A. The State of Texas ("**Customer**") and U.S. Bank entered into the Commercial Account Agreement 946M4 for Commercial Charge Card Services dated May 15, 2025 (as the same may be modified, amended or amended and restated from time to time, the "**Agreement**");

B. Participant desires to participate as a "Participant" under the Program and Agreement, with sole liability its own obligations it may incur under the Program and Agreement; and

C. U.S. Bank has agreed to allow Participant to be bound under the Agreement and participate in the Program as a "Participant".

Now, therefore, for and in consideration of the mutual promises contained in this Addendum and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Participant and U.S. Bank agree as follows:

1. Product Selection.

Please select one or more products		
☒ **Corporate Travel & Expense Accounts**	☐ **Purchasing Accounts**	☐ **One Card Accounts**
☒ Corporate Liability ☐ Joint and Several Liability	Only Corporate Liability	Only Corporate Liability
Benefits*	**Benefits***	**Benefits***
Card Network benefits plus U.S. Bank supplemental common carrier travel accident benefits • $500,000 Standard Account • $1,000,000 Executive Account	Card Network benefits	Card Network benefits plus U.S. Bank supplemental common carrier travel accident benefits • $250,000 Standard Account • $1,000,000 Executive Account
Optional Enhancements	**Optional Enhancements**	**Optional Enhancements**
Virtual Pay Event Planner account** Managed Spend account** Executive account Executive Platinum account FlexPerks rewards account Central Billing account**	Virtual Pay Event Planner account Managed Spend account Central Billing account	Virtual Pay Event Planner account Managed Spend account Executive account Executive Platinum account FlexPerks rewards account Central Billing account

* Benefits and protections offered by the Card Networks are established by the Card Networks outside of the control of U.S. Bank and may be changed from time to time. U.S. Bank's additional benefits may be changed from time to time. The details of such programs are outlined in brochures separately provided to Account holders.

**Available only for Corporate Liability.

2. **DEFINITIONS**. Unless otherwise stated in this Addendum, all capitalized terms shall have the same meaning as set forth in the Agreement.

3. **DESIGNATION.** Participant is hereby designated as a "Participant" under the Agreement, and upon U.S. Bank's execution of this Addendum (after completing its necessary due diligence) Participant shall be deemed a "Participant" thereunder. U.S. Bank will take direction from such Participant in the issuing of Accounts (or the suspension of Accounts issued at Participant's direction). This Addendum shall be considered a "Participant Agreement" for purposes of the Agreement.

4. **PARTICIPANT REPRESENTATIONS, WARRANTIES AND COVENANTS.** Participant
   - **4.1.** Represents and warrants that is received a copy of the Agreement;
   - **4.2.** Represents that it is a valid Cooperative Purchasing Member as defined by the State of Texas;
   - **4.3.** Represents and warrants that as of the date hereof that each of the representations and warranties made by Customer in the Agreement to U.S. Bank can be made by Participant without breach on the date hereof;
   - **4.4.** Represents and warrants that all financial and other information provided to U.S. Bank by or about Participant is true and correct;
   - **4.5.** Agrees to comply with and be bound by the terms and conditions of the Agreement, including any future amendment regardless of whether Participant has received notice of such amendment;
   - **4.6.** Agrees it is liable for its own performance of the terms and conditions of the Agreement (including as it may be amended from time to time) as if Participant signed the Agreement, including for all obligations incurred by it or by any party issued an Account at its direction, but shall not be liable for any obligations incurred by Customer or any other participants; and
   - **4.7.** Agrees that it may not assign or transfer its rights under this Addendum or the Agreement without the express consent of U.S. Bank.

5. **LIABILITY FOR PARTICIPANT'S PERFORMANCE AND OBLIGATIONS.** Participant agrees that it shall be solely liable for its performance of the terms and conditions of the Agreement and this Addendum. Customer shall have no liability for any obligations incurred under the Program by Participant and any Account holder designated by such Participant.

6. **NOTICES.** The notice address for Participant is:
   Participant:

Tarrant County Auditor's Office

G.K. Maenius Administration Building

100 East Weatherford Street, Room 506

Fort Worth, Texas 76196-0103

Attn: Tarrant County Auditor

7. **CHANGE OF CONTROL.** Participant shall immediately notify U.S. Bank in writing of the occurrence of any event concerning Participant that (i) would prevent Participant from making the representations and warranties contained in section 3 at such time or (ii) results in a change of the legal name of such Participant. Participant shall promptly provide such additional details as reasonably requested by U.S. Bank regarding such event. At the election of U.S. Bank, the rights of Participant to be designated a "Participant" under the Agreement may be revoked based upon the notification provided by pursuant to section 6(i) and this Addendum shall terminate.

8. **REBATE PAYMENT REGISTRATION.** Customer shall register to receive rebate payments in the manner prescribed by Bank. Bank will not make any rebate payments until Customer has registered to receive payment. If Customer fails to register by the completion of a Rebate Period, Customer forfeits any payment for that Rebate Period. Customer designates the following person to register Customer:

Rebate Payment Registration	
a) Authorized Person's Name	Julie Hillhouse
b) Authorized Person's Email Address	jkhillhouse@tarrantcountytx.gov

9. **BINDING AGREEMENT.** The representations, warranties and covenants of Participant in this Addendum constitute valid, binding and enforceable agreements of Participant. The execution of this Addendum and the performance of the obligations hereunder are within the power of Participant, have been authorized by all necessary action and do not constitute a breach of any agreement to which Participant is a party or is bound. Participant represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for Participant to be duly bound by this Addendum.

10. **BREACH; CONTINUATION.** Any breach by Participant of the terms of this Addendum or of the terms of the Agreement shall be a default under this Addendum permitting U.S. Bank to (i) exercise against Participant all rights and remedies available under the Agreement based upon such default and (ii) terminate this Addendum. The expiration or termination of the Agreement as to Customer or any other participant shall not terminate the Agreement as incorporated into this Addendum and such Agreement shall continue as to Participant for all purposes. However, upon such expiration or termination of the Agreement as to Customer, either U.S. Bank or Participant may at any time terminate this Addendum upon thirty (30) days' prior written notice to the other party.

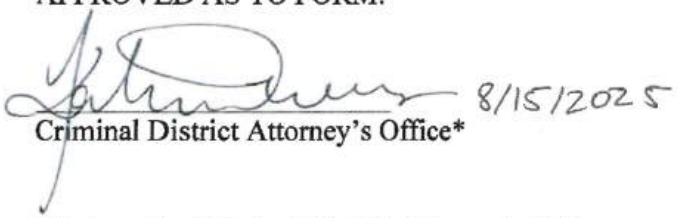
11. **RATIFICATION; AMENDMENT**. Participant acknowledges that U.S. Bank and Customer may from time to time enter into amendments of the Agreement. No such amendments shall require the consent of Participant and Participant shall be bound by the terms contained in any such amendments. Customer, and not U.S. Bank, shall have the sole responsibility of informing Participant of any such amendments. The failure of Customer to so inform Participant of any amendment shall not provide a defense to Participant against U.S. Bank's enforcement of the Agreement (as amended) or this Addendum against Participant.

12. AUTHORIZATION AND EXECUTION. This Addendum may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. This Addendum may be executed and delivered by the parties electronically, and fully executed electronic versions of this Addendum, or reproductions thereof, will be deemed to be original counterparts.

Each signatory represents and warrants that (i) such signer is authorized by an applicable authority to enter into all transactions contemplated by this Addendum, and (ii) the signatures appearing on all supporting documents of authority are authentic.

PARTICIPANT	**U.S. BANK**
DATE: 09/16/2025	DATE:
Tarrant County Legal Name of Participant	U.S. Bank National Association
(Signature of Authorized Individual)	
Tim O'Hare (Printed Name of Authorized Individual)	
Tarrant County Judge (Printed Title of Authorized Individual)	

APPROVED AS TO FORM:



8/15/2025

Criminal District Attorney's Office*

*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 reply on this approval. Instead, those parties should seek contract review from independent counsel.

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 1
Department: Auditor	**Prepared By:** Brett Self	**Approved By:** Kimberly Buchanan

SUBJECT:

Consideration of the Release and Substitution of Depository Collateral

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve the release of approximately $403,373,000 of collateral and accept the substitution of securities in a market value of $442,816,000 as requested in the attached letter.

BACKGROUND

With this action, collateral will total approximately $780,803,000 as of September 4, 2025.

FISCAL IMPACT

There is no fiscal impact to Tarrant County.

Attachments

Standard Sub Release Letter.pdf

JPMorgan Chase Bank, N.A.

September 3, 2025

Brett Self
Tarrant County
100 East Weatherford
Fort Worth, TX 761960301

Phone: (817) 884-3244
Fax: (817) 884-1104
Email: bself@tarrantcounty.com

Pledgee Authorization

I hereby authorize _____ to

☐ Pledge Collateral
☐ Release Collateral
☐ Substitute Collateral

the following security(s) listed below, effective immediately.
Authorized Signature _____ Date:_____
Title _____

Dear Brett Self:

We will instruct FEDERAL RESERVE BANK OF NEW YORK to release and substitute the following collateral for Tarrant County at JPMorgan Chase Bank, N.A., ABA #021000021

Collateral Release From Sub-Account # : B237

☐ Security matured or called ☐ Security being sold

CUSIP	Description / Coupon / Maturity	Original Par Amount	Current Par Amount	Market Value
91282CCV1	US Treasury Notes / 1.125% / 08/31/2028	$434,117,000.00	$434,117,000.00	$403,372,699.48

Collateral Substitutes To Sub-Account # : B237

CUSIP	Description / Coupon / Maturity	Original Par Amount	Current Par Amount	Market Value
91282CKX8	US Treasury Notes / 4.25% / 06/30/2029	$434,117,000.00	$434,117,000.00	$442,816,296.61

If you have any questions, please contact the National Collateral Management Operations Group at 888-333-8340, Option 2, or email **NCMG-OPS@JPMORGAN.COM**

Sincerely,

Kathryn Carson
Collateral Svc Manager II

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 3
Department: Budget and Risk Management	**Prepared By:** Matthew Jones	**Approved By:** Helen H. Giese

SUBJECT:

Consideration of Sheriff and Constable Fee Schedule for Calendar Year 2026

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the proposed Sheriff and Constable Fee Schedule for Calendar Year 2026.

BACKGROUND

Section 118.131, Texas Local Government Code requires the Commissioners Court to annually set Sheriff and Constable fees. Fees must be set before October 1st in order to go into effect on January 1st of the following year. This statute permits the Court to set fees that have been deemed reasonable, and in an amount up to a level equal to the cost of providing the associated services.

The Budget and Risk Management Office performed an analysis of fees for surrounding counties and invited input from the Constables, Justices of the Peace, Sheriff's Department, District Clerk, County Clerk, Auditor and District Attorney's Offices regarding the proposed fee schedule. It was determined Tarrant County's fees, on average, are thirty-five percent (35%) lower than those of neighboring counties. To begin addressing this gap, the proposed fee schedule includes a twenty percent (20%) increase effective for calendar year 2026. Fees will be re-evaluated ahead of calendar year 2027 to determine whether further adjustments are warranted.

The proposed fee schedule has been reviewed by the Criminal District Attorney's Office for compliance.

FISCAL IMPACT

The proposed fee schedule is projected to generate approximately $750,000.00 in additional revenue for the General Fund.

Attachments

PROPOSED - 2026 Sheriff and Constables Fee Schedule.pdf

Proposed 2026 Sheriff and Constable Fee Schedule
Tarrant County

	FY2025	FY 2026	% Change
Page 1 **County, District & Justice Courts: Service Documents**			
All Service Documents not specified	**$75.00**	$90.00	20.00%
Bond Forfeiture	**$75.00**	$90.00	20.00%
Citation	**$75.00**	$90.00	20.00%
Citation for Eviction	**$75.00**	$90.00	20.00%
Citation by Publication (plus cost of publication)	**$75.00**	$90.00	20.00%
Certified Mail (service by)	**$75.00**	$90.00	20.00%
Notice	**$75.00**	$90.00	20.00%
Notice by Publication (plus cost of certified mail and publication)	**$75.00**	$90.00	20.00%
Notice of Trustee Sale	**$75.00**	$90.00	20.00%
Notice to Take Deposition	**$75.00**	$90.00	20.00%
Order of Sale	**$150.00**	$180.00	20.00%
Collecting Money on an Order of Sale without a Sale	**$80.00**	$96.00	20.00%
Precept to Serve	**$75.00**	$90.00	20.00%
Scire Facias	**$75.00**	$90.00	20.00%
Show Cause	**$75.00**	$90.00	20.00%
Subpoena	**$75.00**	$90.00	20.00%
Summons	**$75.00**	$90.00	20.00%
Summons - Juvenile	**$0.00**	$0.00	
Temporary Restraining Order	**$75.00**	$90.00	20.00%
Warrants			
All other warrants not specified	**$150.00**	$180.00	20.00%
Capias/Civil Warrant	**$150.00**	$180.00	20.00%
Distress Warrant (plus per deputy/per hour, after two hours)	**$150.00/$50.00**	$180/$80	20.00%
Tax Warrant (plus per deputy/per hour, after two hours)	**$150.00/$50.00**	$180/$80	20.00%
Warrant to take physical custody of child (plus per hour/per deputy, after two hours)	**$150.00/$50.00**	$180/$80	20.00%
Writs			
All other Writs Not Specified	**$150.00**	$180.00	20.00%
Writ of Attachment	**$150.00**	$180.00	20.00%
Writ of Execution (plus per deputy/per hour, after two hours)	**$150.00/$50.00**	$180/$80	20.00%
Writ of Garnishment	**$75.00**	$90.00	20.00%
Writ of Habeas Corpus	**$75.00**	$90.00	20.00%
Writ of Injunction	**$75.00**	$90.00	20.00%
Writ of Possession (plus per deputy/per hour, after two hours)	**$150.00/$50.00**	$180/$80	20.00%
Writ of Re-Entry - (Justice Court only)	**$150.00**	$180.00	20.00%
Writ of Sequestration	**$150.00**	$180.00	20.00%
Writ of Retrieval (plus per deputy/per hour, after two hours)	**$150.00/$50.00**	$180/$80	20.00%
Writ of Turnover	**$150.00**	$180.00	20.00%
Alarms			
False within a 12 month period, with permit (up to 5)	**$0.00**	$0.00	
False within a 12 month period, with permit (more than 5, each incident)*	**$75.00**	$75.00	0.00%
Permit (Annually)	**$25.00**	$30.00	20.00%
Permit (Apt. Complex to 100 units)	**$50.00**	$60.00	20.00%
Permit (Apt. Complex each additional 100 Units)	**$50.00**	$60.00	20.00%
Miscellaneous Fees			
Impounded & Inventoried Vehicles Auto Release Fee	**$5.00**	$6.00	20.00%
Law Enforcement Vehicle Identification Number Inspection Fee*	**$40.00**	$40.00	0.00%
Warrant - Mental Health	**$0.00**	$0.00	
Warrant - Alias & Next County Re-Arrest (plus per deputy/per hour, after two hours)	**$80.00/$50.00**	$96/$80	20.00%
Tex. Prop. Code Ch. 24B Notice to Immediately Vacate (plus per deputy/per hour, after two hours)	**	$180/$80	
Office Storage Fee	**$10.00**	$12.00	20.00%
Posting of Notice	**$20.00**	$24.00	20.00%

Proposed 2026 Sheriff and Constable Fee Schedule
Tarrant County

	FY2025	FY 2026	% Change
Publication Fee	**$25.00**	$30.00	20.00%
Executing a Deed to Real Estate Under Execution of an Order of Sale	**$25.00**	$30.00	20.00%
Executing a Bill of Sale to Personal Property under Execution of an Order of Sale	**$25.00**	$30.00	20.00%
Service Fee for Fingerprint Processing	**$10.00**	$12.00	20.00%
Livestock Round-Up & Impound Fees			
Large Livestock/each animal (e.g., Bull, Cow, Horse)	**$75.00**	$90.00	20.00%
Small Livestock/each animal (e.g., Goat, Sheep, Hog or Flightless Bird)	**$40.00**	$48.00	20.00%
Boarding & Feeding per animal/per day	**$10.00**	$12.00	20.00%
Livestock Penned on Site First Hour (each animal)	**$50.00**	$60.00	20.00%
Subsequent Hour or Fraction thereof (each animal)	**$25.00**	$30.00	20.00%
Return/Delivery Charge (each animal)	**$50.00**	$60.00	20.00%
Livestock Carcass Removal (each animal)	**$200.00**	$240.00	20.00%
Collection Fee For Each Call *	**$25.00**	$25.00	0.00%

* Fee set by Statute **New fee established by SB1333 89th Legislature

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 4
Department: Budget and Risk Management	**Prepared By:** Rand Otten	**Approved By:** Matthew Jones

SUBJECT:

Consideration of the Fiscal Year 2026 Notice of Award from the Texas Health and Human Services Commission for the Tarrant County Public Health Prevention and Early Intervention Community Youth Development Program

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve FY 2026 Notice of Award (NOA) 2026-01 from the Texas Department of Family and Protective Services (DFPS) for the Tarrant County Public Health (TCPH) Prevention and Early Intervention (PEI) Community Youth Development (CYD) Program, Contract #HHS000841700005.

BACKGROUND

The CYD Program began in April 1996 to provide support services to youth and their families with the goal of curbing juvenile crime. Grant funding provides assistance to Prevention and Early Intervention (PEI) partners with community-based programs, providing a variety of opportunities to promote positive outcomes for children, youth, and families. Services are provided by sub-awards through reimbursements from the CYD program DFPS grant. The TCPH CYD program provides over-site for these sub-awards.

The Texas Family Code, Section 265.007, authorizes HHSC to award CYD grants to communities with high incidences of juvenile crime. This includes ZIP codes 76106 and 76164 in Tarrant County. The CYD program aligns with the core functions of Public Health by strengthening protective factors, supporting community partnerships, and addressing juvenile delinquency.

On August 17, 2021, the Commissioners Court, through Court Order #136109, approved a Grant Agreement with HHSC for the term of September 1, 2021, through August 31, 2026, with funding not-to-exceed $3,281,250.00 over the term of the contract. In addition, the contract expanded the service area for Tarrant County to include the 76112 and 76119 ZIP codes.

On August 6, 2024, the Commissioners Court, through Court Order #143559, approved NOA No. 2025-01 from DFPS to award Tarrant County $675,000.00 for FY 2025 CYD Program services and the Innovation Grant for Community-Based Child Abuse Prevention (CBCAP). The grant funding period for this award was effective September 1, 2024, through August 31, 2025.

With approval of NOA No. 2026-01, Tarrant County will receive $525,000.00 in grant funding for FY 2026 CYD Program services. The grant funding period for this award is effective September 1, 2025, through August 31, 2026.

FISCAL IMPACT

Funds will be requested for FY 2026 in the amount of $525,000.00.

This grant does not require matching funds, allows for indirect costs, and does not include an operating subsidy. All associated costs to be paid from grant funds in Grant-2004 / F0040-2026 / 5100103000.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $N/A

County Auditor

Attachments

F0040-2026_HHS000841700005 _CYD.pdf

TO: Tim O'Hare, County Judge
Tarrant County
Contract No. HHS000841700005
Agency Account ID No. 24821479
Unique Entity Identifier (UEI) No. DBH1UNN8U5J3

FROM: Kimberly Lee, Director of Contracting and Fiscal Accountability, Family Support Services

SUBJECT: HHSC NOTICE OF AWARD (NOA)

DATE ISSUED: August 29, 2025

DATE EFFECTIVE: September 1, 2025

FY 2026 Notification of Funding for Community Youth Development (CYD) Program Grant

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Award No: 2026-01

Project Period: 9/1/21–8/31/26
Funding Period: 9/1/25–8/31/26

HHSC is awarding your organization a total of **$525,000** for the State of Texas Fiscal Year (FY) 2026. Your approved indirect cost rate is **10.70%**. Your organization can elect to charge up to this amount in your budget.

HHSC is distributing the award amount as follows:

1. **CYD Services: $525,000**
   HHSC is funding this award all or in part under US Department of Health and Human Services Promoting Safe and Stable Families. HHSC determines the exact amount of state or federal funding at the end of the fiscal year. HHSC will notify the Grantee in writing of the exact amount of federal or state monies used to fund this Grant upon written request from the Grantee.

Federal Award Date	Federal Award Identification Number (FAIN)	Assistance Listing Number	Funding Period	Service Code
TBD	2501TXFPSS	93.556	10/1/24–9/30/26	CY5

Federal Award Date	Federal Award Identification Number (FAIN)	Assistance Listing Number	Funding Period	Service Code
7/5/24	2401TXFPSS	93.556	10/1/23–9/30/25	CY5

The most recent federal award notices are available at the following link:

https://www.hhs.texas.gov/business/grants/notices-award.

SIGNED AND EXECUTED this _____ day of _____, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

James Marvin Nichols
Criminal District Attorney's Office*

*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.

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 8
Department: Budget and Risk Management	**Prepared By:** Matthew Jones	**Approved By:** Helen H. Giese

SUBJECT:

Consideration of Fiscal Year 2026 Contract with Guardianship Services, Inc. for the Provision of Professional Services to Residents of Tarrant County

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve the FY 2026 contract with Guardianship Services, Inc. for the provision of professional services to legally incapacitated residents of Tarrant County.

BACKGROUND

State law charges Tarrant County Probate Courts with the responsibility of appointing guardians for residents of Tarrant County who have been legally determined to be incapacitated by the Probate Courts.

Tarrant County has historically engaged Guardianship Services, Inc. a non-profit organization, as a contractual partner to provide staff and volunteers to serve as guardians for legally incapacitated Tarrant County residents.

The term of this contract is from October 1, 2025 through September 30, 2026.

The Criminal District Attorney's Office has approved this agreement to form.

FISCAL IMPACT

Funding in the amount of $745,000.00 is available in the following accounts:

$610,000 – T0450-2026 Public Health – 1115 Waiver Fund/1140100000 Non-Departmental/566084 Guardianship Services, Inc.
$110,000 – 23100-2026 Guardianship Fund/1140100000 Non-Departmental/566084 Guardianship Services, Inc.
$ 12,500 – 22600-2026 General Fund/4230100000 Probate Court No. 1/566084 Guardianship Services, Inc.
$ 12,500 – 22600-2026 General Fund/4230200000 Probate Court No. 2/566084 Guardianship Services, Inc.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $745,000.00 Contingent upon Commissioners Court approval of FY26 Budget

County Auditor

Attachments

Guardianship Services ILA.pdf

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, Tarrant County Probate Courts are charged with appointing guardians for residents of Tarrant County who are incapacitated according to state law;

WHEREAS, when there are no relatives or friends who are willing or suitable to serve as guardians of incapacitated individuals of Tarrant County, the Probate Courts rely on and appoint **GUARDIANSHIP SERVICES, INC.'s** staff and volunteers to serve that purpose;

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, funding from **TARRANT COUNTY, TEXAS ("COUNTY")** is essential to **GUARDIANSHIP SERVICES, INC.'s ("GSI")** ability to provide qualified, professional services to residents who have been legally determined by the Probate Courts to be incapacitated, and hereby declares that this agreement is one of a professional service; and

NOW, THEREFORE, this **Agreement** is made and entered into this 16th day of October, 2025, by and between **GSI**, acting by and through its duly authorized agent, and **COUNTY**, acting by and through its County Judge.

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

1. **GSI** agrees, via Probate Court appointments, to continue providing such services including, but not limited to, the furnishing of volunteers and staff, as reasonably available and as needed to act as guardians and such services as may be mutually agreed upon by the parties hereto for the residents of Tarrant County.

2. **COUNTY**, for and in consideration of the services provided, agrees to pay to **GSI** a lump sum payment of SEVEN HUNDRED FORTY-FIVE THOUSAND AND NO/100 DOLLARS ($745,000.00) for reimbursement of salaries and related benefits and training for staff and volunteers during the period October 1, 2025 through September 30, 2026.

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

11. **GSI** agrees to provide **COUNTY** all records relating to the programs performed by **GSI** 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. **GSI** 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, 2026 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. **GSI.** 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. **GSI** 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.

15. This **Agreement** may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same **Agreement.** The exchange of copies of this **Agreement** and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purposes whatsoever.

SIGNED AND EXECUTED this _____ day of _____, 2025.

Lyn Scott, CEO

AUTHORIZED AGENT
GUARDIANSHIP SERVICES, INC.

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare
County Judge

APPROVED AS TO FORM:

Criminal District Attorney's Office*

***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.**

CERTIFICATION OF
AVAILABLE FUNDS: $745,000.00

Tarrant County Auditor

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 Guardianship Services, Inc. (FY 2026)

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 $ 100,00.00 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 is does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

CERTIFIED by:

Lyn Scott
Signature of Certifying Person

Lyn Scott
Printed Name of Certifying Person

CEO
Title of Certifying Person

Guardianship Services, Inc.
Name of Vendor Company

9/9/25
Date Certified

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2025-1360904

Date Filed:
09/09/2025

Date Acknowledged:

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

Guardianship Services, 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

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 2026 Contract
FY 2026 Contract - Guardianship 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. [X]

6 UNSWORN DECLARATION

My name is Lyn Scott, and my date of birth is _____.

My address is 1125 College Ave, Ft Worth (city) TX (state) 76104 (zip code) Tarrant (country)

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

Executed in Tarrant County, State of Texas, on the 9 day of Sept. (month), 20 25 (year).

Lyn Scott

Signature of authorized agent of contracting business entity
(Declarant)

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 3
Department: Budget and Risk Management	**Prepared By:** Kadey Heidrich, Analyst	**Approved By:** Matthew Jones

SUBJECT:

Consideration to Accept the Fiscal Year 2026 Family Recovery Court Grant Award from the Office of the Governor, Criminal Justice Division, for the Tarrant County Family Recovery Court Program

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the acceptance of the FY 2026 Family Recovery Court Grant Award from the Office of the Governor (OOG), Criminal Justice Division for the Tarrant County Family Recovery Court Program.

BACKGROUND

On February 4, 2025, the Commissioners Court, through Court Order #144694, approved the submission of the FY 2026 Specialty Courts Program Grant application and resolution to the OOG, Criminal Justice Division, for the Tarrant County Family Recovery Court Program in the amount of $45,000.00.

The Family Recovery Court Program is a continuation of the Family Recovery Court project that has been in operation in Tarrant County since November 2007. The program supports families who are involved with Child Protective Services (CPS) and whose children have been exposed to drugs. The project is implemented in collaboration with the Department of Family and Protective Services (DFPS), Challenge of Tarrant County, Lena Pope Home, Inc., and thirty (30) other community partners.

With approval, Tarrant County will receive grant funding in the amount of $45,000.00 to be used to capitalize on current community collaborations to address the recurring issue of substance abuse in cases previously resulting in the termination of parental rights. It is expected that the program will serve approximately fifteen (15) to twenty (20) families during this grant period.

The grant period is September 1, 2025 through August 31, 2026.

The Budget and Risk Management Department has reviewed the statement of grant award.

FISCAL IMPACT

The grant award is for $45,000.00
There is no match required for this grant.
No indirect costs are allowed for this grant.
All associated costs will be paid from grant fund allocations in Grant - G0094-2026.

Attachments

Family Recovery Court SOGA.pdf

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	4521904	**Award Amount:**	$45,000.00
Date Awarded:	9/3/2025	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2025 - 08/31/2026	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2026	**Grantee GPI:**	$0.00
Program Fund:	DC-Specialty Courts Program	**Total Project Cost:**	$45,000.00
Grantee Name:	Tarrant County		
Project Title:	Family Recovery Court		
Grant Manager:	Jeni Morales		
Unique Entity Identifier (UEI):	DBH1UNN8U5J3		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2026-DC-ST-0012
Total Federal Award/State Funds Appropriated:	$15,000,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)

Is the Award R&D:	No
Federal/State Award Description:	The purpose of the program is to support specialty courts as defined in Chapter 121 of the Texas Government Code, which incorporate the essential characteristics of: 1) Family Drug Court Programs from Chapter 122 of the Texas Government Code; 2) Drug Court Programs from Chapter 123 of the Texas Government Code; 3) Veterans Court Programs from Chapter 124 of the Texas Government Code; 4) Mental Health Court Programs from Chapter 125 of the Texas Government Code; 5) Commercially Sexually Exploited Persons Court Programs from Chapter 126 of the Texas Government Code; 6) Public Safety Employees Treatment Court Programs from Chapter 129 of the Texas Government Code; or 7) Juvenile Family Drug Court Programs from Chapter 130 of the Texas Government Code.

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 3

Department: Budget and Risk Management	**Prepared By:** Kadey Heidrich, Analyst	**Approved By:** Matthew Jones

SUBJECT:

Consideration to Accept the Fiscal Year 2026 Grant Award from the Office of the Governor, Criminal Justice Division, for the Tarrant County Mental Health Diversion Court Program

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the acceptance of FY 2026 grant award from the Office of the Governor, Criminal Justice Division (CJD), for the Tarrant County Mental Health Jail Diversion Court Program.

BACKGROUND

On February 4, 2025 the Commissioners Court, through Court Order #144690, approved the submission of the FY 2025 grant application and resolution to the Office of the Governor's, CJD, for the Tarrant County Mental Health Jail Diversion Court Program.

The Mental Health Diversion program is a pre-trial, post-booking diversion program for mentally impaired offenders. The program offers offenders a treatment option that is judicially supervised and is designed to divert mentally impaired offenders out of the traditional criminal justice process and into appropriate rehabilitative alternatives.

If accepted, grant funding in the amount of $98,824.08 will be utilized for the Mental Health Diversion program to fund personnel, drug testing, training, equipment, and supplies.

The grant is effective September 1, 2025 through August 31, 2026.

The Budget and Risk Management Department has reviewed the notice of grant award.

FISCAL IMPACT

The grant award is for $98,824.08.
There is no match required for this grant.
Indirect costs were not charged for this grant.
All associated costs will be paid from grant fund allocations in Grant - G0085-2026.

Attachments

Mental Health Diversion Court SOGA.pdf

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	1828920	**Award Amount:**	$98,824.08
Date Awarded:	9/3/2025	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2025 - 08/31/2026	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2026	**Grantee GPI:**	$0.00
Program Fund:	DC-Specialty Courts Program	**Total Project Cost:**	$98,824.08
Grantee Name:	Tarrant County		
Project Title:	Mental Health Diversion Court		
Grant Manager:	Jeni Morales		
Unique Entity Identifier (UEI):	DBH1UNN8U5J3		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2026-DC-ST-0012
Total Federal Award/State Funds Appropriated:	$15,000,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)

Is the Award R&D:	No
Federal/State Award Description:	The purpose of the program is to support specialty courts as defined in Chapter 121 of the Texas Government Code, which incorporate the essential characteristics of: 1) Family Drug Court Programs from Chapter 122 of the Texas Government Code; 2) Drug Court Programs from Chapter 123 of the Texas Government Code; 3) Veterans Court Programs from Chapter 124 of the Texas Government Code; 4) Mental Health Court Programs from Chapter 125 of the Texas Government Code; 5) Commercially Sexually Exploited Persons Court Programs from Chapter 126 of the Texas Government Code; 6) Public Safety Employees Treatment Court Programs from Chapter 129 of the Texas Government Code; or 7) Juvenile Family Drug Court Programs from Chapter 130 of the Texas Government Code.

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 2

Department: Budget and Risk Management	**Prepared By:** Kadey Heidrich, Analyst	**Approved By:** Matthew Jones

SUBJECT:

Consideration to Accept the Fiscal Year 2026 Juvenile Justice and Truancy Prevention Grant Award from the Office of the Governor, Criminal Justice Division, for the School-Based Delinquency Prevention Program

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the acceptance of the FY 2026 Juvenile Justice and Truancy Prevention Program Grant Award from the Office of the Governor (OOG), Criminal Justice Division for the School-Based Delinquency Prevention Program.

BACKGROUND

On February 4, 2025, the Commissioners Court, through Court Order #144695, approved the submission of the FY 2026 grant application and resolution to the Office of the Governor, Criminal Justice Division, for the School-Based Delinquency Prevention Program.

The purpose of these grant funds is to support programs that prevent violence in and around school, and to improve the juvenile justice system by providing mental health services, truancy prevention and intervention through community-based and school programs. The School-Based Delinquency Prevention Program's target population is high school youth, ages 14-19, enrolled in the Tarrant County Juvenile Justice Education Program (TCJJAEP) under the mandatory and discretionary expulsion provisions.

If accepted, grant funding in the amount of $84,977.00 will be utilized for the continued administration and operation of the School-Based Delinquency Prevention Program.

The grant period is September 1, 2025 through August 31, 2026. This is the second year of a three-year grant cycle.

The Budget and Risk Management Department has reviewed the statement of grant award.

FISCAL IMPACT

The grant award is for $84,977.00.
There is no match required for this grant.
Indirect costs have not been added to this program budget.

All associated costs will be paid from grant fund allocations in Grant - G0095-2026.

Attachments

Juvenile Services OOG SOGA.pdf

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	4231405	**Award Amount:**	$84,977.00
Date Awarded:	9/3/2025	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2025 - 08/31/2026	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2026	**Grantee GPI:**	$0.00
Program Fund:	SF-State Criminal Justice Planning (421) Fund	**Total Project Cost:**	$84,977.00
Grantee Name:	Tarrant County		
Project Title:	Curriculum-Based Support Group Program		
Grant Manager:	Harley Woody		
Unique Entity Identifier (UEI):	DBH1UNN8U5J3		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2026-SF-ST-0015
Total Federal Award/State Funds Appropriated:	$25,000,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of this program is to reduce crime and improve the criminal justice system.

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 1
Department: Budget and Risk Management	**Prepared By:** Galyna Rozsokha	**Approved By:** Matthew Jones

SUBJECT:

Consideration of Exceptions to Fee Schedule for Court Interpreters

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider exceptions to Tarrant County's fee schedule for interpreters appointed by Criminal Courts.

BACKGROUND

On December 8, 1988, the Commissioners Court, through Court Order #79732, established an amount of $50.00 per hour for court interpreters. On November 17, 2020, through Court Order #134246, the hourly rate for court interpreters was increased to $100.00 per hour.

One or more criminal court(s) required interpreter service exceeding the limit set by this Court Order.

1) **Jay Hamdan**
Re: Case 1811878 Abdul Rashid Nasiri (Farsi)
$110 per hour – 6 hours billed (7/9/2025)
Honorable Elizabeth Beach, Criminal District Court #1
Re: Case 1764382 Aref Ztemih (Arabic)
$110 per hour – 3 hours billed (8/19/2025)
Honorable William A. Knight, Criminal District Court #2

2) **Mark Thorne-Thomsen**
Re: Case 1850309 Nidia Escoto Aguilar (Spanish)
$150 per hour – 1 hour billed (7/25/2025)
Honorable Steve Jumes, 485th Criminal District Court

3) **Phuong Tonnu**
Re: Case 1815195 Van Tien Nguyen (Vietnamese)
$167 per hour – 6 hours billed (7/15/2025)
Honorable Chris Wolfe, 213th Criminal District Court

4) **Olga Stecker,LLC**
Re: Case 1832231 Jose Mudillo Hernandez (Spanish)
$150 per hour – 32 hours billed (7/28/2025-7/31/2025)

Honorable Julie Lugo, 372nd Criminal District Court

FISCAL IMPACT

There will be no additional fiscal impact. Budgeted funds are available in the department's budget.

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 3
Department: Budget and Risk Management	**Prepared By:** Elliot Lester	**Approved By:** Helen H. Giese

SUBJECT:

Consideration of Risk Management Board Minutes and Recommended Claims

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the board minutes and payment of the following claims recommended by the Risk Management Board and authorize the County Auditor to pay funds prior to appearing on the claims register.

BACKGROUND

The Risk Management Board held a meeting on Wednesday, August 27, 2025. The minutes resulting from this meeting are attached for review.

The claims recommended by the Risk Management Board are as follows:

Elena Wilkinson
Claim No. 25-10076 (Sheriff)
$871.56 (Plus Rental)

On July 24, 2025, a County vehicle made contact with a vehicle belonging to Elena Wilkinson. The Risk Management Board recommends payment of $871.56 plus rental car for this claim.

FISCAL IMPACT

Payment of these items will be from Tarrant County's Self-Insurance Funds.

Attachments

09-16 BRM - Risk Management Board Minutes.pdf

TARRANT COUNTY
BUDGET & RISK MANAGEMENT

TARRANT COUNTY ADMINISTRATION BUILDING
100 E. WEATHERFORD – 4TH FLOOR, ROOM 403
FORT WORTH, TEXAS 76196-0102
817/884-2640 FAX 817/212-7202

HELEN H. GIESE
DIRECTOR

RISK MANAGEMENT BOARD MEETING

August 27, 2025

C O N S E N T M I N U T E S

Call to Order

PRESENT:	**Representatives:**	**Craig Driskell**	(Sheriff's Office)
		Joseph Jackson	(Transportation)
		Maegan South	(County Administration)
		Matthew Jones	(Budget and Risk Management)
		Josh Underwood	(Auditor's Office)
		Roxie Held	(Human Resources)

I. Approval of August 20, 2025, Consent Minutes

The minutes from August 20, 2025, Risk Management Board were approved unanimously.

II. Consideration of Claims

A.	**1. Read's Auto Collision**	**$**	**2,864.85**
	2. Appraisal Service of Arkansas	**$**	**110.00**
	Claim No. 25-10078 (Sheriff)		
B.	**Read's Auto Collision (Supplement)**	**$**	**542.24**
	Claim No. 25-10070 (Pct. 1 Maintenance)		
C.	**Elena Wilkinson (Plus Rental)**	**$**	**871.56**
	Claim No. 25-10076 (Sheriff)		
D.	**Belfor Property Restoration**	**$**	**39,990.00**
	Claim No. 25-30018 (Facilities)		

Items II A through D were approved unanimously.

III. Consideration of Services

E. Occupational Health Centers of the SW, P.A. **$ 4,005.00**
Invoice #326538484 08/13/2025-08/19/2025

Item III E was approved unanimously.

IV. Next Meeting: Wednesday, September 10, 2025, at 11:00 A.M., 4th Floor, Room 403

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 1
Department: Budget and Risk Management	**Prepared By:** Jason Adams	**Approved By:** Helen H. Giese

SUBJECT:

Consideration of Fiscal Year 2025 Appropriation Adjustments

***** CONSENT AGENDA *****

See Attachment for Additional Information

Attachments

(CONSENT) FY 2025 09 16 2025.pdf

COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER

DATE 09/03/25

SUBJECT:

FY 2025 APPROPRIATION ADJUSTMENTS

***** CONSENT *****

10000-2025 GENERAL FUND

1140100000 - Non Departmental

595055	Undesignated	(918,120)

2120910000 - Sheriff Confinement

565012	Food Contract - Prisoners	500,000

4113100000 - 141st District Court

575614	Visiting Court Reporter	2,700

4120200000 - Criminal District Court #2

575614	Visiting Court Reporter	2,700
584041	Counsel Fees - Capital Murder	165,000

4120300000 - Criminal District Court #3

584011	Counsel Fees - Courts	52,950

4120400000 - Criminal District Court #4

584011	Counsel Fees - Courts	13,000

4125000000 - 485th District Court

584011	Counsel Fees - Courts	5,000

4124500000 - 372nd District Court

575614	Visiting Court Reporter	3,500
584011	Counsel Fees - Courts	70,000

4124800000 - 396th District Court

584011	Counsel Fees - Courts	86,000

4124900000 - 432nd District Court

575614	Visiting Court Reporter	2,000

DISPOSITION BY COMMISSIONERS COURT

SUBMITTED BY:	Budget & Risk Management	PREPARED BY: APPROVED BY:	Jason K. Adams Helen H. Giese

SUBJECT:

FY 2025 APPROPRIATION ADJUSTMENTS

*** CONSENT ***

4125000000 - 485th District Court		
584011	Counsel Fees - Courts	76,565
4131100000 - 321st District Court		
575614	Visiting Court Reporter	500
4132100000 - 322nd District Court		
575614	Visiting Court Reporter	500
584011	Counsel Fees - Courts	22,000
4133500000 - 325th District Court		
521011	Supplies	(520)
575614	Visiting Court Reporter	220
588261	Education	520
4134100000 - 360th District Court		
575614	Visiting Court Reporter	1,000
4192800000 - Criminal Mental Health Court		
569011	Professional Services	5,000
585044	Criminal Mental Health Competency	(5,000)
4210100000 - County Court at Law No. 1		
521011	Supplies	(610)
588261	Education	610
4220100000 - County Criminal Court #1		
584011	Counsel Fees - Courts	14,500
4220200000 - County Criminal Court #2		
584011	Counsel Fees - Courts	10,000
4220300000 - County Criminal Court #3		
584011	Counsel Fees - Courts	16,000
4220400000 - County Criminal Court #4		
584011	Counsel Fees - Courts	10,000

SUBJECT:

FY 2025 APPROPRIATION ADJUSTMENTS

*** CONSENT ***

4220600000 - County Criminal Court #6

584011	Counsel Fees - Courts	15,000

4220900000 - County Criminal Court #9

584011	Counsel Fees - Courts	12,000

4480100000 - Justice of the Peace Precinct 8

521011	Supplies	(1,310)
588261	Education	1,310

4880100000 - Courts/Judiciary

584011	Counsel Fees - Courts	(323,015)

5210100000 - Human Services

572015	County Burials	160,000

62100-2025 COUNTY CLERK PROFESSIONAL LIABILITY FUND

4820101000 - County Clerk Admin

575031	Settlement in Lieu of Litigation	5,300
595055	Undesignated	(5,300)

T0400-2025 PUBLIC HEALTH FUND

5100011000 - Public Health

532011	Building Maintenance	50,000
595055	Undesignated	(50,000)

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 14
Department: Community Development	**Prepared By:** Wren Davis	**Approved By:** James McClinton

SUBJECT:

Bid No. 2025CD-002 - Consideration of Construction Contract between Tarrant County and JR West Texas Concrete for the City of Mansfield, Texas 49th Year Community Development Block Grant Project

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider approving a construction contract between Tarrant County and JR West Texas Concrete in the amount of $1,131,411.90 for paving improvements for 500-600 Elizabeth Lane in Mansfield, Texas.

BACKGROUND

On January 29, 2025, Tarrant County Community Development opened bids for a 49th Year Community Development Block Grant (CDBG) project consisting of paving improvements for 500-600 Elizabeth Lane in Mansfield, Texas. Ken-Do Contracting submitted the low bid in the amount of $1,101,143.90.

On June 3, 2025, the Commissioners Court, through Court Order #145329, awarded the contract to Ken-Do Contracting.

On July 23, 2025, the County terminated the contract with Ken-Do Contracting in accordance with contract provisions.

Following termination, the County offered to consider the contract with the second lowest bidder, who subsequently declined. The third low bidder, JR West Texas Concrete, agreed to accept the project at the original bid in the amount of $1,131,411.90.

Through this contract, with the Additive Alternate A, JR West Texas Concrete will complete all required work as specified in the proposal, of which the engineer's line-item summary is attached. Tarrant County will provide $248,923.00 in CDBG funds and the City of Mansfield will contribute $882,488.90.

The Criminal District Attorney's Office has approved this contract as to form.

FISCAL IMPACT

Funding in the amount of $248,923.00 is available through the Community Development Block Grant (CDBG) #B-23-48-0001. Upon approval of the claim for payment under this contract, funds will be drawn from the U.S. Treasury through the U.S. Department of Housing and Urban Development (HUD's) electronic transfer system to Tarrant County's bank account.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $248,923.00 - Community Development Block Grant (CDBG) #B-23-48-0001

County Auditor

Attachments

Backup Packet Mansfield 49th JR West Texas Concrete.pdf

STANDARD FORM OF AGREEMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This agreement is made and entered into this 14th day of August, 2025, by and between the TARRANT COUNTY (the "Owner"), acting by and through its duly authorized officer, and JR West Texas Concrete (the "Contractor").

1. In consideration of the payments and agreements mentioned below, the CONTRACTOR agrees with the OWNER to commence and complete the construction of certain improvements described as follows:

   Project number B-23-UW-48-0001-46-05, 500-600 Elizabeth Ln. Paving Improvements, Additive Alt. A

2. The work herein contemplated will consist of the Contractor furnishing, as an independent contractor, the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and all other accessories and services necessary to complete the Project in accordance to the drawings and specifications prepared by Teague, Nall & Perkins (Engineer), and made a part of this Agreement the same as if written herein, plus all extra work in connection with the improvements, at the CONTRACTOR'S own expense, as noted in the terms of both the General Conditions, Supplementary General Conditions and the Special Conditions of the Agreement.

3. The CONTRACTOR agrees to commence work within ten (10) days from the date agreed to and specified in the "Notice-to-Proceed," and to substantially complete the work within one hundred and twenty (120) calendar days after the date specified in the "Notice-to-Proceed" with construction, subject to such extensions of time as are provided in the contract conditions.

4. The Total Contract Price: The OWNER agrees to pay the CONTRACTOR the amount shown in the PROPOSAL, which forms a part of this Contract, with such payments subject to the General and Supplementary Conditions of the contract. Commissioners Court Communication, attached hereto as Exhibit B, states the funding amount available from all sources. The Owner will pay the Contractor for the performance of the work required by the Contract Documents, subject to additions and deductions mutually agreed to by Change Order, the Total Contract Price of $ 1,131,411.90.

5. Based upon applications for payment submitted to Tarrant County Community Development according to the Contract Documents.

6. To the extent permitted by Texas Law, the Contractor agrees to fully indemnify, save, and hold harmless the Owner from all costs or damages arising out of any real or asserted claim or cause of action against it of whatsoever kind or character and in addition, from any and all costs or damages arising out of any wrongs, injuries, demands or suits for damages, either real or asserted, claimed against it that may be occasioned by any act, omission, neglect or misconduct of the said Contractor, its agents, servants or employees. All venue for litigation regarding this project is in the State or Federal District Courts physically located in Tarrant County, Texas.

7. The CONTRACTOR acknowledges and agrees that in accordance with Section 2252.908 (b) – (c) of the Texas Government Code, it has fully, accurately, and completely disclosed all interested parties on the Texas Ethics Commission's Form 1295 attached as "Attachment A".

8. The CONTRACTOR verifies the acceptance and acknowledgement of the anti-boycott statutes as applicable by law and required by Chapters 2271, 2252, and 2274 Texas Government Code Verification as follows:

   (a) Boycott of Israel Prohibited. In compliance with Section 2271.001 et seq. of the Texas Government Code, Contractor verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.

   (b) Scrutinized Business Operations Prohibited. In compliance with Section 2252.151 et seq. of the Texas Government Code, Contractor warrants and represents that: (1) neither Contractor nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither Contractor nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither Contractor nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. Contractor further represents and warrants that neither Contractor nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

   (c) Boycott of Certain Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), Contractor verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "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).

   (d) 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), Contractor verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement 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.

9. CONTRACTOR must comply with the requirements of the Build America, Buy America (BABA) Act, as part of the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58 §§ 70901-52, Nov. 15, 2021, 41 USC § 8301 note), and all applicable rules and notices, as may be amended, if applicable to this infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

10. This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

    This contract shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Agreement will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in state court.

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

12. The Contract Documents consist of the following:

    - This Agreement,
    - Request for Bid 2025CD-002 Bid Documents including Notice to Bidders, Bidder Information and Certification Form, Non-Collusion Affidavit and Proposal
    - Performance Bond, Payment Bond, Maintenance Bond, Certificate of Insurance,
    - General Conditions of Agreement, Supplementary General Conditions

- Technical Specifications, Special Specifications, Special Material and/or Equipment Specifications, Special Conditions
- Federal Labor Standards, Hud-4010, Wage Determination, Employment, Training and Contracting Opportunities for Businesses and Lower Income Persons in Connection with Assisted Projects under Hud Section 3 of The Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) And 24 CFR 75, and all applicable rules and notices, as may be amended,
- and the drawings and blueprints as prepared by the Owner's Engineer
- Any exhibits attached hereto, conditions of the contract (special, supplementary, and other conditions), all addenda issued prior to the execution of this Agreement and all modifications issued subsequent hereto.

To the extent of an ambiguity among the various documents, this signed Agreement prevails. These documents collectively form the Contract, and all are as fully a part of the Contract as if attached hereto to this Agreement or repeated herein.

Both OWNER and CONTRACTOR agree to abide by all state and federal laws, statutes, and regulations applicable to the completion of the project described.

Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

COUNTY OF TARRANT
STATE OF TEXAS

BY: Separate Electronic Signature Page
Tim O'Hare
County Judge

JR West Texas Concrete
CONTRACTOR

Charles Howard Digitally signed by Charles Howard Date: 2025.08.14 12:11:41 -05'00'
(SIGNATURE)

Charles Howard/Project Manager
NAME AND TITLE

Approved as to Form:

Craig Price

Criminal District Attorney's Office*

*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.

Certification of Funds Available in the amount of: $_____

Kimberly M. Buchanan, CPA Date
Tarrant County Auditor

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2025-1350154

Date Filed:
08/14/2025

Date Acknowledged:

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

JR West Texas Concrete LLC
RICE, 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.

CITY OF MANSFIELD 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.

B-23-UW-48-0001-46-05
Elizabeth Ln. Paving Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Rodriguez, Juan	Rice, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is CHARLES HOWARD, and my date of birth is 06/30/1992

My address is 108 S Sherman St, RICE (city), TX (state), 75155 (zip code), USA (country)

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

Executed in NAVARRO County, State of TEXAS, on the 14TH day of AUGUST (month), 2025 (year)

Signature of authorized agent of contracting business entity
(Declarant)

BID DATE: January 29, 2025
BID TIME: 10:00 am
Paving Improvements Elizabeth Lane
Line Item Summary

1	Mobilization/Right-of-Way Preparation	LS	1
2	Unclassified Street Excavation (Incl. Roadway Pvmt.)	CY	650
3	Remove Existing Concrete Driveway	SY	577
4	Remove Existing Concrete Sidewalk	SY	330
5	Remove Existing ADA Ramps	EA	2
6	2" Type D HMAC	SY	3000
7	6" Type B HMAC	SY	3000
8	12" Lime Stabilization (2 ft Beyond B/C)	SY	3990
9	Hydrated Lime @ 72#/SY	TON	144
10	6" Concrete Curb & 18" Concrete Gutter	LF	2087
11	Concrete Valley Gutter	SY	53
12	6" Reinforced Concrete Driveway Approach and Transition	SY	675
13	6" Asphalt Driveway Transition	SY	13
14	Gravel Driveway Transition	SY	15
15	Temporary Crushed Stone Driving Surface	TON	200
16	4" Concrete Sidewalk and Lead Walk	SF	7750
17	Integral Sidewalk Curb (0" to 12" Height)	LF	300
18	Reinforced Concrete Steps	SF	72
19	ADA Curb Ramp	EA	2
20	Transition Mats (Scourstop, Ecotrans, or Appr. Equal)	SY	32
21	Parkway Restoration	SY	1450
22	Topsoil	SY	1450
23	Solid Block Sodding	SY	1450
24	Traffic Control	LS	1
25	Erosion Control & SWPPP	LS	1
26	Adjust Existing Gate Valve	EA	2
27	Relocate Existing Fire Hydrant (Incl. Valve)	EA	3
28	Relocate Existing Water Meter	EA	5
29	Adjust Existing Water Meter Box to Finished Grade	EA	21
30	Adjust Existing SSMH / Replace Cone	EA	3
31	Adjust Existing SSCO	EA	24
32	Furnish and Install "No Parking" Signs	EA	4
33	Furnish and Install Fold-down Safety Bollard	EA	1
34	Miscellaneous Paving Allowance	ALW	1
TOTAL BASE BID			
ADDITIVE ALTERNATE 'A'			
A-1	Remove and Replace Chain-link Fence	LF	190
A-2	Furnish and Install 12' Double-swing Chain-link Gate	EA	1
TOTAL ADDITIVE ALTERNATE 'A'			

TAKINGS IMPACT ASSESSMENT CHECKLIST

This form has been established to comply with the assessment requirements mandated by the Texas Private Real Property Preservation Act adopted under Chapter 2007, Texas Government Code

Project/Regulation Name: Mansfield 49th B-23-UC-48-0001-46-05

County Department: TARRANT COUNTY COMMUNITY DEVELOPMENT

Contact Person: WREN DAVIS
Phone Number for Contact Person: 817-850-7955

Type of TIA Performed: SHORT TIA or FULL TIA.
Select one after answering the questions in Section II below.

I. Stated Purpose

Attached to this checklist is an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

Yes ___ No X

2. Does the county action limit or restrict a real property right, even partially or temporarily?

Yes ___ No X

If you answer no to both, STOP HERE and select SHORT TIA at the top of the form. A No Impact Determination should be made, and no further compliance with the Property Rights Act is necessary.

If you answer yes to either question, go to Section III to complete FULL TIA. Note: Section II. of this Takings Impact Assessment should be completed in consultation with the Criminal District Attorney's Office.

TAKINGS IMPACT ASSESSMENT (TIA) EXPLANATION

Attached is the TIA Checklist as approved by the District Attorney's Office. Due to timeliness regulations governing CDBG programs, a completed Short TIA (No Impact Determination) checklist is being submitted to Commissioners Court for approval for this contract. Categorical Determinations that no private real property interests are affected by the proposed governmental action would obviate the need for any further compliance with the Property Rights Act. This project is located entirely within city-owned property (under a dedicated public street).

Section III Takings Impact Assessment Long Form

Consult DA for TIA Long Form Questions and Guidelines.

RESOLUTION NO. RE-4424-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING FUNDING FOR AN AMOUNT NOT TO EXCEED $1,313,773.27 FOR THE 49TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT; RECOMMENDING TARRANT COUNTY AWARD A CONSTRUCTION CONTRACT TO JR WEST TEXAS CONCRETE, LLC FOR THE ELIZABETH LANE PAVING AND SIDEWALK IMPROVEMENTS IN THE AMOUNT OF $1,131,411.90 WITH THE CITY'S CONTRIBUTION BEING $882,488.90; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (STREET BOND FUND AND 49TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT)

WHEREAS, the City of Mansfield (City) is a home rule municipality operating under and governed by the laws and Constitution of the State of Texas; and,

WHEREAS, the County of Tarrant has publicly advertised and requested competitive bids for the construction of Elizabeth Lane; and,

WHEREAS, on April 14, 2025, City Council approved Resolution No. RE-4344-25 recommending Tarrant County to award a contract for the construction of the FY 2023 Community Development Block Grant Project Elizabeth Lane Paving and Sidewalk Improvements to Ken-Do Contracting, L.P.; and,

WHEREAS, on July 24, 2025 the contract between Tarrant County and Ken-Do Contracting, L.P. was terminated due to a default by the contractor; and,

WHEREAS, there were a total of five bids received, opened and publicly read aloud on January 29, 2025 at the offices of Tarrant County for this project; and,

WHEREAS, because the second low bidder declined to assume the offer at their original bid and the default on the contract by Ken-Do Contracting, the City is recommending Tarrant County enter into a contract with JR West Texas Concrete, LLC, the third low bidder, in the amount of One Million One Hundred Thirty-One Thousand Four Hundred Eleven and 90/100 Dollars ($1,131,411.90); and

WHEREAS, the expenditure of Two Hundred Forty-Eight Thousand Nine Hundred Twenty-Three and no/100 Dollars ($248,923.00) of the funds stated herein will be secured from the FY 2023 Community Development Block Grant with the excess expenditures for the project to be secured from the Street Bond Fund; and,

WHEREAS, it is recognized that it is in the best interest of the citizens of the City of Mansfield that the construction provided for herein be started at the earliest possible date to ensure necessary service and delivery; and,

WHEREAS, funding for this contract is available from the Street Bond Fund and the 2023 Community Development Block Grant.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THAT:

SECTION 1.

The findings and recitations set out in the preamble are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2.

The City Council of the City of Mansfield recommends Tarrant County award the construction contract for the Community Development Block Grant (CDBG) Elizabeth Lane Paving and Sidewalk Improvements to JR West Texas Concrete, LLC in an amount of One Million One Hundred Thirty-One Thousand Four Hundred Eleven and 90/100 Dollars ($1,131,411.90) with the City's contribution being approved in the amount of Eight Hundred Eighty-Two Thousand Four Hundred Eighty-Eight and 90/100 Dollars ($882,488.90).

SECTION 3.

Authorizing funding for the construction of the project in the amount of Eight Hundred Eighty-Two Thousand Four Hundred Eighty-Eight and 90/100 Dollars ($882,488.90) from the Street Bond Fund and Two Hundred Forty-Eight Thousand Nine Hundred Twenty-Three and no/100 ($248,923.00) from the Tarrant County FY 2023 Community Development Block Grant.

SECTION 4.

Additional funding in the amount of Eighty-Eight Thousand Two Hundred Forty-Eight and 90/100 Dollars ($88,248.90) for contingency of the construction is hereby approved.

SECTION 5.

A Professional Services Contract with Brittain and Crawford Associates, Inc. in an amount not to exceed Twenty-Four Thousand Seven Hundred Fifty and no/100 Dollars ($24,750.00) for the construction staking of Elizabeth Lane is hereby approved.

SECTION 6.

A Professional Services Contract with Raba Kistner Associates, Inc. in an amount not to exceed Sixty-Nine Thousand Three Hundred Sixty-Two and 48/100 Dollars ($69,362.48) for the material testing of Elizabeth Lane is hereby approved.

SECTION 7.

It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public and that the public notice of the time, place and purpose of said meeting was given as required by law.

SECTION 8.

This Resolution shall be effective from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS 25TH DAY OF AUGUST, 2025.

CITY OF MANSFIELD SEAL MANSFIELD, TEXAS

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 14
Department: Community Development	**Prepared By:** Wren Davis	**Approved By:** James McClinton

SUBJECT:

Bid No. 2025CD-011 Consideration of Construction Contract between Tarrant County and Douglas Dailey Construction LLC for the City of Euless, Texas 50th Year Community Development Block Grant Project

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider approving a construction contract between Tarrant County and Douglas Dailey Construction LLC in the amount of $554,900.00 for wastewater improvements for Kensinger Court in Euless, Texas.

BACKGROUND

On June 11, 2025, Tarrant County Community Development opened bids for a 50th Year Community Development Block Grant (CDBG) project consisting of wastewater improvements for Kensinger Court in Euless, Texas. Douglas Dailey Construction LLC submitted the low bid in the amount of $554,900.00.

Through this contract, Douglas Dailey Construction LLC will complete all required work as specified in the proposal, of which the engineer's line-item summary is attached. Tarrant County will provide $552,162.49 in CDBG funds and the City of Euless will contribute $2,737.51.

The Criminal District Attorney's Office has approved this contract as to form.

FISCAL IMPACT

Funding in the amount of $552,162.49 is available through the Community Development Block Grant (CDBG) #B-24-48-0001. Upon approval of the claim for payment under this contract, funds will be drawn from the U.S. Treasury through the U.S. Department of Housing and Urban Development (HUD's) electronic transfer system to Tarrant County's bank account.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF H0042-2027 - $552,162.49 City of Euless - $2737.51 - JCM

County Auditor

Attachments

Commissioners Court Packet - Euless 50th Douglas Dailey.pdf

STANDARD FORM OF AGREEMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This agreement is made and entered into this 20th day of August, 2025, by and between the TARRANT COUNTY (the "Owner"), acting by and through its duly authorized officer, and Douglas Daily Construction LLC (the "Contractor").

1. In consideration of the payments and agreements mentioned below, the CONTRACTOR agrees with the OWNER to commence and complete the construction of certain improvements described as follows:
Project number B-24-UW-48-0001-22-50 Euless Kensinger Court Wastewater Project

2. The work herein contemplated will consist of the Contractor furnishing, as an independent contractor, the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and all other accessories and services necessary to complete the Project in accordance to the drawings and specifications prepared by Parkhill (Engineer), and made a part of this Agreement the same as if written herein, plus all extra work in connection with the improvements, at the CONTRACTOR'S own expense, as noted in the terms of both the General Conditions, Supplementary General Conditions and the Special Conditions of the Agreement.

3. The CONTRACTOR agrees to commence work within ten (10) days from the date agreed to and specified in the "Notice-to-Proceed," and to substantially complete the work within one hundred and twenty (120) calendar days after the date specified in the "Notice-to-Proceed" with construction, subject to such extensions of time as are provided in the contract conditions.

4. The Total Contract Price: The OWNER agrees to pay the CONTRACTOR the amount shown in the PROPOSAL, which forms a part of this Contract, with such payments subject to the General and Supplementary Conditions of the contract. Commissioners Court Communication, attached hereto as Exhibit B, states the funding amount available from all sources. The Owner will pay the Contractor for the performance of the work required by the Contract Documents, subject to additions and deductions mutually agreed to by Change Order, the Total Contract Price of $554,900.00.

5. Based upon applications for payment submitted to Tarrant County Community Development according to the Contract Documents.

6. To the extent permitted by Texas Law, the Contractor agrees to fully indemnify, save, and hold harmless the Owner from all costs or damages arising out of any real or asserted claim or cause of action against it of whatsoever kind or character and in addition, from any and all costs or damages arising out of any wrongs, injuries, demands or suits for damages, either real or asserted, claimed against it that may be occasioned by any act, omission, neglect or misconduct of the said Contractor, its agents, servants or employees. All venue for litigation regarding this project is in the State or Federal District Courts physically located in Tarrant County, Texas.

7. The CONTRACTOR acknowledges and agrees that in accordance with Section 2252.908 (b)–(c) of the Texas Government Code, it has fully, accurately, and completely disclosed all interested parties on the Texas Ethics Commission's Form 1295 attached as "Attachment A".

8. The CONTRACTOR verifies the acceptance and acknowledgement of the anti-boycott statutes as applicable by law and required by Chapters 2271, 2252, and 2274 Texas Government Code Verification as follows:

   (a) Boycott of Israel Prohibited. In compliance with Section 2271.001 et seq. of the Texas Government Code, Contractor verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.

   (b) Scrutinized Business Operations Prohibited. In compliance with Section 2252.151 et seq. of the Texas Government Code, Contractor warrants and represents that: (1) neither Contractor nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither Contractor nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither Contractor nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. Contractor further represents and warrants that neither Contractor nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

   (c) Boycott of Certain Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), Contractor verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "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).

   (d) 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), Contractor verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement 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.

9. CONTRACTOR must comply with the requirements of the Build America, Buy America (BABA) Act, as part of the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58 §§ 70901-52, Nov. 15, 2021, 41 USC § 8301 note), and all applicable rules and notices, as may be amended, if applicable to this infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

10. This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

    This contract shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Agreement will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in state court.

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

12. The Contract Documents consist of the following:

    - This Agreement,
    - Request for Bid 2025CD-011 Bid Documents including Notice to Bidders, Bidder Information and Certification Form, Non-Collusion Affidavit and Proposal
    - Performance Bond, Payment Bond, Maintenance Bond, Certificate of Insurance,
    - General Conditions of Agreement, Supplementary General Conditions

- Technical Specifications, Special Specifications, Special Material and/or Equipment Specifications, Special Conditions
- Federal Labor Standards, Hud-4010, Wage Determination, Employment, Training and Contracting Opportunities for Businesses and Lower Income Persons in Connection with Assisted Projects under Hud Section 3 of The Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) And 24 CFR 75, and all applicable rules and notices, as may be amended,
- and the drawings and blueprints as prepared by the Owner's Engineer
- Any exhibits attached hereto, conditions of the contract (special, supplementary, and other conditions), all addenda issued prior to the execution of this Agreement and all modifications issued subsequent hereto.

To the extent of an ambiguity among the various documents, this signed Agreement prevails. These documents collectively form the Contract, and all are as fully a part of the Contract as if attached hereto to this Agreement or repeated herein.

Both OWNER and CONTRACTOR agree to abide by all state and federal laws, statutes, and regulations applicable to the completion of the project described.

Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

COUNTY OF TARRANT
STATE OF TEXAS

BY: Separate Electronic Signature Page
Tim O'Hare
County Judge

Douglas Daily Construction LLC
CONTRACTOR

Douglas Daily
(SIGNATURE)

Douglas Daley/OWNER
NAME AND TITLE

Approved as to Form:

_____

Criminal District Attorney's Office*

*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.

Certification of Funds Available in the amount of: $_____

_____

Kimberly M. Buchanan, CPA Date
Tarrant County Auditor

Item No.	Description	Quantity	Unit
1	replacing 6-inch VCT or concrete sanitary pipe with 6-inch high density polyethylene pipe (HDPE) (DR-17)	1,830	LF
2	replacing 8-inch VCT or concrete sanitary pipe with 8-inch high density polyethylene pipe (HDPE) (DR-17)	545	LF
3	replacing 10-inch VCT or concrete sanitary pipe with 10-inch high density polyethylene pipe (HDPE) (DR-17)	35	LF
4	For removing and disposing existing cleanout, or 4' diameter or 5' diameter manhole, standard or drop, and disposing all material and debris, including ring and cover off the project site	8	EA
5	Furnish and Install 4-foot diameter R/C standard manhole (0' to 6' deep), including flow fill sections	6	EA
6	Furnish and Install 5-foot diameter R/C standard manhole (0' to 6' deep), including flow fill sections	3	EA
7	Furnish and Install extra vertical feet of 4-foot diameter R/C standard manhole in excess of 6' deep.	20	VF
8	Furnish and Install extra vertical feet of 5-foot diameter R/C standard manhole in excess of 6' deep.	10	VF
9	Furnish and Install Standard lateral service reinstatement (6' to 12' depth)	52	EA
10	Furnish and Install extra 4-inch PVC lateral service line in excess of 8-feet from the 4-inch lateral cleanout	780	LF
11	For pre-construction cleaning and CCTV Inspection of existing 6-inch and 8-inch VCT/Concrete/PVC sewer lines to locate existing services, low points of grade, and line termination, including furnishing copies of the video inspection and written log to the Owner	2,400	LF
12	For post-construction cleaning and CCTV Inspection of 8-inch HDPE sewer lines to locate services, low points of grade, and line termination, including furnishing copies of the video inspection and written log to the Owner	2,400	LF
13	Provide Pre-existing condition video of entire project area/alignment for above-ground original conditions	2,400	LF
14	Furnish and Install topsoil for backfill and top dressing of disturbed sodded areas	1	LS
15	Furnish and Install Bermuda grass block sod or St. Augustine block sod	1	LS
16	Furnish and Install hulled Bermuda seed hydromulch, (green dyed)	1	LS
17	Manhole testing (vacuum) and air testing of mains,	1	LS
18	Incidental irrigation repair as necessary to restore to original condition if impacted during construction/installation	1	LS
19	Furnish and Install Type "F" Pavement Patch	400	SY
20	Remove and Replace 6" x 24" or 6" x 30" R/C curb and gutter	150	LF
21	Remove and Replace 4-inch thick R/C sidewalk as necessary for construction	55	SY
22	Expose & Spot dig existing utilities and open cut underneath existing utility line	1	LS
23	By-pass pumping as required for sewer replacement/installation	1	LS
24	Furnish and Install extra sand embedment	40	CY
25	Furnish and Install extra gravel embedment	100	CY
26	Furnish and Install concrete encasement	35	CY
27	Allowance for point repair of existing sanitary sewer line	240	LF
28	Allowance for utility relocation and repair	1	LS
29	Furnish, Install and maintain SWPPP and all items required	1	LS
30	Furnish and Install trench excavation safety systems for sanitary sewer line improvements, including preparation and processing of a site specific trench safety plan	1	LS
31	Furnish and Install and Maintain barricades and traffic control devices	1	LS
32	Furnish and Install and Maintain project signs	2	EA
	TOTAL		

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2025-1353702

Date Filed:
08/22/2025

Date Acknowledged:
8/27/25

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Douglas Dailey Construction LLC
Ferris, 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 Community Development

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.**
B-24-UW-48-0001-22-50
Furnishing for labor and materials for the replacement of the wastewater line in Kensinger Court

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.** [X]

6 **UNSWORN DECLARATION**

My name is Douglas Dailey, and my date of birth is 10/30/1955.

My address is 2005 Bluff Springs RD, Ferris (city), TX (state), 75125 (zip code), U.S. (country).

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

Executed in Ellis County, State of Texas, on the 22 day of August (month), 2025 (year).

Douglas Dailey
Signature of authorized agent of contracting business entity
(Declarant)

THE CITY OF EULESS

THE STATE OF TEXAS

COUNTY OF TARRANT

CERTIFICATION OF ACTION

I, KIM SUTTER, City Secretary for the City of Euless, Euless, Tarrant County, Texas, in the performance of the functions of my office, do hereby certify the action of the Euless City Council listed below:

The following members of the Euless City Council were present at a meeting held on August 12, 2025.

Linda Martin, Mayor	Eddie Price, Council Member
Tim Stinneford, Mayor Pro Tem	Perry Bynum, Council Member
Jeremy Tompkins, Council Member	Tika Paudel, Council Member

Whereby, a motion was made by Mayor Martin to approve Resolution No. 25-1677, awarding a construction contract for the 50th Year Community Development Block Grant (CDBG) Project to Douglas Dailey Construction, LLC, 2005 Bluff Springs Road, Ferris, Texas, for the replacement of approximately 2,410 linear feet of sanitary sewer main along Fair Oaks Boulevard from Lone Oak Circle to Ash Lane, 302 through 413 Shelmar Drive, and Kensinger Court. The estimated expenditure is $554,900 with an authorized contingency in the amount of $27,745.

Council Member Tompkins seconded the motion.

Ayes: Mayor Martin, Mayor Pro Tem Stinneford, Council Members Tompkins, Price, Bynum, and Paudel

Nays: None

Mayor Martin declared the motion carried.

WITNESS MY HAND AND SEAL OF THE CITY OF EULESS, TEXAS, on this 13th day of August 2025.

Kim Sutter

Kim Sutter, TRMC, CMC
City Secretary, Chief Governance Officer

CITY OF EULESS TEXAS TARRANT COUNTY

201 N. Ector Drive, Euless, Texas 76039-3595
817/685-1400 • Metro 817/267-4403 • Fax 817/685-1416
www.eulesstx.gov

RESOLUTION NO. 25-1677

A RESOLUTION RECOMMENDING AWARD OF A CONTRACT FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. B24-UC-48-0001-22-50 TO DOUGLAS DAILEY CONSTRUCTION, LLC. LOCATED IN FERRIS, TEXAS, IN THE AMOUNT OF $582,645.00 FOR THE REPLACEMENT OF SANITARY SEWER MAIN ALONG FAIR OAKS BOULEVARD FROM LONE OAK CIRCLE TO ASH LANE, 302 THROUGH 413 SHELMAR DRIVE, AND KENSINGER COURT.

WHEREAS, the City Council of the City of Euless, Texas, does hereby recommend the award of contract for CDBG Project No. B24-UC-48-0001-22-50 to Douglas Dailey Construction, LLC. located in Ferris, Texas, in the amount of $554,900.00 for the replacement of the sanitary sewer main along Fair Oaks Boulevard from Lone Oak Circle to Ash Lane, 302 through 413 Shelmar Drive, and Kensinger Court; and

WHEREAS, CDBG Project No. B24-UC-48-0001-22-50 consists of the replacement of approximately 2,410 linear feet of sanitary sewer main along Fair Oaks Boulevard from Lone Oak Circle to Ash Lane, 302 through 413 Shelmar Drive, and Kensinger Court using trenchless technology and open trench methods; and

WHEREAS, the City Council recommends including the authorization for the City of Euless staff and Tarrant County to issue change order(s) totaling an amount not to exceed five (5%) of the base contract amount ($27,745.00) without requiring formal action by the City Council; and

WHEREAS, the construction funds available through Tarrant County for this project are $552,162.49; and

WHEREAS, the application process requires that the following statement be included:

The City recommends Tarrant County award the bid to Douglas Daily Construction, LLC. for $554,900.00 and will pay $2,737.51 toward construction. The City also approves a contingency for any costs above this amount up to $27,745.00.

WHEREAS, Staff has reviewed the bid tabulation and based on supporting documentation from Parkhill, Inc. (**Exhibit A**), recommends that Tarrant County award the contract to the low bidder, Douglas Dailey Construction, LLC located in Ferris, Texas.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EULESS, TEXAS, THAT:

SECTION 1.

The City of Euless, Texas, City Council recommends award of a contract to Douglas Dailey Construction, LLC located in Ferris, Texas for the replacement of the sanitary sewer main along Fair Oaks Boulevard from Lone Oak Circle to Ash Lane, 302 through 413 Shelmar Drive, and Kensinger Court in the amount of $582,645.00 of which Tarrant County Community Development will pay $552,162.49. The remaining $30,482.51 will be paid for by the City of Euless.

SECTION 2.

This Resolution shall take effect immediately from and after its passage in accordance with the Charter of the City of Euless and upon publication, and it is accordingly so resolved.

APPROVED AND ADOPTED at a regular meeting of the Euless City Council on August 12, 2025, by a vote of 6 ayes, 0 nays, and 0 abstentions.

APPROVED:

Linda Martin, Mayor

ATTEST:

Kim Sutter, TRMC, CMC
City Secretary/Chief Governance Officer

TAKINGS IMPACT ASSESSMENT CHECKLIST

This form has been established to comply with the assessment requirements mandated by the Texas Private Real Property Preservation Act adopted under Chapter 2007, Texas Government Code

Project/Regulation Name: Euless 50th B-24-UC-48-0001-22-50

County Department: TARRANT COUNTY COMMUNITY DEVELOPMENT

Contact Person: WREN DAVIS
Phone Number for Contact Person: 817-850-7955

Type of TIA Performed: SHORT TIA or FULL TIA.
Select one after answering the questions in Section II below.

I. Stated Purpose

Attached to this checklist is an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

Yes ___ No X

2. Does the county action limit or restrict a real property right, even partially or temporarily?

Yes ___ No X

If you answer no to both, STOP HERE and select SHORT TIA at the top of the form. A No Impact Determination should be made, and no further compliance with the Property Rights Act is necessary.

If you answer yes to either question, go to Section III to complete FULL TIA. Note: Section II. of this Takings Impact Assessment should be completed in consultation with the Criminal District Attorney's Office.

Section III Takings Impact Assessment Long Form

Consult DA for TIA Long Form Questions and Guidelines.

SAM.GOV

Exclusion Search Results 0 Total Results

Filter by:

Keyword (ALL)	Status	Excluded Individual
"Douglas Dailey" "Douglas Dailey Construction"	Active	Douglas Dailey,

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 11
Department:	**Prepared By:** Wren Davis	**Approved By:** James McClinton

SUBJECT:

Bid No. 2025CD-12 - Consideration of Construction Contract between Tarrant County and EGW Services for the City of Azle, Texas 50th Year Community Development Block Grant Project

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider approving a construction contract between Tarrant County and EGW Services in the amount of $161,200.00 for water line improvements on Polly Avenue in Azle, Texas.

BACKGROUND

On June 25, 2025, Tarrant County Community Development opened bids for a 50th Year Community Development Block Grant (CDBG) project consisting of water line improvements on Polly Avenue in Azle Texas. EGW Services submitted the low bid in the amount of $161,200.00.

Through this contract, EGW Services will complete all required work as specified in the proposal, of which the engineer's line-item summary is attached. Tarrant County will provide $144,163.00 in CDBG funds and the City of Azle will contribute $17,037.00.

The Criminal District Attorney's Office has approved this contract as to form.

FISCAL IMPACT

Funding in the amount of $144,163.00 is available through the Community Development Block Grant (CDBG) #B-24-UC-48-0001. Upon approval of the claim for payment under this contract, funds will be drawn from the U.S. Treasury through the U.S. Department of Housing and Urban Development's (HUD's) electron transfer system to Tarrant County's bank account.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page

County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____
Auditor

Attachments

Commissioners Court Packet - Azle 50th EGW Services.pdf

STANDARD FORM OF AGREEMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This agreement is made and entered into this 29th day of July, 2025, by and between the TARRANT COUNTY (the "Owner"), acting by and through its duly authorized officer, and EGW Services (the "Contractor").

1. In consideration of the payments and agreements mentioned below, the CONTRACTOR agrees with the OWNER to commence and complete the construction of certain improvements described as follows:

   50th Year Waterline improvements in Azle, Polly Avenue per project #B-24-UC-48-0001-11-15

2. The work herein contemplated will consist of the Contractor furnishing, as an independent contractor, the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and all other accessories and services necessary to complete the Project in accordance to the drawings and specifications prepared by Jacob & Martin LLC (Engineer), and made a part of this Agreement the same as if written herein, plus all extra work in connection with the improvements, at the CONTRACTOR'S own expense, as noted in the terms of both the General Conditions, Supplementary General Conditions and the Special Conditions of the Agreement.

3. The CONTRACTOR agrees to commence work within ten (10) days from the date agreed to and specified in the "Notice-to-Proceed," and to substantially complete the work within ninety (90) calendar days after the date specified in the "Notice-to-Proceed" with construction, subject to such extensions of time as are provided in the contract conditions.

4. The Total Contract Price: The OWNER agrees to pay the CONTRACTOR the amount shown in the PROPOSAL, which forms a part of this Contract, with such payments subject to the General and Supplementary Conditions of the contract. Commissioners Court Communication, attached hereto as Exhibit B, states the funding amount available from all sources. The Owner will pay the Contractor for the performance of the work required by the Contract Documents, subject to additions and deductions mutually agreed to by Change Order, the Total Contract Price of $ 161,200.00.

5. Based upon applications for payment submitted to Tarrant County Community Development according to the Contract Documents.

6. To the extent permitted by Texas Law, the Contractor agrees to fully indemnify, save, and hold harmless the Owner from all costs or damages arising out of any real or asserted claim or cause of action against it of whatsoever kind or character and in addition, from any and all costs or damages arising out of any wrongs, injuries, demands or suits for damages, either real or asserted, claimed against it that may be occasioned by any act, omission, neglect or misconduct of the said Contractor, its agents, servants or employees. All venue for litigation regarding this project is in the State or Federal District Courts physically located in Tarrant County, Texas.

7. The CONTRACTOR acknowledges and agrees that in accordance with Section 2252.908 (b) – (c) of the Texas Government Code, it has fully, accurately, and completely disclosed all interested parties on the Texas Ethics Commission's Form 1295 attached as "Attachment A".

8. The CONTRACTOR verifies the acceptance and acknowledgement of the anti-boycott statutes as applicable by law and required by Chapters 2271, 2252, and 2274 Texas Government Code Verification as follows:

   (a) Boycott of Israel Prohibited. In compliance with Section 2271.001 et seq. of the Texas Government Code, Contractor verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.

   (b) Scrutinized Business Operations Prohibited. In compliance with Section 2252.151 et seq. of the Texas Government Code, Contractor warrants and represents that: (1) neither Contractor nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither Contractor nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither Contractor nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. Contractor further represents and warrants that neither Contractor nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

   (c) Boycott of Certain Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), Contractor verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "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).

   (d) 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), Contractor verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement 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.

9. CONTRACTOR must comply with the requirements of the Build America, Buy America (BABA) Act, as part of the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58 §§ 70901-52, Nov. 15, 2021, 41 USC § 8301 note), and all applicable rules and notices, as may be amended, if applicable to this infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

10. This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

    This contract shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Agreement will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in state court.

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

12. The Contract Documents consist of the following:

    - This Agreement,
    - Request for Bid 2025CD-12 Bid Documents including Notice to Bidders, Bidder Information and Certification Form, Non-Collusion Affidavit and Proposal
    - Performance Bond, Payment Bond, Maintenance Bond, Certificate of Insurance,
    - General Conditions of Agreement, Supplementary General Conditions

- Technical Specifications, Special Specifications, Special Material and/or Equipment Specifications, Special Conditions
- Federal Labor Standards, Hud-4010, Wage Determination, Employment, Training and Contracting Opportunities for Businesses and Lower Income Persons in Connection with Assisted Projects under Hud Section 3 of The Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) And 24 CFR 75, and all applicable rules and notices, as may be amended,
- and the drawings and blueprints as prepared by the Owner's Engineer
- Any exhibits attached hereto, conditions of the contract (special, supplementary, and other conditions), all addenda issued prior to the execution of this Agreement and all modifications issued subsequent hereto.

To the extent of an ambiguity among the various documents, this signed Agreement prevails. These documents collectively form the Contract, and all are as fully a part of the Contract as if attached hereto to this Agreement or repeated herein.

Both OWNER and CONTRACTOR agree to abide by all state and federal laws, statutes, and regulations applicable to the completion of the project described.

Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

COUNTY OF TARRANT
STATE OF TEXAS

BY: Separate Electronic Signature Page
Tim O'Hare
County Judge

EGW Services
CONTRACTOR
Eric Wickliffe
(SIGNATURE)
Eric Wickliffe, President
NAME AND TITLE

Approved as to Form:

Craig Price

Criminal District Attorney's Office*

*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.

Certification of Funds Available in the amount of: $_____

Kimberly M. Buchanan, CPA Date
Tarrant County Auditor

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2025-1328054

Date Filed:
06/23/2025

Date Acknowledged:
7/29/25

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
E.G.W. Services
Midlothian, 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.
City of Azle, 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.
B-24-UC-48-0001-11-15
Polly Ave Waterline Upgrades

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. [X]

6 UNSWORN DECLARATION

My name is Eric Wickliffe, and my date of birth is 01/21/1987.

My address is 125 N 8th street (street), Midlothian (city), TX (state), 76065 (zip code), US (country).

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

Executed in Ellis County, State of Texas, on the 25 day of June (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

City of Azle
Polly Ave Waterline Upgrades Bid
Date: 6/26/25
JM Project Number: 24274
UCEPWP Project No: 24274
Bid Tabulation
Engineer: Jacob & Martin, LLC
Weatherford, Texas

Weatherford, Texas

For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the Following:

Item #	Item Description	Quantity	Unit
1	Mobilization, Bonds and Insurance	1	LS
2	6" PVC Waterline	1010	LF
3	Tie-in to Existing Fire Hydrant	2	EA
4	New Fire Hydrant Assembly	1	EA
5	Existing Service Connection	7	EA
6	Install New 2" Service Line and 5/8" x 3/4" Water Meter	5	EA
7	Temporary Mailbox Relocation	3	LS
8	Miscellaneous Project Allowance	1	LS
	TOTAL BASE BID (Items 1 - 8)		

August 19, 2025

Attn: Wren Davis
Community Development Program Manager
Tarrant County | Community Development
817-850-7955
wrdavis@tarrantcountytx.gov

Re: City of Azle 50th year CDBG

Dear Wren,

The City has reviewed the 50th year CDBG bids and the City recommends Tarrant County award the bid to EGW Services for $161,200.00 and agrees to pay $17,037.00

CDBG funds: $160,000 – Engineering $15,837 = $144,163
EGW bid: $161,200
City's share: $17,037

The City will also pay for any other overages or change orders for this project.

Sincerely

Tom Muir
City Manager
817-444-2541

RESOLUTION NO. 2025-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AZLE AUTHORZING THE TARRANT COUNTY COMMISSIONER'S COURT TO AWARD THE BID FOR THE POLLY AVENUE WATERLINE REPLACEMENT PROJECT (CDBG 50TH YEAR) TO EGW SERVICES, LLC

WHEREAS, the City of Azle, Texas currently participates in the Community Development Block Grant (CDBG) funding program through the Tarrant County Commissioner's Court; and

WHEREAS, the 2025 CDBG funding in the amount of $160,000 has been allocated for the purpose of replacing the 2-inch Polly Avenue waterline with a 6-inch PVC line to include new services, fire hydrants and valves; and

WHEREAS, the low bid for constructing this project was submitted by EGW Services, LLC, in the amount of $161,200.00; and

WHEREAS, the City of Azle agrees to accept the project costs which are within the amount of available CDBG funding; and

WHEREAS, the City of Azle authorizes the City Manager to approve and execute change orders not to exceed a total of 25% as allowed by State Statues.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AZLE, TEXAS that the City of Azle hereby authorizes the Tarrant County Commissioner's Court to award the construction bid for the Polly Avenue Waterline Replacement Project to EGW Services, LLC in the amount of $161,200.00;

PASSED AND APPROVED on this the 15 day of July, 2025.

Randa Goode, Mayor

ATTEST:

Yael Hoffman, City Secretary

City Seal

TAKINGS IMPACT ASSESSMENT (TIA) EXPLANATION

Attached is the TIA Checklist as approved by the District Attorney's Office. Due to timeliness regulations governing CDBG programs, a completed Short TIA (No Impact Determination) checklist is being submitted to Commissioners Court for approval for this contract. Categorical Determinations that no private real property interests are affected by the proposed governmental action would obviate the need for any further compliance with the Property Rights Act. This project is located entirely within city-owned property (under a dedicated public street).

TAKINGS IMPACT ASSESSMENT CHECKLIST

This form has been established to comply with the assessment requirements mandated by the Texas Private Real Property Preservation Act adopted under Chapter 2007, Texas Government Code

Project/Regulation Name: Azle 50th B-24-UC-48-0001-11-15

County Department: TARRANT COUNTY COMMUNITY DEVELOPMENT

Contact Person: WREN DAVIS
Phone Number for Contact Person: 817-850-7955

Type of TIA Performed: SHORT TIA or FULL TIA.
Select one after answering the questions in Section II below.

I. Stated Purpose

Attached to this checklist is an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

Yes ___ No X

2. Does the county action limit or restrict a real property right, even partially or temporarily?

Yes ___ No X

If you answer no to both, STOP HERE and select SHORT TIA at the top of the form. A No Impact Determination should be made, and no further compliance with the Property Rights Act is necessary.

If you answer yes to either question, go to Section III to complete FULL TIA. Note: Section II. of this Takings Impact Assessment should be completed in consultation with the Criminal District Attorney's Office.

Section III Takings Impact Assessment Long Form

Consult DA for TIA Long Form Questions and Guidelines.

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 14
Department: Community Development	**Prepared By:** Wren Davis	**Approved By:** James McClinton

SUBJECT:

Bid No. 2025CD-13 Consideration of Construction Contract between Tarrant County and Pipe Crew LLC for the City of Everman, Texas 50th Year Community Development Block Grant Project

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider approving a construction contract between Tarrant County and Pipe Crew LLC in the amount of $164,496.00 for water improvements for Marlene Drive in Everman, Texas.

BACKGROUND

On July 9, 2025, Tarrant County Community Development opened bids for a 50th Year Community Development Block Grant (CDBG) project consisting of water improvements for Marlene Drive in Everman, Texas. Due to capacity concerns with the lowest bidder, the second lowest bidder was recommended by the engineer for award. Pipe Crew LLC submitted the second lowest bid in the amount of $164,496.00.

Through this contract, Pipe Crew LLC will complete all required work as specified in the proposal, of which the engineer's line-item summary is attached. Tarrant County will provide $163,001.00 in CDBG funds and the City of Everman will contribute $1,495.00.

The Criminal District Attorney's Office has approved this contract as to form.

FISCAL IMPACT

Funding in the amount of $163,001.00 is available through the Community Development Block Grant (CDBG) #B-24-48-0001. Upon approval of the claim for payment under this contract, funds will be drawn from the U.S. Treasury through the U.S. Department of Housing and Urban Development (HUD's) electronic transfer system to Tarrant County's bank account.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

County Auditor

Attachments

Court Packet Everman 50th Pipe Crew.pdf

STANDARD FORM OF AGREEMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This agreement is made and entered into this 27th day of August, 2025, by and between the TARRANT COUNTY (the "Owner"), acting by and through its duly authorized officer, and Pipe Crew LLC (the "Contractor").

1. In consideration of the payments and agreements mentioned below, the CONTRACTOR agrees with the OWNER to commence and complete the construction of certain improvements described as follows:

   Project number B-24-UC-48-0001-24-55, Marline Drive Paving Improvements,

2. The work herein contemplated will consist of the Contractor furnishing, as an independent contractor, the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and all other accessories and services necessary to complete the Project in accordance to the drawings and specifications prepared by Teague, Nall & Perkins (Engineer), and made a part of this Agreement the same as if written herein, plus all extra work in connection with the improvements, at the CONTRACTOR'S own expense, as noted in the terms of both the General Conditions, Supplementary General Conditions and the Special Conditions of the Agreement.

3. The CONTRACTOR agrees to commence work within ten (10) days from the date agreed to and specified in the "Notice-to-Proceed," and to substantially complete the work within ninety (90) calendar days after the date specified in the "Notice-to-Proceed" with construction, subject to such extensions of time as are provided in the contract conditions.

4. The Total Contract Price: The OWNER agrees to pay the CONTRACTOR the amount shown in the PROPOSAL, which forms a part of this Contract, with such payments subject to the General and Supplementary Conditions of the contract. Commissioners Court Communication, attached hereto as Exhibit B, states the funding amount available from all sources. The Owner will pay the Contractor for the performance of the work required by the Contract Documents, subject to additions and deductions mutually agreed to by Change Order, the Total Contract Price of $ 164,496.00.

5. Based upon applications for payment submitted to Tarrant County Community Development according to the Contract Documents.

6. To the extent permitted by Texas Law, the Contractor agrees to fully indemnify, save, and hold harmless the Owner from all costs or damages arising out of any real or asserted claim or cause of action against it of whatsoever kind or character and in addition, from any and all costs or damages arising out of any wrongs, injuries, demands or suits for damages, either real or asserted, claimed against it that may be occasioned by any act, omission, neglect or misconduct of the said Contractor, its agents, servants or employees. All venue for litigation regarding this project is in the State or Federal District Courts physically located in Tarrant County, Texas.

7. The CONTRACTOR acknowledges and agrees that in accordance with Section 2252.908 (b) – (c) of the Texas Government Code, it has fully, accurately, and completely disclosed all interested parties on the Texas Ethics Commission's Form 1295 attached as "Attachment A".

8. The CONTRACTOR verifies the acceptance and acknowledgement of the anti-boycott statutes as applicable by law and required by Chapters 2271, 2252, and 2274 Texas Government Code Verification as follows:

   (a) Boycott of Israel Prohibited. In compliance with Section 2271.001 et seq. of the Texas Government Code, Contractor verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.

   (b) Scrutinized Business Operations Prohibited. In compliance with Section 2252.151 et seq. of the Texas Government Code, Contractor warrants and represents that: (1) neither Contractor nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither Contractor nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither Contractor nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. Contractor further represents and warrants that neither Contractor nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

   (c) Boycott of Certain Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), Contractor verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "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).

   (d) 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), Contractor verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement 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.

9. CONTRACTOR must comply with the requirements of the Build America, Buy America (BABA) Act, as part of the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58 §§ 70901-52, Nov. 15, 2021, 41 USC § 8301 note), and all applicable rules and notices, as may be amended, if applicable to this infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

10. This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

    This contract shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Agreement will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in state court.

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

12. The Contract Documents consist of the following:

    - This Agreement,
    - Request for Bid 2025CD-013 Bid Documents including Notice to Bidders, Bidder Information and Certification Form, Non-Collusion Affidavit and Proposal
    - Performance Bond, Payment Bond, Maintenance Bond, Certificate of Insurance,
    - General Conditions of Agreement, Supplementary General Conditions

- Technical Specifications, Special Specifications, Special Material and/or Equipment Specifications, Special Conditions
- Federal Labor Standards, Hud-4010, Wage Determination, Employment, Training and Contracting Opportunities for Businesses and Lower Income Persons in Connection with Assisted Projects under Hud Section 3 of The Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) And 24 CFR 75, and all applicable rules and notices, as may be amended,
- and the drawings and blueprints as prepared by the Owner's Engineer
- Any exhibits attached hereto, conditions of the contract (special, supplementary, and other conditions), all addenda issued prior to the execution of this Agreement and all modifications issued subsequent hereto.

To the extent of an ambiguity among the various documents, this signed Agreement prevails. These documents collectively form the Contract, and all are as fully a part of the Contract as if attached hereto to this Agreement or repeated herein.

Both OWNER and CONTRACTOR agree to abide by all state and federal laws, statutes, and regulations applicable to the completion of the project described.

Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

COUNTY OF TARRANT
STATE OF TEXAS

BY: Separate Electronic Signature Page
Tim O'Hare
County Judge

Pipe Crew LLC
CONTRACTOR

CHANCE BUFE Digitally signed by CHANCE BUFE DN: C=US, E=CHANCE@PIPECREW.COM, CN=CHANCE BUFE Date: 2025.08.27 13:46:08-05'00'

(SIGNATURE)

Chance Bufe / Principal

NAME AND TITLE

Approved as to Form:

_____

Criminal District Attorney's Office*

*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.

Certification of Funds Available in the amount of: $_____

_____

Kimberly M. Buchanan, CPA Date
Tarrant County Auditor

CITY OF EVERMAN, TEXAS

RESOLUTION NO. 2025-08-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, RECOMMENDING AWARD OF THE CONTRACT FOR THE 50TH YEAR CDBG PROJECT – WATER LINE IMPROVEMENTS FOR MARLENE DRIVE , PROJECT #B-24-UC-48-0001-24-15 – TO PIPE CREW, LLC IN THE AMOUNT OF $164,496.00, IN ACCORDANCE WITH THE ENGINEER'S RECOMMENDATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Everman, in partnership with Tarrant County, solicited competitive bids for the 50th Year CDBG Project – Water Line Improvements for Marlene Drive (from Christopher Drive to Russell Road), Project # B-24-UC-48-0001-24-15; and

WHEREAS, eight (8) responsive bids were received and evaluated by the City's engineering consultant, Teague Nall and Perkins, Inc. (TNP); and

WHEREAS, although Gomez Brothers Construction submitted the lowest bid, the City's engineering consultant raised concerns about the contractor's capacity to perform due to their concurrent commitments and lack of established performance history with federally funded projects; and

WHEREAS, pursuant to 2 CFR § 200.318(h), contracts must be awarded only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement; and

WHEREAS, the City's engineering consultant has recommended award to the second lowest bidder, Pipe Crew, LLC, based on favorable reference checks and demonstrated experience on similar projects, in the total amount of **$164,496.00**; and

WHEREAS, the City Council finds it in the best interest of the City and consistent with federal procurement regulations to support this recommendation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS THAT:

SECTION 1. The City Council hereby recommends that Tarrant County award the contract for the 50th Year CDBG Project – Water Line Improvements for Marlene Drive (from Christopher Drive to Russell Road), Project # B-24-UC-48-0001-24-15 to **Pipe Crew, LLC** in the amount of **$164,496.00** in accordance with the recommendation of the City's engineering consultant, attached hereto and incorporated herein by this reference as Exhibit "A."

SECTION 2. The City Manager is hereby directed to forward this recommendation to Tarrant County and to take all necessary actions to facilitate the execution of the contract by the County.

SECTION 3. This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED THIS 12 DAY OF August, 2025.

APPROVED:

Ray Richardson, Mayor

ATTEST:

Mindi Parks, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
4919-5616-0091, v. 1

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2025-1355898

Date Filed:
08/27/2025

Date Acknowledged:
8/27/25

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
PIPE CREW, LLC
Colleyville, 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.
B-24-UC-48-0001-24-55
Marline Dr Paving Improvements

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. [X]

6 UNSWORN DECLARATION

My name is Chance Bufe, and my date of birth is 12/19/1991.

My address is 3728 Rolling Meadows Dr, Bedford (city), TX (state), 76021 (zip code), US (country).

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

Executed in Tarrant County, State of Texas, on the 27th day of August (month), 2025 (year).

CHANCE BUFE
Digitally signed by CHANCE BUFE
DN: C=US, E=CHANCE@PIPECREW.COM, CN=CHANCE BUFE
Date: 2025.08.27 14:46:33-05'00'

Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT A
[TNP August 6, 2025 Recommendation Letter]

4919-5616-0091, v. 1

Summary

TNP JOB NO: TAR 24402 BID DATE: July 9, 2025 BID TIME: 10:00 a.m
ENGINEER'S

ITEM NO.	BASt: t:SIU - MARLt:Nt: UKIVE WATER LINE- (Christopher Dr to Russell Rd)	QUANTITY	UNIT
1	Abandon Exist Gate Valve in Place	1	EA
2	6" DR- 18 C900 PVC Water Line	782	LF
3	6" Gate Valve, Box and Cone Pad	2	EA
4	Fire Hydrant with 3'-6" Burv	1	EA
5	Mechanical Joint Ductile Iron Fittinqs	0.3	TON
6	1" Water Service from Main to Meter (Short Bore)	6	EA
7	1" Water Service from Main to Meter (Long Bore)	5	EA
8	Sinqle Water Meter Box	1	EA
9	Double Water Meter Box	10	EA
10	Cut, Plug & Abandon Existing Water Line	4	EA
11	HMAC Permanent Pavement Repair	788	LF
12	Concrete Curb & Gutter	5	LF
13	Block Sod Parkway Repair	100	SY
14	Trench Safety	782	LF
15	Connect to Existing System	3	EA
16	Miscellaneous Utility Allowance	1	LS

TAKINGS IMPACT ASSESSMENT CHECKLIST

This form has been established to comply with the assessment requirements mandated by the Texas Private Real Property Preservation Act adopted under Chapter 2007, Texas Government Code

Project/Regulation Name: Everman 50th B-24-UC-48-0001-24-15

County Department: TARRANT COUNTY COMMUNITY DEVELOPMENT

Contact Person: WREN DAVIS
Phone Number for Contact Person: 817-850-7955

Type of TIA Performed: SHORT TIA or FULL TIA.
Select one after answering the questions in Section II below.

I. Stated Purpose

Attached to this checklist is an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

Yes ___ No X

2. Does the county action limit or restrict a real property right, even partially or temporarily?

Yes ___ No X

If you answer no to both, STOP HERE and select SHORT TIA at the top of the form. A No Impact Determination should be made, and no further compliance with the Property Rights Act is necessary.

If you answer yes to either question, go to Section III to complete FULL TIA. Note: Section II. of this Takings Impact Assessment should be completed in consultation with the Criminal District Attorney's Office.

Section III Takings Impact Assessment Long Form

Consult DA for TIA Long Form Questions and Guidelines.

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 8
Department: District Attorney	**Prepared By:** Polly Maxwell	**Approved By:** Polly Maxwell

SUBJECT:

Consideration of a Settlement Agreement and Full, Final and Complete Release in Connection with an EEOC claim Against Tarrant County, Texas Filed by Judith Knapp, styled Judith Knapp v. Tarrant County Criminal Clerk's Office, EEOC Charge No. 31A-2025-0080

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the approval of the Settlement Agreement and Full, Final and Complete Release signed by Judith Knapp for claims made against Tarrant County and authorize the release of the settlement check without first appearing on the claims register.

BACKGROUND

Judith Knapp filed an EEOC Charge against the Tarrant County Clerk's Office (incorrectly named as the Tarrant County Criminal Clerk's Office in the EEOC Complaint) alleging discrimination due to her disability. Tarrant County is an equal opportunity employer and does not support or endorse discriminatory treatment in the workplace.

Mediation was conducted and a settlement has been reached between the parties. Ms. Knapp has agreed to accept the sum of $5,300.00 in full and final settlement of her claims against all parties.

With approval of the Settlement Agreement and Full, Final and Complete Release, the Charging Party will dismiss the EEOC charge, and this matter will be fully resolved without litigation.

This settlement agreement has been approved by the Criminal District Attorney's Office.

FISCAL IMPACT

The fiscal impact to Tarrant County is $5,300.00 to fully settle the claims of Judith Knapp.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

County Auditor

Attachments

09.16.25 Knapp Settlement Agreement.pdf

STATE OF TEXAS §
TARRANT COUNTY §

SETTLEMENT AGREEMENT AND FULL, FINAL AND COMPLETE RELEASE

This Settlement Agreement and Full, Final and Complete Release (the "Agreement") is entered into by Judith Knapp ("Charging Party" or "Ms. Knapp") and Tarrant County, Texas ("Respondent").

Reference to "Charging Party" or "Ms. Knapp" includes Charging Party's heirs, devisees, executors, administrators, personal representatives, successors, agents, assignees, and others in privity with Charging Party.

Reference to "Tarrant County" or "Respondent" includes Tarrant County, Texas, and any of its former, current, or future officials, employees, representatives, contractors, and agents.

Reference to "the Parties" means Charging Party and Respondent, as each is herein defined.

Reference to "the Matter" as used herein means (1) Ms. Knapp's pending grievance/appeal of her termination before the Tarrant County Civil Service Commission (the "Civil Service Appeal"); and (2) all factual and legal allegations arising out of Ms. Knapp's employment with Respondent spanning from February 27, 2023 through September 30, 2024, and November 11, 2024 through February 12, 2025, including, but not limited to all claims for discrimination and retaliation in violation of Title VII of the Civil Rights Act of 1964; 42 U.S.C. § 2000e or other civil rights claims; claims under the Texas Labor Code; claims under the Texas Government Code; claims for pain and suffering and mental anguish; claims for declaratory/injunctive relief; claims for attorneys' fees; claims for punitive or exemplary damages; and claims of any and every type which have been made or could be made under state or federal law arising out of Ms. Knapp's employment with Tarrant County.

WHEREAS, it is the intent of the Parties to resolve completely, fully and finally all issues and disputes existing among them, whether now known or unknown, whether matured or unmatured, and whether fixed or contingent, of any type or kind, so that they will have no further obligations to or involvement with each other, except those expressly provided for in this Agreement, and this Agreement should be construed broadly to accomplish this purpose and intent. It is intended that no outstanding issues should remain, and any omission of any issue, or any language implying any limitation on the scope of this Agreement is inadvertent and should be construed so as to give full effect to the Parties' stated intent;

WHEREAS, all matters between the Parties have been settled; and

WHEREAS, the Parties are of the opinion that for and in consideration of avoiding the uncertainty of administrative proceedings and litigation, and the consideration set forth below, this Agreement should be executed.

FOR AND IN CONSIDERATION of the recitals set forth above, and for the further consideration discussed herein below, the Parties agree as follows:

1. Charging Party shall execute this Agreement in favor of Respondent.

2. Respondent shall (1) provide neutral employment references for Ms. Knapp.

3. The Parties agree that, following the execution of this Agreement, the sum total of FIVE THOUSAND, THREE HUNDRED AND NO/100 DOLLARS ($5,300.00) shall be paid to Ms. Judith Knapp, such funds being paid for settlement of all alleged claims and/or damages which have been or could have been brought or sought in the Civil Service Appeal, or any other or future administrative or judicial forums ("Settlement Payment"). A check will be issued in the amount of $5,300.00. This check will be made payable to "JUDITH KNAPP." The check will be delivered to Judith Knapp via hand delivery at the Tarrant County Criminal District Attorney's Office – Civil Division located on the 9th Floor of the Tim Curry Criminal Justice Center, 401 W Belknap Street, Fort Worth, Texas 76196, at a mutually agreeable time. This is the full and final amount to be paid; no further money will be paid to Charging Party, to her counsel, or to any other person or entity regarding this Matter.

4. Charging Party explicitly acknowledges that Respondent has made no representation as to the characterization of the Settlement Payment for tax purposes and that Charging Party remains solely responsible to properly remit income taxes, if any, related to said Settlement Payment.

5. Charging Party specifically releases Respondent from any and all claims or causes of action, if any, alleged in this Matter or which could have been alleged in this Matter or by filing a separate lawsuit, including but not limited to all claims for discrimination and retaliation in violation of Title VII of the Civil Rights Act of 1964; 42 U.S.C. § 2000e or other civil rights claims; claims under the Texas Labor Code; claims under the Texas Government Code; claims for pain and suffering and mental anguish; claims for declaratory/injunctive relief; claims for attorneys' fees; claims for punitive or exemplary damages; and claims of

any and every type under state or federal law which have been made or could be made arising out of Ms. Knapp's employment with Tarrant County.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. For and in consideration of the recitals set forth above and the further consideration set forth below, Charging Party hereby releases Respondent, and by this instrument does forever release, acquit, and discharge Respondent from any and all claims, demands, losses, damages, and causes of action of any kind whatsoever, without limit, whether at common law, in equity, statutory, or otherwise which she has, or may have, known or unknown, whether in existence or those which become existent in the future when such arise out of or relate to this Matter.

2. It is the intention of Charging Party that this be a universal, absolute, and global release of all claims of any kind which she might have, now and forever, against Respondent to the extent such claims arise out of or relate to her employment with Respondent or this Matter. Should any court, by judgment or decree, determine this Agreement does not fully and finally discharge every such claim, Charging Party agrees to reform this Agreement and to release any such claim or cause of action against Respondent that becomes the subject matter of said judgment or decree.

3. Charging Party understands and agrees:

a. The terms hereof are contractual and not mere recitals and constitute the cash consideration for this Settlement Agreement and Full, Final and Complete Release affected thereby.

b. This Agreement is to compromise disputed factual and legal claims of Charging Party against Respondent, to avoid litigation, and to buy peace, and nothing herein shall be construed as an admission of liability by any party, all liability being expressly denied.

c. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas.

d. Charging Party signs this Agreement based solely on her own judgment and is not relying on any representations of any other party hereto. Charging Party had the opportunity to consult with legal counsel prior to signing this Agreement, but chose not to.

e. Charging Party expressly represents that no claims, demands, controversies, actions, causes of action, contracts, liabilities, damages, injuries, losses, or other rights which are mentioned in this Agreement, or released hereby but not specifically enumerated, have been assigned, conveyed, or in any manner whatsoever, transferred to any other person or entity.

f. Further, for the same aforesaid consideration, Charging Party agrees to fully and completely defend and hold harmless Respondent of and from any claims related to this Matter, including damages or expenses arising out of or resulting from her employment with Respondent, regardless of whether such claims, demands, actions or causes of action result or resulted from the actual or alleged acts or omissions of negligence, gross negligence, deliberate indifference, or other alleged fault of Respondent. This indemnification shall include attorneys' fees, litigation expenses, and costs that Respondent may incur defending against same. It is specifically understood that under no circumstances will Respondent ever be liable under this clause for any amount in excess of the aggregate sum of SIX THOUSAND AND NO/100 DOLLARS ($6,000.00), the amount being paid herein.

g. Charging Party hereby acknowledges that she has read this Agreement; that she fully understands the effect of this Agreement; and that she executed this Agreement of her own free will and accord for the consideration set forth herein.

h. This Agreement contains the entire agreement between the Parties and supersedes all prior agreements, arrangements, or understandings between the Parties. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist, and this Agreement cannot be changed or terminated orally.

i. Each party agrees that: (i) any electronic signature (if any), whether digital or encrypted, to this Agreement made by any party is intended to authenticate this Agreement and shall have the same force and effect as an original manual signature; and (ii) any signature to this Agreement by any party transmitted by facsimile or by electronic mail shall be valid and effective to bind that party so signing with the same force and effect as an original manual signature. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or

electronic signature by facsimile or electronic transmission, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. This Agreement may be executed in multiple duplicate originals and all such duplicate originals shall be deemed to constitute one and the same instrument. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to constitute a single instrument. The parties agree that a true and correct copy of the original of this Agreement shall be admissible in a court of law in lieu of the original Agreement for all purposes of enforcement hereof.

j. This agreement shall be deemed equally drafted by all signatories and the parties they represent, and the language shall not be construed against any party by virtue of authorship hereof. This agreement shall be construed to fully and finally settle all disputes between the Parties. The provisions hereof are severable. Should any portion hereof be found invalid, the remainder of the agreement shall continue in full force and effect. Enforcement, if such should be necessary, shall be by action in state court in Tarrant County, Texas.

k. It is further understood and agreed that the law of the State of Texas applies with respect to the interpretation and construction of this Agreement.

Judith ~~Knapp~~, Individually

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared JUDITH KNAPP, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she has read the foregoing instrument and that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 28th day of Aug, 2025.

CERGIO GALINDO
Notary Public, State of Texas
Comm. Expires 07-08-2029
Notary ID 135522820

NOTARY PUBLIC, In and For
the State of TEXAS

_____
TIM O'HARE
County Judge

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared TIM O'HARE, Tarrant County Judge, known to me to be person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has read the foregoing instrument, is authorized to make this agreement, and that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this_____ day of September, 2025.

_____
NOTARY PUBLIC, In and For
the State of TEXAS

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: $_____

_____
Criminal District Attorney's Office*

_____
Tarrant County Auditor

* By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 1
Department: Elections Administration	**Prepared By:** Troy Havard, Assistant Elections Administrator	**Approved By:** Clinton Ludwig

SUBJECT:

Consideration to Authorize the Elections Administrator to Provide Written Notification to Party Chairs, Precinct Chairs and Presiding Judges Regarding Proposed Changes to Voting Precinct Boundaries

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider authorizing the Tarrant County Elections Administrator to provide written notification to party chairs, precinct chairs, and presiding judges regarding proposed changes to voting precinct boundaries.

BACKGROUND

On August 29, 2025, Governor Abbott signed HB4 into law, which altered the districts for the election of members of the United States House of Representatives from Texas. Due to this redistricting, election precinct boundary changes are necessary to bring Tarrant County into compliance with Texas Election Code Section 42.005, which forbids territory from an election precinct from containing territory from more than one of six types of electoral territorial units. Texas Election Code Section 42.031(b)(1) permits the Commissioners Court to order a boundary change of election precincts under these circumstances. As currently constructed, there will be a net sum gain of twelve (12) voting precincts, resulting in a total of 708 voting precincts. Pursuant to Texas Election Code Section 42.036, before an election precinct boundary change can be ordered, the Commissioners Court must send out written notices to party chairs, precinct chairs, and presiding judges regarding proposed changes. By approving this item, the Commissioners Court authorizes the Tarrant County Elections Administrator to send out the required notices on behalf of the Court. An item ordering the change in election precinct boundaries will appear on the Commissioners Court agenda for October 14, 2025.

FISCAL IMPACT

There is no Fiscal Impact associated with this item.

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 3
Department: Facilities Management	**Prepared By:** Misty Foster	**Approved By:** Frank Lopez

SUBJECT:

Consideration of a Property Use Request from Justice of the Peace, Precinct 7 to Use the Subcourthouse at Mansfield to Conduct a Wedding on September 27, 2025

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a request from Justice of the Peace, Precinct 7, to use the Subcourthouse at Mansfield to conduct a wedding on Wednesday, September 27, 2025.

BACKGROUND

Justice of the Peace, Precinct 7 is requesting to use a courtroom in the Subcourthouse at Mansfield to conduct a wedding on Wednesday, September 27, 2025.

FISCAL IMPACT

The estimated fiscal impact of $108 will be paid by the resident. This estimate is based on salary average overtime rates for Facilities Management and the Constables Office.

Salary cost will be charged to the following accounts:

$44.00–Facilities Management account 10000-2025 GeneralFunds/3110217000 Mansfield/ 510000 Personnel
$64.00 – Constables Office account 10000-2025 General Fund/2270100000 Precinct 7/ 510000 Personnel

Attachments

Wedding - 9-27-25 Application.pdf

1 Hour Wedding Cost Estimate.pdf

TARRANT COUNTY FACILITIES MANAGEMENT
PROPERTY USE APPLICATION

PLEASE COMPLETE ALL SECTIONS.

Location requested: Justice of the Peace #7 Courtroom

Event Date(s): Saturday, September 27, 2025

Time of event: 10:00 am.

Description of event (if more than three lines, please provide an attachment):

Wedding Ceremony

_____ Electricity required

_____ Set up equipment (tables/chairs/podium/speakers, etc.) requested from County

Contact Person: Kenneth D. Sanders

Address: 1100 E. Broad St.Ste 202 City: Mansfield State: TX Zip: 76063

Cell phone number: 817-454-1684 Email: kdsanders3@tarrantcountytx.gov

Name of Organization: _____

____ Non-Profit ____ For-Profit

Primary contact person: _____

Address: _____ City: _____ State: ___ Zip: _____

Business phone number: _____ Email: _____

Event on-site contact person & cell phone number: _____

Applicant's signature: Kenneth D. Sanders

Applicant's printed name: Kenneth D. Sanders

Date: September 8, 2025

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THAT I, the undersigned Kenneth D. Sanders, hereby **RELEASE** and **HOLD HARMLESS** Tarrant County, Texas("County") and all of its officials, officers, agents and employees in both their public and private capacities, from any and all claims, losses, damages, causes of action, suits and liability of every kind that may arise from any of their act(s) and/or omission(s) that may occur as a result of my request to seek their help, assistance, and/or service in connection with Wedding Ceremony.

It is further agreed that the execution of this **"Release, Indemnification and Hold Harmless Agreement"** will not constitute a waiver by the County of the defense of governmental immunity where applicable, or any other defense recognized by law and/or the courts of the State of Texas.

SIGNED this the 8th day of September, 20 25.

Signature: _____

Printed Name: Kenneth D. Sanders

Address: 1100 E. Broad St. Ste 202

City: Mansfield **State:** TX **Zip Code:** 76063

Phone #: 817-454-1684

2. Approval of the Adoption of the Tarrant County Facilities Use Policy

Salary Costs Related to After Hours Facilities Usage for 1 Hour Wedding									
Title	**# of Employees**	**Event Length (Hrs)**	**Total Staff Hours**	**Avg Hourly Rate**	**OT Rate**	**Hourly Cost**	**FICA**	**Retirement**	**Total Cost**
Building Services Technician II	1	1	1	$ 24.40	$ 36.60	**$ 37**	$ 3	$ 4	**$ 44**
Deputy Constable	1	1	1	$ 35.86	$ 53.79	**$ 54**	$ 4	$ 6	**$ 64**
								TOTAL	**108**

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 4
Department: Facilities Management	**Prepared By:** Misty Foster	**Approved By:** Frank Lopez

SUBJECT:

Consideration of a Property Use Request from Justice of the Peace, Precinct 7 to Use the Subcourthouse at Mansfield to Conduct a Wedding on October 4, 2025

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a request from Justice of the Peace, Precinct 7, to use the Subcourthouse at Mansfield to conduct a wedding on October 4, 2025.

BACKGROUND

Justice of the Peace, Precinct 7 is requesting to use a courtroom in the Subcourthouse at Mansfield to conduct a wedding on Saturday, October 4, 2025.

FISCAL IMPACT

The estimated fiscal impact of $108.00 will be paid by the resident. This estimate is based on salary average overtime rates for Facilities Management and the Constables Office.

Salary cost will be charged to the following accounts:

$44.00–Facilities Management account 10000-2026 General Funds/3110217000 Mansfield/512011 Overtime Salaries
$64.00 – Constables Office account 10000-2026 General Fund/2270100000 Precinct 7/512011 Overtime Salaries

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____
Auditor

Attachments

Wedding- October 4 Property Use application.pdf
1 Hour Wedding Cost Estimate.pdf

TARRANT COUNTY FACILITIES MANAGEMENT
PROPERTY USE APPLICATION

PLEASE COMPLETE ALL SECTIONS.

Location requested: Justice of the Peace #7 Courtroom

Event Date(s): Saturday, October 4, 2025

Time of event: 10:00 am.

Description of event (if more than three lines, please provide an attachment):

Wedding Ceremony

_____ Electricity required

_____ Set up equipment (tables/chairs/podium/speakers, etc.) requested from County

Contact Person: Kenneth D. Sanders

Address: 1100 E. Broad St.Ste 202 City: Mansfield State: TX Zip: 76063

Cell phone number: 817-454-1684 Email: kdsanders3@tarrantcountytx.gov

Name of Organization: _____

____ Non-Profit ____ For-Profit

Primary contact person: _____

Address: _____ City: _____ State: ___ Zip: _____

Business phone number: _____ Email: _____

Event on-site contact person & cell phone number: _____

Applicant's signature: Kenneth D. Sanders

Applicant's printed name: Kenneth D. Sanders

Date: 8/19/2025

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THAT I, the undersigned Kenneth D. Sanders, hereby **RELEASE** and **HOLD HARMLESS** Tarrant County, Texas("County") and all of its officials, officers, agents and employees in both their public and private capacities, from any and all claims, losses, damages, causes of action, suits and liability of every kind that may arise from any of their act(s) and/or omission(s) that may occur as a result of my request to seek their help, assistance, and/or service in connection with Wedding Ceremony.

It is further agreed that the execution of this "**Release, Indemnification and Hold Harmless Agreement**" will not constitute a waiver by the County of the defense of governmental immunity where applicable, or any other defense recognized by law and/or the courts of the State of Texas.

SIGNED this the _____ day of AUG 19 2025, 20____.

Signature: Kenneth D. Sanders

Printed Name: Kenneth D. Sanders

Address: 1100 E. Broad St. Ste 202

City: Mansfield **State:** TX **Zip Code:** 76063

Phone #: 817-454-1684

2. Approval of the Adoption of the Tarrant County Facilities Use Policy

Salary Costs Related to After Hours Facilities Usage for 1 Hour Wedding									
Title	**# of Employees**	**Event Length (Hrs)**	**Total Staff Hours**	**Avg Hourly Rate**	**OT Rate**	**Hourly Cost**	**FICA**	**Retirement**	**Total Cost**
Building Services Technician II	1	1	1	$ 24.40	$ 36.60	**$ 37**	$ 3	$ 4	**$ 44**
Deputy Constable	1	1	1	$ 35.86	$ 53.79	**$ 54**	$ 4	$ 6	**$ 64**
								TOTAL	**108**

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 1
Department: Fleet Services	**Prepared By:** Vivian Bice	**Approved By:** Keith Harris

SUBJECT:

Consideration to Accept a Forfeited Pace Trailer, Authorize Placement of the Trailer in Service, and Disposition of the Trailer Through County Auction When Deemed No Longer Viable

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court accept a 2008 Pace Trailer forfeited to the Tarrant County Sheriff's Office (TCSO), authorize its placement in service for use by the TCSO SWAT Team, and approve the disposal of the trailer through County auction when the operation of the trailer is no longer financially viable.

BACKGROUND

On July 16, 2025, in the 432nd District Court, the Tarrant County Sheriff's Office was awarded a 2008 Pace Trainer through Forteiture and Judgment in Cause No. S-15809.

On July 16, 2025, in the 432nd District Court, the Tarrant County Sheriff's Office was awarded a 2008 Pace Trailer through Forfeiture and Judgment in Cause No. 5-15809.

The Sheriff's Office requests Court approval to place the trailer into service for the TCSO SWAT Team. The trailer will not be eligible for replacement by the County at its expected end of life. Instead, when the trailer is no longer financially viable to operate, the Sheriff's Office will return to the Court to request approval for its disposal through County auction.

FISCAL IMPACT

There is not fiscal impact associated with this item.

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 8
Department: HIV Adminsitrative Agency	**Prepared By:** Dulce Lozano	**Approved By:** Lisa McKamie-Muttiah

SUBJECT:

Consideration of the Fiscal Year 2025-2026 Health Resources and Services Administration Ryan White Part D Provider Contract with Mothers' Milk Bank of North Texas

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the Fiscal Year 2025-2026 Health Resources and Services Administration (HRSA) Ryan White Part D (Part D) provider contract with Mothers' Milk Bank of North Texas for $14,000.00.

BACKGROUND

Tarrant County receives annual grant funding from HRSA to provide a variety of essential core and support services for people living with HIV. The HRSA Ryan White Part D grant funding is used for the provision of family-centered care involving outpatient and ambulatory care for women, infant, children, and youth living with HIV/AIDS in the Fort Worth/Arlington Transitional Grant Area (TGA) which includes the counties of Tarrant, Hood, Johnson, and Parker. Tarrant County HIV Administrative Agency administers the grant funding and subcontracts with community organizations to deliver high-quality services.

Mothers' Milk Bank of North Texas provides human breast milk to infants at risk of HIV perinatal transmission for the first six (6) weeks of life. Tarrant County has been contracting with Mothers' Milk bank since 2016 for the provision of human breast milk.

The Part D project period is August 1, 2022, through July 31, 2026. The grant budget period is August 1, 2025, through July 31, 2026.

The recommended contract is as follows:

Mothers' Milk Bank of North Texas – Total reimbursements shall not exceed $14,000.00

The Criminal District Attorney's Office has reviewed this document as to form.

FISCAL IMPACT

All associated costs will be paid from grant allocations as follows:

Part D Funding: Grant-2004 E0025-2026 Health Resources and Services Administration (HRSA) Ryan White Part D (Part D) /1132200000 HIV Subrecipients /569011 Professional Services – net impact: $14,000.00

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $14,000 Grant-2004 E0025-2026

County Auditor

Attachments

Part D FY25-26 Mothers' Milk Bank Contract

STATE OF TEXAS §
§ **CONTRACT FOR SERVICES**
COUNTY OF TARRANT §

1. **BACKGROUND**

This Contract for Services is between Tarrant County, Texas ("COUNTY") and Mothers' Milk Bank of North Texas ("PROVIDER"). The Commissioners Court finds that this contract serves a public purpose in protecting the public health of the citizens of Tarrant County, Texas.

2. **SCOPE OF SERVICES**

Mothers' Milk Bank of North Texas will provide human milk for HIV exposed infants to Tarrant County ("COUNTY") in the Fort Worth Health Services Delivery Area.

Other services will include:

2.1 Human milk will be provided to HIV exposed infants of Ryan White eligible clients;
2.2 Eligibility will be established through a referral process from Ryan White subrecipients;
2.3 Report of unduplicated clients and units of human milk provided will be submitted monthly.

3. **TERM**

This contract begins on **August 1, 2025** and concludes on **July 31, 2026**.

4. **COST**

The COUNTY will pay up to $14,000.00 pursuant to this contract. COUNTY will pay within thirty (30) days of invoice receipt when the PROVIDER satisfies the following conditions:

4.1 PROVIDER will bill for services performed under this contract;
4.2 PROVIDER will send invoices to Tarrant County, HIV Administrative Agency, 2300 Circle Drive, Suite 2306, Fort Worth, Texas 76119; or to TCAAFinancial@tarrantcountytx.gov
4.3 PROVIDER will bill at the rate of $20.00 per 200ml of human milk; one 200ml of human milk equals one unit of service;
4.4 PROVIDER will bill at the rate of $20.00 per shipment for dry ice and shipping container;
4.5 Bill will be submitted monthly by the 22nd of each month, in an agreed upon format, in months when expenses are incurred.

5. **SUPERVISION**

COUNTY and PROVIDER agree that COUNTY has no right to supervise or to direct the performance of PROVIDER'S services. PROVIDER is responsible for all expenses incurred by PROVIDER in its performance of this contract.

6. **AGENCY-INDEPENDENT PROVIDER**

PROVIDER is an independent PROVIDER. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

7. **INSURANCE**

PROVIDER acknowledges that it is solely responsible for any liability for accidents involving their employees.

8. **INDEMNIFICATION**

PROVIDER SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY THE COUNTY, ITS OFFICERS AND EMPLOYEES OF AND FROM ANY AND ALL DAMAGES, LIABILITY, COSTS, OR OTHER LOSS WHICH MAY BE INCURRED AS A RESULT OF THE FAILURE OF THE PROVIDER TO COMPLY WITH ITS OBLIGATIONS UNDER THIS PARAGRAPH OR ANY OTHER TERMS IN THIS AGREEMENT.

9. **ASSIGNMENT**

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

10. **THIRD PARTY BENEFICIARY EXCLUDED**

The parties do not enter into this contract to protect any specific third party. The intent of this contract excludes the idea of a suit by a third party beneficiary. The parties to this contract do not consent to the waiver of sovereign immunity under Texas law to the extent any party may have immunity under Texas law.

11. **ENTIRE CONTRACT**

This contract supersedes all prior representations. The parties may amend this contract by subsequent written amendments. The parties will not amend this contract orally

12. **GOVERNING LAW AND VENUE**

This Contract shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Contract will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in State Court.

13. **TERMINATION**

Either party may terminate this contract without cause. Such notice of termination shall be given in the following manner:

A. Providing written notice to the other party at least thirty (30) days prior to the date of termination;

B. Providing in the written notice the date of termination; and

C. Sending the written notice by certified mail return receipt requested to the party at its address.

14. **ANNUAL FISCAL CONDITION PRECEDENT**

The parties acknowledge and agree that the County is a governmental entity subject to an annual budgetary process and restrictions on spending in conformity with that process and its approved budget. The parties further agree that, notwithstanding any other language or provision herein to the contrary, if for any reason funds are not budgeted expressly for this Contract for the County's fiscal years subsequent to that in which funds for this Contract are first allocated, the County may immediately and without penalty terminate this Contract; provided, however, that in no event shall such a termination be effective earlier than the expiration of the last date for which funds have already been so allocated under an existing, finally approved budget.

15. **MISCELLANEOUS**

A. Upon mutual Contract, the parties to this Contract may submit in good faith to a non-binding mediation before filing a suit for damages.

B. If any term of provisions of this Contract is held invalid or unenforceable to any extent, the remainder of this Contract shall not be affected thereby and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

C. Any waiver by a party of any breach of any provision contained herein or any breach thereof shall not constitute a waiver of any other provision or any other further subsequent breach hereof.

D. This Contract any amendments or addenda hereto, and any exhibits specifically mentioned herein constitute the entire Contract between the parties regarding the subject matter hereof and supersede all prior or contemporaneous discussions, representations, correspondence and Contracts, whether oral, written, pertaining thereto. This Contract may be amended or modified only by a writing duly executed by both parties and any amendment or modification is subject to the approval of the Tarrant County Commissioner's Court.

E. This Contract may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Contract, and all of which, when taken together, shall be deemed to constitute one and the same contract. The exchange of copies of this Contract and of signature pages by electronic transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

16. **PARTIES ADDRESSES**

COUNTY:

TARRANT COUNTY
2300 Circle Drive, Suite 2306
Fort Worth, Texas 76119

PROVIDER:

MOTHERS' MILK BANK OF NORTH TEXAS
7617 Benbrook Parkway
Fort Worth, TX 76126

17. **LIABILITY**

Notwithstanding any other provision herein this contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract 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 contract, party's agent, or party's employee, otherwise provided by law

18. **1295 COMPLIANCE**

Mothers' Milk Bank of North Texas 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.

Reminder of page intentionally left blank

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth below.

SIGNED AND EXECUTED this _____ day of _____, 2025.

PROVIDER

MOTHERS' MILK BANK OF NORTH TEXAS
7617 Benbrook Parkway
Fort Worth, Texas 76126

By: Shaina Starks Shaina Starks

Title: Executive Director

Date: 8/18/2025

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

James Marvin Nichols
Criminal District Attorney's Office*

*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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $ _____

_____ Date: _____
Auditor

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2025-1354987

Date Filed:
08/26/2025

Date Acknowledged:

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

Mothers' Milk Bank of North Texas
Benbrook, 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.

JPS Health Network

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.

A1-2025012
pasteurized donor human milk

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. [X]

6 UNSWORN DECLARATION

My name is ___Leslie Leach_____, and my date of birth is _03/25/1963_____.

My address is _7617 Benbrook Parkway_____, __Benbrook_____, __TX__, ____76126_____, ___USA__.
(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 ___26th__day of _August___, 2025_____.
(month) (year)

Leach

Signature of authorized agent of contracting business entity
(Declarant)

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 38
Department:	**Prepared By:** Dulce Lozano	**Approved By:** Lisa McKamie-Muttiah

SUBJECT:

Consideration of the Fiscal Year 2025-2026 Health Resources and Services Administration Ryan White Part D Subrecipient Contract with CAN Community Health, Inc.

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the FY 2025-2026 Health Resources and Services Administration (HRSA) Ryan White Part D (Part D) grant subrecipient contract with CAN Community Health, Inc. (CAN).

BACKGROUND

Tarrant County receives annual grant funding from HRSA to provide a variety of essential core and support services for HIV-positive individuals. The HRSA Ryan White Part D grant funding is used for the provision of family-centered care involving outpatient and ambulatory care for women, infant, children, and youth living with HIV/AIDS in the Fort Worth/Arlington Transitional Grant Area (TGA) which includes the counties of Tarrant, Hood, Johnson, and Parker. Tarrant County HIV Administrative Agency administers the grant funding and subcontracts with community organizations to deliver high-quality services.

On August 19, 2025, the Commissioners Court, through Court Order #145732 approved the FY 2025-2026 HRSA Part D Notice of Award in the amount of $330,169.00.

CAN Community Health, Inc. (CAN) is a community-based medical clinic that delivers a variety of services to people living with HIV in Tarrant County and surrounding areas. These are the types of services available from CAN: medical care, prescription assistance, case management, and outpatient ambulatory health services.

The Part D project period is August 1, 2022, through July 31, 2026. The grant budget period is August 1, 2025, through July 31, 2026.

The recommended contract is as follows:

CAN – Total reimbursement shall not exceed $271,558.00.

The Criminal District Attorney's Office has reviewed these documents as to form.

FISCAL IMPACT

All associated costs will be paid from grant allocations as follows:

Part D Funding: Grant-2004 E0025-2025 Health Resources and Services Administration (HRSA) Part D/1132200000 HIV Subrecipients/569013 Subrecipient Services – net impact $271,558.00

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $271,558.00 Grant-2004 E0025-2025

County Auditor

Attachments

Part D FY25-26 CAN Contract (Partially-Executed).pdf

The State of Texas §
§ **COMMUNITY SUBRECIPIENT CONTRACT**
County of Tarrant §

1. BACKGROUND

Tarrant County, Texas ("County") has received a grant (the "Grant") from the Health Resources and Services Administration ("HRSA") of the Department of Health and Human Services ("HHS"), for **Ryan White Title IV Women, Infants, Children, Youth, and Affected Family Members AIDS Healthcare** (Part D), to help the provision of HIV services in the community; and

The County Judge designated the Tarrant County HIV Administrative Agency ("TCAA") as recipient of the Part A funding to make sure funds are used fairly and appropriately, in a way that maximizes linkage of people living with HIV to care, retention in care, and positive medical outcomes.

CAN Community Health, Inc. ("Subrecipient"), is an organization in Tarrant County, Texas, that provides HIV Care and Treatment and has requested an award of Grant proceeds from the County to support the delivery of HIV Care and Treatment services.

The County, acting by the Commissioners Court of Tarrant County, agrees to provide Subrecipient funds from the Grant, to the extent available, in an amount not to exceed **$271,558.00** in exchange for Subrecipient's agreement to provide HIV Care and Treatment services based upon certain terms and conditions.

Therefore, County and Subrecipient enter into the following Community Subrecipient Contract (the "Contract") based upon the following terms and conditions.

2. SCOPE OF WORK

Subrecipient will perform the Scope of Work described in **Attachment 1, A1-2025014.** On receipt of this Contract, Subrecipient will begin and complete the work within the Contract term. Subrecipient will provide services in accordance with Ryan White HIV Program Services: Eligible Individuals and Allowable Use of Funds Policy Clarification Notice #16-02. Subrecipient will also provide services in accordance with the local Standards of Care.

Subrecipient shall use these funds to provide at least one Part D service to (90) unduplicated clients during Contract Year FY 2025-2026 (08/1/2025–07/31/2026). The number of units and clients by service category are found in the Attachment 1 (Scope of Work).

3. TERM

The term of this Contract is from **August 1, 2025, to July 31, 2026**.

4. AMENDMENTS

This Contract may not be amended without written agreement. However, Subrecipient may move up to 10% of allocated funds within any budget category without written approval of County, except for Equipment or Indirect Cost budget line items, if the movement is consistent with the budget in **Attachment 1**. In order to move any amount over and above a cumulative total of 10% of allocated funds within any budget category, Subrecipient must request the reallocation in writing to County.

The Subrecipient will submit a revised budget narrative to the TCAA prior to the submission of the Subrecipient's first monthly billing to the County following the movement of funds between budget line items.

If the Subrecipient fails to achieve contracted outcome objectives and expenditures, the County may require the return of funds with reallocation or redistribution to other entities.

Subrecipient shall be subject to decrease of funds if funding is not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is one-twelfth of the contract amount by service category per month. The formula for reduction of funds shall be as follows:

- At one quarter of the contract period the Subrecipient shall have expended at a minimum twenty percent (20%) of allocated funds for each service category. If the minimum has not been expended, ten percent (10%) of the unspent funds allocated for that contract period can be swept through a budget reduction at the discretion of the TCAA.
- At one half of the contract period the Subrecipient shall have expended at a minimum forty percent (40%) of allocated funds for each service category. If the minimum has not been expended, fifty percent (50%) of the unspent funds allocated for that contract period can be swept through a budget reduction at the discretion of the TCAA.
- At three quarters of the contract period the Subrecipient shall have expended at a minimum seventy five percent (75%) of allocated funds for each service category. If the minimum has not been expended, one hundred percent (100%) of the unspent funds allocated for that contract period can be swept through a budget reduction at the discretion of the TCAA.

Subrecipient may become eligible for an increase in funding if it has spent funding at the anticipated rate and can present a proposal for the utilization of additional funds by serving additional unduplicated clients and delivering additional units of service.

5. SEVERABILITY

If a court construes a provision of this Contract illegal or invalid, that construction will not affect the balance of the Contract, and the court will delete the illegal or invalid provision, with all other provisions of the Contract to remain in force and effect.

6. ASSURANCES, REPRESENTATIONS, AND COMPLIANCE

a. Subrecipient assures that personnel paid from these funds are duly licensed, certified, registered, permitted, approved and qualified to perform contracted services. Subrecipient represents that all necessary program or facility licenses are current. Subrecipient will notify County immediately if such licenses become invalid during the term of this Contract. The Subrecipient will document these assurances in the year-end program report.

b. Subrecipient assures that funds will not be used to provide items or services for which payment has already been made or reasonably can be expected to be made by third-party payers, including Medicaid, Medicare and/or other federal, state, or local entitlement programs, prepaid health plans, private insurance, or other services provided by community-based organizations. The Subrecipient understands that if services performed under this Contract are available under the state Medicaid plan, then the Subrecipient must enter into a participation agreement under the state Medicaid plan. Subrecipient must ensure funding available through this Contract is used strictly as the payer of last resort.

c. Subrecipient assures that it will adhere to confidentiality requirements, including policies regarding the confidentiality and security of Protected Health Information, the AIDS Workplace Guidelines, the HIV Services Grant Program Rules, and Requirements for Contents of AIDS-related Written Materials. Subrecipient will not engage in activities that advocate or promote the violation of state or federal laws.

d. Subrecipient assures that it will comply with the HRSA Ryan White National Part A Programmatic, Fiscal, and Universal Monitoring Standards applicable to SubGrantees, Subrecipients and Subcontractors as implemented by Tarrant County. The Ryan White National Monitoring Standards detail the minimum acceptable standards contractors must comply with. Adherence to DSHS Standards of Care, Site Visit guidelines, Outcome Measures, Contract requirements and other requirements implemented by Tarrant County often exceed those required by the HRSA Ryan White National Monitoring Standards. Subrecipient assures that it will comply with the National, State and local requirements.

e. Subrecipient assures that it will not transfer a client or patient record through any means, including electronically, to another entity, person, or other Subrecipient without a written consent from the client or patient, or someone authorized to act on his or her behalf; however, the County or HRSA may require Subrecipient, or any subcontractor, to timely transfer a client or patient record to the County or HRSA if the transfer is necessary to protect either the confidentiality of the records or the health and welfare of the client or patient.

f. Subrecipient assures that it will not expend funds from this Grant to lobby Congress, the legislature, or any agency in connection with a particular contract. Subrecipient assures that it will not discriminate against any person on the grounds of race, creed, color, handicap, national origin, gender, sexual orientation, political affiliation, or beliefs.

g. Subrecipient assures in its performance of this Contract that:

(i) in the case of individuals with an income less than or equal to 100 percent of the official poverty line, Subrecipient will not impose charges on any such individual for the provision of services under the Grant;
(ii) in the case of individuals with an income greater than 100 percent of the official poverty line, Subrecipient:
    1) will impose a charge on each such individual for the provision of such services;
    2) will impose the charge according to a schedule of charges that is made available to the public; and
    3) will make a reasonable attempt to collect;
(iii) in the case of individuals with an income greater than 100 percent of the official poverty line and not exceeding 200 percent of such poverty line, Subrecipient will not, for any calendar year, impose charges in an amount exceeding five (5) percent of the annual gross income of the individual involved;
(iv) in the case of individuals with an income greater than 200 percent of the official poverty line and not exceeding 300 percent of such poverty line, Subrecipient will not, for any calendar year, impose charges in an amount exceeding seven (7) percent of the annual gross income of the individual involved; and
(v) in the case of individuals with an income greater than 300 percent of the official poverty line, Subrecipient will not, for any calendar year, impose charges in an amount exceeding ten (10) percent of the annual gross income of the individual involved.

h. Subrecipient assures that HIV health care and support services provided with assistance made available under this Contract will be provided without regard to the ability of the individual to pay for such services.

i. Funds awarded for Emergency Financial Assistance, short-term medications, must be spent on clients who are pending approval through medication assistance programs or are ineligible for medication assistance programs.

j. Subrecipient assures that for any fees it charges to clients for services, Subrecipient will publicly display its fee schedule. Annual aggregate charges (including fees and co-payments) will not exceed the total allowable annual charges. The term "aggregate charges" applies to the total annual charges that may be collected from a client for all HIV services. Subrecipient will create a tracking mechanism to ensure individual client charges do not exceed the maximum allowable annual charges.

k. Subrecipient assures that if it purchases or reimburses for outpatient drugs, the Subrecipient's drug acquisition practices meet Federal requirements regarding cost-effectiveness and reasonableness, including 42 CFR Sections 50.501-50.504, 45 CFR Part 75.420-475, and other federal law to the extent applicable. The purchase or reimbursement for drugs must comply with the Community AIDS Pharmaceutical Assistance ("CPAP") formulary. If Subrecipient is a drug reimbursement agency or a medical provider that dispenses medication, Subrecipient assures that drug costs are expected to secure the best prices available for such products and to maximize results for the recipient organization and its patients, when available, the Public Health Services price, whichever is less expensive. Failure to participate, or failure to plan to participate in 340B pricing within 120 days of funding will eliminate organizations from eligibility to be awarded funding in the CPAP service category.

If a Subrecipient receives 340b revenue, this is considered program income and must be spent on allowable items within the grant period. Subrecipients must create a 340b budget.

l. Subrecipient assures that all medical and non-medical case managers will obtain Affordable Care Act Certified Application Counselor status through the Centers for Medicaid and Medicare Services. Subrecipient assures that uninsured clients will be assisted with the process of applying for health insurance through the Marketplace and that documentation of eligibility is maintained in client charts or files. Subrecipient will enroll physicians and clinics in Qualified Health Plans.

m. Subrecipient assures that it will comply with all requirements and guidelines outlined in the most recent HIV Services Standards of Care. Subrecipient will comply with all HRSA and County program policies and operating procedures.

n. Subrecipient assures that this Contract will not be transferred, or otherwise assigned, or any interest in or any right, duty, or obligation under, or any claim arising under, without first obtaining the prior written approval from the HIV Administrative Agency located at 2300 Circle Drive, Suite 2306; Fort Worth, Texas 76119. Any attempt to transfer, or otherwise assign, will be void and will confer no rights upon any third person or entity.

o. Subrecipient assures and represents that its receipt of funding under this Contract will not be used to supplant private, state, local, or other federal funds received by the Subrecipient.

p. Subrecipient assures that case records of patients/clients who are receiving Ryan White services will contain documentation as required by the Standards of Care.

q. Provide Enterprise is the designated client management information system for the Tarrant County Ryan White Program that must be utilized to document client level information, services delivered, and all required data elements. Subrecipients will be required to pay for the Provide Enterprise Licensures for new users and annual maintenance fees per licensee. Subrecipients may utilize RWHAP-related funding such as grant funds, program income (i.e., 340b, insurance reimbursement) and/or other funding sources to pay for licensure fees and annual maintenance fees.

r. Subrecipients assure that all Outpatient/Ambulatory Health Services are diagnostic and therapeutic-related activities are delivered directly to a client by a licensed healthcare provider in an outpatient medical setting. Outpatient medical settings may include: clinics, medical offices, mobile vans, using telehealth/telemedicine technology, and urgent care facilities for HIV-related visits.

s. Subrecipient assures and represents that the person signing this Contract on behalf of Subrecipient is authorized to execute this Contract on Subrecipient's behalf and to legally bind Subrecipient to all Contract terms.

t. Subrecipient will complete and sign **Attachment 2** in compliance with the Federal Executive Order 12549 "Debarment and Suspension".

FAILURE TO COMPLY WITH ANY OF THE ASSURANCES AND REPRESENTATIONS CONTAINED IN THIS SECTION 6 HEREIN AS WELL AS ANY OTHER TERM AND CONDITION OF THIS CONTRACT MAY BE GROUNDS FOR TERMINATION OF THIS CONTRACT AND MAY RESULT IN THE WITHHOLDING OF FUTURE AWARDS. SUBRECIPIENT UNDERSTANDS THAT BY ENTERING INTO THIS CONTRACT COUNTY WILL AUDIT SUBRECIPIENT'S PERFORMANCE OF THIS CONTRACT, INCLUDING SUBRECIPIENT'S COMPLIANCE WITH THE ASSURANCES AND REPRESENTATIONS CONTAINED IN THIS SECTION 6 OF THIS CONTRACT.

7. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

This Contract is subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Privacy Regulations, 45 C.F.R. Parts 160 and 164 issued under said Act.

The parties acknowledge the existence of applicable legal requirements pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act"). Attached to and incorporated in this Agreement as **Attachment 3** is County's standard Business Associate Agreement ("BAA"). Subrecipient acknowledges that for all purposes under the BAA and this Agreement, the County is a "Covered Entity" and Subrecipient is a "Business Associate". Furthermore, Subrecipient agrees to comply with and satisfy all the terms and conditions of the BAA applicable to a Business Associate. Any violation of or failure to satisfy the terms and conditions of the BAA shall be a breach of this Agreement and render this Contract null and void. County will make the decision whether or not documents will be required, and the decision of County will be final. Subrecipient agrees that it will negotiate in good faith an amendment to this Agreement if, and to the extent required by, the provisions of HIPAA and regulations promulgated thereunder, in order to assure that this Agreement is consistent therewith.

8. STANDARDS FOR FINANCIAL MANAGEMENT

a. In accordance with 45 CFR 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, Subrecipient will develop, implement and

maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.

b. A separate cost center will be maintained within the general ledger for each Contract, including a 340b specific cost center. Multiple cost centers may be used, provided the total cost in each of the cost centers equals and supports the reimbursement amount and the total cost reported to Tarrant County. A cost center is defined as a unique series of general ledger accounts established for the purpose of accumulating and categorizing expenses related to a specific cost objective. Each cost center will have a unique revenue account(s) that captures all income generated from these activities performed under a specific cost center. The balances reflected in these accounts will be the basis for monthly payment requests.

c. Subrecipient must maintain an effective accounting system, which will:

(i) Identify and record valid transactions
(ii) Record transactions to the proper accounting period in which transactions occurred
(iii) Describe transactions in sufficient detail to permit proper classification
(iv) Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with Contract requirements
(v) Adequately identify the source and application of funds of each Grant Contract
(vi) Generate current and accurate financial reports in accordance with Contract requirements

d. Subrecipient will provide agency cost allocation plan to Tarrant County Auditor's Office no later than sixty (60) days from effective date of Contract execution.

e. Subrecipient will bill third party payers for services provided under this Contract, at no cost to the client, with the exception of co-payments required by third party payers. These potential payers include private insurance carriers, Medicaid, other available federal, state, local, and private funds, etc. Subrecipient will become a Medicaid provider for applicable program activities funded in this Contract and will maximize efforts to obtain payment from Medicaid and all other available sources.

9. PROGRAM INCOME

Program income is defined as the gross income received by a recipient or subrecipient that is directly generated by a grant supported activity or earned only as a result of a federal award during a contract period. Examples of program income include:

- Funds received by billing public or private health insurance for services provided to eligible Ryan White HIV/AIDS Program ("RWHAP") clients;
- Fees, payments, or reimbursement for the provision of specific services such as client care reimbursements received under Medicare, Medicaid, Children's Health Insurance Program;
- Charges imposed on clients for services, as required by RWHAP Parts A, B, and C legislation (sliding fee scale charges);
- The difference between the third-party reimbursement and the 340b drug purchase price (i.e., 340b revenue).

a. Subrecipients must ensure that drug rebates and program income earned as a result of the RWHAP award are used only for allowable activities and only for purposes of the RWHAP award. See section 2616(g) of the Public Health Service Act and 45 CFR 75.307(e)(2).

b. Subrecipient must use the 'additive' method for expending program income. Under the 'additive' method, program income must be used for the purposes for which the award was made and may only be used for allowable costs under the award.

c. Subrecipients will be required to have a policy and procedure in place for allocating and tracking program income, revenue, and expenditures.

d. Subrecipient will identify all revenues received from performing contract services as "Program Income." Subrecipient must use Program Income for allowable current costs. Subrecipient must budget and expend the Program Income during the budget period in which it is realized.

e. Program income may be expended on any allowable Ryan White core medical or support service category, clinical quality services, or administrative costs as part of a comprehensive system of care for individuals living with HIV.

f. Program income may be utilized to expand services within the allowable scope of the Ryan White grant.

g. Subrecipient will submit a 340b spending/allocation plan to the TCAA within thirty (30) days of Contract execution.

10. PAYER OF LAST RESORT

RWHAP funds may not be used for any item or service to the extent that payment has been made or can reasonably be expected to be made by another payment source.

Subrecipients are expected to vigorously pursue enrollment into health care coverage for which their clients may be eligible (e.g., Medicaid, CHIP, Medicare, state-funded HIV/AIDS programs, employer sponsored health insurance coverage, and/or other private health insurance) to extend finite RWHAP grant resources to new clients and/or needed services.

Prior to billing the County, Subrecipient will have a 3rd party verification system to verify clients' eligibility for payment by Medicaid/Medicare or private insurance. The County will have the right to withhold all or part of any payments otherwise due in order to reconcile third party, Medicaid/Medicare or insurance reimbursable expenses inappropriately billed to the County

11. ALLOWABLE COST

Tarrant County will pay the allowable and reasonable costs incurred in performing the scope of work that are sufficiently documented. Subrecipient must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. Tarrant County will determine whether costs submitted by Subrecipient are allowable, reasonable, and eligible for payment. If Tarrant County has paid funds to Subrecipient for unallowable or ineligible costs, Tarrant County will notify Subrecipient in writing, and Subrecipient shall return the funds to Tarrant County within thirty (30) calendar days of the date of this written notice. Tarrant County may withhold all or part of any payments to Subrecipient to offset reimbursement for any unallowable or ineligible expenditure that Subrecipient has not refunded to Tarrant County, or if financial status report(s) required are not submitted by the due

date(s). Tarrant County may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Subrecipient's repayment obligations.

The Consolidated Appropriations Act, 2025, Public Law 118-83, signed into law on September 26, 2024, restricts the amount of direct salary which may be paid to an individual under an HHS grant, cooperative agreement, or applicable contract to a rate no greater than Executive Level II of the Federal Executive Pay Scale. Effective January 1, 2025, the Executive Level II salary level is $225,700.00.

12. OVERTIME COMPENSATION

Subrecipient may not use Grant funds provided under this Contract for payment of overtime. Subrecipient will be responsible for any overtime pay not authorized by amendment.

13. CONTRACT FUNDING ADVANCES

Subrecipient may request Contract advances in the amounts as described in 45 CFR 75.305(b)(1).

- Subrecipients will submit payment requests every 30 days to reconcile with the contract advances.
- In order to reconcile any Contract advances, Subrecipient must submit a payment request no later than the 22nd day of each month in order to reconcile said Contract advances.
- Subsequent Contract advances shall not exceed the previous advance, less the amount of funds that remains unused from the previous advance.

14. MEETING ATTENDANCE

Subrecipient will attend all required meetings, as specified by the Administrative Agency, including but not limited to: monthly monitoring calls, quality management, technical assistance, and care coordination trainings during the Contract term. Participation in required meetings and trainings will be specific to the position(s) and role(s) of grant funded position(s).

15. REPORTS, INSPECTIONS, AND QM PLANS

a. Subrecipient will submit fiscal, progress, programmatic, and other reports as requested by County in the approved format. Monthly payment requests are due no later than the 22nd day of the following calendar month. If the reporting due date falls on a weekend or holiday, the deadline is extended to no later than 5:00 pm Central Time the first weekday immediately following the weekend or holiday.

b. As required by the HRSA and the County, the Subrecipient will collect, update, maintain and report client level data in a manner consistent with the Uniform Reporting System (URS) based on reporting standards established by HRSA. Subrecipient will collect, update, maintain and report all data consistent for reporting in the annual Ryan White Services Report (RSR), as well as other demographic, medical, service, and other required data elements throughout the Contract period. Subrecipient will also enter all Ryan White eligible services in Provide Enterprise for the Ryan White program, this includes all data on clients receiving services providing using RWHAP not just funded services. Subrecipient will participate in all periodic and ongoing Data Improvement activities required by HRSA and the County.

c. In order to protect and retain client data, Subrecipient will incorporate appropriate procedures, including the systematic creation and maintenance of end-user passwords and other security measures outlined in County policies.

d. Penalties for delinquent reporting may include withholding of payments until such time all reports are received, cancellation of the Contract with no obligation to pay for undocumented services, or both.

e. When state or federal funds are involved, any authorized representatives of the local, state or federal government have the right, at all reasonable times, to inspect or otherwise evaluate the work performed or being performed and the premises in which it is being performed. Subrecipient will participate in and provide reasonable access to facilities for assisting said representatives. All inspections and evaluations will be performed in such a manner as will not unduly delay the work.

f. County payment to Subrecipient does not stop the County from determining that certain costs were ineligible for reimbursement or that Program Income was not spent in accordance with this Contract. If the County determines that a cost the County has paid for is ineligible for reimbursement, the Subrecipient must refund the ineligible amount to the County. Additionally, the County may withhold payment to the Subrecipient in order to:

1. Recoup reimbursement for ineligible expenditures;
2. Recoup ineligible use of Program Income; and
3. Encourage Subrecipient compliance with County's reporting requirements, program objectives, or other requirements relating to the Subrecipient's performance under this Contract.

The County reserves the right to redistribute and reallocate funds when necessary.

g. An audit must be completed if required by 2 CFR Part 200.500-520 and or 45 CFR Part 75.501-520. If the guidance does not require a single audit, the Subrecipient must notify County in writing.

16. PARTICIPANT RECORDS

a. Subrecipient Grants County, HRSA, the Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives, the right of timely and unrestricted access to any books, documents, papers, or other records of Subrecipient pertinent to the Contract, in order to make audit, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access by County fiscal and program personnel for the purpose of reviewing, interviewing, evaluating and monitoring related to such documents. This right includes access to records of for-profit enterprises owned by the Subrecipient and collocated with the non-profit in the same building.

b. County retains the right of access to Subrecipient's records or the right to obtain copies of said records for audit, litigation, or other circumstances that may arise. If this Contract is terminated during the Contract term, County may provide written notice to the Subrecipient requesting that the clients receiving services under this Contract have their cases and copies of their records transferred to another Subrecipient. Upon receiving such notice from County, the Subrecipient will take all necessary and reasonable steps to obtain the written consent of the clients for transfer of their cases. The client's case and records will be transferred to another Subrecipient only with client's written consent. Any disclosure or transfer of records will conform to the confidentiality provisions of this Contract.

c. Subrecipient must have written policies and procedures that address the organization, content, compilation, storage, dissemination, transport and accessibility of client records.

d. These documents will be maintained and retained by the Subrecipient in accordance with state and federal retention schedules. If any litigation, claim, or audit involving these records begins before the retention period expires, the Subrecipient must retain the records and documents in accordance with state and federal retention schedule or until litigation, claims, or audit findings are resolved, whichever is later.

17. **EQUIPMENT AND SUPPLIES**

a. Subrecipient will purchase and maintain any equipment and supplies procured under this Contract in conformity with applicable federal and state laws, regulations, and rules affecting the purchase of these items with Grant funds. All equipment shall be acquired and paid for within the first ninety (90) days of the Grant start date. Failure to purchase equipment will result in loss of availability of funds for the purchase of equipment.

b. "Equipment" means controlled assets or an article of nonexpendable, tangible personal property having a useful lifetime of more than one year with an acquisition cost of $10,000.00 or more. "Controlled assets" regardless of the acquisition cost, are defined as desktop and laptop computers, non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. If Subrecipient uses a cost reimbursement payment method for purchase of equipment, then it shall inventory all equipment. Subrecipient shall initiate in the first quarter of the Contract the purchase of all equipment approved in writing. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter of the Contract will be submitted to the HIV Administrative Agency Manager. If seeking reimbursement for equipment purchases, Subrecipient must receive prior approval for equipment purchases.

c. The Subrecipient will maintain, repair, and protect equipment in order to assure its full availability and usefulness. Subrecipient will insure all equipment at its replacement value against any loss, destruction or damage. In the event the Subrecipient is indemnified, insured, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment provided under this Contract, it will use the proceeds solely for the repair or replacement of this equipment.

d. Subrecipient must attach a detailed, cumulative listing of equipment inventory to Subrecipient's final request for Grant payment. If there have never been any equipment purchases paid for by funds from the County, Subrecipient must attach a statement to that effect. Subrecipient's final billing for each Grant will not be accepted if this inventory or statement is not attached. Additionally, failure to include the inventory listing or statement may result in an audit finding on Subrecipient's monitoring review and/or delay of reimbursement. Audit findings may cause termination of Contract for cause or suspension of payment of funds.

e. The Subrecipient will execute any necessary documents to transfer title of any equipment purchased with funds from this Contract to either the County, or any other party designated by the County; provided, however, that the County may at its option and to the extent allowed by law, transfer title of such property to the Subrecipient.

f. For the purposes of the contract, Subrecipient may not use funds to make payments to intended recipients of service; to purchase a building or facility; or to improve a building or other facility.

18. CONFIDENTIALITY

Subrecipient will maintain a system to protect client records and other Contract records deemed confidential by law from inappropriate disclosure. This system will encompass mechanisms for the protection and confidentiality of all paper and electronic records. Any disclosure of confidential client information by the Subrecipient, including information required by Section 16, will be in accordance with applicable law.

19. ENDING THE HIV EPIDEMIC

Subrecipient will conduct activities focused on addressing the following four (4) goals in compliance with the National Goals to End the HIV Epidemic and demonstrate measurable progress towards the goals.

a. Reduce new HIV infections;
b. Increase access to care and optimize health outcomes for people living with HIV (PLWH);
c. Reduce HIV-related health disparities and health inequities; and
d. Achieve a more coordinated national response to the HIV epidemic.

The HIV Care Continuum, at a minimum, should be used as a basis for planning and assessing outcomes.

Ending the HIV Epidemic requirement of eligibility:

As outlined in Notice of Funding Opportunity HRSA-24-063, the only requirement for determining eligibility for EHE service provision is that the individual has a documented HIV diagnosis. All newly diagnosed clients who are provided any services (whether EHE or RWHAP) in an EHE-funded jurisdiction will be counted as an EHE client.

The following eligibility criteria are specific to Rapid Start: Preliminary or Confirmatory HIV+ diagnosis:

- The client is **Newly Diagnosed**: Testing positive for the first time in the past 12 months or has previously tested positive but has not been in care.
- The client is **Returning to Care**: client who has an HIV diagnosis and has not attended an HIV medical visit in the preceding 6 months, nor evidence of prior labs or medication during the same time period.
- The client is **in care and not virally suppressed** or client is **new to the jurisdiction.** The client is currently served by a subrecipient and has a detectable viral load or the client is transferring care from another jurisdiction.

20. QUALITY MANAGEMENT

a. The Subrecipient will implement and maintain a Quality Management (QM) program which complies with HRSA Clinical Quality Management Policy Clarification Notice #15-02. The Ryan White program requires the establishment of a clinical quality management (CQM) program that assesses the extent to which care and services provided are consistent with federal, state, and local standards of HIV/AIDS care and services, and develops strategies for ensuring that such services are consistent guidelines for improving access to, and quality of HIV Service. The Subrecipient will:

b.

(i) Develop a CQM program that improves patient care, health outcomes, and patient satisfaction, and consists of:
   a. Specific aims based in health outcomes.
   b. Support by identified leadership.
      i. Identification of at minimum one quality lead.
   c. Accountability for CQM activities.
   d. Dedicated CQM resources.
   e. Use of data and measurable outcomes to determine progress and make improvements to achieve the aims cited above.

(ii) Have a CQM committee:
   a. With, at minimum, two client members living with HIV.
   b. That meets at least quarterly, in a stand-alone meeting, with an agenda and meeting minutes.

(iii) A CQM plan:
   a. Detailing at minimum two quality improvement projects (QIP) per calendar year.
   b. Identifying performance measures to be reviewed.
   c. Explaining the CQM infrastructure, training, and capacity within the agency.

(iv) Consistent utilization of data and measurable outcomes to make improvements and measure progress towards improving outcomes across the HIV Continuum of Care; and review performance data at least quarterly.

(v) Dedicate staff responsible for carrying out CQM responsibilities.

(vi) Involve people with HIV that reflect the population that is being served in quality initiatives.

(vii) Focus on linkages to HIV medical care and support services.

(viii) Focus on Viral Load Suppression

(ix) Focus on Retention in HIV medical care and support services.

(x) Conduct ongoing client satisfaction and effectiveness of services, routinely share survey instrument and results with TC HIV-AA, and actively participate in TC HIV-AA client satisfaction initiatives.

(xi) Participate in quality management activities, including participation on a county-wide CQM committee, participation in county-wide CQM initiatives, including needs assessment activities, QIPs, care coordination meetings, and TC HIV-AA patient satisfaction processes.

(xii) Participation by clinical staff in the formulary committee meetings.

Further, the Subrecipient will, upon request, provide evidence that the Quality Management Program is active and on-going. The County may inspect the minutes of the Quality Management Committee; documentation of quality improvement activities/projects and outcomes; and other summary documents related to quality improvement activities.

b. All funded service categories should have two (2) identified performance measures and the corresponding performance measure data collected by the TC-HIVAA. Provide Enterprise is the data collection system for performance measure data to demonstrate health outcomes. The two (2) performance measures which apply to all funded service categories are annual retention in care and viral load suppression.

21. TERMS AND CONDITIONS OF PAYMENT

a. Tarrant County agrees to pay Subrecipient for reimbursable costs under the Grant only to the extent that Grant funds are available. Tarrant County will pay in accordance with the approved budget for each funded category listed in **Attachment 1**.

b. Tarrant County approves and pays payment requests within thirty (30) days of receipt of a complete request. Errors in the payment request, including sufficient documentation, may result in payment delays. It is the responsibility of the Subrecipient to submit a complete and accurate payment request.

c. Subrecipient will submit complete monthly payment requests through Provide Enterprise within 22 days following the end of each month. If the 22nd falls on a weekend or holiday, the deadline for the payment request is extended to no later than 5:00 pm Central Time the first weekday immediately following the weekend or holiday. A final close-out bill may be submitted no later than thirty (30) days following the end of the contract term. Payment requests should be submitted in Provide, and signature pages submitted to the Administrative Agency. To be considered a complete request, the following must be included:

- Cover page signed by the Subrecipient's authorized signatory
- Provide Enterprise payment requests
- Provide Enterprise activity report with monthly service utilization data

The payment request must contain supporting documentation including service utilization reports. The following may be requested to substantiate a reimbursement request:

- General Ledger (monthly, generated from Subrecipient's accounting system); or other supporting documentation acceptable to the Subrecipient
- Timesheets or Payroll Report (monthly, generated from Subrecipient's payroll system) The timesheets must demonstrate time and effort.
- Cost-Based Reimbursement Monthly Expense Report

Payment requests will be reviewed to assure compliance with approved budget, federal cost principles, and contract goals.

d. Subrecipient shall enter client eligibility data into Provide Enterprise within twenty-four (24) hours of conducting eligibility and enter service delivery data into Provide Enterprise within five (5) business days of providing the service.

e. Subrecipient agrees that administrative costs will not exceed the amount listed on the Scope of Work, described in **Attachment 1**.

f. Subrecipient understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of any county, state, or federal entity providing the funds to conduct an audit or investigation in connection with those funds. Entities with the authority to conduct an audit or investigation include, but are not limited to, the Tarrant County Auditor's Office (TCAO), the Texas State Auditor's Office (SAO), or any successor agency to these entities. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the TCAO or SAO must provide the TCAO or SAO with access to any information the TCAO or SAO considers relevant to the investigation or audit. Subrecipient agrees to cooperate fully with the TCAO, SAO, or its successor in the conduct of the audit or investigation, including providing all records requested. Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by Subrecipient through Subrecipient and the requirement to cooperate is included in any Subcontract it awards.

g. Independent Single or Program-Specific Audit. If Subrecipient within Subrecipient's fiscal year, expends a total amount of at least **ONE MILLION DOLLARS ($1,000,000)** in federal funds awarded, Subrecipient shall have a single audit or program-

specific audit in accordance with the 45 CFR 75.501(a). The $1,000,000 federal threshold amount includes federal funds passed through by way of state agency awards. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards.

h. Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Subrecipient shall submit copies to the following:

(i) Tarrant County
Auditor's Office
100 E. Weatherford – RM 506A
Fort Worth, Texas 76196-0103

(ii) Tarrant County Administrative Agency
HIV Administrative Agency Manager at lmuttiah@tarrantcountytx.gov

(iii) Federal Audit Clearinghouse at
https://harvester.census.gov/facweb/faqs.aspx

If Subrecipient fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Subrecipient of an audit report, Subrecipient shall be subject to Tarrant County sanctions and remedies for non-compliance with this Contract.

22. TERMINATION

a. Unless otherwise provided for, this Contract may be terminated by either of the parties by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Termination under these circumstances does not nullify a reimbursable cost incurred for performance prior to the date of termination.

b. This Contract may be terminated by the County in the event that federal or state laws or other requirements should be amended or judicially interpreted so as to render continued fulfillment of this Contract, on the part of either party, impossible. If the parties cannot amend the Contract to continue the services required by this Contract, then, upon written notification by the County to Subrecipient, the parties will be discharged from any further obligations created under the terms of this Contract, except for the equitable settlement of the accrued costs prior to the date of termination.

23. PERSONNEL

a. All personnel funded by this Contract must be employees of Subrecipient, which is solely responsible for the employees' direction and control. Subrecipient's staff will possess education, credentials and work experience specified within the job description, and must meet the minimum standards set forth by local Standards of Care. Any personnel who have direct contact with clients must undergo criminal background checks prior to such direct contact. Subrecipient shall not permit any person who engaged in or was alleged to have engaged in an activity subject to reporting under this section to perform direct client services or have direct contact with clients. Employee positions that become vacant and that remain vacant for sixty (60) days will result in a return of funds.

b. Each personnel file must contain the following:

(i) A copy of the employee's completed criminal background check.
(ii) A copy of the employee's driver's license or official state ID card.
(iii) A signed copy of the employee's job description.
(iv) Relevant signed confidentiality and conflict of interest forms.
(v) A copy of appropriate licensure (if applicable).
(vi) Documentation of annual HIV training updates.
(vii) Form I-9 Employment Eligibility Verification.

24. INDEPENDENT SUBRECIPIENT

Subrecipient is an independent Subrecipient under the terms of this Contract and is not an officer, agent, servant or employee of the County.

25. ENFORCEMENT

It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, will be strictly reserved to the parties, and nothing contained in this Contract will give or allow any claim or right of action whatsoever by any other person not a party to this Contract. This Contract shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Contract will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court; or Tarrant County, Texas if the matter arises in State Court.

26. CONTRACT COMPLIANCE

County may withhold funds or terminate this Contract upon thirty (30) calendar days written notice to the Subrecipient for non-compliance with Contract terms. Non-compliance occurs when a discrepancy is found between the actual delivery of services and what the Contract requires, including the Contract's administrative requirements.

27. GRIEVANCE

Subrecipient agrees to maintain a client grievance procedure that delineates procedures for clients to seek redress for grievances with Subrecipient. The grievance procedure will be prominently displayed on Subrecipient's premises and will state that partial funding for the Subrecipient comes from Grants administered by Tarrant County, Texas. Subrecipient will inform clients that grievances may be presented to Tarrant County Administrative Agency after all remedies with Subrecipient have been exhausted.

28. COMPLIANCE WITH LAWS

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

29. 1295 COMPLIANCE

Subrecipient 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 6**, with the Texas Ethics

Commission as required by law. The electronic 1295 form can be accessed at the following: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

30. PROHIBITION ON BOYCOTT OF ISRAEL

Subrecipient 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.

30. BOYCOTT OF ENERY COMPANIES PROHIBITED

In compliance with Section 2274.002 of the Texas Government Code, Subrecipient verifies that it does not boycott energy companies and will not boycott energy companies during the term of this Contract. "Boycott energy company" is defined in Section 809.001(1) 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).

31. BOYCOTT OF FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS PROHIBITED

In compliance with Section 2274.002 of the Texas Government Code, Subrecipient 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 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) 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.

32. MISCELLANEOUS PROVISIONS

a. Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event,

the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

b. No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the County.

c. Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the County.

d. Execution of Agreement

This Contract may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Contract, and all of which, when taken together, shall be deemed to constitute one and the same contract. The exchange of copies of this Contract and of signature pages by electronic transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

e. Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Subrecipient before this Contract is effective or after it ceases to be effective are performed at the sole risk of Subrecipient with respect to compensation.

33. CONTRACT ATTACHMENTS

a. Attachment 1: **A1-2025014**
b. Attachment 2: Debarment and Suspension Certification
c. Attachment 3: Business Associate Agreement
d. Attachment 4: Pilot Program for Enhancement of Employee Whistleblower Protection
e. Attachment 5: Federal Award Identification Checklist
f. Attachment 6: 1295 Compliance Form

34. NOTICES

All written notices required under this Contract, including proposed amendments, must be addressed and sent to:

COUNTY:

Tarrant County

Address: Tarrant County Administrative Agency
2300 Circle Drive, Suite 2306
Fort Worth, TX 76119
Attn: HIV Administrative Agency Manager

SUBRECIPIENT:

CAN COMMUNITY HEALTH, INC.
4440 Fruitville Road
Sarasota, FL 34232
Attn: Rishi Patel

Remainder of page intentionally blank

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth below.

SIGNED AND EXECUTED this _____ day of _____, 2025.

CAN COMMUNITY HEALTH, INC.
4440 Fruitville Road
Sarasota, FL 34232
Attn: Rishi Patel

By: _____
Rishi Patel (Sep 4, 2025 08:59:07 EDT)

Title: President and CEO

Date: 09/04/25

COUNTY OF TARRANT

STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

James Marvin Nichols
Criminal District Attorney's Office*

*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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF: $_____

_____ Date: _____
Auditor

ATTACHMENT 1, A1-2025014
SCOPE OF WORK

1. Performance Measures

CAN Community Health, Inc. will provide services listed below that meet or exceed the performance goals found at http://hab.hrsa.gov/deliverhivaidscare/habperformmeasures.html, including the number of clients to be served and units of service to be performed for each service category.

Part D FY 25-26 (08/01/2025-07/31/2026)	CURRENT BUDGET		
Service Categories	**$ Amount**	**# Clients**	**# Units**
Administration	$ 8,120.00	-	-
AIDS Pharmaceutical Assistance (LPAP/CPAP)	$ 11,600.00	35	232
Emergency Financial Assistance	$ 5,000.00	2	2
Emergency Financial Assistance - Other	$ 6,600.00	8	8
Housing Services	$ 67,164.00	29	55
Medical Case Management	$ 48,407.00	87	1,073
Medical Transportation	$ 3,480.00	58	290
Mental Health Services	$ 4,350.00	26	43
Other Professional Services - Legal	$ 870.00	2	2
Outpatient/Ambulatory Health Services	$ 68,124.00	43	1,015
Referral for Health Care and Support Services	$ 43,493.00	60	406
Substance Abuse Outpatient Care	$ 4,350.00	14	43

2. Special Provisions

Funding under the Contract for the following budgetary items is contingent upon County receiving the funds through the Health Resources and Services Administration ("HRSA").

Part D FY 25-26 (08/01/2025-07/31/2026)	
Budget Line Item	**Current Budget**
Personnel	$ 133,346.52
Fringe	$ 20,855.81
Travel	$ -
Equipment	$ -
Supplies	$ 17,421.67
Contractual	$ 21,170.00
Other	$ 78,764.00
Subtotal Part D FY 25-26 Budget	$ 271,558.00

Total payments will not exceed $271,558.00, of which $8,120.00 may be used for administrative costs.

3. Conditions of Award

a. EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for

effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/index.html.

b. Eligibility for RWHAP and EHE is required to be determined as follows:

   i. In accordance with HRSA PCN 21-02 RWHAP client eligibility determination requirements, client eligibility is to be conducted upon initial enrollment and as directed by local policy for timely eligibility confirmations to assess changes to income/residency status.
   ii. In accordance with Ending the HIV Epidemic (EHE) eligibility requirements, proof of HIV positivity is needed to complete the EHE Enrollment in Provide Enterprise. Within 45-60 days, a RWHAP eligibility determination will be completed.

c. The following goals are applicable to this Contract for medical providers:

Description	Standard
Viral Load Suppression	90%
Retention in Care	90%
Rapid Start Protocol	Medication initiation within 72 hours of initial diagnosis or upon return to care

d. Subrecipients contracted for Outpatient Ambulatory Health Services (OAHS) will implement Rapid Antiretroviral Therapy (Rapid ART) as a standard practice. The goal is for clients to have access to Rapid ART within 72 hours of diagnosis/reengagement in care. As a condition of award, OAHS subrecipients will submit a Rapid ART Implementation Plan within 45 days of contract execution (template to be provided). Subrecipients must demonstrate progress in reducing the number of days from diagnosis/reengagement to initiation of Rapid ART.

e. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to: www.hrsa.gov/sites/default/files/hrsa/grants/manage/trafficking-persons.pdf. If you are unable to access this link, please contact the Administrative Agency to obtain a copy.

f. This award is subject to the requirements of Section 3300 of the Texas Health and Human Services (HHS), Abuse and Neglect Reporting. For the full text, go to: https://www.hhs.texas.gov/handbooks/family-planning-program-policy-manual/3300-abuse-neglect-reporting. If you are unable to access this link, please contact the Administrative Agency to obtain a copy.

g. This award is subject to the requirements of Section 11 of the DSHS Monitoring Policy 530.001, Reporting Suspected Abuse and Neglect of Children. For the full text, go to: https://hhs.texas.gov/doing-business-hhs/provider-portals/wic-providers/child-abuse-reporting. All staff are required to complete annual child abuse reporting training, and documentation is to be maintained for proof of training.

h. To serve persons most in need and to comply with Federal law, services must be widely accessible. Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. The HHS Office for Civil Rights provides guidance to grant and cooperative agreement recipients on complying with civil rights laws that

prohibit discrimination on these bases. Please see https://www.hhs.gov/civil-rights/for-individuals/index.html.

i. Subrecipient will maintain referral relationships to facilitate individuals' access to HIV-related health services. These referral relationships include public health departments, emergency rooms, substance abuse and mental health treatment programs, detoxification centers, detention facilities, clinics regarding sexually transmitted diseases, homeless shelters, HIV/AIDS counseling and testing sites, health care points of entry specified by eligible areas, federally qualified health centers, immunization centers, Tuberculosis treatment facilities, and other entities constituting points of access to services described in Section 2652(a) of the Ryan White HIV/AIDS Treatment Modernization Act of 2006.

j. The County will review Subrecipient's performance of this Contract. Subrecipient's compliance with the obligations and duties imposed by this Contract will be a factor in any future allocation of Ryan White Grant funds during this Contract Term.

k. Subrecipient will submit an end-of-year program report within sixty (60) days following the close of the contract year, September 29, 2025.

4. Counties to be Served

Hood, Johnson, Parker, and Tarrant.

Debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order.

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name: Rishi Patel

Company: CAN Community Health Inc.

Street Address: 4440 Fruitville Road

City, State, Zip: Sarasota, FL 34232

Phone: 941-366-0461 Ext. 11127

Fax:

Email: RPatel@cancommunityhealth.org

Signature: Rishi Patel (Sep 4, 2025 08:48:07 EDT)

Date: 09/04/25

STATE OF TEXAS §

§ **AMENDED BUSINESS ASSOCIATE AGREEMENT**

COUNTY OF TARRANT §

This Business Associate Agreement ("BA Agreement") is between Tarrant County, Texas, ("COUNTY"), and **CAN Community Health Inc.** ("Business Associate"), for the purpose of complying with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule"), and the Standards for Security of Electronic Protected Health Information (the "Security Rule") promulgated thereunder, and the Health Information Technology for Economic and Clinical Health Act (Division A, Title XIII and Division B, Title IV, of the American Recovery and Reinvestment Act of 2009, Pub. L 111-5) (the "HITECH Act"), and the regulations implementing the HITECH Act and other applicable law with regard to the provision of services to Tarrant County.

Business Associate and COUNTY are engaged in a business relationship whereby Business Associate provides certain services to COUNTY ("Business Relationship").

As part of this Business Relationship, Business Associate performs or assists in performing a function or activity on behalf of COUNTY that involves the use and/or disclosure of Protected Health Information (as defined in 45 CFR § 164.501).

1. Definitions

"Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this agreement shall mean the COUNTY.

"Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and in reference to the party to this agreement, shall mean **CAN Community Health Inc**.

Terms used but not otherwise defined in the BA Agreement shall have the same meaning given to such terms in HIPAA, the HITECH Act, or any implementing regulations promulgated thereunder, including but not limited to the Privacy Rule and the Security Rule.

2. Purpose

Business Associate has a legal and ethical responsibility to safeguard the privacy of individuals and protect the confidentiality of their health information. Business Associate may hear things that relate to Protected Health Information, or read or see computer or paper files containing confidential or Protected Health Information, even though Business Associate may not be directly involved in providing services. Business Associate may create documents containing Protected Health Information if directed to do so by COUNTY. Because Business Associate may have contact with Protected Health Information, COUNTY requests that Business Associate agrees to the following as a condition of Business Associate's assignment.

3. Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in the Business Relationship or this BA Agreement, Business Associate may:

3.1 use and/or disclose Protected Health Information to perform functions, activities, or services for or on behalf of COUNTY, provided that such use and/or disclosure,

(a) would not violate the Privacy Rule if done by COUNTY;

(b) is reasonably limited to the minimum necessary information to accomplish the intended purpose of the use or disclosure;

(c) is in compliance with each applicable requirement of 45 CFR § 164.504(e);

(d) is in compliance with the HITECH Act and its implementing regulations;

3.2 use or disclose Protected Health Information as required by law;

3.3 use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate;

3.4 use Protected Health Information to provide Data Aggregation services relating to the health care operations of COUNTY.

All other uses and/or disclosures not authorized by the Business Relationship or this BA Agreement are prohibited.

3.5 Business Associate agrees to use and disclose confidential information only in the following manner:

(a) Business Associate will provide core medical and support services to eligible patients.

(b) Business Associate will maintain referral relationships as specified in the Community Subrecipient Contract.

(c) Business Associate collects client data and updates to Provide Enterprise and, if applicable, Take Charge Texas (TCT).

4. Responsibilities of Business Associate

With regard to the use and/or disclosure of Protected Health Information, Business Associate agrees:

4.1 not to use and/or disclose Protected Health Information other than as permitted or required by the Business Relationship or this BA Agreement or as Required by Law;

4.2 to use appropriate safeguards to prevent the use and/or disclosure of Protected Health Information other than as provided for by the Business Relationship or this BA Agreement;

4.3 to protect any Protected Health Information taken off-site from COUNTY from disclosure to others, and to return all Protected Health Information in any form to COUNTY or destroy such Protected Health Information in a manner that renders it unreadable and unusable by anyone else, if COUNTY agrees to the destruction;

4.4 to comply with the Security Rule provisions set forth in 45 CFR Part 164, Subpart C, including provisions relating to Security Standards General Rules (45 CFR § 164.306), Administrative Safeguards (45 CFR § 164.308), Physical Safeguards (45 CFR § 164.310), Technical Safeguards (45 CFR § 164.312), Organizational Requirements (45 CFR § 164.314) and Policies and Documentation (45 CFR § 164.316), and to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information Business Associate creates, receives, maintains, or transmits on behalf of COUNTY.

4.5 to report to COUNTY any Security Incident of which it becomes aware within 2 business days, and to report any potential Breach of Unsecured Protected Health Information within 2 business days of discovery. Any such report shall include the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during any such Security Incident or potential Breach. Any such report shall also include all other information known to Business Associate at the time of the report (such as the type of Protected Health Information involved in the event, the nature of the information, etc.) or promptly thereafter as such other information becomes available;

4.6 to notify COUNTY in writing within 2 business days of any use and/or disclosure of Protected Health Information that is not provided for by the Business Relationship or this BA Agreement;

4.7 to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this BA Agreement, or as the result of any Security Incident or potential Breach, using mitigation actions that are disclosed to COUNTY in advance and authorized by COUNTY, all at the sole cost and expense of Business Associate;

4.8 to work cooperatively with COUNTY in connection with COUNTY's investigation of any potential Breach and in connection with any notices COUNTY determines are required as a result, and to refrain from giving any notice itself unless COUNTY expressly agrees in advance and in writing to Business Associate giving notice and to the form, content and method of delivery of such notice, all at the sole cost and expense of Business Associate;

4.9 to ensure that all agents and/or subcontractors that create, receive, maintain or transmit Protected Health Information on behalf of Business Associate agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such Protected Health Information;

4.10 to provide access (at the request of, and in the time and manner designated by COUNTY) to Protected Health Information in a Designated Record Set to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524 and to notify COUNTY of any requests for access it receives from an individual within 2 business days of receipt;

4.11 to make any amendment(s) (at the request of, and in the time and manner designated by COUNTY) to Protected Health Information in a Designated Record Set that COUNTY directs pursuant to 45 CFR § 164.526 and to notify COUNTY of any amendment requests it receives from an individual within 2 business days of receipt;

4.12 to document such disclosures of Protected Health Information and information related to such disclosures as would be required for COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528;

4.13 to provide to COUNTY, in a time and manner designated by COUNTY, information collected in accordance with 4.12 of this BA Agreement, to permit COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528 (and HITECH Act § 13405(c) when such requirements are effective as to COUNTY;

4.14 to the extent Business Associate is to carry out an obligation of COUNTY under the Privacy Rule provisions set forth at 45 CFR Part 164, Subpart E (any such obligation to be carried out only when so directed by COUNTY pursuant to the Business Relationship or this BA Agreement), to comply with the requirements of the Privacy Rule that apply to COUNTY in the performance of such obligation;

4.15 to make its internal practices, books, and records relating to the use and/or disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of COUNTY available to COUNTY;

4.16 to cooperate with any investigation by the Secretary of Health and Human Services, or his agent, or an oversight agency, in a time and manner designated by COUNTY or the Secretary, for purposes of determining if COUNTY or Business Associate is in compliance with the Privacy Rule;

4.17 if Business Associate is aware of a pattern of activity or practice by COUNTY that constitutes a material breach or violation of COUNTY's obligations under this BA Agreement,

(a) to give written notice of such pattern or practice to COUNTY within 2 business days of its discovery and to take reasonable steps to cure the breach or end the violation,

(b) if Business Associate determines that such steps appear to have been unsuccessful, to give COUNTY written notice of such determination and to report the problem to the Secretary and provide COUNTY with a copy of any

such report at least 2 business days in advance of its submission to the Secretary.

5. Responsibilities of COUNTY with Respect to Protected Health Information

If deemed applicable by COUNTY, COUNTY shall:

5.1 provide Business Associate with the notice of privacy practices that COUNTY produces in accordance with 45 CFR §164.520 as well as any changes to such notice;

5.2 provide Business Associate with any changes in, or revocation of, permission by Individual to the use and/or disclosure of Protected Health Information, if such changes affect Business Associate's permitted or required uses and/or disclosures;

5.3 notify Business Associate of any restriction to the use and/or disclosure of Protected Health Information that COUNTY has agreed to in accordance with 45 CFR § 164.522.

6. Sanctions

Business Associate understands that violation of this agreement may result in sanctions, including, but not limited to, termination of the ability to perform services on behalf of COUNTY.

7. Disclosures Required by Law

Nothing in this agreement prevents Business Associate from making a disclosure of Protected Health Information, if required by law to make such a disclosure.

8. Term and Termination

8.1 Term. This agreement will begin on **August 1, 2025** and will terminate when all of the Protected Health Information provided by COUNTY to Business Associate or created or received by Business Associate on behalf of COUNTY is destroyed or returned to COUNTY, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such Protected Health Information, in accordance with 8.3 below, or at termination of the Business Relationship between COUNTY and Business Associate.

8.2 Termination for Cause. COUNTY may immediately terminate the Business Relationship and/or this BA Agreement if COUNTY determines that Business Associate has breached a material term of this BA Agreement.

8.3 Effect of Termination. Upon termination of the Business Relationship and/or this BA Agreement, for any reason, Business Associate agrees to return or destroy all Protected Health Information received from COUNTY, or created or received by Business Associate on behalf of COUNTY. If permitted by COUNTY, Protected Health Information shall be destroyed in a manner that renders it unreadable and unusable by anyone else. Discharge or termination, whether voluntary or not, shall not affect Business Associate's ongoing obligation to safeguard the confidentiality of

Protected Health Information and to return or destroy any such information in Business Associate's possession.

This Section 8.3 shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate.

In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide in writing to COUNTY notification of the conditions that make return or destruction infeasible. Upon mutual written agreement of the Parties, Business Associate shall extend the protections of this BA Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information for as long as Business Associate maintains such Protected Health Information.

9. Miscellaneous

9.1 INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE UNDERLYING AGREEMENT(S), AT BUSINESS ASSOCIATE'S EXPENSE, BUSINESS ASSOCIATE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS COVERED ENTITY AND COVERED ENTITY'S EMPLOYEES (THE "INDEMNITEES") AGAINST ALL DAMAGES, FINES, PENALTIES, COSTS OR EXPENSES (INCLUDING REASONABLE FEES OF ATTORNEYS AND EXPERTS) AND ALL LIABILITY TO THIRD PARTIES ARISING FROM ANY MATERIAL BREACH OF THIS AGREEMENT BY BUSINESS ASSOCIATE OR ITS EMPLOYEES, DIRECTORS, OFFICERS, SUBCONTRACTORS, AGENTS OR OTHER MEMBERS OF BUSINESS ASSOCIATE'S WORKFORCE. BUSINESS ASSOCIATE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

COUNTY MAY EMPLOY ATTORNEYS SELECTED BY IT TO DEFEND ANY SUCH ACTION, THE COSTS AND EXPENSES OF WHICH WILL REMAIN THE RESPONSIBILITY OF BUSINESS ASSOCIATE. COUNTY WILL PROVIDE BUSINESS ASSOCIATE WITH TIMELY NOTICE OF THE EXISTENCE OF SUCH PROCEEDINGS AND SUCH INFORMATION, DOCUMENTS AND OTHER COOPERATION AS REASONABLY NECESSARY TO ASSIST BUSINESS ASSOCIATE IN ESTABLISHING A DEFENSE TO SUCH ACTION.

THESE INDEMNITIES SURVIVE TERMINATION OF THIS BA AGREEMENT, AND COUNTY RESERVES THE RIGHT, AT ITS OPTION AND EXPENSE, TO PARTICIPATE IN THE DEFENSE OF ANY SUIT OR PROCEEDING THROUGH COUNSEL OF ITS OWN CHOOSING.

9.2 Survival. The respective rights and obligations of Business Associate survive the termination of the Business Relationship and/or this BA Agreement.

9.3 Notices. Any notices pertaining to this BA Agreement must be given in writing and will be deemed duly given when personally delivered to a Party or a Party's authorized representative, as listed below, or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid.

A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

If to Business Associate:
CAN Community Health Inc.
4440 Fruitville Road
Sarasota, FL 34232
Attn: Rishi Patel

If to Covered Entity:
Tarrant County
2300 Circle Drive, Suite 2306
Fort Worth, TX 76119
Attn: Grants Manager

9.4 Amendments. This BA Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow COUNTY to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, the HITECH Act and its implementing regulations.

9.5 Interpretation. Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits COUNTY to comply with the Privacy Rule.

9.6 Third Parties. Nothing in this BA Agreement is intended, not shall be deemed, to confer any benefits on any third party.

9.7 Assignments. Neither Party may assign its rights or obligations under this BA Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld.

9.8 Independent Contractor. This BA Agreement does not create any relationship between the Parties other than that of independent parties contracting with each other for the sole purpose of effecting the provisions of this BA Agreement and any other agreements between then evidencing their Business Relationship.

9.9 Governing Law and Venue. This BA Agreement will be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this BA Agreement will be the Fort Worth Division of the Northern District of Texas, if the lawsuit arises in Federal Court, or Tarrant County, Texas, if the matter arises in State Court.

9.10 Third Party Interpretation. This agreement shall not be interpreted to inure to the benefit of a third party not a party to this contract. 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 to any Party to this contract, Party's agent, or Party's employee, otherwise provided by law.

9.11 Form 1295 Compliance. The **CAN Community Health 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.

9.12 Required Attachments. This BA Agreement will be considered incomplete without the submission of the completed Form 1295 as referenced in section 9.11.

COUNTY shall be responsible to include Form 1295, attached as Exhibit A, to this BA Agreement prior to Business Associate review and execution. For the purposes of this BA Agreement, the following statement applies in regard to Form 1295:

☒ Exhibit A is a required component of this BA Agreement. Form 1295 is attached and must be completed prior to approval of this BA Agreement by COUNTY.

☐ The Parties involved in this BA Agreement are governmental entities and are not required by the Texas Ethics Commission to complete their Form 1295.

DEPARTMENT OF HEALTH & HUMAN SERVICES

Health Resources and Services Administration

Office of Federal Assistance Management

Rockville, MD 20857

DEC 2 3 2013

TO: HRSA Grantees

FROM: Chief Grants Management Officer, HRSA
Associate Administrator, OFAM

SUBJECT: Pilot Program for Enhancement of Employee Whistleblower Protection

Congress has enacted many whistleblower protection statutes to encourage employees to report fraud, waste, and abuse. You should be aware that the latest whistleblower protection statutes went into effect on July 1, 2013. The statute, 41 U.S.C. § 4712, applies to all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013) mandates a pilot program entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections." This program requires all grantees, their subgrantees, and subcontractors to:

1. Inform their employees working on any federal award they are subject to the whistleblower rights and remedies of the pilot program;
2. Inform their employees in writing of employee whistleblower protections under 41 U.S.C. § 4712 in the predominant native language of the workforce; and,
3. Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

The statute (41 U.S.C. § 4712) states that an "employee of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following:

- Gross mismanagement of a federal contract or grant;
- A gross waste of federal funds;

- An abuse of authority relating to a federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

- A Member of Congress, or a representative of a Congressional committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An official from the Department of Justice, or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

The requirement to comply with, and inform all employees of, the "Pilot Program for Enhancement of Contract Employee Whistleblower Protections" is in effect for all grants, contracts, subgrants, and subcontracts issued beginning July 1, 2013 through January 1, 2017.

Michael J. Nelson

Federal Award Identification Checklist

(Grants Awarded After 12/26/2014)

		Part C	EHE	Part D
1.	Subrecipient Name	CAN Community Health Inc.	CAN Community Health Inc.	CAN Community Health Inc.
2.	Subrecipient DUNS Number	966571366	966571366	966571366
3.	Federal Award Identification Number (FAIN)	5 H76HA00123-33-00	5 UT8HA33961-06-00	5 H12HA24819-13-00
4.	Federal Award Date	Original Award: December 2023 (Subject to #2 CFR 200)	Original Award: January 2025 (Subject to #2 CFR 200)	August 2025 (Subject to #2 CFR 200)
5.	Subaward Period of Performance Start and End Date	January 1, 2025 - December 31, 2025	March 1, 2025 - February 28, 2026	August 1, 2025 - July 31, 2026
6.	Amount of Federal Funds Obligated by This Action	$0	$0	$271,558
7.	Total Amount of Federal Funds Obligated to the Subrecipient	$436,527	$311,050	$271,558
8.	Total Amount of the Federal Award	$692,356	$2,808,351	$271,558
9.	Federal Award Project Description, as required by FFATA	Ryan White Part C Outpatient EIS Program	Ending the HIV Epidemic: A Plan for America - Ryan White HIV/AIDS Program Parts A and B	Ryan White Part D Women, Infants, Children, Youth and Affected Family Members
10.	Name of Federal Awarding Agency	Health Resources & Service Administration (HRSA)	Health Resources & Service Administration (HRSA)	Health Resources & Service Administration (HRSA)
11.	Pass-Through Entity	Tarrant County	Tarrant County	Tarrant County
12.	Contact Information for Awarding Official	Tarrant County 100 E. Weatherford Street Fort Worth, TX 76196-0001	Tarrant County 100 E. Weatherford Street Fort Worth, TX 76196-0001	Tarrant County 100 E. Weatherford Street Fort Worth, TX 76196-0001
13.	CFDA Number and Name	93.918 Grants to Provide Outpatient Early Intervention Services with Respect to HIV Disease	93.686 Ending the HIV Epidemic: A Plan for America - Ryan White HIV/AIDS Program Parts A and B	93.153 Ryan White Part D Provides HIV/AIDS Services to Women, Infants, Children, Youth and Affected Family Members
14.	Identification if the Award is R&D	N/A	N/A	N/A
15.	Indirect Cost Rate	N/A	N/A	N/A

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2025-1254409

Date Filed:
01/07/2025

Date Acknowledged:

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

CAN Community Health, Inc.
Tampa, FL 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 Administrative Agent

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.

2501560
Ryan White 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. [X]

6 UNSWORN DECLARATION

My name is RISHIKUMAR PATEL, and my date of birth is 6/1/1974.

My address is 1375 SAUTERN DRIVE, FORT MYERS, FL, 33919, USA.
(street) (city) (state) (zip code) (country)

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

Executed in HILLSBOROUGH County, State of FLORIDA, on the 7th day of JANUARY, 2025.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Part D FY25-26 CAN Contract 09 04 25

Final Audit Report 2025-09-04

Created:	2025-09-04
By:	Ginny Garrison (ggarrison@cancommunityhealth.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqD7LjiyiEyj2EEll3KwC1aCTybV95WRA

"Part D FY25-26 CAN Contract 09 04 25" History

Document created by Ginny Garrison (ggarrison@cancommunityhealth.org)
2025-09-04 - 11:29:11 AM GMT

Document emailed to Rishi Patel (rpatel@cancommunityhealth.org) for signature
2025-09-04 - 11:29:18 AM GMT

Email viewed by Rishi Patel (rpatel@cancommunityhealth.org)
2025-09-04 - 12:47:41 PM GMT

Document e-signed by Rishi Patel (rpatel@cancommunityhealth.org)
Signature Date: 2025-09-04 - 12:48:07 PM GMT - Time Source: server

Agreement completed.
2025-09-04 - 12:48:07 PM GMT

Adobe Acrobat Sign

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 7
Department: HIV Adminsitrative Agency	**Prepared By:** Dulce Lozano	**Approved By:** Lisa McKamie-Muttiah

SUBJECT:

Consideration of Amendment No. 1 to the Fiscal Year 2025-2026 Health Resources and Services Administration Ryan White Part D Notice of Award

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider Amendment No. 1 to the FY 2025-2026 Health Resources and Services Administration (HRSA) Ryan White Part D (Part D) Notice of Award (NOA) in the amount of $235,840.00.

BACKGROUND

Tarrant County receives annual grant funding from HRSA to provide a variety of essential core and support services for HIV-positive individuals. The HRSA Ryan White Part D grant funding is used for the provision of family-centered care involving outpatient and ambulatory care for women, infant, children, and youth living with HIV/AIDS in the Fort Worth/Arlington Transitional Grant Area (TGA) which includes the counties of Tarrant, Hood, Johnson, and Parker. Tarrant County HIV Administrative Agency administers the grant funding and subcontracts with community organizations to deliver high-quality services.

On August 19, 2025, the Commissioners Court, through Court Order #145732, approved the FY2025-2026 HRSA Part D NOA in the amount of $330,169.00.

With approval of Amendment No. 1 to the FY 2025-2026 HRSA Part D NOA, grant funding will increase by $235,840.00, for a total of $566,009.00.

The Part D project period is August 1, 2022, through July 31, 2026. The grant budget period is August 1, 2025, through July 31, 2026.

The Criminal District Attorney's Office has reviewed this document as to form.

FISCAL IMPACT

All associated costs will be paid from grant fund allocations in E0025-2026.

Anticipated Administrative Funding: $23,584.00 (Paid by Ryan White Part D)

No match or operating subsidy required.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

County Auditor

Attachments

2. Part D FY25-26 NOA

Department of Health and Human Services
Health Resources and Services Administration

Notice of Award
FAIN# H1224819
Federal Award Date: 08/25/2025

Recipient Information

1. Recipient Name
TARRANT COUNTY HEALTH DEPARTMENT
1101 S Main St
Fort Worth, TX 76104-4802

2. Congressional District of Recipient
12

3. Payment System Identifier (ID)
1756001170A1

4. Employer Identification Number (EIN)
756001170

5. Data Universal Numbering System (DUNS)
068365220

6. Recipient's Unique Entity Identifier
DBH1UNN8U5J3

7. Project Director or Principal Investigator
Lisa McKamie-Muttiah
Project Director
LMuttiah@tarrantcountytx.gov
(817)370-4527

8. Authorized Official

Federal Agency Information

9. Awarding Agency Contact Information
Tsega Nega
Office of Federal Assistance Management (OFAM)
Division of Grants Management Office (DGMO)
tnega@hrsa.gov
(301) 287-0035

10. Program Official Contact Information
Natasha Colthirst
HIV/AIDS Bureau (HAB)
ncolthirst@hrsa.gov
(301) 443-4656

Federal Award Information

11. Award Number
6 H12HA24819-13-01

12. Unique Federal Award Identification Number (FAIN)
H1224819

13. Statutory Authority
42 U.S.C. § 300ff-71; 300ff-121

14. Federal Award Project Title
Ryan White Title IV Women, Infants, Children, Youth and Affected Family Members AIDS Healthcare

15. Assistance Listing Number
93.153

16. Assistance Listing Program Title
Coordinated Services and Access to Research for Women, Infants, Children, and Youth

17. Award Action Type
Administrative

18. Is the Award R&D?
Yes

Summary Federal Award Financial Information

19. Budget Period Start Date 08/01/2025 - End Date 07/31/2026	
20. Total Amount of Federal Funds Obligated by this Action	$181,777.00
20a. Direct Cost Amount	
20b. Indirect Cost Amount	$0.00
21. Authorized Carryover	$0.00
22. Offset	$54,063.00
23. Total Amount of Federal Funds Obligated this budget period	$511,946.00
24. Total Approved Cost Sharing or Matching, where applicable	$0.00
25. Total Federal and Non-Federal Approved this Budget Period	$566,009.00
26. Project Period Start Date 08/01/2022 - End Date 07/31/2026	
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	$2,158,691.00

28. Authorized Treatment of Program Income
Addition

29. Grants Management Officer – Signature
Adejumoke Oladele on 08/25/2025

30. Remarks

A printer version document only. The document may contain some accessibility challenges for the screen reader users. To access same information, a fully 508 compliant accessible HTML version is available on the HRSA Electronic Handbooks. If you need more information, please contact HRSA contact center at 877-464-4772, 8 am to 8 pm ET, weekdays.

HRSA
Health Resources & Services Administration

Notice of Award
Award Number: 6 H12HA24819-13-01
Federal Award Date: 08/25/2025

HIV/AIDS Bureau (HAB)

31. APPROVED BUDGET: (Excludes Direct Assistance)

[X] Grant Funds Only

[ ] Total project costs including grant funds and all other financial participation

a.	Salaries and Wages:	$45,372.00
b.	Fringe Benefits:	$18,068.00
c.	Total Personnel Costs:	$63,440.00
d.	Consultant Costs:	$0.00
e.	Equipment:	$0.00
f.	Supplies:	$250.00
g.	Travel:	$260.00
h.	Construction/Alteration and Renovation:	$0.00
i.	Other:	$2,424.00
j.	Consortium/Contractual Costs:	$499,635.00
k.	Trainee Related Expenses:	$0.00
l.	Trainee Stipends:	$0.00
m.	Trainee Tuition and Fees:	$0.00
n.	Trainee Travel:	$0.00
o.	TOTAL DIRECT COSTS:	$566,009.00
p.	INDIRECT COSTS (Rate: % of S&W/TADC):	$0.00
	i. Indirect Cost Federal Share:	$0.00
	ii. Indirect Cost Non-Federal Share:	$0.00
q.	TOTAL APPROVED BUDGET:	$566,009.00
	i. Less Non-Federal Share:	$0.00
	ii. Federal Share:	$566,009.00

32. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:

a.	Authorized Financial Assistance This Period	**$566,009.00**
b.	Less Unobligated Balance from Prior Budget Periods	
	i. Additional Authority	$0.00
	ii. Offset	$54,063.00
c.	Unawarded Balance of Current Year's Funds	$0.00
d.	Less Cumulative Prior Award(s) This Budget Period	$330,169.00
e.	AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	**$181,777.00**

33. RECOMMENDED FUTURE SUPPORT:
(Subject to the availability of funds and satisfactory progress of project)

YEAR	TOTAL COSTS
Not applicable	

34. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)

a. Amount of Direct Assistance	$0.00
b. Less Unawarded Balance of Current Year's Funds	$0.00
c. Less Cumulative Prior Award(s) This Budget Period	$0.00
d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	**$0.00**

35. FORMER GRANT NUMBER

36. OBJECT CLASS
41.51

37. BHCMIS#

38. THIS AWARD IS BASED ON THE APPLICATION APPROVED BY HRSA FOR THE PROJECT NAMED IN ITEM 14. FEDERAL AWARD PROJECT TITLE AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE AS:
a. The program authorizing statue and program regulation cited in this Notice of Award; b. Conditions on activities and expenditures of funds in certain other applicable statutory requirements, such as those included in appropriations restrictions applicable to HRSA funds; c. 45 CFR Part 75; d. National Policy Requirements and all other requirements described in the HHS Grants Policy Statement; e. Federal Award Performance Goals; and f. The Terms and Conditions cited in this Notice of Award. In the event there are conflicting or otherwise inconsistent policies applicable to the award, the above order of precedence shall prevail. Recipients indicate acceptance of the award, and terms and conditions by obtaining funds from the payment system.

39. ACCOUNTING CLASSIFICATION CODES

FY-CAN	CFDA	DOCUMENT NUMBER	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
25 - 3770892	93.153	22H12HA24819	$181,777.00	$0.00	N/A	22H12HA24819

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e.,created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit https://grants3.hrsa.gov/2010/WebEPSExternal/Interface/common/accesscontrol/login.aspx to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

1. This Notice of Award provides the balance of fiscal year 2025 (FY25) funding based on HRSA's FY25 appropriations and budget allocations. All previously conveyed terms and conditions remain in effect unless specifically removed.
2. $265302 is designated under the Minority AIDS Initiative to support the elimination of racial and ethnic disparities in the delivery of comprehensive, culturally and linguistically appropriate care and services for women, infants, children and youth.
3. By applying for or accepting federal funds from HHS, recipients certify compliance with all federal antidiscrimination laws and these requirements and that complying with those laws is a material condition of receiving federal funding streams. Recipients are responsible for ensuring subrecipients, contractors, and partners also comply.
4. Applicable Regulations – Prior to October 1, 2025, the recipient agrees this award will be subject to 45 C.F.R. Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards), with the exception of eight flexibilities HHS adopted on October 1, 2024, from 2 C.F.R. Part 200. See 2 C.F.R. § 300.1 (Adoption of 2 C.F.R. Part 200). After October 1, 2025, this award will be subject to all applicable provisions of 2 C.F.R. Parts 200 and 300 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).
5. The Recipient hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, as amended (codified at 42 U.S.C. 2000d *et seq.),* and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80); Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. 794), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84); Title IX of the Education Amendments of 1972, as amended (codified at 20 U.S.C. § 1681 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part **86);** The Age Discrimination Act of 1975, as amended (codified at 42 U.S.C. § 6101 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91); and Section 1557 of the Patient Protection and Affordable Care Act, as amended (codified at 42 U.S.C. § 18116), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 92).
6. Funding beyond this budget period is contingent upon the availability of appropriated funds for this program, recipient satisfactory performance, program authority, compliance with the Terms and Conditions of the award, and a decision that continued funding is in the best interest of the Federal government.
   This award action is based on HRSA's approval of the recipient's application and any modifications at the time of this award. Continued support for this award may be subject to other programmatic considerations to the extent permitted by law, including, but not limited to, Administration priorities and court orders.
   Should additional federal funds not be available and/or shifting priorities affect the programmatic objectives of this award, the recipient will work with HRSA to revise any workplan tasks and budget in accordance with 45 CFR 75.308 (Revision of budget and program plans).
7. Prior to October 1, 2025, this award is subject to the termination provisions at 45 C.F.R. 75.372. Starting on October 1, 2025, this award is subject to the termination provisions at 2 C.F.R. 200.340. Pursuant to 2 C.F.R. 200.340, the recipient agrees by accepting this award that continued funding for the award is contingent upon the availability of appropriated funds, recipient satisfactory performance, compliance with the Terms and Conditions of the award, and a decision by the agency that the award continues to effectuate program goals or agency priorities.
8. By accepting this award, including the obligation, expenditure, or drawdown of award funds, recipients, whose programs are covered by Title IX, certify as follows:
   • Recipient is compliant with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et seq., including the requirements set forth in Presidential Executive Order 14168 titled Defending Women From Gender Ideology Extremism and Restoring

Biological Truth to the Federal Government, and Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq., and Recipient will remain compliant for the duration of the Agreement.

• The above requirements are conditions of payment that go the essence of the Agreement and are therefore material terms of the Agreement.

• Payments under the Agreement are predicated on compliance with the above requirements, and therefore Recipient is not eligible for funding under the Agreement or to retain any funding under the Agreement absent compliance with the above requirements.

• Recipient acknowledges that this certification reflects a change in the government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this Agreement.

• Recipient acknowledges that a knowing false statement relating to Recipient's compliance with the above requirements and/or eligibility for the Agreement may subject Recipient to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001.

9. This Notice of Award provides the offset of an unobligated balance in the amount of $54,063 from the 08/01/2023-07/31/2024 budget period to the current budget period. Please be advised that if the final resolution of the audit determines that the unobligated balance of Federal Funds is incorrect, HRSA is not obligated to make additional Federal Funds available to cover the shortfall.

Reporting Requirement(s)

1. **Due Date: Within 60 Days of Award Issue Date**
   Submit a Ryan White HIV/AIDS Program Allocation Report, within 60 days after the start of the budget period.

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

All prior terms and conditions remain in effect unless specifically removed.

Contacts

NoA Email Address(es):

Name	Role	Email
Lisa Mckamie-Muttiah	Program Director	lmuttiah@tarrantcountytx.gov

Note: NoA emailed to these address(es)

All submissions in response to conditions and reporting requirements (with the exception of the FFR) must be submitted via EHBs. Submissions for Federal Financial Reports (FFR) must be completed in the Payment Management System (https://pms.psc.gov/).

SIGNED AND EXECUTED this _____ day of _____, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

James Marvin Nichols
Criminal District Attorney's Office*

*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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____ Date: _____
Auditor

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Department: Human Resources **Prepared By:** Glorimar Lugo Ortiz **Approved By:** Roxie Held

SUBJECT:

Consideration of the Benefit Program Application for the Medicare Advantage HMO and PPO with Prescription Drug Benefit Group Plan Between Blue Cross and Blue Shield of Texas and Tarrant County

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the Benefit Program Application for the Medicare Advantage HMO and PPO with Prescription Drug Benefit Group Plans between Blue Cross and Blue Shield of Texas (BCBSTX) and Tarrant County, effective January 1, 2025.

BACKGROUND

On August 20, 2024, the Commissioners Court approved the transition of Tarrant County's Medicare Advantage Prescription Drug (MAPD) Plans for Medicare-eligible retirees and dependents from UnitedHealthcare to Blue Cross and Blue Shield of Texas (BCBSTX), effective January 1, 2025.

The Medicare Advantage HMO and PPO with Prescription Drug Benefit Plans are fully insured group plans offered through BCBSTX and include integrated Medicare Part D prescription drug coverage. These plans provide comprehensive medical and pharmacy benefits administered in compliance with Centers for Medicare and Medicaid Services (CMS) requirements.

The Benefit Program Application establishes the terms and conditions under which BCBSTX will administer these plans and ensures continuity of retiree health coverage without disruption for plan year 2025.

The Benefit Program Application has been reviewed and approved by the Public Employee Benefits Cooperative (PEBC) and approved as to form by the District Attorney's Office.

FISCAL IMPACT

Plan costs for healthcare benefits for retirees and their dependents are included in the benefits budget established for Plan Year 2025.

Attachments

BenefitProgramApplicationPY2025_TarrantCounty.pdf

Blue Cross Group Medicare Advantage℠

Blue Cross Group MedicareRx℠

BENEFIT PROGRAM APPLICATION ("BPA") For GROUP MAPD/PDP PLANS

ACCOUNT INFORMATION (TO BE COMPLETED BY THE PLAN)

Account Status: New ☑ Renewal ☐ Off-Cycle Change: Yes ☐ No ☑	Current Non-Medicare Group Customer: Yes ☑ No ☐
Account Number (6-digits):	Group Number(s): PTX00034-PPO ; HTX00034-HMO
Sub-Group Number(s) (if applicable):	
Policy Effective Date: 01/01/2025	Policy Anniversary Date: 01/01
Legal Account Name: Tarrant County	
CMS Contract Number: H0107	Region: TX
Plan Benefit Package (PBP) Code Number: 802	
Plan/Product Description: Standard ☑ Custom ☐	
Group Administration Document (GAD) MA/MAPD Provided: Yes ☑ No ☐	

GROUP INFORMATION

Legal Name of Applicant/Employer and d/b/a if any:

Tarrant County

Check One: Employer ☑ Union ☐ Trustee of a Fund ☐ Other ☐

(Specify the employer, labor organization, or trust applying for coverage. An employee benefit plan may not be named.)

Employer Identification Number (EIN): SIC:	Public Entity: Yes ☑ No ☐

Blue Cross Group MedicareRx (PDP) is a prescription drug plan provided by HCSC Insurance Services Company (HISC), an Independent Licensee of the Blue Cross and Blue Shield Association. A Medicare-approved Part D sponsor. Enrollment in HISC's plan depends on contract renewal. Blue Cross Group Medicare Advantage HMO and PPO employer/union group plans provided by Health Care Service Corporation, a Mutual Legal Reserve Company (HCSC). HCSC is a Medicare Advantage organization with a Medicare contract. Enrollment in these plans depends on contract renewal.

Employer Organization Type (check one):

☐ State Government ☑ Local Government ☐ Publicly Traded Organization ☐ Privately Held Organization	☐ Non-Profit ☐ Church Group ☐ Other:

Nature of Business:

GROUP INFORMATION (continued)

Primary (Mailing) Address (location where Employer is domiciled):

100 E. Weatherford, Suite 301

City:	State:	ZIP Code:
Ft. Worth	TX	76196

Administrative Contact:	Title:
Roxie Held	Executive Director
Phone Number: (817) 704-5628	FAX Number: (___) ___-____

Email Address:
ExecDirector@pebcinfo.com

Physical Address (if different from Primary - required):

City:	State:	ZIP Code:

Contact:

Subsidiary Companies:

Subsidiary Address:

City:	State:	ZIP Code:

Billing Contact:

Email:

Phone Number:	FAX Number:
(___) ___-____	(___) ___-____
Affiliated Companies:	Location(s):

ERISA Plan:	If yes, specify ERISA plan year: (mm/dd/yyyy)
N/A	

ERISA Plan Administrator:

Plan Administrator Address:

City:	State:	ZIP Code:

EMPLOYER GROUP BROKER FEE

If checked below, Employer instructs that as part of the services provided by HCSC, HCSC is authorized to administer payment of Employer's fee, in the amount set forth by Employer below ("Employer's Broker Fee"), to a Broker entity for services performed on behalf of Employer (not on HCSC's behalf).

☐ If this blank is completed and the terms for payment are fully set out below, Employer directs HCSC to pay a fee to Employer's Broker on behalf of Employer and HCSC hereby agrees to pay such fee in accordance with the terms set forth herein. Employer acknowledges that Employer's Broker Fee is reflected in the rates set forth in this BPA. HCSC will administer the payments to Employer's Broker pursuant to Employer's directions and the schedule and in the amounts described herein and will not administer a payment in response to invoices which may be received from Employer's Broker. The parties further acknowledge and agree that HCSC shall not be obligated to administer the payment of any of Employer's Broker Fees until HCSC has received payment in full under the Contract. Any dispute regarding the amount of Employer's Broker Fee or the terms under which it should be paid is between Employer and Employer's Broker. If Broker Fee is paid per the terms below but Employer determines it is incorrect, Employer agrees to reimburse HCSC for such Broker Fee payments and Employer may recover directly from the Broker, if applicable under Employer's agreement with Broker. Employer acknowledges and agrees that HCSC will discontinue administering payments to Employer's Broker at the earliest of the following: (a) the termination of the Contract, (b) as mutually agreed by HCSC and Employer, (c) upon ninety (90) days' notice from Employer, or (d) upon five (5) days' notice from HCSC to Employer.

Note: The Employer Group Broker Fee described below is not HCSC Medicare sales or marketing Compensation, as those terms are defined in CMS Medicare regulations and guidance. HCSC continues to require licensure, Medicare Certification, and appointment for any producer who sells or markets Medicare Plans on HCSC's behalf, as set out in the Producer of Record section of this BPA, above.

Amount of Employer's Broker Fee to be paid:

Timing of Employer's Broker Fee payment:

☐ monthly ☐ quarterly ☐ annually ☐ other (specify_____)

Additional instructions to HCSC on Broker Fee payment:

Contact information to whom Employer's Broker Fee is to be paid:

Name:

Street Address:

City:	State:	ZIP Code:
		____ ____ ____ ____ ____

Phone Number:	Date:
(____ ____ ____)____ ____ ____ –____ ____ ____ ____	

PRODUCER OF RECORD INFORMATION

Please provide the information requested below on all Producers/Agencies to whom commissions are to be paid. Producers/Agencies must be appointed to do business with HCSC and Medicare Certified for sale of MAPD Plans.The Producer's or Agency's name(s) must exactly match the name(s) on record with HCSC.

Only one (1) Producer/Agency can receive commission from Medicare Plan for this Medicare group plan. If a Producer is affiliated with a General Agent, the General Agent for the Producer listed below may receive override compensation from Medicare Plan.

Producer/Agency name to whom commissions are to be paid (if Medicare Certified and Eligible for Payment):		
Producer Number of Producer or ☐ Agency ☐ :		
Street Address:		
City:	State:	ZIP Code: ____ ____ ____ ____ ____
Phone Number: (____ ____ ____) ____ ____ ____ – ____ ____ ____ ____	FAX Number: (____ ____ ____) ____ ____ ____ – ____ ____ ____ ____	
Email Address:		
Is Producer/Agency Medicare Certified with HCSC? Yes ☐ No ☐		
General Agent's Signature:	Date:	
Producer Agency Representative:	Signature of Employer/Authorized Purchaser:	
Signature of Producer Agency Representative:	Title:	
Producer Agency Name:	Date:	Witness:
Producer Steet Address:	Phone Number: (____ ____ ____) ____ ____ ____ – ____ ____ ____ ____	
City:	State:	ZIP Code: ____ ____ ____ ____ ____
Contracted Producer Tax ID Number:	Amount Submitted (for initial enrollment only): $	
HCSC Sales Representative:	District/Cluster:	
Other Information:		

ACTUARIAL AUTHORIZATION - INTERNAL USE ONLY	
Date BPA approved by Actuary:	Actuary:
Benefit program and premium notification letter included: Yes ☐ No ☐	Date of Letter:

SCHEDULE OF ELIGIBILITY	
1	**Standard Eligibility Provisions:**
	Retirees. Employer has determined that Eligible Person means a retiree who was enrolled in the Employer's health plan while an active employee, and meets CMS eligibility criteria to enroll in the Medicare Plan (e.g., entitled to Part A and enrolled in Part B).
	NOTE: Medicare Plan reserves the right to deny coverage for any group in which less than 51% of the Eligible Persons live in the geographical service area of Medicare Plan's provider network.
2	**Employer has determined the following are also eligible (check all that apply):**
	☑ **Dependents of Retirees.** Eligible retirees' spouses, children, and Civil Union Partners (as defined in Employer's Policy) who are Medicare Eligible, meet CMS eligibility criteria to enroll in the Medicare Plan (e.g., entitled to Part A and enrolled in Part B), and for those of retired employees, were formerly covered by the group health plan. ☐ **Domestic Partners.** Domestic Partners, as defined in the Policy, who are Medicare Eligible, meet CMS eligibility criteria to enroll in the Medicare Plan (e.g., entitled to Part A and enrolled in Part B), and for those of retired employees, were formerly covered by the group health plan. The Employer is responsible for providing notice of possible tax implications to those retirees with Domestic Partner Coverage. ☐ **Other:**
	Are any classes of employees or retirees to be excluded from coverage? Yes ☐ No ☐
	If yes, please identify the classes and describe the exclusion:
	NOTE: The Medicare Plan reserves the right to disapprove class exclusion if prohibited under applicable law.
3	**The Limiting Age for covered children (if applicable):** Covered child means a natural child, a stepchild, an eligible foster child, an adopted child (including a child involved in a suit for adoption,) a child for whom the Insured is the legal guardian, under twenty-six (26) years of age, regardless of presence or absence of a child's financial dependency, residency, student status, employment status (if applicable under the Policy), marital status, or any combination of those factors. If the covered child is eligible military personnel, the Limiting Age is thirty (30) years as described in the Certificate Booklet. To cover children age twenty-six (26) or over, Employer may select option (a) or (b) below: (a) ☐ Limiting Age for covered children age twenty-six (26) or over, who are ☐ married ☐ unmarried ☐ regardless of marital status, is ____ years [twenty-seven (27) - thirty (30) are the available options]. If the covered child is eligible military personnel, the Limiting Age is thirty (30) years as described in the Certificate Booklet. (b) ☐ Limiting Age for covered children who are full-time students and age twenty-six (26) or over, who are ☐ married ☐ unmarried ☐ regardless of marital status, is ____ years [twenty-seven (27) - thirty (30) are the available options]. If the covered child is eligible military personnel, the Limiting Age is thirty (30) years as described in the Certificate Booklet.

SCHEDULE OF ELIGIBILITY (continued)	
4	Coverage will terminate at the end of the period for which premium has been accepted. However, coverage shall be extended due to a leave of absence in accordance with any applicable federal or state law.

CURRENT ELIGIBLE POPULATION INFORMATION		
1	Total Number of Employees (not including Dependents) on payroll:	
2	Total Number declining coverage (not covered elsewhere):	
3	Total Number of Retirees (not including Dependents):	
4	Total Number of Employees Eligible for Medicare (not including Dependents):	
5	Total Number of Retirees Eligible for Medicare (not including Dependents):	
6	Total Number (or estimate) of Dependents Eligible for Medicare (if applicable):	
7	Total Number of expected enrollees in the Medicare Plan:	899
Employer's Open Enrollment Period: 10/07/2024-10/18/2024		
If non-calendar year plan, provide renewal date:		

BENEFIT PLAN OPTIONS

Late Enrollment Penalty (LEP) attestation for enrollees*: Global ☑ Partial ☐

*****Employer please note whether you certify (either globally as to all enrollees or partially as to a subset of enrollees) that Eligible Persons had prior creditable Part D prescription drug coverage, and therefore should not be subject to any CMS Late Enrollment Penalty.

Person/entity responsible for paying LEP: Employer ☐ Group Member ☑

Medicare Benefit Plan Options (check all that apply):

- ☐ Medicare Prescription Drug Plan (PDP)
- ☑ Medicare Advantage Prescription Drug (MAPD) Plan (HMO)
- ☑ Medicare Advantage Prescription Drug (MAPD) Plan (PPO)
- ☐ Medicare Advantage ONLY*

* If you select Medicare Advantage ONLY, enrollees will not have coverage for Part D prescription drugs at the pharmacy (retail or mail order), but Part B drugs will be covered under the medical benefit (in the doctor's office, hospital, clinic, etc., but not in a pharmacy).

Additional coverage options (check all that apply):

- ☑ Vision
- ☑ Hearing
- ☑ Fitness Program
- ☐ Dental Coverage
- ☑ Over-the-Counter benefits (OTC Medicine and supplies)
- ☑ Wellness Incentives & Rewards

Comments:

RATES

For the current year's premium and rate information, and benefit package selected, refer to the accepted finalized new group rates letter ("Letter") or the renewal exhibit ("Exhibit") for complete details. The Letter, or Exhibit, shall be incorporated by reference and made part of the BPA and Group Administration Document.

1 **FUNDING ARRANGEMENT:**

☑ Premium – Prospective

☐ Other (if approved in advance): Please specify:

2 **PAYMENT METHOD:** Employer chooses one of the following three methods of paying premiums as described in the Rate Letter:

☑ Employer Pays full amount directly to Medicare Plan (Employer may in its discretion collect some or a portion from Participants, according to its policies, but need not indicate that amount herein).

☐ Eligible Person/Participant Pays full amount directly to Medicare Plan.

☐ Split: Employer has determined the flat amount or percentage of contribution as outlined in the table below. Employer pays its portion directly to Medicare Plan; Eligible Person/Participant pays its portion directly to Medicare Plan.

PRODUCT DESCRIPTION	TOTAL MONTHLY PREMIUM	MONTHLY EMPLOYER CONTRIBUTION IF SPLIT METHOD IS CHECKED ABOVE
MA/PD		
Plan 1 PPO	**$** 260	**% or $**
Plan 2 HMO	**$** 130	**% or $**
Plan 3 Rate guaranteed 01/01/25-01/01/29	**$**	**% or $**
PDP		
Plan 1	**$**	**% or $**
Plan 2	**$**	**% or $**
Plan 3	**$**	**% or $**
MA ONLY		
Plan 1	**$**	**% or $**
Plan 2	**$**	**% or $**
Plan 3	**$**	**% or $**

3 Premium must be paid in accordance with the timeframes set out in Section III of the Group Administration Document for Medicare Group Plans. If not paid within the stated time, Medicare Plan can cancel coverage for non-payment in accordance with Sections III and IV of the Group Administration Document.

4 Medicare Plan will give sixty (60) days prior written notification to Employer for change of premium rates, in accordance with the terms of Section III (F) of the Group Administration Document.

5 HCSC reserves the right to change premium rates when a substantial change occurs in the number or composition of subscribers covered. A substantial change will be deemed to have occurred when the number of subscribers covered changes by ten percent (10%) or more over a thirty (30) day period or twenty five percent (25%) or more over a ninety (90) day period.

BILLING SPECIFICATIONS

Retirees Listed: alphabetically ☐ by location ☐

If by location, list locations including location numbers if applicable:

Billing Method for Employer Payments (check one): Paper Bill ☐ Electronic pdf ☐ Excel version ☐
(Billing Method for Participant Payments will be selected by each Participant upon enrollment.)

Billing Contact: Roxie Held

Billing Street Address:
100 E. Weatherford, Suite 301

City:	State:	ZIP Code:
Ft. Worth	TX	76196

Billing Phone Number:	Billing Email Address:
(817) 704-5628	ExecDirector@pebcinfo.com

ID CARD DELIVERY

Medicare Plan will mail ID Cards to each Participant's address on file with Medicare Plan.

OTHER PROVISIONS

1	This BPA is incorporated into and made a part of the Contract entered into and agreed upon by the Medicare Plan and the Employer. Contract means the Group Administration Document, the Benefit Program Application, and any other applications, Evidence of Coverage, riders, enclosures, attachments, appendices, addenda, exhibits, and amendments thereto.
2	Changes in state or federal law or regulations or interpretations thereof may change the terms and conditions of coverage.
3	Employer represents and warrants that this BPA includes retiree-only plans and excepted benefits that are not subject to some or all of the provisions of Part A (Individual and Group Market Reforms) of Title XXVII of the Public Health Service Act (and/or related provisions in the Internal Revenue Code and Employee Retirement Income Security Act) (an "exempt plan status"). In no event shall the Medicare Plan be responsible for any legal, tax or other ramifications related to Employer's representation of exempt plan status. Employer shall indemnify and hold harmless the Medicare Plan and its directors, officers and employees against any and all loss, liability, damages, fines, penalties, taxes, expenses (including attorneys' fees and costs) or other costs or obligations resulting from or arising out of any claims, lawsuits, demands, governmental inquiries or actions, settlements or judgments brought or asserted against the Medicare Plan in connection with exempt plan status or any provision of inaccurate information. Changes in state or federal law or regulations or interpretations thereof may change the terms and conditions of coverage.
4	All terms of any existing BPA as amended from time to time shall remain in force and effect. For the purposes of this Contract, the term "existing BPA" includes any other BPA for commercial group coverage, Schedule of Specifications and/or Group Agreement signed by the Employer, and any subsequent Schedules of Specifications and/or Group Agreements and amendments thereto.

I UNDERSTAND AND AGREE THAT:	
1	A minimum participation of two (2) Participants must be maintained under the MA-PD Plan(s) elected. With regard to MA-PD Plan(s), a substantial change in enrollment will be deemed to have occurred when the number of covered Participants changes by 10% or more over a 30-day period or 25% or more over a 90-day period.
2	Producer Statement (if applicable): I certify that I have reviewed all enrollment materials. I have also advised the employer that I have no authority to bind these coverages, to alter the terms of the Contract(s), this BPA or enrollment material in any manner or to adjust any claims for benefits under the Contract(s).
3	The Medicare Plan will report the value of all remuneration by the Medicare Plan to ERISA plans with 100 or more participants for use in preparation of ERISA Form 5500 schedules. Reporting will also be provided upon request to non-ERISA plans or plans with fewer than 100 participants. Reporting will include base commissions, bonuses, incentives, or other forms of remuneration for which your agent/ consultant is eligible for the sale or renewal of self-funded and/or insured products.
4	The undersigned person represents that he/she is authorized and responsible for purchasing coverage on behalf of the employer and by signing this BPA, Employer agrees to the terms of the Contract. It is understood that the actual terms and conditions of coverage are those contained in the Contract into which this BPA shall be incorporated at the time of acceptance by the Medicare Plan.
5	The Employer's Benefit Program Application must pre-date the pre-requested Policy Effective Date and be received by the Medicare Plan at its home office, 300 E Randolph Street, Chicago, IL, 60601, no less than ninety (90) days prior to the requested Effective Policy Date.

	Roxie Held Roxie Held (Sep 3, 2025 14:34:00 CDT)
Authorized Medicare Plan Representative	Signature of Authorized Purchaser
	Executive Director
Title	Title
	600 Six Flags Dr Arlington, TX 76011
Address	Address
	09/03/2025
Date	Date
Agent Representative (if applicable)	

PROXY

If Employer selects a Medicare plan offered by Health Care Service Corporation, a Mutual Legal Reserve Company, or any successor thereof ("HCSC"), the undersigned hereby appoints the Board of Directors of Health Care Service Corporation, a Mutual Legal Reserve Company, or any successor thereof ("HCSC"), with full power of substitution, and such persons as the Board of Directors may designate by resolution, as the undersigned's proxy to act on behalf of the undersigned at all meetings of members of HCSC (and at all meetings of members of any successor of HCSC) and any adjournments thereof, with full power to vote on behalf of the undersigned on all matters that may come before any such meeting and any adjournment thereof. The annual meeting of members shall be held each year in the corporate headquarters on the last Tuesday of October at 12:30 p.m. Special meetings of members may be called pursuant to notice mailed to the member not less than 30 nor more than 60 days prior to such meetings. This proxy shall remain in effect until revoked in writing by the undersigned at least 20 days prior to any meeting of members or by attending and voting in person at any annual or special meeting of members. This proxy is not applicable to a Medicare plan offered by a subsidiary or affiliate of HCSC.

Group Number:	**By:**
	Print Signer's Name Here
	Signature and Title
Group Name:	
Group Street Address:	

City:	State:	ZIP Code: ____ ____ ____ ____ ____

Dated this _____ day of _____

Blue Cross Group MedicareRx (PDP) is a prescription drug plan provided by HCSC Insurance Services Company (HISC), an Independent Licensee of the Blue Cross and Blue Shield Association. A Medicare-approved Part D sponsor. Enrollment in HISC's plan depends on contract renewal. Blue Cross Group Medicare Advantage HMO and PPO employer/union group plans provided by Health Care Service Corporation, a Mutual Legal Reserve Company (HCSC). HCSC is a Medicare Advantage organization with a Medicare contract.aut Enrollment in these plans depends on contract renewal.

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 4

Department: Human Resources	**Prepared By:** Glorimar Lugo Ortiz	**Approved By:** Roxie Held

SUBJECT:

Receive and File the Personnel Agenda

***** CONSENT AGENDA *****

See Attachment for Additional Information.

Attachments

HR Personnel Agenda 09162025.pdf

TARRANT COUNTY, TEXAS
PERSONNEL AGENDA
September 16, 2025

Organization Description	Fund	Cost Center	Last name	First name	Position	Position Text	PS Group	Level	Rate From	Rate To	Reason for Action	Effective
CDA Criminal Misd Attorneys	10000-2025	4510300000	Bass	Preston	20006828	Attorney, I Misdemeanor	EX-30%	72	3068.52	3324.23	Salary Adjustment	08/06/2025
CDA Criminal Misd Attorneys	10000-2025	4510300000	Bush	Samantha	20002166	Attorney, I Misdemeanor	EX-30%	72	3068.52	3324.23	Salary Adjustment	08/06/2025
CDA Criminal Misd Attorneys	10000-2025	4510300000	Bustamante	Andrea	20002144	Attorney, I Misdemeanor	EX-30%	72	3068.52	3324.23	Salary Adjustment	08/06/2025
CDA Criminal Misd Attorneys	10000-2025	4510300000	Crest	Alexa	20002143	Attorney, I Misdemeanor	EX-30%	72	3068.52	3324.23	Salary Adjustment	08/06/2025
CDA Criminal Misd Attorneys	10000-2025	4510300000	Foster	Terrance	20007253	Attorney, I Misdemeanor	EX-30%	72	3068.52	3324.23	Salary Adjustment	08/06/2025
CDA Criminal Misd Attorneys	10000-2025	4510300000	Freeman	Cailin	20007185	Attorney, I Misdemeanor	EX-20%	72		3324.23	Replacement	09/02/2025
CDA Criminal Misd Attorneys	10000-2025	4510300000	Johnson	Joe	20002161	Attorney, I Misdemeanor	EX-30%	72	3068.52	3324.23	Salary Adjustment	08/06/2025
CDA Criminal Misd Attorneys	10000-2025	4510300000	Kemmann	Ashlyn	20002141	Attorney, I Misdemeanor	EX-30%	72	3068.52	3324.23	Salary Adjustment	08/06/2025
CDA Criminal Misd Attorneys	10000-2025	4510300000	King III	Thomas	20007492	Attorney, I Misdemeanor	EX-30%	72	3068.52	3324.23	Salary Adjustment	08/06/2025
CDA Criminal Misd Attorneys	10000-2025	4510300000	Kowalski	Nicholas	20002159	Attorney, I Misdemeanor	EX-30%	72	3068.52	3324.23	Salary Adjustment	08/06/2025
CDA Criminal Misd Attorneys	10000-2025	4510300000	MacQueen	Donald	20002152	Attorney, I Misdemeanor	EX-30%	72	3068.52	3324.23	Salary Adjustment	08/06/2025
CDA Criminal Misd Attorneys	10000-2025	4510300000	Manchester	Samuel	20002148	Attorney, I Misdemeanor	EX-30%	72	3068.52	3324.23	Salary Adjustment	08/06/2025
CDA Criminal Misd Attorneys	10000-2025	4510300000	Mann	Devon	20002133	Attorney, I Misdemeanor	EX-30%	72	3068.52	3324.23	Salary Adjustment	08/06/2025
CDA Criminal Misd Attorneys	10000-2025	4510300000	McMillan	John	20002164	Attorney, I Misdemeanor	EX-30%	72	3068.52	3324.23	Salary Adjustment	08/06/2025
CDA Criminal Misd Attorneys	10000-2025	4510300000	O'Doherty	Nicole	20002151	Attorney, I Misdemeanor	EX-30%	72	3068.52	3324.23	Salary Adjustment	08/06/2025
CDA Criminal Misd Attorneys	10000-2025	4510300000	Opara	Austin	20002147	Attorney, I Misdemeanor	EX-20%	72		3324.23	Replacement	09/02/2025
CDA Criminal Misd Attorneys	10000-2025	4510300000	Picanes Jr	Rene	20002165	Attorney, I Misdemeanor	EX-30%	72	3068.52	3324.23	Salary Adjustment	08/06/2025
CDA Criminal Misd Attorneys	10000-2025	4510300000	Pico	Joshua	20002163	Attorney, I Misdemeanor	EX-30%	72	3068.52	3324.23	Salary Adjustment	08/06/2025
CDA Criminal Misd Attorneys	10000-2025	4510300000	Rhee	Sungjong	20002149	Attorney, I Misdemeanor	EX-30%	72	3068.52	3324.23	Salary Adjustment	08/06/2025
CDA Criminal Misd Attorneys	10000-2025	4510300000	Sommer	Charlotte	20002160	Attorney, I Misdemeanor	EX-30%	72	3068.52	3324.23	Salary Adjustment	08/06/2025
CDA Criminal Misd Attorneys	10000-2025	4510300000	Vera	Michael	20002140	Attorney, I Misdemeanor	EX-30%	72	3068.52	3324.23	Salary Adjustment	08/06/2025
CDA Investigators	10000-2025	4510400000	Desmarais	James	20002189	Investigator	55-II	K	61.50	63.34	Step Increase	08/01/2025
CDA Investigators	10000-2025	4510400000	Eby III	Theodore	20002207	Investigator	55-II	K	61.50	63.34	Step Increase	08/16/2025
CDA Investigators	10000-2025	4510400000	Hoffee	Jerrold	20002206	Investigator	55-II	K	61.50	63.34	Step Increase	08/16/2025
CDA Investigators	10000-2025	4510400000	Johnson	Brian	20002194	Investigator	55-II	E	51.47	53.02	Step Increase	08/01/2025
CDA Investigators	10000-2025	4510400000	Lachance	Christopher	20002185	Chief, Assistant, Investigation	57-II	C	4894.16	5041.01	Step Increase	08/16/2025
CDA Investigators	10000-2025	4510400000	Merritt	Erin	20005401	Investigator	55-II	D	49.96	51.47	Step Increase	08/01/2025
CDA Investigators	10000-2025	4510400000	Pilcher	Don	20002183	Chief, Investigation	59-II	B	6074.81	6257.04	Step Increase	08/16/2025
CDA Investigators	10000-2025	4510400000	Pitman	Joshua	20002188	Investigator	55-II	D	49.96	51.47	Step Increase	08/01/2025
CDA Temporary	10000-2025	4510300000	Barton	Bailee	20005826	Substitute Emp. (Post Bar)	TP-NE	22		25.00	Reemployment	08/11/2025
Constable 1-Chief Deputy	10000-2025	2210100000	Hernandez	Albert	20001742	Constable, Deputy	53-II	G	38.05	39.19	Step Increase	08/01/2025
Constable 1-Chief Deputy	10000-2025	2210100000	Westen	Karl	20001744	Constable, Deputy	53-II	F	36.94	38.05	Step Increase	08/01/2025
Constable 4-Chief Deputy	10000-2025	2240100000	Hornsby	Joshua	20004707	Constable, Deputy	53-II	K		2752.46	PFP Max/Lump Sum	08/16/2025
Constable 5-Chief Deputy	CARPA-2025	5460134000	Soria	Sean	20007730	Constable, Deputy	53-II	I	41.58	41.58	Lateral Dept Transfer	08/18/2025
Constable 8-Chief Deputy	10000-2025	2280100000	Franklin	Clyde	20004507	Pt Time Employee	TP-NE	21		33.51	Replacement	08/25/2025
Cooperative Extension-Support	10000-2025	5710100000	Bell	Tanica	20000080	Administrative Asst III	NE	16	28.07	2357.88	Out of Class	08/01/2025
County Clerk-Records Library	10000-2025	4820220000	Hall	Janette	20000258	Clerk, III Associate Records Library	NE	14		17.92	Replacement	08/25/2025
Court Reporters, Substitute	10000-2025	4880100000	Serie	Melissa	20006954	Proj Emp-EX-Sub Reporter	UC	98		5338.37	Replacement	08/25/2025
CSCD-Central Support Staff	GCJAD-2004	2510120000	Tonche	Rose	20005466	Clerk, II Supervision	NE	14		1056.64	PFP Max/Lump Sum	09/01/2025
CSCD-SAFPF	GCJAD-2004	2510110000	Ford	Melanie	20005522	Officer, I,Supervision	NE	18		1637.79	PFP Max/Lump Sum	09/01/2025
CSCD-Sex Offender Unit	GCJAD-2004	2510110000	Caldwell	Aryk	20003394	Officer, I,Supervision	NE	18		1637.79	PFP Max/Lump Sum	09/01/2025
CSCD-South Central Field Unit	GCJAD-2004	2510110000	Amaya	Gimena	20003771	Officer, I, Supervision	NE	18	31.09	29.81	Salary Adjustment	08/01/2025
CSCD-South Central Field Unit	GCJAD-2004	2510110000	Chavez	Janett	20003776	Officer, I,Supervision	NE	18	29.81	31.09	Salary Adjustment	08/01/2025
District Clerk-Accounting	10000-2025	4810010000	Williams	Connie	20002674	Accountant, Systems	NE	18		29.56	Reemployment	08/25/2025
District Clerk-Criminal	10000-2025	4810120000	Stots	Monica	20004489	Pt Time Employee	TP-NE	21	16.00	18.00	Salary Adjustment	08/18/2025
District Clerk-Family Law	10000-2025	4810130000	Sanchez	Natalia	20006041	Pt Time Employee	TP-NE	21	15.00	17.00	Salary Adjustment	08/18/2025
District Clerk-Records	21400-2025	4810190000	Camarillo	Jared	20005476	Pt Time Employee	TP-NE	21	15.00	17.00	Salary Adjustment	08/18/2025
District Clerk-Records	10000-2025	4810190000	Sanchez	Olga	20006043	Pt Time Employee	TP-NE	21	16.00	18.00	Salary Adjustment	08/18/2025
DRO-Supervised Visitation Services	10000-2025	4830300000	Zamora-Resendiz	Brenda	20006350	Substitute Employee	TP-NE	22		25.00	Replacement-Date correction	08/16/2025
Facilities Management-Admin Suport	10000-2025	1860100000	Stromberg	Rani	20007463	Secretary, V	NE	16	20.50	22.00	Temp-to-Regular	08/23/2025
Justice of the Peace 8-Court Mgr	10000-2025	4480100000	Campos-Martinez	Gloria	20005736	Clerk, Administrative Court	NE	17		25.70	Reemployment	09/03/2025
Juvenile Service-Deferred Pros Fld Team	GRANT-2004	2610250000	Peters	Josephine	20005267	Officer, Juvenile Probation	NE	18		40.00	Add/Chg Mobile Phone Allowance	09/01/2025
Juvenile Service-Deferred Pros Fld Team	GRANT-2004	2610250000	Redmond	Keshonna	20005456	Officer, Juvenile Probation	NE	18		40.00	Add/Chg Mobile Phone Allowance	09/01/2025

Organization Description	Fund	Cost Center	Last name	First name	Position	Position Text	PS Group	Level	Rate From	Rate To	Reason for Action	Effective
Juvenile Services-Central Region 5	GRANT-2004	2610210000	Cook	Joanna	20005233	Supervisor, Juvenile Caseworker	EX	73		40.00	Add/Chg Mobile Phone Allowance	09/01/2025
Juvenile Services-Central Region 5	GRANT-2004	2610210000	DaSilva	Simon	20003489	Officer, Juvenile Probation	NE	18		40.00	Add/Chg Mobile Phone Allowance	09/01/2025
Juvenile Services-Central Region 5	GRANT-2004	2610210000	Montelongo	Maribel	20004600	Officer, Juvenile Probation	NE	18		40.00	Add/Chg Mobile Phone Allowance	09/01/2025
Juvenile Services-Central Region 5	GRANT-2004	2610210000	Sanchez	Delia	20005128	Officer, Juvenile Probation	NE	18		40.00	Add/Chg Mobile Phone Allowance	09/01/2025
Juvenile Services-Community Prob Special	GRANT-2004	2610140000	Judd	Leanna	20005244	Supervisor, Sr Cswkr Community Probation	EX	74	4111.19	4111.19	Lateral Dept Move	09/06/2025
Juvenile Services-Detention Facility Adm	GRANT-2004	2610410000	Jackson	Lachandras	20001805	Administrator, Assistant Facility	EX	74		40.00	Add/Chg Mobile Phone Allowance	09/01/2025
Juvenile Services-Detention Intake	GRANT-2004	2610340000	Burrell	Jeremy	20003482	Supervisor, Juvenile Caseworker	EX	73		40.00	Add/Chg Mobile Phone Allowance	09/01/2025
Juvenile Services-Detention Intake	GRANT-2004	2610340000	Byrd	Robert	20004991	Supervisor, Assistant, Caseworker	EX	72		40.00	Add/Chg Mobile Phone Allowance	09/01/2025
Juvenile Services-Detention Intake	GRANT-2004	2610230000	Fountain	Lynntavia	20005219	Officer, Juvenile Probation	NE	18		40.00	Add/Chg Mobile Phone Allowance	09/01/2025
Juvenile Services-Detention Intake	GRANT-2004	2610340000	Grady	Monica	20006299	Supervisor, Assistant, Caseworker	EX	72		40.00	Add/Chg Mobile Phone Allowance	09/01/2025
Juvenile Services-Detention Substitute	10000-2025	2610410000	Lewis	Nziya	20001918	Substitute Employee	TP-NE	22	29.56	24.00	Regular-to-Temp	08/23/2025
Juvenile Services-FPP	GRANT-2004	2610350000	Brazille	Brittney	20005020	Officer, Juvenile Probation	NE	18		40.00	Add/Chg Mobile Phone Allowance	09/01/2025
Juvenile Services-FPP	GRANT-2004	2610350000	Gregory	Amelia	20006298	Officer, Juvenile Probation	NE	18		40.00	Add/Chg Mobile Phone Allowance	09/01/2025
Juvenile Services-FPP	GRANT-2004	2610350000	Haynes	Levi	20005455	Officer, Juvenile Probation	NE	18		40.00	Add/Chg Mobile Phone Allowance	09/01/2025
Juvenile Services-FPP Asst Supervisor	GRANT-2004	2610350000	Manning	Felisa	20005621	Officer, Juvenile Probation	NE	18		40.00	Add/Chg Mobile Phone Allowance	09/01/2025
Juvenile Services-FPP Asst Supervisor	GRANT-2004	2610350000	Munoz	Analicya	20005454	Officer, Juvenile Probation	NE	18		95.50	Add/Chg Juvenile Supplement	06/26/2025
Juvenile Services-FPP Asst Supervisor	GRANT-2004	2610350000	Munoz	Analicya	20005454	Officer, Juvenile Probation	NE	18		3000.00	Retention Payment	08/25/2025
Juvenile Services-FPP Asst Supervisor	10000-2025	2610530000	Person	Austin	20001817	Officer, Juvenile Probation	NE	18		95.50	Add/Chg Juvenile Supplement	08/15/2025
Juvenile Services-FPP Asst Supervisor	10000-2025	2610530000	Person	Austin	20001817	Officer, Juvenile Probation	NE	18		3000.00	Retention Payment	08/25/2025
Juvenile Services-Intake Unit 2	GRANT-2004	2610260000	Martinez Jr	Jose	20001821	Officer, Juvenile Probation	NE	18		95.50	Add/Chg Juvenile Supplement	08/07/2025
Juvenile Services-Intake Unit 2	GRANT-2004	2610260000	Martinez Jr	Jose	20001821	Officer, Juvenile Probation	NE	18		3000.00	Retention Payment	08/25/2025
Juvenile Services-Intake Unit 3	GRANT-2004	2610260000	Lopez	Claudia	20005129	Officer, Juvenile Probation	NE	18		40.00	Add/Chg Mobile Phone Allowance	09/01/2025
Juvenile Services-JJAEP	GRANT-2004	2610115000	Reyes	Jesus	20005241	Director, Assistant JJAEP Deputy	EX	75		40.00	Add/Chg Mobile Phone Allowance	09/01/2025
Juvenile Services-JJAEP Program	10000-2025	2610115000	Thong	Gracy	20006319	Pt Time Employee	TP-NE	21		24.00	Replacement	08/25/2025
Juvenile Services-Northeast Region 1	GRANT-2004	2610210000	Miller	Kevin	20006296	Officer, Juvenile Probation	NE	18		40.00	Add/Chg Mobile Phone Allowance	09/01/2025
Juvenile Services-Northeast Region 1	GRANT-2004	2610210000	Ortiz	Samantha	20004596	Officer, Juvenile Probation	NE	18		40.00	Add/Chg Mobile Phone Allowance	09/01/2025
Juvenile Services-Northwest Region 2	GRANT-2004	2610210000	Acosta	Vivianna	20004601	Officer, Juvenile Probation	NE	18		40.00	Add/Chg Mobile Phone Allowance	09/01/2025
Juvenile Services-Northwest Region 2	GRANT-2004	2610210000	Carrizales	Edward	20004779	Officer, Juvenile Probation	NE	18		40.00	Add/Chg Mobile Phone Allowance	09/01/2025
Juvenile Services-Northwest Region 2	GRANT-2004	2610210000	Garcia	Valeria	20004593	Officer, Juvenile Probation	NE	18	22.70	28.21	Promotion	08/16/2025
Juvenile Services-Northwest Region 2	GRANT-2004	2610210000	Garcia	Valeria	20004593	Officer, Juvenile Probation	NE	18		95.50	Add/Chg Juvenile Supplement	08/18/2025
Juvenile Services-Placement	GRANT-2004	2610240000	Zeiller	Zachary	20004783	Officer, Juvenile Probation	NE	18		40.00	Add/Chg Mobile Phone Allowance	09/01/2025
Juvenile Services-Pre Court	10000-2025	2610620000	Minikon Jr	Frank	20001835	Supervisor, Sr Caseworker-Pre-Court	EX	74	4662.30	4440.29	End Out of Class	08/30/2025
Juvenile Services-Pre Ct & Diversion Srv	10000-2025	2610260000	Shahan	Chris	20001804	Director, Asst Dep- Pre-Ct & Divrsn Srvs	EX	75	4118.94	4324.89	Promotion	08/30/2025
Juvenile Services-Pre Ct & Diversion Srv	10000-2025	2610260000	Shahan	Chris	20001804	Director, Asst Dep- Pre-Ct & Divrsn Srvs	EX	75		40.00	Add/Chg Mobile Phone Allowance	09/01/2025
Juvenile Services-Sex Offending	GRANT-2004	2610510000	Bergen	Eric	20004606	Officer, Juvenile Probation	NE	18		40.00	Add/Chg Mobile Phone Allowance	09/01/2025
Juvenile Services-Sex Offending	GRANT-2004	2610510000	Hicks	Jennifer	20004994	Officer, Juvenile Probation	NE	18		40.00	Add/Chg Mobile Phone Allowance	09/01/2025
Juvenile Services-Sex Offending	GRANT-2004	2610510000	Jones Jr	Ronald	20004782	Officer, Juvenile Probation	NE	18		40.00	Add/Chg Mobile Phone Allowance	09/01/2025
Juvenile Services-1	10000-2025	2610410000	Gortney Jr	Robert	20001935	Officer, Institutional Probation	NE	18		95.50	Add/Chg Juvenile Supplement	08/18/2025
Juvenile Services-1	10000-2025	2610410000	Gortney Jr	Robert	20001935	Officer, Institutional Probation	NE	18		3000.00	Retention Payment	08/25/2025
Juvenile Services-1	10000-2025	2610410000	Price	Jarrett	20004811	Officer, Institutional Probation	NE	18		95.50	Add/Chg Juvenile Supplement	08/18/2025
Juvenile Services-1	10000-2025	2610410000	Price	Jarrett	20004811	Officer, Institutional Probation	NE	18		3000.00	Retention Payment	08/25/2025
Juvenile Services-3	10000-2025	2610410000	Frater	Dejuan	20007855	Officer, Institutional Probation	NE	18		95.50	Add/Chg Juvenile Supplement	03/22/2025
Juvenile Services-3	10000-2025	2610410000	Frater	Dejuan	20007855	Officer, Institutional Probation	NE	18		3000.00	Retention Payment	08/25/2025
Juvenile Services-3	10000-2025	2610410000	Webster	Blaique	20006273	Officer, Institutional Probation	NE	18		95.50	Add/Chg Juvenile Supplement	08/18/2025
Juvenile Services-3	10000-2025	2610410000	Webster	Blaique	20006273	Officer, Institutional Probation	NE	18		3000.00	Retention Payment	08/25/2025
Juvenile Services-5	10000-2025	2610410000	Keys Jr	Malcolm	20004832	Officer, Security Control	NE	16		95.50	Add/Chg Juvenile Supplement	08/15/2025
Juvenile Services-5	10000-2025	2610410000	Keys Jr	Malcolm	20004832	Officer, Security Control	NE	16		3000.00	Retention Payment	08/25/2025
Juvenile Services-Southeast Region 3	GRANT-2004	2610210000	Davis	Marquis	20004604	Officer, Juvenile Probation	NE	18		40.00	Add/Chg Mobile Phone Allowance	09/01/2025
Juvenile Services-Southeast Region 3	GRANT-2004	2610210000	De La Cruz Sanchez	Rosa	20004599	Officer, Juvenile Probation	NE	18		95.50	Add/Chg Juvenile Supplement	08/15/2025
Juvenile Services-Southeast Region 3	GRANT-2004	2610210000	De La Cruz Sanchez	Rosa	20004599	Officer, Juvenile Probation	NE	18		3000.00	Retention Payment	08/25/2025
Juvenile Services-Southeast Region 3	GRANT-2004	2610210000	French	Bethanie	20004775	Officer, Juvenile Probation	NE	18		40.00	Add/Chg Mobile Phone Allowance	09/01/2025
Juvenile Services-Southeast Region 3	GRANT-2004	2610210000	Soriano	Yesenia	20004777	Officer, Juvenile Probation	NE	18		40.00	Add/Chg Mobile Phone Allowance	09/01/2025
Public Health-D&I-Immunization Registry	T0400-2025	5100702000	Barry	Rouguiatou	20005415	Coordinator, Immunization Registry	EX	72		2812.81	Reemployment	08/25/2025
Public Health-DiseaseIntervention 1	GRANT-2004	5100303000	Villasenor Rodriguez	Cristian	20005480	Specialist, Epidemiology	EX	70	2446.09	2446.09	Lateral Dept Transfer	08/30/2025
Public Health-Environmental Hlth Consumer Svcs 1	22300-2025	5100203000	Baker	Briah	20002945	Sanitarian I	EX	70	2256.00	2357.65	Adjust to Hire-in Rate	07/27/2025
Public Health-EthE Operations & Prevention	GRANT-2004	5100306400	Duarte Paniagua	Ana	20007262	Specialist, Epidemiology	EX	70		2357.65	Reinstatement-Layoff	08/25/2025
Public Health-Lab-Bioterrorism	GRANT-2004	5100505100	Autry	Susan	20005501	Lab Resp Coord	EX	73		3149.04	Reemployment	09/08/2025
Precinct 1-Project Supervisor	26100-2025	6110300000	Ledezma	Steve	20003002	Operator, III, Equipment	CR-20%	28	28.20	28.20	Lateral Dept Transfer	08/11/2025
Precinct 2-Project Supervisor	26100-2025	6210300000	Corona	Gerardo	20003044	Operator, II, Equipment	CR-20%	27	15.00	21.61	Temp-to-Regular	08/23/2025
Precinct 2-Project Supervisor	26100-2025	6210300000	Harrison	Christopher	20003042	Operator, II, Equipment	CR-20%	27		21.61	Replacement	09/02/2025
Precinct 4-Operations Asst Dir	26100-2025	6410300000	Plate	Randall	20003099	Director, Assistant, Field Operations	EX	75	3617.48	4187.63	Promotion	09/09/2025
Precinct 4-Operations Supervisor	26100-2025	6410300000	Plate	Randall	20003101	Supervisor, Operations, Precinct	EX	73	3617.48	3806.94	Out of Class	07/21/2025
Precinct 4-Project Operation-1	26100-2025	6410300000	Pendergraft	Jeremy	20003137	Operator, II, Equipment	CR-20%	27	15.00	19.81	Temp-to-Regular	08/25/2025

Organization Description	Fund	Cost Center	Last name	First name	Position	Position Text	PS Group	Level	Rate From	Rate To	Reason for Action	Effective
Precinct 4-Project Operation-1	26100-2025	6410300000	Pyle Jr	Ned	20003117	Operator, III, Equipment	CR-20%	28	22.58	23.75	Promotion	08/29/2025
Purchasing-Office Support Services	10000-2025	1830100000	Bogusch	Meagan	20000017	Buyer, Senior	EX	72		2812.81	Replacement	09/02/2025
Purchasing-Operations	CARPA-2025	5460131000	Stine	Jill	20007528	Buyer	EX	70		2357.65	Replacement	09/02/2025
SO-CID	10000-2025	2110430000	Brogdon III	Charles	20001555	Sheriff, Deputy	53-II	J	41.58	42.83	Step Increase	08/01/2025
SO-CID	10000-2025	2110430000	Gregory	Amelia	20001562	Sheriff, Deputy	53-II	H	40.38	40.38	Lateral Dept Transfer	08/23/2025
SO-Confinement-Booking-Lieutenant 2	10000-2025	2120940000	Samaniego	Dennis	20000790	Lieutenant	55	B	44.91	46.26	Step Increase	07/01/2025
SO-Confinement-Booking-Sergeant 1	10000-2025	2120940000	Garcia Mendoza	Osiris	20001105	Officer, Detention	52	E	28.68	29.55	Step Increase	08/01/2025
SO-Confinement-Booking-Sergeant 1	10000-2025	2120940000	Gilbert	Lynette	20000854	Corporal, Detention	53	K		2625.17	PFP Max/Lump Sum	08/16/2025
SO-Confinement-Booking-Sergeant 1	10000-2025	2120940000	Smith	Lauren	20000855	Corporal, Detention	53	H	37.39	38.51	Step Increase	08/16/2025
SO-Confinement-Booking-Sergeant 1	10000-2025	2120940000	Stevenson	Leticia	20001530	Technician, Booking	NE	16	28.68	28.68	Voluntary Demotion	08/16/2025
SO-Confinement-Booking-Sergeant 1	10000-2025	2120940000	Stevenson	Leticia	20001530	Technician, Booking	NE	16	26.00	28.68	Step Increase	08/16/2025
SO-Confinement-Booking-Sergeant 3	10000-2025	2120940000	Baker	Cassidy	20004801	Officer, Detention	52	D	27.85	28.68	Step Increase	08/16/2025
SO-Confinement-Booking-Sergeant 3	10000-2025	2120940000	Emshoff	John	20001125	Officer, Detention	52	D	27.85	28.68	Step Increase	08/01/2025
SO-Confinement-Classification-Sergeant	10000-2025	2120940000	Douglas	Colton	20000812	Sergeant	54	H	45.32	46.69	Step Increase	08/16/2025
SO-Confinement-Greenbay-Corporal 1	10000-2025	2120960000	Bradley	Meleta	20001468	Officer, Detention	52	A		26.25	Replacement	08/18/2025
SO-Confinement-Greenbay-Corporal 1	10000-2025	2120960000	Guerrero	Johnny	20005984	Officer, Detention	52	E	28.68	29.55	Step Increase	08/16/2025
SO-Confinement-Greenbay-Corporal 1	10000-2025	2120960000	Mallory	Fabian	20000561	Officer, Detention	52	A		26.25	Replacement	08/29/2025
SO-Confinement-Greenbay-Corporal 1	10000-2025	2120960000	Wisell	Michael	20000541	Officer, Detention	52	K		2203.34	PFP Max/Lump Sum	08/01/2025
SO-Confinement-Greenbay-Corporal 2	10000-2025	2120960000	Dykeman	Heike	20005977	Specialist, Security Control	52	K		2203.34	PFP Max/Lump Sum	08/01/2025
SO-Confinement-Greenbay-Corporal 2	10000-2025	2120960000	Hart	Dakota	20000473	Officer, Detention	52	A		26.25	Replacement	08/18/2025
SO-Confinement-Greenbay-Corporal 3	10000-2025	2120960000	Battle	Aaron	20000990	Officer, Detention	52	E	28.68	29.55	Step Increase	08/16/2025
SO-Confinement-Greenbay-Corporal 3	10000-2025	2120960000	Merritt	Benjamin	20006011	Officer, Detention	52	A		26.25	Replacement	08/18/2025
SO-Confinement-Support Services Chf Dpty	10000-2025	2120910000	Richardson	Glen	20000739	Administrator, Assistant Jail	58	G	6384.67	6703.90	Out of Class	08/16/2025
SO-Confinement-Corrections Center	10000-2025	2120930000	Bennett	Brandon	20007149	Officer, Detention	52	A		26.25	Replacement	08/18/2025
SO-Confinement-Corrections Center	10000-2025	2120930000	Edgerly Garza	Cesar	20001117	Officer, Detention	52	B	26.25	27.04	Step Increase	08/16/2025
SO-Confinement-Corrections Center	10000-2025	2120930000	Emshoff	John	20004365	Corporal, Detention	53	A	28.68	31.29	Promotion	08/02/2025
SO-Confinement-Corrections Center	10000-2025	2120930000	Escobedo	Abel	20004362	Officer, Detention	52	B	26.25	27.04	Step Increase	08/16/2025
SO-Confinement-Corrections Center	10000-2025	2120930000	Harrell	Tyrece	20001443	Officer, Detention	52	B	27.04	27.04	Lateral Dept Transfer	08/23/2025
SO-Confinement-Corrections Center	10000-2025	2120930000	Leyva	Ricardo	20004349	Officer, Detention	52	B	26.25	27.04	Step Increase	08/16/2025
SO-Confinement-Corrections Center	10000-2025	2120930000	Moo	Kler	20001320	Officer, Detention	52	A	26.25	26.25	Lateral Dept Transfer	08/23/2025
SO-Confinement-Corrections Center	10000-2025	2120930000	Olson	Ronin	20001381	Officer, Detention	52	A		26.25	Replacement	08/29/2025
SO-Confinement-Corrections Center	10000-2025	2120930000	Villa	Jimmy	20001511	Officer, Detention	52	E	28.68	29.55	Step Increase	08/16/2025
SO-Confinement-Corrections Center	10000-2025	2120930000	Brown	Michelle	20001230	Officer, Detention	52	B	26.25	27.04	Step Increase	08/01/2025
SO-Confinement-Corrections Center	10000-2025	2120930000	Davis	Walter	20000930	Specialist, Security Control	52	E	28.68	29.55	Step Increase	08/01/2025
SO-Confinement-Corrections Center	10000-2025	2120930000	Julius	Babatunde	20007143	Officer, Detention	52	A		26.25	Replacement	08/18/2025
SO-Confinement-Corrections Center	10000-2025	2120930000	Masters	Angela	20001358	Officer, Detention	52	A		26.25	Replacement	08/25/2025
SO-Confinement-Corrections Center	10000-2025	2120930000	Salgado	Haydee	20001230	Officer, Detention	52	A	26.25	26.25	Lateral Dept Transfer	08/23/2025
SO-Confinement-Corrections Center	10000-2025	2120930000	Sanchez	Laura	20001233	Officer, Detention	52	E	28.68	29.55	Step Increase	08/16/2025
SO-Confinement-Corrections Center	10000-2025	2120930000	Alexander	Tyler	20001393	Officer, Detention	52	A		26.25	Replacement	08/18/2025
SO-Confinement-Corrections Center	10000-2025	2120930000	Bothwell	Clayton	20001434	Officer, Detention	52	B	26.25	27.04	Step Increase	08/16/2025
SO-Confinement-Corrections Center	10000-2025	2120930000	Brown	Michelle	20004383	Officer, Detention	52	B	27.04	27.04	Lateral Dept Transfer	08/23/2025
SO-Confinement-Corrections Center	10000-2025	2120930000	Davis Jr	Tyrone	20005878	Officer, Detention	52	B	26.25	27.04	Step Increase	08/16/2025
SO-Confinement-Corrections Center	10000-2025	2120930000	Kinsey	Clinton	20001417	Officer, Detention	52	A	26.25	26.25	Lateral Dept Transfer	08/23/2025
SO-Confinement-Corrections Center	10000-2025	2120930000	Rivera-Ayala	Paola	20001286	Officer, Detention	52	A	26.25	26.25	Lateral Dept Transfer	08/23/2025
SO-Courts	10000-2025	2110620000	Alden	Tamara	20001697	Sheriff, Deputy	53-II	G	38.05	39.19	Step Increase	08/16/2025
SO-Courts	10000-2025	2110630000	Dawson	Manzale	20001696	Sheriff, Deputy	53-II	K		2752.46	PFP Max/Lump Sum	08/16/2025
SO-Courts	10000-2025	2110630000	Dozier	Shane	20001738	Sheriff, Deputy	53-II	D		35.86	Replacement	08/18/2025
SO-Courts	10000-2025	2110620000	Jauregui	Yessenia	20001694	Sheriff, Deputy	53-II	F	38.05	38.05	Lateral Dept Transfer	08/23/2025
SO-Courts	10000-2025	2110620000	Phillips	Hunter	20004752	Sheriff, Deputy	53-II	D		35.86	Replacement	08/08/2025
SO-Courts	10000-2025	2110620000	Rosas	Jorge	20001704	Sheriff, Deputy	53-II	K	42.83	44.11	Step Increase	08/16/2025
SO-Courts	10000-2025	2110620000	Volcik	Douglas	20001659	Sheriff, Deputy	53-II	J	35.86	42.83	External Transfer Increase	08/11/2025
SO-Labor Detail	10000-2025	2110610000	Hayden	Matthew	20005551	Sergeant	54-II	K		3339.02	PFP Max/Lump Sum	07/16/2025
SO-Lon Evans 1	10000-2025	2120990000	Cochrane	Christopher	20005962	Sergeant	54	K		3184.90	PFP Max/Lump Sum	08/16/2025
SO-Lon Evans 1	10000-2025	2120990000	Hill	Briauna	20001315	Officer, Detention	52	C	27.04	27.85	Step Increase	08/16/2025
SO-Lon Evans 2	10000-2025	2120990000	Darveaux	Garett	20001020	Officer, Detention	52	A	26.25	26.25	Lateral Dept Transfer	08/23/2025
SO-Lon Evans 2	10000-2025	2120990000	Jones	Roxanne	20006574	Lieutenant	55	B	44.91	46.26	Step Increase	08/16/2025
SO-Lon Evans 2	10000-2025	2120990000	Menez Jr	Jesus	20001045	Officer, Detention	52	B	26.25	27.04	Step Increase	08/16/2025
SO-Lon Evans 2	10000-2025	2120990000	Morton	Raesean	20001289	Officer, Detention	52	K		2203.34	PFP Max/Lump Sum	08/16/2025
SO-Lon Evans 2	10000-2025	2120990000	Taylor	Alyxandria	20006589	Specialist, Security Control	52	G	30.43	31.35	Step Increase	08/01/2025
SO-North Patrol 1st SGT	10000-2025	2110510000	Bremmeyer II	Lyle	20007882	Sheriff, Deputy (K9)	53-II	K	44.11	44.11	Lateral Dept Transfer	08/23/2025
SO-North Patrol 2nd SGT	10000-2025	2110510000	Christy	James	20001584	Sheriff, Deputy	53-II	E	35.86	36.94	Step Increase	08/01/2025
SO-Personnel	10000-2025	2110120000	Ellis	Nancy	20006559	Pt Time Employee	TP-NE	21		20.00	Replacement	08/18/2025
SO-South Patrol 1st SGT	10000-2025	2110520000	Galvan	Jacob	20006252	Sheriff, Deputy	53-II	D	35.86	35.86	Lateral Dept Transfer	08/23/2025

Organization Description	Fund	Cost Center	Last name	First name	Position	Position Text	PS Group	Level	Rate From	Rate To	Reason for Action	Effective
SO-South Patrol 2nd LT	10000-2025	2110520000	Smith	Matthew	20001567	Lieutenant	55-II	C	47.52	49.96	Promotion	08/16/2025
SO-Training Academy	10000-2025	2110110000	Lyons Jr	Ronald	20005982	Sheriff, Deputy Cadet	52	B	26.25	27.04	Step Increase	08/16/2025
SO-Training Academy	10000-2025	2110110000	Morris	Michael	20005318	Lieutenant	55-II	I	57.96	59.72	Step Increase	08/16/2025
SO-Warrants 2	10000-2025	2110210000	Thompson	Rodney	20000699	Sheriff, Deputy	53-II	F	36.94	38.05	Step Increase	08/16/2025
SO-Warrants Extradition	10000-2025	2110220000	Vigil	Christian	20000865	Sheriff, Deputy	53-II	G	38.05	39.19	Step Increase	08/16/2025
Tax Office-Contact Center	10000-2025	1310300000	Eskander	Johnathan	20005928	Pt Time Employee	TP-NE	21	15.00	15.00	Lateral Dept Move	08/13/2025
Tax Office-Sub Courthouse-Mansfield ABM	10000-2025	1310200000	Rodriguez	Daniel	20002505	Specialist, I, Motor Vehicle	NE	15		19.44	Replacement	08/11/2025
Tax Office-Sub Courthouse-Poly ABM	10000-2025	1310200000	Bazan	Tamara	20002353	Specialist, I, Motor Vehicle	NE	15	15.00	19.44	Temp-to-Regular	08/25/2025

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 0
Department:	**Prepared By:** Andre Mendes	**Approved By:** Andre Mendes

SUBJECT:

Consideration of Termination of the TechShare.Agenda Management Resource Sharing Addendum between Tarrant County, TechShare Local Government Corporation and the Participants

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider terminating the TechShare. Agenda Management Resource Sharing Addendum between Tarrant County, TechShare Local Government Corporation (LGC) and the Participants.

BACKGROUND

Since 2013, Tarrant County has been a participant in the Master Interlocal Agreement for Participation in the Texas Conference of Urban Counties TechShare Program and is currently a participant in the TechShare Court system.

On November 20, 2018, the Commissioners Court, through Court Order #129038, approved the creation of and participation in TechShare LGC.

On December 3, 2024 the Commissioners Court, through Court Order #144376, approved the TechShare.Agenda Management Resource Sharing Addendum for ongoing maintenance and operations.

Due to the new Agenda Management System implemented on September 1, 2025, support for the previous TechShare.Agenda Management system is no longer required.

The Criminal District Attorney's Office has reviewed this addendum as to form

FISCAL IMPACT

There is no fiscal impact with this action.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____
Auditor

Attachments

DOC090925-09092025152449.pdf

OFFICE OF COUNTY JUDGE
TIM O'HARE

September 16, 2025

Rebecca Lewis
Executive Director
450 Century Parkway, Suite 250
Allen TX 75013

Re: TechShare.Agenda Management Resource Sharing Addendum

Dear Ms. Lewis,

Pursuant to paragraph 8 of the TechShare.Agenda Management Resource Sharing Addendum executed by Tarrant County and Tech Share LGC on December 3, 2024, Tarrant County hereby gives written notice of termination. The effective date of termination will be in ninety (90) days of the date of this letter on December 15, 2025.

Sincerely,

Tim O'Hare
County Judge

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 1
Department: Judicial Courts	**Prepared By:** Beverly Honkomp	**Approved By:** Beverly Honkomp

SUBJECT:

Consideration of a Monetary Donation from Michael Hood, a United States Veteran, for the Tarrant County Veterans Treatment Court

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners consider accepting a monetary donation, in the amount of $40.00, from Michael Hood, a United States veteran, for the Tarrant County Veterans Court.

BACKGROUND

Michael Hood, a United States veteran, donated $40.00 to the Tarrant County Veterans Treatment Court.

This donation will be used to continue supporting justice-involved veterans in the Tarrant County Veterans Treatment Court.

FISCAL IMPACT

Funds will be deposited into account T5960-2026 Miscellaneous Donations - Veterans Diversion Court Fund/4250100000 Veterans Diversion Court/485003 Other Revenue.

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 17
Department: Medical Examiner	**Prepared By:** Maegan South, Assistant County Administrator	**Approved By:** Dr. Kendall Crowns

SUBJECT:

Consideration of Fiscal Year 2026 Denton County Medical Examiner District Agreement

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the FY 2026 Denton County Medical Examiner District Agreement.

BACKGROUND

On October 28, 1965, the Commissioners Court, through Court Order #36671, adopted a resolution establishing the Office of the Tarrant County Medical Examiner (TCME) and appointed a Medical Examiner pursuant to Article 49.25 of the Texas Code of Criminal Procedure.

In 1989, the counties of Tarrant, P arker, Denton, and Johnson created a Medical Examiner District (District) pursuant to Article 49.25 of Texas Code of Criminal Procedure.

With approval of this agreement, Dr. Kendall Crowns, Tarrant County Medical Examiner, will be appointed to perform all duties provided by law for the District at TCME facilities which are located in Tarrant County. TCME operational costs are funded through Tarrant County's budget. Denton County will contribute $1,900,029.00 for the operation of the District and funds will be deposited into Tarrant County's General Fund. This fee will be paid in quarterly installments. The term of this agreement is from October 1, 2025 through September 30, 2026.

Pursuant to Article 49.25 of the Texas Code of Criminal Procedure, Sec. 1a(c), if a county desires to withdraw from the District, the withdrawing county must give twelve (12) month written notice by certified mail, return receipt requested, to all other counties contracting with the District; currently those counties are Denton, Johnson, Tarrant, and Parker.

The District Attorney's Office has reviewed the agreement.

FISCAL IMPACT

Tarrant County will receive $1,900,029.00 payable in quarterly installments, from Denton County.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By:
Tim O'Hare
County Judge

APPROVED AS TO FORM:

District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

County Auditor

Attachments

Medical Examiner District Agreement (Denton County).pdf

DENTON COUNTY
MEDICAL EXAMINER DISTRICT AGREEMENT FISCAL YEAR 2026

BACKGROUND

The County of Tarrant, State of Texas, being an urban county, created a Medical Examiner's Office ("Office") and appointed a Medical Examiner pursuant to Article 49.25 of the TEXAS CODE OF CRIMINAL PROCEDURE;

In 1989, the County of Denton, State of Texas, with a population of less than 1,000,000 and not having a reputable medical school joined the County of Tarrant to expand the Joint Medical Examiner's District;

The Commissioners Courts of Tarrant County and Denton County have determined that it is in the best interest of the two (2) counties to operate a Medical Examiner's District for such counties;

The Commissioners Courts of the two (2) counties have maintained a Medical Examiner's District ("District") consisting of the County of Tarrant and County of Denton, in accordance with Article 49.25 of the TEXAS CODE OF CRIMINAL PROCEDURE; and

Tarrant County and Denton County constitute and appoint Dr. Kendall Von Crowns for this District and as Medical Examiner for Tarrant County and Denton County to do and perform all duties provided by law for the Office of Medical Examiner, with the Medical Examiner to serve at the pleasure of the Commissioners Courts of the two (2) counties.

Tarrant County and Denton County ("Member County") agree to the following terms and conditions:

1. TARRANT DUTIES

In consideration of the annual fees paid by member counties, Tarrant County will provide the following:

1.1 Help hire and train Forensic Death Investigators, provide written standard operating procedures for the investigators, and ensure twenty-four (24) hour supervision in the Member County.

1.2 Conduct all formal and informal inquests on deaths that fall within the jurisdiction of the Medical Examiner's Office as defined in Article 49.25 of the TEXAS CODE OF CRIMINAL PROCEDURE by performing necessary examinations to determine both the cause and manner of death. The following list is an example and is not intended to prevent or to limit the Office and Tarrant County from instituting newer scientifically reliable and admissible testing to either replace or enhance the following:

a. External examinations, In Abstentia or complete autopsies, as deemed necessary;

b. Forensic chemistry and toxicology work-ups (including blood/urine/vitreous ethanol as well as acidic, basic, and neutral drug screen and drugs of abuse with confirmation by use of liquid or gas chromatograph-mass spectrometry and when deemed necessary,

c. Microscopy including microscopic comparison of firearms and projectiles;

d. Radiology;

e. Special laboratory testing;

f. Identification of human remains by postmortem fingerprinting and comparison; comparative radiography, dental examination and comparison, forensic anthropology examination, and DNA analysis as deemed necessary; and

g. Photography.

1.3 Prepare complete inquest reports which will be properly indexed, giving the name of every person whose death is investigated, the place where the body was found, age/sex/race, if known, date of death/found, and the cause and manner of death. Such indexed records shall be kept in manual logbooks, as well as on a compatible computer. Copies of said inquest reports will be provided free of charge to the investigating law enforcement agencies of the Member County, including the police agencies, Sheriff's Office and the District Attorney's Office or Criminal District Attorney's Office. The Office will follow the standards set forth by the National Association of Medical Examiners.

1.4 Prepare and submit annual statistical reports to the Member County's Commissioners Court, County Administrator, Auditor, Budget Officer, County Attorney, and District Attorney's Office or Criminal District Attorney's Office.

1.5 Prepare and issue preliminary Certificates of Death within ten (10) working days of the inquest as required by law.

1.6 Issue Cremation Permits on a reasonable fee basis to funeral homes on request.

1.7 Consult with the Member County's law enforcement agents including the police officers, and the Sheriff's deputies, as well as the attorneys in cases in which inquests are performed.

1.8 Testify as expert witnesses at the Member County's Grand Jury Hearings, as well as in Criminal Courts when requested in cases on which inquests are performed**.** In the event that Tarrant County no longer employs a requested

witness, the Member County will be responsible for the costs associated with travel and lodging, if any, of producing the former employee for examination. Alternatively, Tarrant County will make available to the Member County a current employee to peer review the inquest and provide testimony.

1.9 Prepare and present an annual budget request to the Member County's Auditor/Budget Office for presentation to their Commissioners Court.

1.10 Prepare and implement a Mass Disaster Program for each county contracting as a member of the District in coordination with the Member County's Emergency Management Coordinator and the Member County's health department.

1.11 On-line access to inquest reports by personnel of the Member County's Criminal District Attorney's Office or District Attorney's Office.

1.12 All compensation, facilities, supplies, and other expenses of the operation of the District's Office will be arranged for, contracted for, and paid for through the General Fund of the County of Tarrant, State of Texas.

2. FINANCIAL RESPONSIBILITY

Denton County will pay the sum of ONE MILLION NINE HUNDRED THOUSAND TWENTY-NINE DOLLARS AND 00/100 CENTS ($1,900,029.00) for the operation of the District to the General Fund of the County of Tarrant, State of Texas. This fee shall be paid in quarterly installments.

3. RESPONSIBILITY OF MEMBER COUNTY:

3.1 Denton County will employ at least three (3) full-time Forensic Death Investigators, one (1) full-time Senior Forensic Death Investigator and one (1) part-time Investigator as Denton County employees who will be death investigators under the statutory authority of the Medical Examiner of Tarrant County but who will, as Denton County employees, be under the administrative control of the Denton County Health Director.

3.2 It is specifically agreed that all benefits, including, but not limited to, compensation, travel and lodging expense, workers compensation, FICA taxes, unemployment compensation taxes, and withholding taxes of the Member County's employees shall be the sole obligation of and paid for by the Member County. In the event the duties of the Member County's employees require travel into the jurisdiction of any other county which is a member of the District, it is expressly acknowledged the employee is covered by the workers compensation or any other insurance only of their employing member county. It is further agreed that the individuals selected to fill these investigators' positions shall be approved by the Tarrant County Medical Examiner.

3.3 At the scene of death, the Member County's Forensic Death Investigators will take custody of human remains, will collect pertinent personal property, place

the decedent in as sealed body bag, and will ensure the transfer of the remains and property to the Central Morgue in Fort Worth, Tarrant County, Texas. The Member County shall pay the cost for transportation of human remains found in their respective county to Fort Worth, as well as the exhumation of remains in their respective county if deemed necessary by the Medical Examiner.

3.4 The maintenance, operation and control of the Medical Examiner's District remains with the County of Tarrant, State of Texas.

4. TERMINATION

Pursuant to Article 49.25 of the TEXAS CODE OF CRIMINAL PROCEDURE, Sec. 1-a(c), if a county desires to withdraw from the District, the withdrawing county must give 12 months written notice by certified mail return receipt requested to all other counties contracting with the District; currently those counties are Denton, Johnson, Tarrant, and Parker.

5. TERM OF AGREEMENT

5.1 The term of this agreement will run from October 1, 2025 - September 30, 2026.

5.2 Both counties agree that the annual sum contributed by Denton County toward the operation of the District may be renegotiated each year at least sixty (60) days in advance of the expiration thereof, failing agreement on which, Denton County agrees to compensate Tarrant County a reasonable fee on a per case basis for any Medical Examiner services performed during any holdover period; provided however, that if Denton County so directs in writing, no services shall be performed for Denton County during the holdover period, and Denton County will not incur any expense during such holdover period.

6. MISCELLANEOUS

This agreement supersedes all prior representations. The parties may amend this contract by subsequent written amendments. The parties will not amend this contract orally. The laws of the State of Texas govern this agreement. Venue for any action regarding this agreement must be in the district courts of Tarrant County, Texas.

7. FORM 1295 ACKNOWLEDGEMENT

The County of Denton acknowledges that it is a "governmental entity" and not a "business entity" as those terms are defined in TEX. GOV'T CODE Section 2252.90, and therefore, no disclosure of interested parties pursuant to TEX. GOV'T CODE Section 2252.908 is required.

RESOLVED AND ORDERED this _____ day of _____.

STATE OF TEXAS
COUNTY OF TARRANT

_____
County Judge

_____ _____
Commissioner, Precinct One Commissioner, Precinct Three

_____ _____
Commissioner, Precinct Two Commissioner, Precinct Four

Tarrant County Court Order No. _____

APPROVED AS TO FORM:

_____
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts 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 contract review from independent counsel.

RESOLVED AND ORDERED this _____ day of _____, _____.

STATE OF TEXAS
COUNTY OF DENTON

_____
County Judge

_____ _____
Commissioner, Precinct One Commissioner, Precinct Three

_____ _____
Commissioner, Precinct Two Commissioner, Precinct Four

Denton County Court Order No. _____

APPROVED AS TO FORM:

_____
Denton County Criminal District Attorney's Office

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 10
Department: Medical Examiner	**Prepared By:** Maegan South, Assistant County Administrator	**Approved By:** Dr. Kendall Crowns

SUBJECT:

Consideration of Fiscal Year 2026 Johnson County Medical Examiner District Agreement

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the FY 2026 Johnson County Medical Examiner District Agreement.

BACKGROUND

On October 28, 1965, the Commissioners Court, through Court Order #36671, adopted a resolution establishing the Office of the Tarrant County Medical Examiner (TCME) and appointed a Medical Examiner pursuant to Article 49.25 of the Texas Code of Criminal Procedure.

In 1989, the counties of Tarrant, Parker, Denton, and Johnson created a Medical Examiner District (District) pursuant to Article 49.25 of Texas Code of Criminal Procedure.

With approval of this agreement, Dr. Kendall Crowns, Tarrant County Medical Examiner, will be appointed to perform all duties provided by law for the District at TCME facilities which are located in Tarrant County. TCME operational costs are funded through Tarrant County's budget. Johnson County will contribute $514,033.00 for the operation of the District and funds will be deposited into Tarrant County's General Fund. This fee will be paid in quarterly installments. The term of this agreement is from October 1, 2025 through September 30, 2026.

Pursuant to Article 49.25 of the Texas Code of Criminal Procedure, Sec. 1a(c), if a county desires to withdraw from the District, the withdrawing county must give twelve (12) month written notice by certified mail, return receipt requested, to all other counties contracting with the District; currently those counties are Denton, Johnson, Tarrant, and Parker.

The District Attorney's Office has reviewed the agreement.

FISCAL IMPACT

Tarrant County will receive $514,033.00 payable in quarterly installments, from Johnson County.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By:
Tim O'Hare
County Judge

APPROVED AS TO FORM:

District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

County Auditor

Attachments

9-16 Johnson County ME District Agreement FY26 - Order.pdf

JOHNSON COUNTY
COMMISSIONERS COURT

Christopher Boedeker County Judge	Rick Bailey Commissioner Precinct 1	Kenny Howell Commissioner Precinct 2	Mike White Commissioner Precinct 3	Larry Woolley Commissioner Precinct 4

THE STATE OF TEXAS §
§ **ORDER 2025-75**
COUNTY OF JOHNSON §

ORDER APPROVING THE JOHNSON COUNTY MEDICAL EXAMINER DISTRICT AGREEMENT FISCAL YEAR 2026

WHEREAS, the County of Tarrant, State of Texas, being an urban county, created a Medical Examiner's Office and appointed a Medical Examiner pursuant to Article 49.25 of the Texas Code of Criminal Procedure; and

WHEREAS, Johnson County, Texas, has joined Tarrant County, Texas, to further expand the Joint Medical Examiner's District; and

WHEREAS, the Commissioners Courts of Johnson County and Tarrant County have determined that it is in the best interest of the two (2) counties to operate a Medical Examiner's District for such counties; and

WHEREAS, the Commissioners Courts of Johnson County and Tarrant County have maintained a Medical Examiner's District ("District") consisting of the County of Johnson and the County of Tarrant, in accordance with Article 49.25 of the Texas Code of Criminal Procedure; and

WHEREAS, Tarrant County and Johnson County constitute and appoint Dr. Kendall Von Crowns, or his successor as Medical Examiner for this District and as Medical Examiner for Tarrant County and Johnson County to do and perform all duties provided by law for the Office of Medical Examiner, with the Medical Examiner to serve at the pleasure of the Commissioners Courts of the two (2) counties.

NOW THEREFORE BE IT ORDERED, ADJUDGED AND DECREED, that the Johnson County Medical Examiner District Agreement Fiscal Year 2026 attached as Exhibit "A" is approved.

APPROVED IN OPEN COURT THIS 25TH DAY OF AUGUST 2025.

Christopher Boedeker, Johnson County Judge
Voted: ✓ yes, ___ no, ___ abstained

Rick Bailey, Comm. Pct. 1
Voted: ✓ yes, ___ no, ___ abstained

Kenny Howell, Comm. Pct. 2
Voted: ✓ yes, ___ no, ___ abstained

Mike White, Comm. Pct. 3
Voted: ✓ yes, ___ no, ___ abstained

Larry Woolley, Comm. Pct. 4
Voted: ✓ yes, ___ no, ___ abstained

ATTEST: April Long, County Clerk

COMMISSIONERS COURT
JOHNSON COUNTY, TEXAS

Exhibit A

JOHNSON COUNTY
MEDICAL EXAMINER DISTRICT AGREEMENT FISCAL YEAR 2026

BACKGROUND

1. The County of Tarrant, State of Texas, being an urban county, created a Medical Examiner's Office ("Office") and appointed a Medical Examiner pursuant to Article 49.25 of the TEXAS CODE OF CRIMINAL PROCEDURE;

2. In 1989, the County of Johnson, State of Texas, with a population of less than 1,000,000 and not having a reputable medical school joined the County of Tarrant to expand the Joint Medical Examiner's District;

3. The Commissioners Courts of Tarrant County and Johnson County have determined that it is in the best interest of the two (2) counties to operate a Medical Examiner's District for such counties;

4. The Commissioners Courts of the two (2) counties have maintained a Medical Examiner's District ("District") consisting of the County of Tarrant and County of Johnson, in accordance with Article 49.25 of the TEXAS CODE OF CRIMINAL PROCEDURE; and

5. Tarrant County and Johnson County constitute and appoint Dr. Kendall Von Crowns for this District and as Medical Examiner for Tarrant County and Johnson County to do and perform all duties provided by law for the Office of Medical Examiner, with the Medical Examiner to serve at the pleasure of the Commissioners Courts of the two (2) counties.

Tarrant County and Johnson County ("Member County") agree to the following terms and conditions:

1. TARRANT DUTIES

In consideration of the annual fees paid by member counties, Tarrant County will provide the following:

1.1 Help hire and train Forensic Death Investigators, provide written standard operating procedures for the investigators, and ensure twenty-four (24) hour supervision in the Member County.

1.2 Conduct all formal and informal inquests on deaths that fall within the jurisdiction of the Medical Examiner's Office as defined in Article 49.25 of the TEXAS CODE OF CRIMINAL PROCEDURE by performing necessary examinations to determine both the cause and manner of death. The following list is an example and is not intended to prevent or to limit the Office and Tarrant County from instituting newer scientifically reliable and admissible testing to either replace or enhance the following:

a. External examinations, In Abstentia or complete autopsies, as deemed necessary;

b. Forensic chemistry and toxicology work-ups (including blood/urine/vitreous ethanol as well as acidic, basic, and neutral drug screen and drugs of abuse with confirmation by use of liquid or gas chromatograph-mass spectrometry and when deemed necessary,

c. Microscopy including microscopic comparison of firearms and projectiles;

d. Radiology;

e. Special laboratory testing;

f. Identification of human remains by postmortem fingerprinting and comparison; comparative radiography, dental examination and comparison, forensic anthropology examination, and DNA analysis as deemed necessary; and

g. Photography.

1.3 Prepare complete inquest reports which will be properly indexed, giving the name of every person whose death is investigated, the place where the body was found, age/sex/race, if known, date of death/found, and the cause and manner of death. Such indexed records shall be kept in manual logbooks, as well as on a compatible computer. Copies of said inquest reports will be provided free of charge to the investigating law enforcement agencies of the Member County, including the police agencies, Sheriff's Office and the District Attorney's Office or County Attorney's Office. The Office will follow the standards set forth by the National Association of Medical Examiners.

1.4 Prepare and submit annual statistical reports to the Member County's Commissioners Court, County Administrator, Auditor, Budget Officer, County Attorney, and District Attorney's Office or Criminal District Attorney's Office.

1.5 Prepare and issue preliminary Certificates of Death within ten (10) working days of the inquest as required by law.

1.6 Issue Cremation Permits on a reasonable fee basis to funeral homes on request.

1.7 Consult with the Member County's law enforcement agents including the police officers, and the Sheriff's deputies, as well as the attorneys in cases in which inquests are performed.

1.8 Testify as expert witnesses at the Member County's Grand Jury Hearings, as well as in Criminal Courts when requested in cases on which inquests are performed**.** In the event that Tarrant County no longer employs a requested

witness, the Member County will be responsible for the costs associated with travel and lodging, if any, of producing the former employee for examination. Alternatively, Tarrant County will make available to the Member County a current employee to peer review the inquest and provide testimony.

1.9 Prepare and present an annual budget request to the Member County's Auditor/Budget Office for presentation to their Commissioners Court.

1.10 Prepare and implement a Mass Disaster Program for each county contracting as a member of the District in coordination with the Member County's Emergency Management Coordinator and the Member County's health department.

1.11 On-line access to inquest reports by personnel of the Member County's County Attorney's Office or District Attorney's Office.

1.12 All compensation, facilities, supplies, and other expenses of the operation of the District's Office will be arranged for, contracted for, and paid for through the General Fund of the County of Tarrant, State of Texas.

2. FINANCIAL RESPONSIBILITY

Johnson County will pay the sum of FIVE HUNDRED FOURTEEN THOUSAND THIRTY-THREE DOLLARS AND 00/100 CENTS ($514,033.00) for the operation of the District to the General Fund of the County of Tarrant, State of Texas. This fee shall be paid in quarterly installments.

3. RESPONSIBILITY OF MEMBER COUNTY:

3.1 Johnson County will employ at least three (3) full-time Forensic Death Investigators and one (1) full-time Chief Forensic Death Investigator as Johnson County employees who will be death investigators under the statutory authority of the Medical Examiner of Tarrant County but who will, as Johnson County employees, be under the administrative control of the Johnson County Commissioners Court.

3.2 It is specifically agreed that all benefits, including, but not limited to, compensation, travel and lodging expense, workers compensation, FICA taxes, unemployment compensation taxes, and withholding taxes of the Member County's employees shall be the sole obligation of and paid for by the Member County. In the event the duties of the Member County's employees require travel into the jurisdiction of any other county which is a member of the District, it is expressly acknowledged the employee is covered by the workers compensation or any other insurance only of their employing Member County. It is further agreed that the individuals selected to fill these investigators' positions shall be approved by the Tarrant County Medical Examiner.

3.3 At the scene of death, the Member County's Forensic Death Investigators will take custody of human remains, will collect pertinent personal property, place

the decedent in a sealed body bag, and will ensure the transfer of the remains and property to the Central Morgue in Fort Worth, Tarrant County, Texas. The Member County shall pay the cost for transportation of human remains found in their respective county to Fort Worth, as well as the exhumation of remains in their respective county if deemed necessary by the Medical Examiner.

3.4 The maintenance, operation and control of the Medical Examiner's District remains with the County of Tarrant, State of Texas.

4. TERMINATION

Pursuant to Article 49.25 of the TEXAS CODE OF CRIMINAL PROCEDURE, Sec. 1a (c), if a county desires to withdraw from the District, the withdrawing county must give 12 months written notice by certified mail return receipt requested to all other counties contracting with the District; currently those counties are Denton, Johnson, Tarrant, and Parker.

5. TERM OF AGREEMENT

5.1 The term of this agreement will run from October 1, 2025 - September 30, 2026.

5.2 Both counties agree that the annual sum contributed by Johnson County toward the operation of the District may be renegotiated each year at least sixty (60) days in advance of the expiration thereof, failing agreement on which, Johnson County agrees to compensate Tarrant County a reasonable fee on a per case basis for any Medical Examiner services performed during any holdover period; provided however, that if Johnson County so directs in writing, no services shall be performed for Johnson County during the holdover period, and Johnson County will not incur any expense during such holdover period.

6. MISCELLANEOUS

This agreement supersedes all prior representations. The parties may amend this contract by subsequent written amendments. The parties will not amend this contract orally. The laws of the State of Texas govern this agreement. Venue for any action regarding this agreement must be in the district courts of Tarrant County, Texas.

7. FORM 1295 ACKNOWLEDGEMENT

The County of Johnson acknowledges that it is a "governmental entity" and not a "business entity" as those terms are defined in TEX. GOV'T CODE Section 2252.90, and therefore, no disclosure of interested parties pursuant to TEX. GOV'T CODE Section 2252.908 is required.

RESOLVED AND ORDERED this _____ day of _____.

STATE OF TEXAS
COUNTY OF TARRANT

_____
County Judge

_____ _____
Commissioner, Precinct One Commissioner, Precinct Three

_____ _____
Commissioner, Precinct Two Commissioner, Precinct Four

Tarrant County Court Order No. _____

APPROVED AS TO FORM:

_____
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts 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 contract review from independent counsel.

RESOLVED AND ORDERED this 25th day of August, 2025.

STATE OF TEXAS
COUNTY OF JOHNSON

County Judge

Commissioner, Precinct One

Commissioner, Precinct Three

Commissioner, Precinct Two

Commissioner, Precinct Four

Johnson County Court Order No. 2025-75

APPROVED AS TO FORM:

Johnson County, County Attorney's Office

AGENDA ITEM
A10

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: _____

Meeting Date: 08/25/2025

Submitted By: Medical Examiner's Office

Department: _____

Signature of Elected Official/Department Head:

_____

Court Decision:
This section to be completed by County Judge's Office

Johnson County APPROVED Commissioners Court

8/25/2025

Description:

Consider and Approve Order 2025-75 - "Order Approving the Johnson County Medical Examiner District Agreement Fiscal Year 2026" and Exhibit A; with Authorization for County Attorney to Sign-Medical Examiner's Office

(May attach additional sheets if necessary)

Person to Present: _____

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) ☑ PUBLIC ☐ CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: _____ minutes

Session Requested: (check one)

☑ Action Item ☐ Consent ☐ Workshop ☐ Executive ☐ Other _____

Check All Departments That Have Been Notified:

☑ County Attorney ☐ IT ☐ Purchasing ☐ Auditor

☐ Personnel ☐ Public Works ☐ Facilities Management

Other Department/Official (list) _____

Please List All External Persons Who Need a Copy of Signed Documents In Your Submission Email

Approved in CC on 9/11/2023

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 8
Department: Medical Examiner	**Prepared By:** Maegan South, Assistant County Administrator	**Approved By:** Dr. Kendall Crowns

SUBJECT:

Consideration of Fiscal Year 2026 Parker County Medical Examiner District Agreement

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the FY 2026 Parker County Medical Examiner District Agreement.

BACKGROUND

On October 28, 1965, the Commissioners Court, through Court Order #36671, adopted a resolution establishing the Office of the Tarrant County Medical Examiner (TCME) and appointed a Medical Examiner pursuant to Article 49.25 of the Texas Code of Criminal Procedure.

In 1989, the counties of Tarrant, Parker, Denton, and Johnson created a Medical Examiner District (District) pursuant to Article 49.25 of Texas Code of Criminal Procedure.

With approval of this agreement, Dr. Kendall Crowns, Tarrant County Medical Examiner, will be appointed to perform all duties provided by law for the District at TCME facilities which are located in Tarrant County. TCME operational costs are funded through Tarrant County's budget. Parker County will contribute $484,136.00 for the operation of the District and funds will be deposited into Tarrant County's General Fund. This fee will be paid in quarterly installments. The term of this agreement is from October 1, 2025 through September 30, 2026.

Pursuant to Article 49.25 of the Texas Code of Criminal Procedure, Sec. 1a(c), if a county desires to withdraw from the District, the withdrawing county must give twelve (12) month written notice by certified mail, return receipt requested, to all other counties contracting with the District; currently those counties are Denton, Johnson, Tarrant, and Parker.

The District Attorney's Office has reviewed the agreement.

FISCAL IMPACT

Tarrant County will receive $484,136.00 payable in quarterly installments, from Parker County.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By:
Tim O'Hare
County Judge

APPROVED AS TO FORM:

District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

County Auditor

Attachments

Medical Examiner District Agreement (Parker County).pdf

PARKER COUNTY
MEDICAL EXAMINER DISTRICT AGREEMENT FISCAL YEAR 2026

BACKGROUND

The County of Tarrant, State of Texas, being an urban county, created a Medical Examiner's Office ("Office") and appointed a Medical Examiner pursuant to Article 49.25 of the TEXAS CODE OF CRIMINAL PROCEDURE;

In 1989, the County of Parker, State of Texas, with a population of less than 1,000,000 and not having a reputable medical school joined the County of Tarrant to expand the Joint Medical Examiner's District;

The Commissioners Courts of Tarrant County and Parker County have determined that it is in the best interest of the two (2) counties to operate a Medical Examiner's District for such counties;

The Commissioners Courts of the two (2) counties have maintained a Medical Examiner's District ("District") consisting of the County of Tarrant and County of Parker, in accordance with Article 49.25 of the TEXAS CODE OF CRIMINAL PROCEDURE; and

Tarrant County and Parker County constitute and appoint Dr. Kendall Von Crowns for this District and as Medical Examiner for Tarrant County and Parker County to do and perform all duties provided by law for the Office of Medical Examiner, with the Medical Examiner to serve at the pleasure of the Commissioners Courts of the two (2) counties.

Tarrant County and Parker County ("Member County") agree to the following terms and conditions:

1. TARRANT DUTIES

In consideration of the annual fees paid by member counties, Tarrant County will provide the following:

1.1 Help hire and train Forensic Death Investigators, provide written standard operating procedures for the investigators, and ensure twenty-four (24) hour supervision in the Member County.

1.2 Conduct all formal and informal inquests on deaths that fall within the jurisdiction of the Medical Examiner's Office as defined in Article 49.25 of the TEXAS CODE OF CRIMINAL PROCEDURE by performing necessary examinations to determine both the cause and manner of death. The following list is an example and is not intended to prevent or to limit the Office and Tarrant County from instituting newer scientifically reliable and admissible testing to either replace or enhance the following:

a. External examinations, In Abstentia or complete autopsies, as deemed necessary;

b. Forensic chemistry and toxicology work-ups (including blood/urine/vitreous ethanol as well as acidic, basic, and neutral drug screen and drugs of abuse with confirmation by use of liquid or gas chromatograph-mass spectrometry and when deemed necessary,

c. Microscopy including microscopic comparison of firearms and projectiles;

d. Radiology;

e. Special laboratory testing;

f. Identification of human remains by postmortem fingerprinting and comparison; comparative radiography, dental examination and comparison, forensic anthropology examination, and DNA analysis as deemed necessary; and

g. Photography.

1.3 Prepare complete inquest reports which will be properly indexed, giving the name of every person whose death is investigated, the place where the body was found, age/sex/race, if known, date of death/found, and the cause and manner of death. Such indexed records shall be kept in manual logbooks, as well as on a compatible computer. Copies of said inquest reports will be provided free of charge to the investigating law enforcement agencies of the Member County, including the police agencies, Sheriff's Office and the District Attorney's Office or Criminal District Attorney's Office. The Office will follow the standards set forth by the National Association of Medical Examiners.

1.4 Prepare and submit annual statistical reports to the Member County's Commissioners Court, County Administrator, Auditor, Budget Officer, County Attorney, and District Attorney's Office or Criminal District Attorney's Office.

1.5 Prepare and issue preliminary Certificates of Death within ten (10) working days of the inquest as required by law.

1.6 Issue Cremation Permits on a reasonable fee basis to funeral homes on request.

1.7 Consult with the Member County's law enforcement agents including the police officers, and the Sheriff's deputies, as well as the attorneys in cases in which inquests are performed.

1.8 Testify as expert witnesses at the Member County's Grand Jury Hearings, as well as in Criminal Courts when requested in cases on which inquests are performed**.** In the event that Tarrant County no longer employs a requested

witness, the Member County will be responsible for the costs associated with travel and lodging, if any, of producing the former employee for examination. Alternatively, Tarrant County will make available to the Member County a current employee to peer review the inquest and provide testimony.

1.9 Prepare and present an annual budget request to the Member County's Auditor/Budget Office for presentation to their Commissioners Court.

1.10 Prepare and implement a Mass Disaster Program for each county contracting as a member of the District in coordination with the Member County's Emergency Management Coordinator and the Member County's health department.

1.11 On-line access to inquest reports by personnel of the Member County's Criminal District Attorney's Office or District Attorney's Office.

1.12 All compensation, facilities, supplies, and other expenses of the operation of the District's Office will be arranged for, contracted for, and paid for through the General Fund of the County of Tarrant, State of Texas.

2. FINANCIAL RESPONSIBILITY

Parker County will pay the sum of FOUR HUNDRED EIGHTY-FOUR THOUSAND ONE HUNDRED THIRTY-SIX DOLLARS AND 00/100 CENTS ($484,136.00) for the operation of the District to the General Fund of the County of Tarrant, State of Texas. This fee shall be paid in quarterly installments.

3. RESPONSIBILITY OF MEMBER COUNTY:

3.1 Parker County will employ at least three (3) full-time Forensic Death Investigators and one (1) full-time Senior Forensic Death Investigator as Parker County employees who will be death investigators under the statutory authority of the Medical Examiner of Tarrant County but who will, as Parker County employees, be under the administrative control of the Parker County Health Director.

3.2 It is specifically agreed that all benefits, including, but not limited to, compensation, travel and lodging expense, workers compensation, FICA taxes, unemployment compensation taxes, and withholding taxes of the Member County's employees shall be the sole obligation of and paid for by the Member County. In the event the duties of the Member County's employees require travel into the jurisdiction of any other county which is a member of the District, it is expressly acknowledged the employee is covered by the workers compensation or any other insurance only of their employing Member County. It is further agreed that the individuals selected to fill these investigators' positions shall be approved by the Tarrant County Medical Examiner.

3.3 At the scene of death, the Member County's Forensic Death Investigators will take custody of human remains, will collect pertinent personal property, place the decedent in a sealed body bag, and will ensure the transfer of the remains and

property to the Central Morgue in Fort Worth, Tarrant County, Texas. The Member County shall pay the cost for transportation of human remains found in their respective county to Fort Worth, as well as the exhumation of remains in their respective county if deemed necessary by the Medical Examiner.

3.4 The maintenance, operation and control of the Medical Examiner's District remains with the County of Tarrant, State of Texas.

4. TERMINATION

Pursuant to Article 49.25 of the TEXAS CODE OF CRIMINAL PROCEDURE, Sec. 1-a(c), if a county desires to withdraw from the District, the withdrawing county must give 12 months written notice by certified mail return receipt requested to all other counties contracting with the District; currently those counties are Denton, Johnson, Tarrant, and Parker.

5. TERM OF AGREEMENT

5.1 The term of this agreement will run from October 1, 2025 - September 30, 2026.

5.2 Both counties agree that the annual sum contributed by Parker County toward the operation of the District may be renegotiated each year at least sixty (60) days in advance of the expiration thereof, failing agreement on which, Parker County agrees to compensate Tarrant County a reasonable fee on a per case basis for any Medical Examiner services performed during any holdover period; provided however, that if Parker County so directs in writing, no services shall be performed for Parker County during the holdover period, and Parker County will not incur any expense during such holdover period.

6. MISCELLANEOUS

This agreement supersedes all prior representations. The parties may amend this contract by subsequent written amendments. The parties will not amend this contract orally. The laws of the State of Texas govern this agreement. Venue for any action regarding this agreement must be in the district courts of Tarrant County, Texas.

7. FORM 1295 ACKNOWLEDGEMENT

The County of Parker acknowledges that it is a "governmental entity" and not a "business entity" as those terms are defined in TEX. GOV'T CODE Section 2252.90, and therefore, no disclosure of interested parties pursuant to TEX. GOV'T CODE Section 2252.908 is required.

RESOLVED AND ORDERED this _____ day of _____.

STATE OF TEXAS
COUNTY OF TARRANT

_____
County Judge

_____ _____
Commissioner, Precinct One Commissioner, Precinct Three

_____ _____
Commissioner, Precinct Two Commissioner, Precinct Four

Tarrant County Court Order No. _____

APPROVED AS TO FORM:

_____
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts 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 contract review from independent counsel.

RESOLVED AND ORDERED this _____ day of _____, _____.

STATE OF TEXAS
COUNTY OF PARKER

_____
County Judge

_____ _____
Commissioner, Precinct One Commissioner, Precinct Three

_____ _____
Commissioner, Precinct Two Commissioner, Precinct Four

Parker County Court Order No. _____

APPROVED AS TO FORM:

_____
Parker County Criminal District Attorney's Office

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 14
Department: Juvenile Services	**Prepared By:** Christina Mayo	**Approved By:** Riley Shaw

SUBJECT:

Consideration of Fiscal Year 2026 Contract between Tarrant County and Rite of Passage, Inc. for Secure Short-Term Detention Services for Tarrant County Juvenile Services Clients

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that Commissioners Court consider the Fiscal Year 2026 contract between Tarrant County and Rite of Passage, Inc. to provide secure short-term detention services at the Lake Granbury Youth Services facility for clients of Tarrant County Juvenile Services (TCJS).

BACKGROUND

The Tarrant County Juvenile Probation Department, in accordance with the Texas Family Code, Title 3, Juvenile Justice Code, requires the use of a licensed facility for the temporary secure detention of juveniles prior to adjudication. Rite of Passage, Inc., through its Lake Granbury Youth Services program, operates a facility that houses and maintains children of juvenile age for pre-adjudication confinement.

These secure short-term detention services include 24-hour supervision, room and board, educational and recreational programming, case management, behavioral health and counseling services, and medical care.

The contract term is September 1, 2025, through August 31, 2026, with a not-to-exceed amount of $30,000.00.

This contract has been reviewed as to form by the District Attorney's Office and approved by the Tarrant County Juvenile Board at its August 20, 2025 Board meeting.

FISCAL IMPACT

The total budgeted funds for pre-adjudication residential services contracts will not exceed $30,000.00. Funding in the amount of $20,000.00 was requested in 10000-2026 General Fund / 2610110000 Juvenile Services / 569011 Professional Services and $10,000.00 budgeted in Texas Juvenile Justice Department State Aid Grant-2004 / P0011-2026 State Aid / 2610110000 Court Intake / 569011 Professional Services.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

County Auditor

Attachments

Contract

CONTRACT FOR SECURE SHORT-TERM DETENTION SERVICES
RITE OF PASSAGE, INC.

In accordance with provisions of the Governor's Office, Criminal Justice Division and TJJD, the County Juvenile Board at the request of and on behalf of **Tarrant County Juvenile Probation** (hereinafter called "COUNTY"), and **Rite of Passage, Inc.** (hereinafter called "SERVICE AGENT"), by this Contract, and in consideration of the mutual promises set forth below, agree that:

I. CONTRACT PERIOD

The contract period will be effective from September 1st, 2025 through August 31st, 2026.

II. PURPOSE

The purpose of this Secure Short-term Detention Services Contract is to provide the COUNTY with Short-term Detention Care for children of juvenile age, who are referred to a detention facility for act(s) of delinquency or act(s) indicating a need for supervision, during pre-trial and pre-dispositional status or in the post-dispositional treatment prescribed by the Court. The SERVICE AGENT'S placement facility (hereinafter called "Facility") to be utilized is owned and operated by SERVICE AGENT and the business address of SERVICE AGENT is located at 2560 Business Parkway, Suite A, Minden, NV, 89423.

Contract Facility Name	Address	City / State/ Zip
Lake Granbury Youth Services	**1300 Crossland Road**	**Granbury, TX 76048**

III. SERVICES

The SERVICE AGENT is an educational, vocational and athletic program for at-risk youth. The SERVICE AGENT agrees to provide the following services, which shall be limited to adjudicated juvenile offenders in licensed childcare facilities as follows:

A. Provide this juvenile with room and board, supervision twenty-four hours per day, seven days a week; an approved education program; recreation facilities; case management, behavioral health services, including counseling and psychiatry services.

B. Routine medical examination and treatment services within the Facility, which will be pre-approved by and paid for by the COUNTY. COUNTY agrees to pay for all non-routine and emergent medical and/or dental costs that exceed $1,000 over the length of stay if:

   i) The SERVICE AGENT notifies the COUNTY or designee prior to the services being rendered; or;

   ii) If, in vendor's (physician and/or dentist) opinion, the services cannot be delayed a sufficient amount of time to comply with the above without hardship to the child; and,

   iii) The SERVICE AGENT notifies the COUNTY and/or designee of the probably charges the next working day after services are provided.

   iv) As appropriate, the SERVICE AGENT will provide proof of medical coverage to the Medical Service Provider to enable them to seek payment for medical services rendered.

C. If emergency examination, EMS treatment, health care treatment and /or hospitalization outside the Facility ("Outside Treatment") is required for a juvenile placed in the Facility, the Administrator of the Facility is authorized to secure the Outside Treatment at the expense of the COUNTY. The COUNTY agrees to indemnify and hold harmless SERVICE AGENT, its officers, directors, representatives, agents, shareholders, and employees from any and all liability for charges for Outside Treatment. The Administrator shall notify the appropriate Treatment. The Administrator shall notify COUNTY of Outside Treatment within twenty-four (24) hours of its occurrence.

D. Juveniles from the COUNTY who are alleged to have engaged in delinquent conduct including a need for supervision, as reflected in a Child in Need of Supervision Order (CINS) will be admitted to the Facility under the authority of any Juvenile Court having jurisdiction or its designated official. Juveniles not released within forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the appropriate Juvenile Court in accordance with the Texas Family Code, Title III (Section 54.01). If the juvenile is ordered detained, a certified copy of the Detention Order must be delivered to the Facility prior to the juvenile's re-admission.

E. Each juvenile placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the Facility.

F. If a juvenile is accepted by the Facility from the COUNTY and the juvenile thereafter is determined to be, in the sole judgment of the Administrator, mentally unfit, dangerous, or unmanageable or whose mental or physical conduct would or might endanger the other occupants of the Facility, then the Administrator shall notify the COUNTY of this determination. The juvenile shall immediately be removed from the Facility. It will be the responsibility of the COUNTY to provide for the transportation for the removal of the juvenile.

G. SERVICE AGENT agrees that the Facility will accept any juvenile who qualifies, without regard to such juvenile 's religion, race, creed, sex or national origin.

H. It is further understood and agreed by the parties that juveniles placed in pre-adjudication care in the Facility shall be removed from the Facility by the appropriate authorities from the COUNTY, or its agents, servants or employees at the conclusion of the ten (10) day working period authorized by the Court Order issued at the conclusion of the initial detention hearing by the Judge of the appropriate Juvenile Court unless a new Order has been issued authorizing the continued detention, and a copy of the new Order has been delivered to the Facility, or unless a waiver of the ten (10) working day hearing has been executed and a signed copy of the waiver is received by the Facility. A copy of the Order issued pursuant to the waiver shall be furnished to the Facility. The same understanding and Contract between the parties exists with the exception that the court orders may authorize detention for up to fifteen (15) working days after the initial hearing and detention period.

I. It is further understood and agreed by the parties that juveniles may be released to the Probation Officer or other appropriate authority of the COUNTY pursuant to: (a) paragraph E of this Contract, (b) an Order of Release signed by the Judge of the Juvenile Court of the COUNTY.

J. SERVICE AGENT shall be in compliance with all Standards and requirements of the Texas Juvenile Justice Department and all applicable State and Federal law.

K. SERVICE AGENT shall provide twenty (24) hour supervision for the juvenile, including awake staff during sleeping hours in the Facility.

L. Each juvenile placed in the Facility shall be provided the opportunity to complete the Massachusetts Youth Screening Instrument (MAYSI-2) as required by the Texas Juvenile Justice Department. Facility personnel administering the MAYSI-2 shall be properly trained, sign the warning page, and document time and date administered. The MAYSI-2 shall then be promptly provided to the Juvenile Probation Officer of the COUNTY.

M. Each juvenile placed in the Facility shall be enrolled in an educational program. Special steps shall be taken to comply with requirements of Special Education students and their needs.

N. It is further understood and agreed by the parties that nothing in this Contract shall be construed to permit the COUNTY, its agents, servants, or employees in any way to manage, control, direct or instruct SERVICE AGENT, its directors, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the COUNTY shall control the condition and terms of detention supervision as to a particular juvenile pursuant to the Texas Family

Code, Section 51.12.

IV. COMPENSATION

A. For and in consideration of the above-mentioned services, COUNTY agrees to pay the SERVICE AGENT the daily rate of **$295** per bed. The cost is based on the projected actual cost of care for juveniles in the Facility.

B. Psychiatric services will be provided to the juvenile on an as needed basis. The initial psychiatric evaluation and follow-up evaluations will be paid for by COUNTY at the current contracted rates. These services and fees will be pre-authorized by the COUNTY.

C. COUNTY agrees to pay for all psychotropic medications prescribed to the juvenile.

D. COUNTY agrees to pay for all non-routine and emergent care for the child. SERVICE AGENT shall notify the COUNTY of the needed service and submit an invoice for reimbursement.

E. Education services are provided on-site through an accredited charter school. Should the COUNTY request GED preparation and/or testing, the COUNTY will be responsible for the rates and fees associated with those services. The cost for the provision of education services is not included in the per diem rate and the COUNTY shall not be responsible for the cost of these services. SERVICE AGENT shall work with state/local education agencies to receive reimbursement for these services.

F. SERVICE AGENT will submit an invoice for payment of services to the COUNTY on a monthly basis. Said invoice shall be submitted within ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: to be attributed to specific clients if appropriate, date service was rendered, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by COUNTY in order to monitor SERVICE AGENT for financial compliance with this Contract. Invoices submitted by SERVICE AGENT in proper form shall be paid by COUNTY within thirty (30) days.

G. SERVICE AGENT shall account separately for the receipt and expenditure of any and all state funds received from COUNTY under this contract. SERVICE AGENT shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):

   A. SERVICE AGENT has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. Upon request, SERVICE AGENT shall forward a copy of the annual outside audit to COUNTY by June 1 following the end of the fiscal year.

   B. If SERVICE does not obtain an annual outside audit, then SERVICE AGENT shall provide a separate accounting of funds received from COUNTY in whole or in part paid from state funds. The accounting shall clearly list the state funds received from the COUNTY and account for expenditures of said funds including documentation of appropriate expenditures as well as the year's tax forms and documentation. The accounting shall be provided to the COUNTY thirty (30) days prior to the renewal date of the contract.

H. It is understood and agreed by SERVICE AGENT that this Contract is funded in whole or in part with grant or state funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

I. In the event that State Reimbursement Rates are increased during the duration of the terms of this Contract, the new rates will become effective reflecting those of the increase.

J. SERVICE AGENT agrees to make claims for payment or direct any payment disputes to COUNTY. SERVICE AGENT will not contact other department employees regarding any claims of payment.

K. SERVICE AGENT will provide certification of eligibility to receive State funds as required by Texas Family Code Section 231.006.

L. Except to the extent that a party to this Contract seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this Contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the cost of mediation services equally.

V. ADDITIONAL TERMS AND AGREEMENTS

A. Prior to transporting a juvenile to the Facility for placement in Secure Short-Term Detention, the official authorizing the placement shall call the SERVICE AGENT to ensure that space is available. Placement of juveniles by authorized officers of COUNTY may be denied if space limitations require as determined by the SERVICE AGENT.

B. A juvenile will only be accepted in the Facility upon receipt by the Facility Administrator of a proper order / Authorization for Detention from the COUNTY.

C. It is understood and agreed that any juvenile placed in the Facility by the COUNTY shall be responsible for any damages caused by their juveniles. The SERVICE AGENT shall notify the COUNTY of such damages and provide estimates / invoices as soon as they are available. Total cost of damages shall be placed on the normal monthly billing statement, when all costs of repairs have been received.

D. Each juvenile placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the SERVICE AGENT.

E. This Contract, terms and agreements are transferable only with the written consent of both parties.

VI. EXAMINATION OF PROGRAM RECORDS

A. SERVICE AGENT agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of this Contract and / or to review its records periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of SERVICE AGENT and the juveniles when deemed necessary.

B. SERVICE AGENT shall provide to COUNTY such descriptive information on contracted juveniles as requested on forms provided by COUNTY.

C. For purpose of evaluation, inspection, auditing or reproduction, SERVICE AGENT agrees to maintain and make available to authorized representatives of the State of Texas or COUNTY any and all books, documents or other evidence pertaining to the costs and expenses of this Contract.

D. SERVICE AGENT will keep a record of all services provided to COUNTY under this Contract, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by COUNTY. SERVICE AGENT will maintain the records (as referenced above) for seven (7) years after the termination of this Contract.

E. SERVICE AGENT understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit it or investigation in connection with those funds. SERVICE AGENT further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. SERVICE AGENT will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the SERVICE AGENT and the requirement to cooperate is included in any subcontract it awards.

VII. CONFIDENTIALITY OF RECORDS

SERVICE AGENT shall maintain strict confidentiality of all information and records relating to juveniles involved in COUNTY services and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Contract, or as may be required by law.

VIII. DUTY TO REPORT

As required by §§261.101 and 261.405 of the Texas Family Code, SERVICE AGENT shall report any allegations or incident of abuse, exploitation or neglect of any juvenile (including but not limited to a juvenile that has been placed by COUNTY) within twenty-four (24) hours from the time the allegation is made, to all of the following:

A. Local law enforcement agency (such as the **Granbury Police Department**);

B. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and

C. COUNTY.

IX. DISCLOSURE OF INFORMATION

SERVICE AGENT warrants that, prior to entering this Contract, it has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly ascertain and disclose in sufficient detail this same information to COUNTY:

A. Any and all corrective action required by any of SERVICE AGENT'S licensing authorities;

B. Any and all litigation filed against the SERVICE AGENT, or against its employees, interns, volunteers, subcontractors, agents and / or consultants that have direct conflict with juveniles;

C. Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the SERVICE AGENT that has direct contact with juveniles;

D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and /or consultant of the SERVICE AGENT that had direct contact with juveniles was the alleged or designated perpetrator;

E. The identity of any of the SERVICE AGENT'S employees, interns, volunteers, subcontractors, agents and / or consultants that have direct contact with juveniles that are registered sex offenders; and

F. The identity of any of the SERVICE AGENT'S employees, interns, volunteers, subcontractors, agents and / or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

X. EQUAL OPPORTUNITY

SERVICE AGENT agrees to respect and protect the civil and legal rights of all juveniles and their parents. During the performance of this Contract the SERVICE AGENT agrees it:

a) Will not discriminate against any juvenile, childcare Agent, parent, employee or applicant for employment because of race, color, religion, sex or national origin including but not limited to employment, promotion, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of

compensation and selection for training, including apprenticeship. The SERVICE AGENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination.

b) Will, in all solicitations or advertisement for employees placed by or on behalf of the SERVICE AGENT, state that all qualified applicants for positions in the Facility, will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c) Shall abide by all applicable federal, State and local laws and regulations.

XI. DISCLOSURE OF INTERESTED PARTIES

No officer, employee or agent of COUNTY and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Contract which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof. SERVICE AGENT acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the form 1295, certified to as shown in Attachment "F", with the Texas Ethics Commission as required by law.

XII. DEFAULT, SANCTIONS, PENALTIES FOR BREACH OF CONTRACT

COUNTY may, by written notice of default to SERVICE AGENT, terminate the whole or any part of this Contract, as it deems appropriate, in any one of following circumstances:

A. If SERVICE AGENT fails to perform the work called for by this Contract within the time specified herein or any extension thereof, or

B. If SERVICE AGENT fails to perform any of the other material provisions of this Contract, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms, and in either of these two circumstances after receiving notice of default, SERVICE AGENT does not cure such failure within a period of ten (10) days.

C. Except to the extent that a party to this Contract seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this Contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

D. To the extent permitted by law and ordered by the trial court, the prevailing party in any lawsuit arising out of this Contract will be entitled to Attorney's fees from the other party, including actions for declaratory relief.

E. Notices required under this Contract shall be sent by fax or by registered U.S. mail, return receipt requested, to the party at the addresses listed below. A party must provide notice of a change of address during the term of this Contract. Unless specified otherwise, notice required in this Contract shall be deemed to have been received when received.

Rite of Passage-LGYS	Tarrant County Juvenile Probation
2560 Business Pkwy Ste A	2701 Kimbo Road
Minden, NV 89423	Fort Worth, TX 76111
Attn: Rusty Alexander	Attn: Chief

F. Captions in this Contract are for convenience only and shall be deemed irrelevant in construing the provisions of the Contract.

G. The parties intend that, in construing and enforcing the provisions of the Contract, mediators and judges shall give maximum effect to the principles of contractual freedom and contractual enforceability.

H. If any court finds any provision of this Contract to be invalid or unenforceable, this finding shall not affect the validity or enforceability of any other provision of the Contract.

I. No express or implied waiver by any party of any right of that party under this Contract in any specific circumstance shall be considered to waive that right of the party in any other circumstance.

J. The covenants and agreements in this Contract are binding on and issued to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

XIII. TERMINATION

The initial term of this Contract shall be for a period of twelve months from the effective date. However, if either party feels in its judgment that the Contract cannot be successfully continued, and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date of the Notice of Termination. At 12:00 o'clock Midnight, thirty (30) calendar days after the date of the Notice of Termination, this Contract shall terminate, become null and void, and be of no further force or effect. Such termination shall not affect or diminish the COUNTY'S responsibility for payment of any amounts due and owing at the time of termination of the Contract. The COUNTY shall remove at its expense all juveniles placed in the Facility on or before the termination date.

XIV. REPRESENTATIONS & WARRANTIES

SERVICE AGENT hereby represents and warrants the following:

A. That it has all necessary right, title, license and authority to enter into this Contract;

B. That is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business; and that there are no taxes due and owing to the State of Texas, the County, or any political subdivision thereof;

C. SERVICE AGENT will maintain in force policies of general liability insurance against loss to any person or property occasioned by acts or omissions of SERVICE AGENT. Copies of original insurance policies shall be furnished to COUNTY. Furthermore, the COUNTY shall be notified immediately upon any changes in the status of insurance policies and shall promptly furnish updated certificates of insurance to COUNTY.

D. That all of its employees, interns, volunteers, subcontractors, agents and / or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect and exploitation allegations.

E. The SERVICE AGENT verifies that it does not boycott Israel and will not boycott Israel during the term of this Contract. The term "boycott Israel" is defined by the Texas Government Code Section 808.001, effective September 1, 2017.

F. Scrutinized Business Operations Prohibited: In compliance with Section 2252.151 et seq. of the Texas Government Code, PROVIDER warrants and represents that: (1) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither PROVIDER nor any of its affiliates engages in

scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. PROVIDER further represents and warrants that neither PROVIDER nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

G. Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited: In compliance with Section 2274.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3).

H. Boycott of Certain Energy Companies Prohibited: In compliance with Section 2276.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) of the Texas Government Code.

XV. COMPLIANCE WITH LAWS

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

Texas Government Code Chapter 552 ("Texas Public Information Act" or "TPIA"). The County advises Contractor that the County is a governmental body under Chapter 552 of the Texas Government Code and that certain information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Texas Public Information Act ("TPIA") request. Contractor's trade secrets, certain financial information, and proprietary information may be subject to an exception to disclosure under Chapter 552 of the Texas Government Code, Subchapter C. If a TPIA request is made on the County to disclose Contractor information that may be subject to an exception from disclosure, County will (i) promptly notify Contractor of such request for disclosure, and (ii) decline to release such information and file a written request with the Texas Attorney General's office seeking a determination as to whether such information may be withheld.

XVI. VENUE

Exclusive venue for any litigation arising from this Contract shall be in Tarrant County, Texas.

XVII. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

XVIII. PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole and only Contract of the parties hereto and supersedes any prior

understandings or written or oral Contract between the parties respecting the within subject matter.

XIX. PRISON RAPE ELIMINATION ACT (PREA)

A. SERVICE AGENT shall comply with all federal, state, county and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this contract, including the prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated person, including juveniles and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.

B. Under PREA, SERVICE AGENT shall make available to the COUNTY all incident-based aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice form the previous calendar year no later than June 30th [PREA 115.387 (e) and (f)].

C. All COUNTY employees and / or employees of other agencies that COUNTY send to the Facility shall have completed PREA training.

XX. ELECTRONIC SIGNATURES; FACSIMILE AND SCANNED COPIES; DUPLICATE ORGINALS; COUNTERPARTS; ADMISSIBILITY OF COPIES

A. Each party agrees that: (i) any electronic signature (if any), whether digital or encrypted, to this Agreement made by any party is intended to authenticate this Agreement and shall have the same force and effect as an original manual signature; and (ii) any signature to this Agreement by any party transmitted by facsimile or by electronic mail shall be valid and effective to bind that party so signing with the same force and effect as an original manual signature. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile or electronic transmission, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. This Agreement may be executed in multiple duplicate originals and all such duplicate originals shall be deemed to constitute one and the same instrument. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to constitute a single instrument. The parties agree that a true and correct copy of the original of this Agreement shall be admissible in a court of law in lieu of the original Agreement for all purposes of enforcement hereof.

"EXHIBIT A"

Vendor Verification Form

The COUNTY contact for all invoicing questions is:

Billing Contact Name	
Billing Contact Title	
Billing Contact Phone	
Billing Contact Email	

Rite of Passage shall submit invoices for payment (select one)

_____ Via US Mail
_____ Electronically

If via US Mail, invoices shall be mailed as follows:

Agency Name	
Attention	
Street Address	
City, State, Zip Code	

If invoices are to be submitted electronically, invoices shall be emailed as follows:

Billing Contact Email	

Signatures of Authority

This Contract is executed with the declared intention of the parties that this Contract is a contract providing for the care of juveniles who have allegedly committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by the COUNTY having juvenile jurisdiction for the juveniles placed in the Facility.

Rite of Passage, Inc.

Signature: Rusty Alexander (Aug 19, 2025 12:47:24 PDT)

Print Name: Rusty Alexander

Title: Business Managing Director

Date: _____

Tarrant County Juvenile Probation

Signature: _____

Print Name: Riley Shaw

Title: Director of Juvenile Services

Date: 8-20-2025

Additional COUNTY Signatures:

Signature: _____

Print Name: Alex Kim

Title: Juvenile Board Interim Chairman

Date: 8/20/2025

EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the ____day of _____, 2025, by Commissioners' Court Order No._____.

COUNTY OF TARRANT
STATE OF TEXAS

_____

Tim O'Hare Date
County Judge

APPROVED AS TO FORM:

James Marvin Nichols
Criminal District Attorney's Office*

*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

Total not to exceed an annual amount of $30,000.

***CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF $30,000:**

$10,000 - Grant-2004/P0011-2026/2610110000/569011
$20,000 - 10000-2026/2610110000/569011

CERTIFICATION OF
AVAILABLE FUNDS: $_____

_____
Tarrant County Auditor

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2025-1352271

Date Filed:
08/19/2025

Date Acknowledged:

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

Rite of Passage, Inc- Lake Granbury Youth Services
Minden, NV 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.

JS-2025-111
Secure Short-Term Detention Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Broman, Ski	Minden, NV United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Rusty Alexander, and my date of birth is 11/11/1972.

My address is 2560 Business Pkwy, Suite A, Minden (city), NV (state), 89423 (zip code), USA (country).

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

Executed in Douglas County, State of Nevada, on the 19th day of August (month), 20 25 (year).

Rusty Alexander (Aug 19, 2025 14:33:50 PDT)

Signature of authorized agent of contracting business entity
(Declarant)

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Department: Juvenile Services **Prepared By:** Christina Mayo **Approved By:** Riley Shaw

SUBJECT:

Consideration of Fiscal Year 2026 Contract between Tarrant County and MHMR of Tarrant County for the Provision of the Help Me Thrive Program, Navigation and Continuum of Support Services, to Students Attending the Tarrant County Juvenile Justice Alternative Education Program

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the Fiscal Year 2026 contract between Tarrant County and MHMR of Tarrant County (MHMRTC) for the Help Me Thrive (HMT) Program, which provides navigation and continuum of support services to students enrolled in the Tarrant County Juvenile Justice Alternative Education Program (JJAEP).

BACKGROUND

MHMRTC is the second-largest community center in Texas and provides services related to mental health, intellectual and developmental disabilities, addiction and substance use, child and family services, early childhood intervention, criminal justice support and veterans' homelessness. MHMRTC is comprised of clinical and administrative professionals, including nurses, social workers, therapists, and case managers who provide services at more than fifty (50) locations across North Texas. These services are provided with partners in the public and private sector.

The Help Me Thrive Program builds on the existing Help Me Grow North Texas system framework (prenatal through age 5) by expanding services for youth ages 6 to 17. The program supports students and families by identifying needs, connecting to resources, and coordinating services. It integrates with the existing Mental Health System of Care to close service gaps, enhance collaboration among providers, and improve outcomes.

With approval of this contract, Tarrant County will provide funding in the amount of $45,000.00 to strengthen social and emotional competencies for students enrolled in JJAEP, improve school achievement, reduce alcohol and drug use, and decrease involvement with the juvenile justice system.

The contract term is October 1, 2025, through September 30, 2026.

This contract has been reviewed as to form by the Criminal District Attorney’s Office and approved by the Tarrant County Juvenile Board at its August 20, 2025, meeting.

FISCAL IMPACT

Funding in the amount of $45,000.00 for this program was requested to be included in the FY 2026 budget in account 10000-2026 General Fund / 2610115000 Juvenile Justice Alternative Education Program / 569011 Professional Services.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $45,000 contingent upon approval of FY26 Budget to Certification

County Auditor

Attachments

Contract

Docusign Envelope ID: 103D2E9B-D3FB-4BC4-994A-3F36C31195FB

STATE OF TEXAS	§	**JUVENILE SERVICES CONTRACT WITH MHMRTC FOR HELP ME THRIVE (HMT) NAVIGATION AND CONTINUUM OF SUPPORTS**
COUNTY OF TARRANT	§	

BACKGROUND

This Contract for services is between **Tarrant County, Texas**, hereinafter referred to as ("COUNTY"), and **MHMR of Tarrant County (MHMRTC),** hereinafter referred to as ("PROVIDER"), for the provision of **Help Me Thrive (HMT) Navigation and Continuum of Supports**. The Commissioners Court finds that this Contract serves a public purpose by increasing core social and emotional competencies for students attending the Tarrant County Juvenile Justice Alternative Education Program in order to improve school achievement, reduce alcohol/drug use, and decrease involvement with juvenile justice system.

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

1.1 PROVIDER agrees to perform the following:

1.1.1 Provide a well-trained, part-time specialist to be housed at the Tarrant County Juvenile Justice Alternative Education Program, herein after referred to as ("JJAEP"), for 200 school days (this includes summer school), 15 - 18 hours a week (school hours currently 8:30 am – 4:30 pm), to implement an evidence-based life skills curriculum, substance abuse education and counseling to students who attend the JJAEP;

1.1.2 Complete timely orientation requirements with students and parents;

1.1.3 Utilize a validated substance abuse screening tool for JJAEP students. This tool is to screen students for specific interventions and services;

1.1.4 Follow-up with any family members seeking further assistance with alcohol/drug concerns for themselves or family members by identifying and contacting community referrals that best address any identified needs;

1.1.5 Attend regular meetings to continue to improve intra-agency collaboration. These meetings will provide a structure for administration from both agencies to review and address programmatic goals and make necessary adjustments to those youth being served; and

1.1.6 Provide any required documentation once confidentiality releases have been signed.

1.2 COUNTY will provide the following services:

1.2.1 Refer to PROVIDER students identified as meeting criteria for life skills, substance abuse education and counseling;

1.2.2 Provide classroom space, telephone services, internet connection, and office furniture to staff located at the JJAEP;

1.2.3 Attend meetings to continue improved intra-agency collaboration. Meetings will provide structure for administration from both agencies to review and address programmatic goals and make necessary adjustments to those youth being served; and

1.2.4 Provide any required documentation once confidentiality releases have been signed.

2 TERM

This Contract begins on October 1, 2025, and concludes on September 30, 2026.

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3 EVALUATION CRITERIA

3.1 In accordance with the Texas Human Resources Code Section 221.051 the performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. The PROVIDER is accountable for delivery of quality services and shall provide information necessary to enable COUNTY to measure progress toward specified goals and outcomes. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.

3.1.1 Primary outcome measure: Increase core social and emotional competencies for students attending the JJAEP in order to improve school achievement, reduce drug use, and decrease involvement with juvenile justice system.

3.2 COUNTY shall additionally evaluate PROVIDER by the following output measures:

3.2.1 One part-time specialist for daily coverage for the school calendar, including summer school;

3.2.2 Evidence-based Life Skills training curriculum to target population;

3.2.3 Substance abuse screening, education and counseling services to target population; and

3.2.4 Maintain high standards, work effectively in a collaborative environment and provide consistency and opportunities to motivate students towards educational success and achievement.

3.3 COUNTY shall further evaluate PROVIDER by the following outcome measures:

3.3.1 At time of discharge, a minimum of 70% of youth referred to the program did not penetrate further into the juvenile justice system;

3.3.2 Achieve a minimum of 80% daily program attendance rate;

3.3.3 Maintain a minimum of 85% successful program completion rate.

4 COST

4.1 The COUNTY will pay PROVIDER no more than an amount of $45,000 annually. COUNTY will pay PROVIDER within thirty (30) days of invoice receipt when the PROVIDER satisfies the following conditions:

4.1.1 PROVIDER will bill for services performed in accordance with this Contract;

4.1.2 This annual amount will be paid in monthly increments at $3,750 x 12 months;

4.1.3 PROVIDER will send a monthly invoice addressed to Tarrant County Juvenile Services, (also referred to as "TCJS") ATTN: Jesús Reyes, 2701 Kimbo Road, Fort Worth, TX 76111;

4.1.4 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested; and

4.1.5 Each billing should contain a brief description of services provided and the rate of which services have been billed.

5 EXAMINATION AND RETENTION OF RECORDS

5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.

5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the youth when deemed necessary.

5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

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6 CONFIDENTIALITY OF RECORDS

PROVIDER shall maintain strict confidentiality of all information and records relating to juveniles participating in Life Skills Education Curriculum and shall not re-disclose the information except as required to perform the services pursuant to this Contract, or as may be required by law.

7 DUTY TO REPORT

7.1 As required by Texas Family Code Chapter 261, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made or the incident occurs to all of the following:

7.1.1 Local Law enforcement agency with jurisdiction; and

7.1.2 Texas Juvenile Justice Department ("TJJD"), by submitting a TJJD Incident Report Form to abuseneglect@tjjd.texas.gov (or if unable to complete the form within 24 hours, then by calling 866-477-8354 followed by submitting the report within 24 hours of said call); and

7.1.3 TCJS to facsimile number 817-838-4646, and via phone call to 817-838-4643.

7.2 PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.

8 FINANCIAL RESPONSIBILITY

PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.

9 AGENCY-INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This Contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This Contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

10 ASSIGNMENT AND SUBCONTRACT

PROVIDER may not assign or subcontract any of its rights, duties, and/or obligations arising out of this Contract without the prior written consent of COUNTY.

11 THIRD PARTY BENEFICIARY EXCLUDED

This Contract does not protect any specific third party. The intent of this Contract excludes the idea of a suit by a third party beneficiary.

12 DISCLOSURE OF INFORMATION

12.1 PROVIDER warrants that, prior to entering this Contract, it has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Chief Probation Officer at 817-838-4643:

12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;

12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;

12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct contact with juveniles;

12.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;

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12.1.5 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;

12.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and

12.1.7 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct Contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of youth being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

13 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all youth and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex religion, disability or national origin. PROVIDER shall abide by all applicable federal, state, and local laws and regulations.

14 OFFICIAL NOT TO BENEFIT

No officer, employee, or agent of COUNTY and no member of its governing body and no other public official of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Contract which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

15 COMPLIANCE WITH LAWS

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

16 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

16.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including by not limited to the obligation to pay, upon giving notice to the PROVIDER.

16.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

17 TERMINATION

17.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:

17.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or

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17.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.

17.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.

17.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

18 DEFAULT

18.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:

18.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or

18.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms.

18.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty calendar (30) days.

18.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

19 NOTICE

Any notice or other writing required by this contract, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

TARRANT COUNTY
Mr. Riley Shaw
Director of Juvenile Services
2701 Kimbo Rd.
Fort Worth, TX 76111

SERVICE PROVIDER
Ms. Susan Garnett / MHMRTC
CEO
3840 Hulen Street, North Tower
Fort Worth, TX 76107

20 WAIVER OF SUBROGATION

PROVIDER expressly waives any and all rights it may have to subrogation for any claims or rights of its employees, agents, owners, officers, interns, volunteers or subcontractors against COUNTY.

21 INDEMNIFICATION

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF PROVIDER, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS CONTRACT. PROVIDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS FOR ANY WRONGFUL OR NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF COUNTY OR TCJS'S AGENTS, EMPLOYEES OR SERVANTS ARISING FROM OR RELATED TO THIS CONTRACT FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

22 SOVEREIGN IMMUNITY

This Contract shall not be interpreted to inure to the benefit of a third party not a party to this Contract. This Contract 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 contract, party's agent, or party's employee, otherwise provided by law.

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23 REPRESENTATION AND WARRANTIES

23.1 PROVIDER hereby represents and warrants the following:

23.1.1 That is has all necessary right, title, license and authority to enter into this Contract;

23.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;

23.1.3 That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Contract;

23.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations of incidents of abuse, exploitation or neglect of a consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations; and

23.1.5 That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both English and Spanish language versions of the following official notice forms that are available on the TJJD website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation.*

24 TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

25 VENUE

Exclusive venue for any litigation arising from this Contract shall be in Tarrant County, Texas.

26 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

26.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation by TJJD, or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.

26.2 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate. ***(Attachment "A" - Family Code 231.006)***

26.3 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.

26.4 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the ***Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services*** – **(*Attachment "B"*),** if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.

26.5 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this Contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.

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26.6 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, TJJD, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received from the Contract form all or part of the consideration.

26.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.

26.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.

26.9 The PROVIDER, prior to an employee being designated to provide services under this contract, agrees to allow TCJS to conduct a criminal background check in the manner specified and in accordance with federal law and standards. Certain employees may be prohibited from providing services to youth under this contract.

27 LEGAL CONSTRUCTION

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

28 PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole and only Contract of the parties hereto and supersedes any prior understanding or written or oral Contract between the parties regarding the within subject matter.

29 AMENDMENTS

30.1 The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.

30.2 COUNTY may amend, modify or alter the terms of this Contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.

30 DISCLOSURE OF INTERESTED PARTIES

The MHMR of Tarrant County acknowledges that it is a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

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32 ELECTRONIC SIGNATURES; FACSIMILE AND SCANNED COPIES; DUPLICATE ORGINALS; COUNTERPARTS; ADMISSIBILITY OF COPIES

Each party agrees that: (i) any electronic signature (if any), whether digital or encrypted, to this Agreement made by any party is intended to authenticate this Agreement and shall have the same force and effect as an original manual signature; and (ii) any signature to this Agreement by any party transmitted by facsimile or by electronic mail shall be valid and effective to bind that party so signing with the same force and effect as an original manual signature. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile or electronic transmission, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. This Agreement may be executed in multiple duplicate originals and all such duplicate originals shall be deemed to constitute one and the same instrument. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to constitute a single instrument. The parties agree that a true and correct copy of the original of this Agreement shall be admissible in a court of law in lieu of the original Agreement for all purposes of enforcement hereof.

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EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the ____day of _____, 2025, by Commissioners' Court Order No._____.

TARRANT COUNTY
STATE OF TEXAS

X 8-20-2025
Riley Shaw Date
Director of Juvenile Services
2701 Kimbo Road, Fort Worth, TX 76111

X 8/20/2025
Alex Kim Date
Juvenile Board Interim Chairman
2701 Kimbo Road, Fort Worth, TX 76111

MHMRTC

Signed by:
X Susan Garnett 8/15/2025
Ms. Susan Garnett Date
CEO
3840 Hulen Street, North Tower
Fort Worth, TX 76107

COUNTY OF TARRANT
STATE OF TEXAS

_____
Tim O'Hare Date
County Judge

APPROVED AS TO FORM:

James Marvin Nichols
Criminal District Attorney's Office*

***CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF $45,000:**

10000-2026/2610115000/569011

CERTIFICATION OF
AVAILABLE FUNDS: $_____

_____
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.

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 10
Department: Juvenile Services	**Prepared By:** Christina Mayo	**Approved By:** Riley Shaw

SUBJECT:

Consideration of Fiscal Year 2026 Contract Renewal between Tarrant County and MHMR of Tarrant County for the Provision of On-Site Case Management Services

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the Fiscal Year 2026 contract renewal between Tarrant County and MHMR of Tarrant County (MHMRTC) for the provision of On-Site Case Management Services for mutual clients of Tarrant County Juvenile Services and MHMRTC with identified mental health needs.

BACKGROUND

MHMRTC is the second-largest community center in Texas and provides services related to mental health, intellectual and developmental disabilities, addiction and substance use, child and family services, early childhood intervention, criminal justice support and veterans' homelessness. MHMRTC is comprised of clinical and administrative professionals, including nurses, social workers, therapists, and case managers who provide services at more than fifty (50) locations across North Texas. These services are provided by partners in the public and private sectors. MHMR of Tarrant County provides a full-time case manager to reduce recidivism among juvenile offenders with behavioral health and developmental disabilities.

On October 1, 2024, the Commissioners Court, through Court Order #143998, approved a contract renewal with MHMRTC in the amount of $26,000.00 to provide on-site case management services to mutual clients of MHMRTC and Juvenile Services.

With approval of this contract, MHMRTC will continue to provide on-site case management services to mutual clients of TCJS and MHMRTC. Services include joint assessments, case planning activities, crisis intervention, skill-teaching and counseling. In addition, MHMRTC will facilitate access to community resources for clients and their families. The goal is to reduce recidivism among Juvenile Offenders who have behavioral health and developmental disabilities. TCJS provides office space, operational support and $26,000.00 in salary support for the case manager.

The term of the contract is October 1, 2025 through September 30, 2026.

This contract has been reviewed as to form by the Criminal District Attorney's Office and approved by the Tarrant County Juvenile Board at the August 20 , 2025, Board meeting.

FISCAL IMPACT

Total funding in the amount of $26,000 was requested in 10000-2026 General Fund / 2610110000 Juvenile Services / 569011 Professional Services.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $26,000 Contingent upon Commissioners Court approval of FY26 Budget

County Auditor

Attachments

Contract

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STATE OF TEXAS	§	**JUVENILE SERVICES CONTRACT**
	§	**WITH MHMRTC**
COUNTY OF TARRANT	§	**FOR JOINT PROJECT SERVICES**

BACKGROUND

This Contract for services is between **Tarrant County, Texas**, hereinafter referred to as ("COUNTY"), and **MHMR of Tarrant County (MHMRTC)**, hereinafter referred to as ("PROVIDER"), for the provision of a **full-time MHMRTC case manager**. COUNTY finds that this Contract serves a public purpose for the provision of services to reduce recidivism among juvenile offenders with behavioral health and developmental disabilities by working collaboratively with Tarrant County Juvenile Services, also referred to as ("TCJS") to identify and respond to behavioral health needs, link them to appropriate community services to address these needs and ensure continuity of care as the youth moves through the juvenile system.

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

1.1 PROVIDER agrees to perform the following:

1.1.1 Facilitate information sharing between agencies regarding youth served by both agencies.

1.1.2 Review cases referred by TCJS for historical involvement with MHMRTC.

1.1.3 Participate in joint assessment and case planning activities to identify appropriate agency services to meet identified mental health needs.

1.1.4 Facilitate client/family access to appropriate services available through MHMRTC, including mental health services, substance abuse services and disability services

1.1.5 Provide continuity of care services to avoid service disruptions during transitions between placements or programs.

2 TERM

This Contract begins on October 1, 2025 and concludes on September 30, 2026.

3 EVALUATION CRITERIA

3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. COUNTY, After consultation and agreement with PROVIDER, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.

3.2 COUNTY shall evaluate PROVIDER'S performance under this Contract according to the following specific performance goals for PROVIDER:

3.2.1 Provide a collaborative relationship with TCJS for services to youth and families experiencing circumstances which have brought them to the mutual attention of these partner agencies and/or under the jurisdiction of the Juvenile Court; and

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3.2.2 Strengthen the youth's and family's ability to address and resolve identified mental health needs in order to effectively maintain living in the home and community.

3.3 COUNTY shall additionally evaluate PROVIDER by the following output measures:

3.3.1 # of youth and families receiving services; and

3.3.2 # of referrals of youth and family members to MHMRTC for additional community mental health services.

3.4 COUNTY shall further evaluate PROVIDER by the following outcome measures:

3.4.1 A case manager will be assigned and present at TCJS offices during normal business hours, except for reasonable days for earned vacation or sick leave;

3.4.2 100% of cases referred by TCJS will be reviewed for historical involvement with MHMRTC; and

3.4.3 100% of youth referred by TCJS will be assessed for additional services through MHMRTC as determined appropriate.

4 COST

4.1 COUNTY agrees to provide funding for salary, fringe benefits, travel and other related costs in an amount not to exceed **$26,000** to PROVIDER, in consideration for which PROVIDER will station a case manager at 2701 Kimbo Road, Fort Worth, TX 76111;

4.2 PROVIDER will be paid monthly increments of $2,166.66. PROVIDER agrees to prorate the monthly amount if the position becomes vacant or the case manager is out on unpaid leave;

4.3 PROVIDER will send a monthly invoice addressed to Tarrant County Juvenile Services, ATTN: Barbara Munoz, 2701 Kimbo Road, Fort Worth, TX 76111;

4.4 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested; and

4.5 Each billing should contain a brief description of services provided and the rate of which services have been billed.

5 EXAMINATION AND RETENTION OF RECORDS

5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.

5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the youth when deemed necessary.

5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

6 CONFIDENTIALITY OF RECORDS

Juvenile records are expressly made confidential by law. PROVIDER shall maintain strict confidentiality of all information and records relating to the children and families served under this Contract, and shall not re-disclose any information except as required to perform the services described herein, or as may be required by law.

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7 DUTY TO REPORT

7.1 As required by Texas Family Code Chapter 261, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made or the incident occurs to all of the following:

7.1.1 Local Law enforcement agency with jurisdiction; and

7.1.2 Texas Juvenile Justice Department ("TJJD"), by submitting a TJJD Incident Report Form to abuseneglect@tjjd.texas.gov (or if unable to complete the form within 24 hours, then by calling 866-477-8354 followed by submitting the report within 24 hours of said call); and

7.1.3 TCJS to facsimile number 817-838-4646, and via phone call to 817-838-4643.

7.2 PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.

8 FINANCIAL RESPONSIBILITY

PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.

9 AGENCY-INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This Contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This Contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

10 ASSIGNMENT AND SUBCONTRACT

PROVIDER may not assign or subcontract any of its rights, duties and/or obligations arising out of this Contract without prior written consent of COUNTY.

11 THIRD PARTY BENEFICIARY EXCLUDED

This Contract does not protect any specific third party. The intent of this Contract excludes the idea of a suit by a third party beneficiary.

12 DISCLOSURE OF INFORMATION

12.1 PROVIDER warrants that, prior to entering this Contract, it has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Chief Probation Officer at 817-838-4643:

12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;

12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;

12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct contact with juveniles;

12.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;

12.1.5 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and / or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;

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12.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and

12.1.7 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of youth being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

13 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all youth and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex religion, disability or national origin. PROVIDER shall abide by all applicable federal, state, and local laws and regulations.

14 OFFICIAL NOT TO BENEFIT

No officer, employee, or agent of COUNTY and no member of its governing body and no other public official of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Contract which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

15 COMPLIANCE WITH LAWS

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

16 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

16.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including but not limited to the obligation to pay for services not rendered upon giving notice to the PROVIDER.

16.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

17 TERMINATION

17.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:

17.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or

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17.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.

17.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.

17.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

18 DEFAULT

18.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:

18.1.2 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof;

18.1.3 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms; or

18.1.4 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty calendar (30) days.

18.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to Contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

19 NOTICE

Any notice or other writing required by this contract, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY
Mr. Riley Shaw
Director of Juvenile Services
2701 Kimbo Road
Fort Worth, Texas 76196

PROVIDER
Susan Garnett
MHMR of Tarrant County
3840 Hulen Street, North Tower
Fort Worth, Texas 76107

20 WAIVER OF SUBROGATION

PROVIDER expressly waives any and all rights it may have to subrogation for any claims or rights of its employees, agents, owners, officers, interns, volunteers or subcontractors against COUNTY.

21 INDEMNIFICATION

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF PROVIDER, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS CONTRACT. PROVIDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS FOR ANY WRONGFUL OR NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF COUNTY OR TCJS'S AGENTS, EMPLOYEES OR SERVANTS ARISING FROM OR RELATED TO THIS CONTRACT FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

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22 SOVEREIGN IMMUNITY

This Contract shall not be interpreted to inure to the benefit of a third party not a party to this Contract. This Contract 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 contract, party's agent, or party's employee, otherwise provided by law.

23 REPRESENTATION AND WARRANTIES

23.1 PROVIDER hereby represents and warrants the following:

23.1.2 That is has all necessary right, title, license and authority to enter into this Contract;

23.1.3 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;

23.1.4 That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Contract;

23.1.5 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations; and

24 TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

25 VENUE

Exclusive venue for any litigation arising from this Contract shall be in Tarrant County, Texas.

26 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

26.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation by TJJD, or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.

26.2 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate. ***(Attachment "A" - Family Code 231.006)***

26.3 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.

26.4 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the ***Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services*** – (***Attachment "B"***), if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.

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26.5 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, TJJD, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received from the Contract form all or part of the consideration.

26.6 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.

26.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.

26.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.

26.9 The PROVIDER, prior to an employee being designated to provide services under this contract, agrees to allow TCJS to conduct a criminal background check and a child abuse registry check in the manner specific and in accordance with the Prison Rape Elimination Act and TJJD standards. Certain employees may be prohibited from providing services to youth under this contract.

26.10 The PROVIDER agrees that any employee prior to providing services under this contract will be required to attend Orientation Training and Prison Rape Elimination Act Training provided by TCJS.

27 LEGAL CONSTRUCTION

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

28 PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole and only Contract of the parties hereto and supersedes any prior understanding or written or oral Contract between the parties regarding the within subject matter.

29 AMENDMENTS

29.1 The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.

30.2 COUNTY may amend, modify or alter the terms of this Contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.

30 DISCLOSURE OF INTERESTED PARTIES

The MHMR of Tarrant County acknowledges that it is a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

Docusign Envelope ID: 3228FBC3-83CD-41F3-8FF7-E0205F2133FB

31 ELECTRONIC SIGNATURES; FACSIMILE AND SCANNED COPIES; DUPLICATE ORGINALS; COUNTERPARTS; ADMISSIBILITY OF COPIES

Each party agrees that: (i) any electronic signature (if any), whether digital or encrypted, to this Agreement made by any party is intended to authenticate this Agreement and shall have the same force and effect as an original manual signature; and (ii) any signature to this Agreement by any party transmitted by facsimile or by electronic mail shall be valid and effective to bind that party so signing with the same force and effect as an original manual signature. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile or electronic transmission, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. This Agreement may be executed in multiple duplicate originals and all such duplicate originals shall be deemed to constitute one and the same instrument. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to constitute a single instrument. The parties agree that a true and correct copy of the original of this Agreement shall be admissible in a court of law in lieu of the original Agreement for all purposes of enforcement hereof.

Docusign Envelope ID: 3228FBC3-83CD-41F3-8FF7-E0205F2133FB

EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the_____day of _____ , 2025, by Commissioners Court Order Number_____

TARRANT COUNTY
STATE OF TEXAS

X _____ 8-20-2025
Riley Shaw Date
Director of Juvenile Services
2701 Kimbo Road, Fort Worth, TX 76111

X _____ 8/20/2025
Alex Kim Date
Juvenile Board Interim Chairman
2701 Kimbo Road, Fort Worth, TX 76111

COUNTY OF TARRANT
STATE OF TEXAS

_____
Tim O'Hare Date
County Judge

APPROVED AS TO FORM:

James Marvin Nichols
Criminal District Attorney's Office*

MHMR of Tarrant County

X Signed by: Susan Garnett 8/1/2025
Ms. Susan Garnett Date
Chief Executive Officer
3840 Hulen Street, North Tower, Fort Worth, TX 76107

*$26,000 is contingent upon Commissioner's Court approval of the Fiscal Year 2026 Operating Budget

***CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF $26,000:**

10000-2026/2610110000/569011

CERTIFICATION OF
AVAILABLE FUNDS: $_____

_____
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.

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 11
Department: Juvenile Services	**Prepared By:** Christina Mayo	**Approved By:** Riley Shaw

SUBJECT:

Consideration of Fiscal Year 2026 Contract Renewal between Tarrant County and Lena Pope Home, Inc. for Provision of Behavior Therapy Services to Project Safety and Family Resilience Program Participants

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve the Fiscal Year 2026 contract renewal with Lena Pope Home, Inc. for the provision of Problematic Sexual Behavior Cognitive Behavior Therapy (PSBCBT) services. to Project Safety and Family Resilience (SAFeR) Program participants.

BACKGROUND

Lena Pope offers multiple programs that provide support, education and behavioral intervention to at risk youth and their families. Services are delivered in the home, in the community, and at schools and help youth and families gain the academic, behavioral, and social skills they need to be successful. School and Community Based Services works closely with Tarrant County Juvenile Services, the Texas Juvenile Justice Department, the City of Fort Worth and other agencies and municipalities in the community to provide these programs.

The Project SAFER Program assists families dealing with childhood Problematic Sexual Behavior (PSB) PSB is that which goes beyond what is normal sexual development for a child's age. Project SAFER provides assessment, education, and treatment planning, utilizing a comprehensive family-centered approach to serve both children and their families.

On November 19, 2024, Commissioners Court, through Court Order #144242, approved FY 2025 contact renewal with Lena Pope Home, Inc. in the amount of $25,000.00 to provide PSB-CBT services to youth between the ages of 10 and 14 and their families who participated in the Tarrant County Juvenile Services SAFER Program.

With approval, Lena Pope Home, Inc. will continue to provide PSB-CBT services to youth between the ages of 10 and 14 who are referred to the Tarrant County Juvenile Services for an annual not to exceed the amount of $65,900.90. Lena Pope Home, Inc. will provide a monthly invoice for reimbursement.

The term of the contract is October 1, 2025, through September 30, 2026.

This contract has been reviewed as to form by the Criminal District Attorney's Office and approved by the Tarrant County Juvenile Board at the August 20, 2025, Board Meeting.

FISCAL IMPACT

Funding in the amount of $25,000 was requested in 10000-2026 General Fund / 2610110000 Juvenile Services / 569011 Professional Services and $40,900.90 is budgeted in the Texas Juvenile Justice Department Discretionary State Aid as Grant-2004 / P0031-2026 Discretionary State Aid - Community Projects / 2610510000 Community Based Programs - Mental Health / 569011 Professional Services.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $65,900.90, $25,000.00 Contingent upon Commissioners Court approval of FY26 Budget

County Auditor

Attachments

Contract

STATE OF TEXAS	§	**JUVENILE SERVICES CONTRACT**
	§	**WITH LENA POPE HOME**
	§	**FOR PROJECT SAFETY and FAMILY**
COUNTY OF TARRANT	§	**RESILIENCE (SAFeR) PROGRAM**

BACKGROUND

This Contract for services is between **Tarrant County, Texas**, hereinafter referred to as ("COUNTY"), and **Lena Pope Home, Inc**, hereinafter referred to as ("PROVIDER"), for the provision of Problematic Sexual Behavior Cognitive Behavior Therapy (PSB-CBT) also referred to as **Project Safety and Family Resilience (SAFeR) Program.** COUNTY finds that this Contract serves a public purpose by providing treatment services to youth between the ages of 10-14 and their families referred to Tarrant County Juvenile Services, also referred to as ("TCJS"), to address the specialized treatment needs of these youths displaying sexual offending behaviors.

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

PROVIDER agrees to perform the following:

1.1 Provide treatment services utilizing the PSB-CBT model for youth 10-14 years of age at the time the program is initiated;

1.2 Provide the PSB-CBT model to the youth and family over an approximate 23 -week period;

1.3 Work collaboratively with the staff of the Juvenile Offender Caseload Unit and the Community Collaborative Multidisciplinary Team to clearly identify treatment goals for the youth and family;

1.4 Therapists will meet regularly with the assigned juvenile probation officer/staff at scheduled clinical staffing/reviews throughout the treatment series;

1.5 Submit progress reports monthly along with the monthly invoice;

1.6 Maintain required contact with the University of Oklahoma Health Sciences Center (OUHSC) for consultation and supervision to ensure the clinicians providing treatment services obtain certification in the PSB-CBT model of treatment;

1.7 Notify electronically within 72 hours of the start service date and documentation of first face to face contact with youth and/or family from time of enrollment in the program;

1.8 Notify electronically within 72 hours of the end service date, reason for discharge and receive the discharge; and

1.9 Provide discharge summary within five (5) business days following the client's last date of services.

2 TERM

This Contract begins on October 1, 2025, and concludes on September 30, 2026.

3 EVALUATION CRITERIA

3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.

3.1 COUNTY shall evaluate PROVIDER'S performance under this Contract according to the following specific performance goals:

3.1.1 Decrease the risk of sexual based re-offending through the use of the PSB-CBT model;

3.1.2 Increase the knowledge and understanding of the parents/guardians in sexual offending behaviors and how they can effectively manage their child's adjustment and treatment; and

3.1.3 Obtain and maintain the necessary certification in the PSB-CBT model to effectively implement the treatment protocols.

3.2 COUNTY shall evaluate PROVIDER performance under this Contract according to the following outputs:

3.2.1 Provide services to a minimum of six (6) youth and families during contract period.

3.3 COUNTY shall evaluate the program utilizing the following short-term measures:

3.3.1 90% of youth referred will complete the program successfully;

3.3.2 90% of youth served will not receive a new sexual offense-based referral while enrolled in the program; and

3.3.3 100% of clinicians providing the treatment will receive on-going supervision by OUHSC and be certified in the treatment model.

3.4 COUNTY shall evaluate the program utilizing the following long-term measures:

3.4.1 85% of youth served successfully complete their probationary period;

3.4.2 85% of youth who complete the program are not re-referred for a subsequent sexual based offense;

3.5 PROVIDER shall submit a performance report on short-term measures by November 1, 2026 outlining the success achieved in the program.

4 COST

4.1 The COUNTY will pay PROVIDER no more than an amount of $65,900.90 pursuant to this Contract. COUNTY will pay PROVIDER within thirty (30) days of invoice receipt when the PROVIDER satisfies the following conditions:

4.1.1 PROVIDER will bill at a weekly rate of $177.83 per youth/family not to exceed a total of $4,090.09 per case, unless pre-approved by the department.

4.1.2 PROVIDER will send a monthly invoice to Tarrant County Juvenile Services, ATTN: Barbara Munoz, 2701 Kimbo Road, Fort Worth, TX 76111;

4.1.3 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested; and

4.1.4 Each billing should contain a brief description of services provided and the rate of which services have been billed.

5 EXAMINATION AND RETENTION OF RECORDS

5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.

5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the youth when deemed necessary.

5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

6 CONFIDENTIALITY OF RECORDS

Juvenile records are expressly made confidential by law. Pursuant to this SERVICE PROVIDER CONTRACT the PROVIDER shall maintain strict confidentiality of all information and records relating to the children and families served under this Contract, and shall not re-disclose any information except as required to perform the services described herein, or as may be required by law.

7 DUTY TO REPORT

7.1 As required by Texas Family Code Chapter 261, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made or the incident occurs to all of the following:

7.1.1 Local Law enforcement agency with jurisdiction; and

7.1.2 Texas Juvenile Justice Department ("TJJD"), by submitting a TJJD Incident Report Form to abuseneglect@tjjd.texas.gov (or if unable to complete the form within 24 hours, then by calling 866-477-8354 followed by submitting the report within 24 hours of said call); and

7.1.3 TCJS to facsimile number 817-838-4646, and via phone call to 817-838-4643.

7.2 PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.

8 FINANCIAL RESPONSIBILITY

PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.

9 AGENCY-INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This Contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This Contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

10 ASSIGNMENT AND SUBCONTRACT

PROVIDER may not assign or subcontract any of its rights duties and/or obligations arising out of this Contract without prior written consent of COUNTY.

11 THIRD PARTY BENEFICIARY EXCLUDED

This Contract does not protect any specific third party. The intent of this Contract excludes the idea of a suit by a third-party beneficiary.

12 DISCLOSURE OF INFORMATION

12.1 PROVIDER warrants that, prior to entering this Contract, it has conducted an annual criminal history check and has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Chief Probation Officer at 817-838-4643:

12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;

12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;

12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct contact with juveniles;

12.1.4 All pending and past allegations and / or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;

12.1.5 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and / or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;

12.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and

12.1.7 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of children being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

13 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all youth and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex religion, disability or national origin. PROVIDER shall abide by all applicable federal, state, and local laws and regulations.

14 OFFICIAL NOT TO BENEFIT

No officer, employee, or agent of COUNTY and no member of its governing body and no other public official of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Contract which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

15 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

15.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including by not limited to the obligation to pay, upon giving notice to the PROVIDER.

15.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

16 TERMINATION

16.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:

16.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or

16.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.

16.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.

16.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

17 DEFAULT

17.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:

17.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof;

17.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms; or

17.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty calendar (30) days.

17.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

18 LIQUIDATED DAMAGES

18.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this Contract.

18.2 In the event that this Contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this Contract term. PROVIDER also agrees to reimburse COUNTY for any monies paid for services not rendered by PROVIDER prior to the effective date of termination of this Contract.

19 NOTICE

Any notice or other writing required by this contract, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY
Mr. Riley Shaw
Director of Juvenile Services

PROVIDER
Ms. Ashley Barnes, CEO
Lena Pope Home, Inc.

2701 Kimbo Road
Fort Worth, Texas 76111

3200 Sanguinet Street
Fort Worth, TX 76107

20 WAIVER OF SUBROGATION

PROVIDER expressly waives any and all rights it may have to subrogation for any claims or rights of its employees, agents, owners, officers, interns, volunteers or subcontractors against COUNTY.

21 INDEMNIFICATION

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF PROVIDER, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS CONTRACT. PROVIDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS FOR ANY WRONGFUL OR NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF COUNTY OR TCJS'S AGENTS, EMPLOYEES OR SERVANTS ARISING FROM OR RELATED TO THIS CONTRACT FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

22 SOVEREIGN IMMUNITY

This Contract shall not be interpreted to inure to the benefit of a third party not a party to this Contract. This Contract 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 contract, party's agent, or party's employee, otherwise provided by law.

23 REPRESENTATION AND WARRANTIES

23.1 PROVIDER hereby represents and warrants the following:

23.1.1 That is has all necessary right, title, license and authority to enter into this Contract;

23.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;

23.1.3 That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Contract;

23.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations; and

23.1.5 That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both English and Spanish language versions of the following official notice forms that are available on the TJJD website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation.*

24 TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

25 VENUE

Exclusive venue for any litigation arising from this Contract shall be in Tarrant County, Texas.

26 ADDITIONAL CONDITIONS

26.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation by TJJD or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.

26.2 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate. ***(Attachment "A" - Family Code 231.006)***

26.3 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this Contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.

26.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.

26.5 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the ***Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services – (Attachment "B")***, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.

26.6 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, TJJD, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received from this Contract form all or part of the consideration.

26.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.

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27 LEGAL CONSTRUCTION

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

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This Contract constitutes the sole and only contract of the parties hereto and supersedes any prior understanding or written or oral Contract between the parties regarding the within subject matter.

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29.2 COUNTY may amend, modify or alter the terms of this Contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.

30 DISCLOSURE OF INTERESTED PARTIES

"Lena Pope Home, Inc. acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in **Attachment "C"**, with the Texas Ethics Commission as required by law".

31 ELECTRONIC SIGNATURES; FACSIMILE AND SCANNED COPIES; DUPLICATE ORGINALS; COUNTERPARTS; ADMISSIBILITY OF COPIES

Each party agrees that: (i) any electronic signature (if any), whether digital or encrypted, to this Agreement made by any party is intended to authenticate this Agreement and shall have the same force and effect as an original manual signature; and (ii) any signature to this Agreement by any party transmitted by facsimile or by electronic mail shall be valid and effective to bind that party so signing with the same force and effect as an original manual signature. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile or electronic transmission, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. This Agreement may be executed in multiple duplicate originals and all such duplicate originals shall be deemed to constitute one and the same instrument. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to constitute a single instrument. The parties agree that a true and correct copy of the original of this Agreement shall be admissible in a court of law in lieu of the original Agreement for all purposes of enforcement hereof.

EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the_____day of _____ , 2025, by Commissioners Court Order Number_____

TARRANT COUNTY
STATE OF TEXAS

X _____ 8-20-2025
Riley Shaw Date
Director of Juvenile Services
2701 Kimbo Road, Fort Worth, TX 76111

X _____, 8/20/2025
Alex Kim Date
Juvenile Board Interim Chairman
2701 Kimbo Road, Fort Worth, TX 76111

Lena Pope Home, Inc.

X _____ 7/30/25
Ms. Ashley Barnes Ph.D. Date
CEO
3200 Sanguinet St, Fort Worth, TX 76107

***CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF $65,900.90:**

$25,000 – 10000-2026/2610510000/569011
$40,900.90-Grant-2004/P0031-2026/2610510000/569011

COUNTY OF TARRANT
STATE OF TEXAS

_____
Tim O'Hare Date
County Judge

APPROVED AS TO FORM:

James Marvin Nichols
Criminal District Attorney's Office*

CERTIFICATION OF
AVAILABLE FUNDS: $_____

_____
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

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:
2025-1343541

Date Filed:
07/30/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Lena Pope Home, 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 Juvenile Services

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.
JS-2025-107
Project Safety and Family Resilience (SAFeR) Program

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Andreani, Carlo	Fort Worth, TX United States	X	
Ward, Marce	Fort Worth, TX United States	X	
Wierzowiecki, Sonya	Fort Worth, TX United States	X	
Spiker, Sean	Fort Worth, TX United States	X	
Barnes, Ashley	Fort Worth, TX United States	X	
Ramirez, Robert	Fort Worth, TX United States	X	
Tudor, Todd	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Ashley Barnes, and my date of birth is 7-6-68.

My address is 3200 Sanguinet Street, Fort Worth (city), TX (state), 76107 (zip code), USA (country).

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

Executed in Tarrant County, State of Texas, on the 30th day of July (month), 2025 (year).

Ashley Barnes
Signature of authorized agent of contracting business entity
(Declarant)

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 10
Department: Juvenile Services	**Prepared By:** Christina Mayo	**Approved By:** Riley Shaw

SUBJECT:

Consideration of Fiscal Year 2026 Contract Renewal between Tarrant County and Lena Pope Home, Inc. for the Provision of On-Site Law Enforcement at the Tarrant County Juvenile Justice Alternative Education Program Campus

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the Fiscal Year 2026 contract renewal between Tarrant County and Lena Pope Home, Inc. for the provision of an on-site City of Fort Worth Police Officer at the Juvenile Justice Alternative Education Program (JJAEP) Campus.

BACKGROUND

JJAEP provides behavioral and therapeutic intervention in an academic setting for youth involved in the juvenile justice system. The program is administered by Tarrant County Juvenile Services, who contracts with Lena Pope Home Inc., to provide behavior intervention for students. This program is designed to promote grade-level academic progress, improve attendance and classroom behavior, and address other child or familial needs.

Lena Pope Home, Inc. provides additional security services through the City of Fort Worth for the expense of providing an on-site City of Fort Worth Police Officer at the JJEAP Campus to execute the mandated responsibility to operate the JJAEP in Tarrant County.

On November 19, 2024, the Commissioners Court, through Court Order #144244, approved a contract with Lena Pope Home, Inc. In the amount not to exceed $113,748.00 for a full-time, certified police officer to increase security on campus for students enrolled in the Tarrant County JJAEP.

With approval of this contract Tarrant County will reimburse Lena Pope Home, Inc. for associated costs provided under the contract between Lena Pope Home, Inc. and the City of Fort Worth for the expense of providing an on-site City of Fort Worth Police Officer at the JJAEP Campus. Lena Pope Home, Inc. will provide a quarterly invoice for reimbursement. The annual cost shall not exceed $104,269.00.

The term of the contract is October 1, 2025, through September 30, 2026.

This contract has been reviewed as to form by the Criminal District Attorney's Office and approved by the Tarrant County Juvenile Board at the August 20, 2025, Board meeting.

FISCAL IMPACT

Funding in the amount of $104,269 is budgeted in the Texas Juvenile Justice Department Reimbursement Grant P0027-2026 Tarrant County Juvenile Service's Juvenile Justice Alternative Education Program / 2610115000 Juvenile Justice Alternative Education Program / 569011 Professional Services and $9,479 requested in 10000-2026 General Fund / 2610110000 Juvenile Services / 569011 Professional Services.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $113,748.00, $9,479.00 Contingent upon Commissioners Court approval of FY26 Budget

County Auditor

Attachments

Contract

STATE OF TEXAS	§	**JUVENILE SERVICES CONTRACT - POLICE OFFICER SERVICES WITH LENA POPE HOME**
COUNTY OF TARRANT	§	

BACKGROUND

This Contract for services is between **Tarrant County, Texas**, hereinafter referred to as ("COUNTY"), and **Lena Pope Home, Inc.**, hereinafter referred to as ("PROVIDER"), for the provision of providing additional security services through on-site law enforcement at the Tarrant County Juvenile Justice Alternative Education Program, hereinafter referred to as ("JJAEP"), housed on the campus of Lena Pope Home. The Commissioners Court finds that this Contract serves a public purpose for Tarrant County Juvenile Services, also referred to as ("TCJS") to execute its mandated responsibility to operate the JJAEP in Tarrant County, Texas.

CONTRACT FOR SERVICES

1. **SCOPE OF SERVICES**

PROVIDER agrees to perform the following:

1.1. Full-time services of Fort Worth police officer(s) and all associated costs provided under Contract between City of Fort Worth and Lena Pope Home, assigned to provide campus security the JJAEP, which is housed on the campus of Lena Pope Home. The officer(s) will perform duty equivalent to full-time, as needed, on school days between October 1, 2025, and the end of the 2025-26 JJAEP school term, including summer school, if applicable.

2. **TERM**

This Contract will begin on October 1, 2025 and concludes on September 30, 2026.

3. **EVALUATION CRITERIA**

3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.

3.2 PROVIDER will have assigned officer on the JJAEP campus every day school is in session for 177 day traditional school period as well as up to a20 day summer school period.

3.3 PROVIDER will have assigned officer effectively address any behavioral issues that require law enforcement action, and act in accordance with Texas Statute.

4. **COST**

COUNTY will pay not more than $113,748 pursuant to this Contract. COUNTY will pay PROVIDER promptly upon presentation of quarterly invoices. COUNTY will pay PROVIDER within thirty (30) days of invoice receipt when the PROVIDER satisfies the following conditions:

4.1 PROVIDER will bill for services performed in accordance with this Contract;

4.2 PROVIDER will send a quarterly invoice, including copies of applicable City of Fort Worth billings to Tarrant County Tarrant County Juvenile Services, ATTN: Jesús Reyes, 3131 Sanguinet, Fort Worth, TX 76107; and

4.3 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested.

5. EXAMINATION AND RETENTION OF RECORDS

5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.

5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the children when deemed necessary.

5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of three (3) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

6. CONFIDENTIALITY OF RECORDS

Juvenile Records are expressly made confidential by law. The PROVIDER shall maintain strict confidentiality of all information and records relating to the children and families served under this Contract, and shall not re-disclose any information except as required to perform the services described herein, or as may be required by law.

7. DUTY TO REPORT

7.1 As required by Texas Family Code Chapter 261, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made or the incident occurs to all of the following:

7.1.1 Local Law enforcement agency with jurisdiction; and

7.1.2 Texas Juvenile Justice Department ("TJJD"), by submitting a TJJD Incident Report Form to abuseneglect@tjjd.texas.gov (or if unable to complete the form within 24 hours, then by calling 866-477-8354 followed by submitting the report within 24 hours of said call); and

7.1.3 TCJS to facsimile number 817-838-4646, and via phone call to 817-838-4643.

7.2 PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.

8. FINANCIAL RESPONSIBILITY

PROVIDER understands that PROVIDER is responsible for any other expenses or services incurred by PROVIDER or other agencies in performing its services under this Contract;

9. AGENCY-INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This Contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This Contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

10. ASSIGNMENT AND SUBCONTRACT

PROVIDER may not assign or subcontract any of its rights, duties, and/or obligations arising out of this Contract without prior written consent of COUNTY.

11. THIRD PARTY BENEFICIARY EXCLUDED

This Contract does not protect any specific third party. The intent of this Contract excludes the idea of a suit by a third party beneficiary. The parties to this Contract do not consent to the waiver of sovereign immunity under Texas law to the extent either party may have that immunity under Texas law.

12. DISCLOSURE OF INFORMATION

12.1 PROVIDER warrants that, prior to entering this Contract, it has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Chief Probation Officer at 817-838-4643:

12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;

12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;

12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct Contact with juveniles;

12.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;

12.1.5 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;

12.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and

12.1.7 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of children being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

13. EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all youth and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex religion, disability or national origin. PROVIDER shall abide by all applicable federal, state, and local laws and regulations.

14. OFFICIAL NOT TO BENEFIT

No officer, employee, or agent of COUNTY and no member of its governing body and no other public official of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Contract which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

15. COMPLIANCE WITH LAWS

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

16. WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

16.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including but not limited to the obligation to pay, upon giving notice to the PROVIDER.

16.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

17. TERMINATION

17.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:

17.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or

17.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.

17.2 This Contract may be terminated without cause by either party at lease thirty (30) calendar days prior to the intended date to terminate this Contract.

17.3 The COUNTY and the PROVIDER may mutually agree to termination of this Contract at any time.

18. DEFAULT

18.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:

18.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof;

18.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms; or

18.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty calendar (30) days.

18.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to Contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

19. LIQUIDATED DAMAGES

19.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this Contract.

19.2 In the event that this Contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this Contract term.

20. NOTICE

Any notice or other writing required by this contract, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY
Riley Shaw
Director, Tarrant County Juvenile Services
2701 Kimbo Rd.
Fort Worth, Texas 76111

PROVIDER
Ms. Ashley Barnes Ph. D., CEO
Lena Pope Home
3131 Sanguinet
Fort Worth, Texas 76107

21. WAIVER OF SUBROGATION

PROVIDER expressly waives any and all rights it may to subrogation for any claims or rights of its employees, agents, owners, officers, interns, volunteers or subcontractors against COUNTY.

22. INDEMNIFICATION

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF PROVIDER, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS CONTRACT. PROVIDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS FOR ANY WRONGFUL OR NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF COUNTY OR TCJS'S AGENTS, EMPLOYEES OR SERVANTS ARISING FROM OR RELATED TO THIS CONTRACT FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

23. SOVEREIGN IMMUNITY

This Contract shall not be interpreted to inure to the benefit of a third party not a party to this Contract. This Contract 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 contract, party's agent,

or party's employee, otherwise provided by law.

24. REPRESENTATION AND WARRANTIES

24.1 PROVIDER hereby represents and warrants the following:

24.1.1 That is has all necessary right, title, license and authority to enter into this Contract;

24.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;

24.1.3 That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Contract;

24.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations; and

24.1.5 That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both English and Spanish language versions of the following official notice forms that are available on the TJJD website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation.*

25. TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

26. VENUE

Exclusive venue for any litigation arising from this Contract shall be in Tarrant County, Texas.

27. ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

27.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation by the TJJD, or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.

27.2 The PROVIDER understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, TJJD, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through PROVIDER and the requirement to cooperate is included in any subcontract it awards.

27.3 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate. ***(Attachment "A" - Family Code 231.006)***

27.4 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing

and/or certification requirements pertinent to the PROVIDER'S provision of services under this Contract and must notify COUNTY within 24 hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.

27.5 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJPC for juvenile boards, juvenile probation departments and their subcontractors.

27.6 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the ***Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services*** – (***Attachment "B"***), if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.

27.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.

27.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.

28.9 (a) Boycott of Israel Prohibited. In compliance with Section 2271.001 et seq. of the Texas Government Code, Vendor verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code

28.10 Scrutinized Business Operations Prohibited. In compliance with Section 2252.151 et seq. of the Texas Government Code, PROVIDER warrants and represents that: (1) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither PROVIDER nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. PROVIDER further represents and warrants that neither PROVIDER nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

28.11 Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3).

28.12 Boycott of Certain Energy Companies Prohibited. In compliance with Section 2276.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) of the Texas Government Code.

28. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

29. PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole and only contract of the parties hereto and supersedes any prior understanding or written or oral Contract between the parties respecting the within subject matter.

30. AMENDMENTS

30.1 The Parties may amend this Contract by subsequent written amendments. The Parties will not amend this Contract orally.

30.2 COUNTY may amend, modify or alter the terms of this Contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.

30 DISCLOSURE OF INTERESTED PARTIES

"Lena Pope Home, Inc. acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in **Attachment "C"**, with the Texas Ethics Commission as required by law".

31 ELECTRONIC SIGNATURES; FACSIMILE AND SCANNED COPIES; DUPLICATE ORGINALS; COUNTERPARTS; ADMISSIBILITY OF COPIES

Each party agrees that: (i) any electronic signature (if any), whether digital or encrypted, to this Agreement made by any party is intended to authenticate this Agreement and shall have the same force and effect as an original manual signature; and (ii) any signature to this Agreement by any party transmitted by facsimile or by electronic mail shall be valid and effective to bind that party so signing with the same force and effect as an original manual signature. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile or electronic transmission, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. This Agreement may be executed in multiple duplicate originals and all such duplicate originals shall be deemed to constitute one and the same instrument. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to constitute a single instrument. The parties agree that a true and correct copy of the original of this Agreement shall be admissible in a court of law in lieu of the original Agreement for all purposes of enforcement hereof.

EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the ____day of _____, 2025, by Commissioners' Court Order No._____.

TARRANT COUNTY
STATE OF TEXAS

X _____ 8-20-2025
Riley Shaw Date
Director of Juvenile Services
2701 Kimbo Road, Fort Worth, TX 76111

X _____ 8/20/2025
Alex Kim Date
Juvenile Board Interim Chairman
2701 Kimbo Road, Fort Worth, TX 76111

COUNTY OF TARRANT
STATE OF TEXAS

_____
Tim O'Hare Date
County Judge

APPROVED AS TO FORM:

James Marvin Nichols
Criminal District Attorney's Office*

Lena Pope Home, Inc.

X _____ 7/30/25
Ms. Ashley Barnes, Ph.D. Date
CEO
3200 Sanguinet, Fort Worth, TX 76107

***CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF $113,748:**

$104,269.00-Grant-2004/P0027-2026/2610115000/569011
$9,479.00-10000-2026/2610110000/569011

CERTIFICATION OF
AVAILABLE FUNDS: $_____

_____
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

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:
2025-1343525

Date Filed:
07/30/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Lena Pope Home, 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 Juvenile Services

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.
JS-2025-106
Police Officer Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Andreani, Carlo	Fort Worth, TX United States	X	
Ward, Marce	Fort Worth, TX United States	X	
Wierzowiecki, Sonya	Fort Worth, TX United States	X	
Spiker, Sean	Fort Worth, TX United States	X	
Barnes, Ashley	Fort Worth, TX United States	X	
Ramirez, Robert	Fort Worth, TX United States	X	
Tudor, Todd	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Ashley Barnes, and my date of birth is 7-6-68.

My address is 3200 Sanguinet Street, Fort Worth, TX, 76107, USA.
(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 30th day of July (month), 2025 (year).

Ashley Barnes 7/30/25
Signature of authorized agent of contracting business entity
(Declarant)

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Department: Juvenile Services **Prepared By:** Christina Mayo **Approved By:** Riley Shaw

SUBJECT:

Consideration of Fiscal Year 2026 Contract Renewal between Tarrant County and Behavior Management System, Inc. for the Provision of Handle with Care Program Licensing and Training

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the Fiscal Year 2026 contract renewal between Tarrant County and Behavior Management Systems, Inc. For the provision of Handle with Care Program licensing and training.

BACKGROUND

The Handle with Care Program is the physical intervention and restraint program adopted by Juvenile Services for use by certified detention and probation officers. The program is approved by the Texas Juvenile Justice Department. Annual licensing and training are required for certified detention and probation officers.

On November 19, 2024, the Commissioners Court, through Court Order #144241, approved FY 2025 contract renewal with Behavior Management Systems, Inc. in an amount not to exceed $5,000.00 for the purchase of Handle with Care Training.

With approval, Behavior Management Systems, Inc. will continue to provide Handle with Care training to certified detention and probation officers. The term of the contract for Fiscal Year 2026 is October 1, 2025, through September 30, 2026 at an amount not to exceed $5,650.00.

This contract has been reviewed as to form by the Criminal District Attorney's Office and approved by the Tarrant County Juvenile Board at the August 20, 2025, Board meeting.

FISCAL IMPACT

Total funding in the amount of $5,650 was requested in 10000-2026 General Fund / 2610110000 Juvenile Services / 588261 Education.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $5,650 Contingent upon Commissioners Court approval of FY26 Budget

County Auditor

Attachments

Contract

HANDLE WITH CARE

Behavior Management System, Inc.

Bruce Chapman
President

Hilary Adler
Vice President

June 26, 2025

Tarrant County Juvenile Services
2701 Kimbo Road
Fort Worth, TX 76111

HANDLE WITH CARE CONTRACT

Below is a contract for licensing and training in Handle With Care's Program.

DAY 1 INSTRUCTOR CERTIFICATION TRAINING

Number of Participants	Up to 11* Instructor-capable staff
Length of Training:	Up to 8 Hours
Cost	$3,850.00 plus expenses

*Any Participants over the allotted amount of 11 (not to exceed 14) will be charged an extra $350.00 per Instructor. Over 14 becomes a 2 day training at a cost of $3,200.00 per day plus expenses.

Total Certification Program: $3,850.00 (excluding expenses)

Expenses

- Meals for No-Overnight are $64.00
- Meals for Overnight stay are $85.00
- Lodging for Overnight is $167.00
- Auto travel: Mileage billed at the County rate, currently .67 per mile.
- Additional expenses: Airfare, car rental, parking and tolls (billed at actual) (Estimated at: $700)
- Expenses not to exceed $1800.00

AGENCY IS GIVEN COPYRIGHT AUTHORIZATION FOR ONE YEAR.
You may copy the materials for your staff at no additional cost as per license.

184 McKinstry Road, Gardiner, N.Y. 12525
(845) 255-4031 •E-mail: info@handlewithcare.com • Web Site: www.handlewithcare.com

SITE & EQUIPMENT REQUIREMENTS (please read carefully)

Physical Training

- Sign in table outside the event room.
- Flip chart, whiteboard or blackboard
- Chairs for participants stacked or around perimeter
- Space to accommodate the number of persons attending
- Flat training area appropriate for the number of participants.
- Any relevant equipment normally used by Entity
- SOFT kneepads (soft e.g. volleyball) for each participant provided by the Entity
- Participants are advised to bring a change of clothing for after training
- Entity is responsible for the reproduction of HWC Materials per Contractual Terms

Participants should be advised to wear loose comfortable clothing e.g. sweats, t-shirts and sneakers. Note: Participants who cannot move down to or up from the floor comfortably may not be able to complete parts of this program. Instructor candidates must be able to complete the entire program, and should be comfortable going down to and up from the floor.

RECERTIFICATION/RETRAINING

Annual training is required to ensure the quality of training and to update Participants/Instructors on any refinements or changes in the technology. Annual training is required for the entity to maintain its license to use and copy Handle With Care's program and materials. Entities that are not current in their certification, and that do not have a training and licensing extension, will be responsible for discontinuing the use (and training) of HWC's program and materials.

Entities or instructors whose license term expired or requesting extensions over 30 days will be charged a pro rated licensing fee beginning after the 30 day grace period.

HWC CONTRACTUAL TERMS

In consideration of participating, attending or receiving access, certification or license to view, evaluate, use, teach or copy HWC's training or materials, Tarrant County Juvenile Services agree as follows:

Assumption of Risk. Tarrant County Juvenile Services represents and acknowledges that it is aware that there are inherent risks associated with physical training in behavior management, self-defense & physical restraint and understands that participation in this program entails risks which may result in physical injury, as well as complications arising therefrom, including death. Tarrant County Juvenile Services has had the opportunity to be informed of the content of the training provided by HWC and hereby voluntarily agrees to accept the inherent risks involved.

For purposes of this Contract, 'Handle With Care Behavior Management System, Inc.' includes its owners, directors, officers, independent contractors, and employees (hereinafter collectively referred to herein as 'HWC').

This is a one-year limited use non-exclusive, not-for-resale license and services agreement, not a contract of sale.

ENTITY OF RECORD

Tarrant County Juvenile Services (hereinafter "Entity" or "Entity of Record") is the entity contracting for HWC's Program.

The Entity may only use, teach or copy HWC's Programming or Materials to Entity employees pursuant to the terms of this contract unless otherwise authorized in writing by HWC.

If Entity contracts with independent contractors to provide employee-type services only on a contractor or casual basis, the Entity may consider those independent contractors as Entity Employees (hereinafter collectively 'Entity Employees') provided such staff are subject to these contractual terms and have insurance coverage comparable to that provided by Entity for Entity's employees. Entity and all Participants agree that Entity's Worker's Compensation coverage shall be primary and that Entity and Participants waive their right to sue HWC for any training or program related injury or cause of action. The Entity contracting for an on-site training may not invite outside entities i.e. agencies, facilities, partnerships, businesses, organizations, persons or schools without HWC's prior consent.

Scrutinized Business Operations Prohibited. In compliance with Section 2252.151 et seq. of the Texas Government Code, PROVIDER warrants and represents that: (1) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither PROVIDER nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. PROVIDER further represents and warrants that neither PROVIDER nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3).

Boycott of Certain Energy Companies Prohibited. In compliance with Section 2276.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) of the Texas Government Code.

OWNERSHIP OF PROGRAM AND TRAINING

Entity agrees that all intellectual and property rights (including, but not limited to, the written manual, video, and performance of the verbal and physical components, techniques, team strategies, teaching methods, presentation methods and exercises, demonstrations, performances, workshops and seminars) in the manual and training program provided to Entity by HWC are owned by HWC and are protected by United States Contract, Copyright, Trademark and Patent laws (International Rights Reserved), other applicable property laws, state and common laws and international treaty provisions. HWC retains all rights not expressly granted to Entity. Nothing in this agreement shall grant to Entity or Employee any rights, title or ownership interests in or to the Program, Training, Performance or Materials. Entity and

Participant(s) agree that they will not remove, alter or otherwise obstruct any notice of Copyright, Trademark, Patent or other proprietary right.

Entity agrees to ensure that any and all copies permitted under this Agreement shall contain the same copyright and other proprietary notices.

OWNERSHIP OF DERIVATIVE WORKS

The creation of derivative works is not permitted except with prior written approval by HWC. Derivative works include but are not limited to video, including cell phone, and audio taping of any training session. If a derivative work is made, then to the extent Entity or its Employee/s created such derivative work(s) of HWC Materials, Program or training, it is agreed that such derivative work(s) shall be the sole and exclusive property of HWC and agree that such derivative work(s) shall be denoted with appropriate HWC Copyright and Trademark notices. Entity further agrees to notify HWC of the existence, discovery or creation of any such derivative work, as soon as practicable, and further agrees to provide a copy of said work immediately upon HWC's request.

LICENSING AND CERTIFICATION

HWC- Verbal Training. HWC authorizes the Entity Employee(s) to use and teach HWC's Verbal program at Entity. HWC hereby grants Entity permission to use and reprint (copy) the Verbal Manual for each Employee receiving Verbal Training. If Entity is ONLY contracting for HWC's Verbal Program, there is no re-/certification requirement; however there is an annual licensing fee.
Basic Training. Basic Training licensing and certification authorizes the Entity Employee to use HWC's Verbal or Physical program. Entity Employee must be retrained in the Basic Physical at least annually either by HWC or by one of the Entity's in-house certified Instructors. Verbal refresher training can be provided as needed or as required by law or Entity policy.

Instructor Training. Instructor Training licensing and certification authorizes the Entity Employee to use or teach HWC's Verbal or Physical program. Entity Employee must be re-certified as an instructor annually. This re-certification may be accomplished by either sending the Instructor to a seminar conducted by HWC at various locations around the country or the Entity may contract for a qualified HWC Master Trainer to provide on-site (in-house) recertification. Instructor Certification expires one year from date of training, unless extension is granted in advance by Handle With Care in anticipation of a scheduled recertification program.

A 30-day extension is automatically granted. Entities and/or Employees requesting extensions over 30 days will be charged a pro-rated licensing fee beginning after the 30-day grace period.

MATERIALS

HWC's Materials may only be distributed to Entity Employees receiving HWC training pursuant to this Agreement. All HWC materials, including manuals, video, and training must contain a Notice of Copyright and Trademark. HWC materials must be kept and maintained separate and distinct from all other materials. Entity agrees that it will ensure that HWC materials, and program will only be used and/or taught by Entity Employees and further agrees that it will take all reasonable steps to ensure that said materials will not be shared with, or disclosed to person's outside Entity, except as permitted pursuant to this Agreement.

Entity agrees to keep up with HWC's currency requirements for In-house Basic and Instructor certifications and, as applicable, recertifications, and updates. If Entity fails to maintain its contractual requirements, HWC retains the right, upon written notice, to revoke any licenses, certification, authorities, rights or permissions granted by HWC.

PROTECTION OF PROPRIETARY RIGHTS

Entity and/or Entity Employee acknowledge that HWC training and materials are proprietary and confidential and contain trade secrets. Entity is responsible for ensuring that all Entity Employees receiving HWC training or materials, comply with the terms and conditions of this Agreement. Entity agrees to take all reasonable steps to prevent all parties under its control or contract from using, copying, altering, incorporating, modifying, marketing, capitalizing, defaming, re-selling, lending, leasing, renting, assigning or distributing the HWC Program, goodwill and/or training other than as expressly authorized by this agreement (including but not limited to reverse engineering, taking components of the program and marketing them under a different name or title, or aiding or abetting anyone else in doing so). Entity and Entity Employee further agree that they will not aid or assist any other person or entity in the use, teaching or reproduction of said training and materials except as authorized under this agreement. Entity or Entity Employee shall promptly notify HWC of any unauthorized use discovered and agree to cooperate with HWC in any action taken by HWC or request by HWC to Entity to terminate any such unlawful or illegal conduct or actions.

INFORMATION AND MATERIAL REQUESTS.

Requests for HWC training or program information or copies of HWC Materials by outside entities (including attorneys), governmental organizations, non-profits or press, shall be referred to HWC.

TEXAS PUBLIC INFORMATION ACT

Entity advises HWC that Entity is a governmental body under Chapter 552 of the Texas Government Code and that certain information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Texas Public Information Act ("TPIA") request. HWC's trade secrets, certain financial information, and proprietary information may be subject to an exception to disclosure under Chapter 552 of the Texas Government Code, Subchapter C. If a TPIA request is made on Entity to disclose HWC information that may be subject to an exception from disclosure, Entity will (i) promptly notify HWC of such request for disclosure, and (ii) decline to release such information and file a written request with the Texas Attorney General's office seeking a determination as to whether such information may be withheld.

POLICY AND COMPLIANCE

Entity of Record and Entity Employees are responsible for knowing and complying with all applicable federal, state and local laws and regulations (hereinafter "Law") including those regarding the use (and reporting) of physical restraint. In the event there are variances between HWC and the Law, the Entity of Record and/or Employee shall follow the Law.

PROGRAM ADHERENCE

In no instance shall HWC's techniques or holding methods be used unlawfully or for punishment. Entity agrees to take all steps reasonably necessary to ensure that any Entity staff who restrains another person using HWC's program fully understands and will abide by all of the safety precautions, safety protocols, advisories and warnings in HWC's Training Program and Materials.

INDEMNITY

HWC and/or their directors, officers, volunteers, representatives, independent contractors and employees are NOT responsible for the errors, omissions, acts, negligence or failure to act of any party, participant or entity using or conducting HWC training on behalf of themselves or the Entity. To the extent permitted by the Texas Constitution laws, and rules, and without waiving any immunities or defenses available to the

Entity as a governmental entity, the Entity shall hold HWC harmless from and against damages, liabilities, losses, judgments, costs, and expenses caused by the negligent acts, gross negligence, culpable acts, errors or omissions of Entity and/or Entity Employees. The Entity shall reimburse HWC for its reasonable attorney fees if HWC is the prevailing party in a formal administrative or judicial action against Entity to collect an invoice payment or interest that is due.

CHOICE OF LAW

This contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

DISCLOSURE OF INTERESTED PARTIES

"Handle With Care Behavior Management Systems, Inc. acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in Attachment "A", with the Texas Ethics Commission as required by law".

ADDITIONAL REQUIREMENTS

Handle With Care Behavior Management System, Inc. verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

CANCELLATION POLICY

GENERAL. Entity and/or Employee are required to give HWC 30-days advance notice if they need to reschedule or cancel scheduled dates, unless otherwise agreed to in writing. If HWC has booked travel arrangements, i.e, airline, hotel, car rental, etc. in reliance on a contract or scheduled training dates and the Entity cancels the training, Entity is responsible for unrefunded travel fees.

WEATHER OR UNFORESEEABLE CIRCUMSTANCE. Scheduled trainings sometimes need to be cancelled due to weather conditions. If inclement weather will likely prohibit the registrants and/or the trainers from attending, HWC shall have the right to reschedule. HWC will make reasonable efforts to phone or email all registrants to inform of the cancellation. Once the training is underway, it is most likely that it will continue to completion as scheduled. HWC will allow registrants to attend an alternate training if s/he cannot attend due to inclement weather or other good cause. HWC shall not be responsible for travel expenses of the Entity of Record, registrants or Employees, for any reason.

HWC reserves the right to cancel or reschedule trainings at any time. If HWC cancels or reschedules the training for any reason, including, but not limited to weather, injury or illness of HWC's staff, or other circumstances, HWC will credit or refund the full amount of training. HWC is not responsible for non-HWC travel arrangements, travel fees, or any expenses incurred by the Entity or Employees.

TERMINATION

In the event Entity or Entity Employees do not maintain their license or certification(s) according to the provisions in this Agreement, then this Agreement terminates and Entity and/or Entity Employee shall discontinue all use of HWC's Program or Materials.

In the event ENTITY is overdue on any fees, charges, disbursements or expenses as set forth in this agreement, and fails to cure within 15 days of written notice, HWC shall have the right to terminate this agreement, at its sole discretion.

In the event one party materially breaches the terms of this agreement, the other party may terminate this

agreement after giving a written notice to the breaching party informing them of the breach; breaching party shall be entitled to cure the breach within 30 days of receipt of notification.

HWC retains the right to immediately terminate this agreement if Entity engages in an act or acts which bring HWC or its principles into public disrepute, contempt, scandal or ridicule, or fails to comply with quality assurance and training requirements or uses excessive or unlawful force.

In the event of termination, all copies of HWC's Materials must be destroyed or immediately returned to HWC, at HWC's option.

The rights and obligations under the section entitled "Protection of Proprietary Rights" shall survive any termination and continue to bind the parties to the agreements contained therein.

PAYMENT

The Entity agrees to supply any information, documents and/or purchase orders needed to process payment. If a purchase order or other documentation is required, Entity is responsible to supply said documentation. in a form acceptable to HWC. If documents or purchase orders are required but not provided, the Entity hereby agrees to pay for services received (and/or costs incurred by HWC) according to HWC's terms then in effect. The Entity agrees to supply any information needed to process payment in a timely manner.

Payment is late if not received 30 days from the time training is delivered. Late fees at the statutory interest rate set forth in Texas Government Code Sec. 2251.025 shall be imposed after 30 days; Entity agrees to pay any costs or expenses incurred by HWC in collecting same, including reasonable attorney's fees and expenses.

RIGHTS AND REMEDIES

The rights and remedies provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

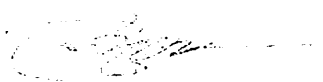
SERVERABILITY

In the event that one or more of any portion of the provisions contained in this agreement shall be invalid or unenforceable for any reason, the legality and enforceability of the remaining provisions shall not be affected thereby.

NO REPRESENTATIONS

This Agreement constitutes the entire Agreement and supersedes all prior agreements between the HWC and Entity in respect to the subject matter herein. HWC has made no representations or promises in respect to the Training which is the subject of this agreement except those contained herein, and those, if any, contained in some written communication to Entity, signed by an officer of HWC.

Respectfully submitted;



Bruce Chapman
President
BC:ha

ELECTRONIC SIGNATURES; FACSIMILE AND SCANNED COPIES; DUPLICATE ORGINALS; COUNTERPARTS; ADMISSIBILITY OF COPIES

Each party agrees that: (i) any electronic signature (if any), whether digital or encrypted, to this Agreement made by any party is intended to authenticate this Agreement and shall have the same force and effect as an original manual signature; and (ii) any signature to this Agreement by any party transmitted by facsimile or by electronic mail shall be valid and effective to bind that party so signing with the same force and effect as an original manual signature. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile or electronic transmission, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. This Agreement may be executed in multiple duplicate originals and all such duplicate originals shall be deemed to constitute one and the same instrument. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to constitute a single instrument. The parties agree that a true and correct copy of the original of this Agreement shall be admissible in a court of law in lieu of the original Agreement for all purposes of enforcement hereof.

EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the_____day of _____, 2025, by Commissioners Court Order Number _____

TARRANT COUNTY
STATE OF TEXAS

X 8-20-2025
Riley Shaw Date
Director of Juvenile Services
2701 Kimbo Road, Fort Worth, TX 76111

X 8/20/2025
Alex Kim Date
Juvenile Board Interim Chairman
2701 Kimbo Road, Fort Worth, TX 76111

COUNTY OF TARRANT

STATE OF TEXAS

Tim O'Hare Date
County Judge

***CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF $5,650:**

10000-2026/2610110000/588621

APPROVED AS TO FORM:

James Marvin Nichols
Criminal District Attorney's Office*

CERTIFICATION OF
AVAILABLE FUNDS: $_____

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

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:
2025-1353026

Date Filed:
08/21/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Handle With Care Behavior Management System, Inc.
Gardiner, NY United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Juvenile Probation Commission, 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.
JS-2025-110
Handle with Care

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Chapman, Bruce	Gardiner, NY United States	X	
Adler, Hilary	Clayton, GA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Bruce Chapman, and my date of birth is 05/18/1952.

My address is 184 McKinstry Rd, Gardiner (city), NY (state), 12525 (zip code), USA (country).

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

Executed in Ulster County, State of NY, on the 21st day of August (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 11
Department: Juvenile Services	**Prepared By:** Christina Mayo	**Approved By:** Riley Shaw

SUBJECT:

Consideration of Fiscal Year 2026 Contract Renewal between Tarrant County and ACH Child and Family Services for the Provision of Intervention Services through the Pre-Adjudication Respite Care Program

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that Commissioners Court consider the Fiscal Year 2026 Contract between ACH Child and Family Services and Tarrant County Juvenile Services for the Pre-Adjudication Respite Care Program.

BACKGROUND

ACH Child and Family Services brings resources and skills to children and families struggling with life's challenges. The Pre-Adjudication Respite Care Program provides intervention services and an alternative to secure detention for pre-adjudicated risk, misdemeanor juvenile offenders who are primarily pending domestic violence referrals or presenting with family conflict.

On November 19, 2024, Commissioners Court, through Court Order #144240, approved the Fiscal Year 2025 contract renewal with ACH Child and Family Services in the amount not to exceed $49,275.00 to provide residential respite services. These services include counseling, skills training, support services and transition planning to address family needs and dynamics with the goal of family reunification.

With approval, ACH Child and Family Services will continue to provide the residential respite services outlined above for an amount not to exceed $49,275.00.

The term of the contract is October 1, 2025, through September 30, 2026.

This contract has been reviewed as to form by the District Attorney's Office and approved by the Tarrant County Juvenile Board at its August 20, 2025, meeting.

FISCAL IMPACT

Funding in the amount of $49,275.00 was requested in 10000-2026 General Fund / 2610110000 Juvenile Services / 569011 Professional Services.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $49,275 Contingent upon Commissioners Court approval of FY26 Budget

County Auditor

Attachments

Contract

STATE OF TEXAS	§	**JUVENILE SERVICES CONTRACT WITH**
	§	**ACH CHILD AND FAMILY SERVICES**
COUNTY OF TARRANT	§	**FOR THE PRE-ADJUDICATION**
	§	**RESPITE CARE PROGRAM**

BACKGROUND

This Contract for services is between **Tarrant County, Texas**, hereinafter referred to as ("COUNTY"), and **ACH Child and Family Services**, hereinafter referred to as ("PROVIDER"), for the provision of **Residential Respite Services including counseling, skills training, support services and transition planning to address family needs and dynamics with the goal of reunification.** COUNTY finds that this Contract serves a public purpose in a collaboration with Tarrant County Juvenile Services ("TCJS") for the provision of intervention services and an alternative to secure detention to address pre-adjudicated, lower risk, misdemeanor offenders primarily pending domestic violence referrals or presenting with family conflict.

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

1.1 PROVIDER agrees to perform the following:

1.1.1 Review referral timely within 3 hours of receipt from TCJS. Notify TCJS within this time frame as to ability to accept youth and timeframe for acceptance.

1.1.2 Provide unlocked, residential care (24 hours per day, 7 days per week) in the Youth Emergency Shelter ("YES") and additional counseling, skills training, and support services. The average stay is expected to be 14 calendar days and will not exceed 90 days.

1.1.3 Ensure YES youth are enrolled in and receive educational services.

1.1.4 Complete an intake, service plan, and transition plan with the goal of family reunification.

1.1.5 Provide services to the youth and family. The parent/guardian will be invited and expected to participate in intake, planning and services.

1.1.6 Provide culturally and linguistically appropriate services.

1.1.7 Assess the youth's and family's behavior and progress daily to determine if he/she is ready to return home.

1.1.8 Notify the parent/guardian immediately and assigned probation officer and TCJS liaison electronically or by phone within 8 hours of a youth absconding from the YES.

1.1.9 Notify the TCJS liaison within 24 hours of the end service date and reason for discharge.

1.1.10 Provide copies of the service plan and transition plan to the TCJS liaison within 5 business days of discharge from YES.

2 TERM

This Contract begins on October 1, 2025, and concludes on September 30, 2026.

3 EVALUATION CRITERIA

3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. COUNTY, after consultation and agreement with PROVIDER, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.

3.2 COUNTY shall evaluate PROVIDER'S performance under this Contract according to the following specific performance goals for PROVIDER:

3.2.1 Provide a collaborative relationship with TCJS for services to pre-adjudicated youth and families experiencing circumstances which have brought them to the mutual attention of these partner agencies and/or under the jurisdiction of the Juvenile Court; and

3.2.2 Through early intervention, respite, skills training, and counseling services, strengthen and re-unite families while diverting youth from the juvenile justice system.

3.3 COUNTY shall additionally evaluate PROVIDER by the following output measures:

3.3.1 # of youth and families served in program; and

3.3.2 # of days of residential respite care per youth; and

3.3.3 # and types of other referrals and resources provided for youth and families.

3.4 COUNTY shall further evaluate PROVIDER by the following outcome measures:

3.4.1 Availability to review referrals within 3 hours of receipt 24 hours per day, 7 days per week; and

3.4.2 70% of youth enrolled in the program will transition home with youth and family engaged and full program participation; and

3.4.3 The program will operate with the goal that 70% of youth completing the program will not be re-arrested and referred to TCJS within the first year of receiving services.

4 COST

4.1 The COUNTY will pay PROVIDER no more than an amount of $49,275 for the period identified, pursuant to this Contract. COUNTY will pay PROVIDER within thirty (30) days of invoice receipt when the PROVIDER satisfies the following conditions:

4.1.1 COUNTY will pay the PROVIDER an amount of $135 per day, per youth.

4.1.2 PROVIDER will submit a monthly invoice for services performed in accordance with this Contract.

4.1.3 Each invoice should include the name of the youth for whom payment is being requested, program entry date, program exit date when applicable, the number of days being invoiced, the daily rate, and total monthly cost.

4.1.4 PROVIDER will send a monthly invoice addressed to Tarrant County Juvenile Services, ATTN: Barbara Munoz, 2701 Kimbo Road, Fort Worth, TX 76111.

4.1.5 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested.

5 EXAMINATION AND RETENTION OF RECORDS

5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.

5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the youth when deemed necessary.

5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

6 CONFIDENTIALITY OF RECORDS

Juvenile records are expressly made confidential by law. PROVIDER shall maintain strict confidentiality of all information and records relating to the children and families served under this Contract, and shall not re-disclose any information except as required to perform the services described herein, or as may be required by law.

7 DUTY TO REPORT

7.1 As required by Texas Family Code Chapter 261, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made or the incident occurs to all of the following:

7.1.1 Local Law enforcement agency with jurisdiction; and

7.1.2 Texas Juvenile Justice Department ("TJJD"), by submitting a TJJD Incident Report Form to abuseneglect@tjjd.texas.gov (or if unable to complete the form within 24 hours, then by calling 866-477-8354 followed by submitting the report within 24 hours of said call); and

7.1.3 TCJS to facsimile number 817-838-4646, and via phone call to 817-838-4643.

7.2 PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.

8 FINANCIAL RESPONSIBILITY

PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.

9 AGENCY-INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This Contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This Contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

10 ASSIGNMENT AND SUBCONTRACT

PROVIDER may not assign or subcontract any of its rights, duties and/or obligations arising out of this Contract without prior written consent of COUNTY.

11 THIRD PARTY BENEFICIARY EXCLUDED

This Contract does not protect any specific third party. The intent of this Contract excludes the idea of a suit by a third party beneficiary.

12 DISCLOSURE OF INFORMATION

12.1 PROVIDER warrants that, prior to entering this Contract, it has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Chief Probation Officer at 817-838-4643:

12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;

12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;

12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct contact with juveniles;

12.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;

12.1.5 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and / or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;

12.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and

12.1.7 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of youth being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

13 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all youth and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex religion, disability or national origin. PROVIDER shall abide by all applicable federal, state, and local laws and regulations.

14 OFFICIAL NOT TO BENEFIT

No officer, employee, or agent of COUNTY and no member of its governing body and no other public official of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Contract which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

15 COMPLIANCE WITH LAWS

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

16 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

16.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including but not limited to the obligation to pay for services not rendered upon giving notice to the PROVIDER.

16.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

17 TERMINATION

17.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:

17.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or

17.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.

17.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.

17.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

18 DEFAULT

18.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:

18.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof;

18.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms; or

18.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty calendar (30) days.

18.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to Contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

19 NOTICE

Any notice or other writing required by this contract, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY
Mr. Riley Shaw
Director of Juvenile Services
2701 Kimbo Road
Fort Worth, Texas 76111

PROVIDER
Ms. Katherine Tilley
ACH Child and Family Services
3712 Wichita Street
Fort Worth, Texas 76119

20 WAIVER OF SUBROGATION

PROVIDER expressly waives any and all rights it may have to subrogation for any claims or rights of its employees, agents, owners, officers, interns, volunteers or subcontractors against COUNTY.

21 INDEMNIFICATION

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF PROVIDER, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS CONTRACT. PROVIDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS FOR ANY WRONGFUL OR NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF COUNTY OR TCJS'S AGENTS, EMPLOYEES OR SERVANTS ARISING FROM OR RELATED TO THIS CONTRACT FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

22 SOVEREIGN IMMUNITY

This Contract shall not be interpreted to inure to the benefit of a third party not a party to this Contract. This Contract 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 contract, party's agent, or party's employee, otherwise provided by law.

23 REPRESENTATION AND WARRANTIES

23.1 PROVIDER hereby represents and warrants the following:

23.1.1 That is has all necessary right, title, license and authority to enter into this Contract;

23.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;

23.1.3 That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Contract, and, upon the execution of this Agreement and upon request any time thereafter, PROVIDER will furnish to COUNTY a then current certified certificate(s) of insurance; and

23.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations.

24 TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

25 VENUE

Exclusive venue for any litigation arising from this Contract shall be in Tarrant County, Texas.

26 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

26.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation by TJJD, or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.

26.2 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate. ***(Attachment "A" - Family Code 231.006)***

26.3 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.

26.4 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the ***Private Service Provider Contractual Monitoring and Evaluation Report/Residential Services*** – (***Attachment "B"***), if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.

26.5 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, TJJD, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received from the Contract form all or part of the consideration.

26.6 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.

26.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.

26.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.

26.9 The PROVIDER, prior to an employee being designated to provide services in the Lynn Ross Juvenile Detention facility under this contract, agrees to allow TCJS to conduct a criminal background check and a child abuse registry check in the manner specific and in accordance with the Prison Rape Elimination Act and TJJD standards. Certain employees may be prohibited from providing services to youth under this contract.

26.10 The PROVIDER agrees that any employee who will provide services in the Lynn Ross Juvenile Detention facility prior to providing services under this contract will be required to attend Orientation Training and Prison Rape Elimination Act Training provided by TCJS.

27 LEGAL CONSTRUCTION

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

28 PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole and only Contract of the parties hereto and supersedes any prior understanding or written or oral Contract between the parties regarding the within subject matter.

29 AMENDMENTS

29.1 The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.

29.2 COUNTY may amend, modify or alter the terms of this Contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.

30 DISCLOSURE OF INTERESTED PARTIES

"ACH Child and Family Services acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in Attachment "C", with the Texas Ethics Commission as required by law."

31 ELECTRONIC SIGNATURES; FACSIMILE AND SCANNED COPIES; DUPLICATE ORGINALS; COUNTERPARTS; ADMISSIBILITY OF COPIES

Each party agrees that: (i) any electronic signature (if any), whether digital or encrypted, to this Agreement made by any party is intended to authenticate this Agreement and shall have the same force and effect as an original manual signature; and (ii) any signature to this Agreement by any party transmitted by facsimile or by electronic mail shall be valid and effective to bind that party so signing with the same force and effect as an original manual signature. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile or electronic transmission, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. This Agreement may be executed in multiple duplicate originals and all such duplicate originals shall be deemed to constitute one and the same instrument. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to constitute a single instrument. The parties agree that a true and correct copy of the original of this Agreement shall be admissible in a court of law in lieu of the original Agreement for all purposes of enforcement hereof.

EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the_____day of _____ , 2025, by Commissioners Court Order Number_____

TARRANT COUNTY
STATE OF TEXAS

X 8-20-2025
Riley Shaw Date
Director of Juvenile Services
2701 Kimbo Road, Fort Worth, TX 76111

X 8/20/2025
Alex Kim Date
Juvenile Board Interim Chairman
2701 Kimbo Road, Fort Worth, TX 76111

COUNTY OF TARRANT
STATE OF TEXAS

_____
Tim O'Hare Date
County Judge

APPROVED AS TO FORM:

James Marvin Nichols
Criminal District Attorney's Office*

ACH Child and Family Services

X Wayne Carson 8/12/25
Wayne Carson Date
Chief Executive Officer
ACH Child and Family Services
3712 Wichita Street, Fort Worth, TX 76119

*$49,275.00 is contingent upon Commissioners Court approval of the Fiscal Year 2026 Operating Budget.

***CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF $49,275:**

10000-2026/2610260000/569011

CERTIFICATION OF
AVAILABLE FUNDS: $_____

_____
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

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:
2025-1348750

Date Filed:
08/12/2025

Date Acknowledged:

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

ACH Child and Family Services
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.

JS-2025-104
Pre-Adjudication Respite Care Program

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. [X]

6 UNSWORN DECLARATION

My name is Wayne Carson, and my date of birth is 1/21/1960.

My address is 3712 Wichita Street, Fort Worth (city), Texas (state), 76119 (zip code), USA (country).

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

Executed in Tarrant County, State of Texas, on the 12th day of August (month), 2024 (year).

Wayne Carson

agent of contracting business entity
(Declarant)

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 11
Department: Juvenile Services	**Prepared By:** Christina Mayo	**Approved By:** Riley Shaw

SUBJECT:

Consideration of Fiscal Year 2026 Contract Renewal between Tarrant County and Wood and Associates Polygraph Services

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that Commissioners Court consider the Fiscal Year 2026 contract renewal between Tarrant County and Wood and Associates Polygraph Services, LLC for the provision of polygraph services.

BACKGROUND

Wood & Associates Polygraph Services, LLC provides polygraph services for court-ordered treatment of adjudicated sex offending offenses.

On November 19, 2024, the Commissioners Court, through Court Order #144245, approved a contract renewal with Wood and Associated Polygraph Services, LLC for the provision of polygraph service for an amount not to exceed $20,000. The term of this contract was October 1, 2024 through September 30, 2025.

With approval of this contract Wood and Associates Polygraph Services will continue to provide clinical polygraph services for court-ordered treatment of youth adjudicated for sex offending behavior. The cost for polygraph services is $230.00 per assessment.

The renewal contract term is October 1, 2025, through September 30, 2026, with a not to exceed amount of $20,000.00.

This contract has been reviewed as to form by the Criminal District Attorney's Office and approved by the Tarrant County Juvenile Board at the August 20, 2025, Board Meeting.

FISCAL IMPACT

Funding in the amount of $15,000 was requested in 10000-2026 General Fund / 2610110000 Juvenile Services / 569011 Professional Services and $5,000 budgeted in Texas Juvenile Justice Department State Aid in Grant-2004 / P0011-2026 State Aid / 2610510000 Community Based Programs - Mental Health / 569011 Professional Services.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $20,000.00, $15,000 Contingent upon Commissioners Court approval of FY26 Budget

County Auditor

Attachments

Contract

STATE OF TEXAS	§	**JUVENILE SERVICES CONTRACT**
	§	**WITH WOOD & ASSOCIATES**
COUNTY OF TARRANT	§	**FOR POLYGRAPH SERVICES, LLC**

BACKGROUND

This Contract for services is between **Tarrant County, Texas**, hereinafter referred to as ("COUNTY"), and **Wood & Associates Polygraph Services, LLC,** hereinafter referred to as ("PROVIDER"), for the provision of **polygraph services,** for court-ordered treatment of adjudicated sex offending offenses. COUNTY finds that this Contract serves a public purpose for the provision of providing clinical polygraph services to clients of Tarrant County Juvenile Services, also referred to as ("TCJS").

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

PROVIDER agrees to perform the following:

1.1 Provide English or Spanish testing to youth adjudicated for sex offending behavior. Services include clinical, instant offense, specialized evaluations or sexual history polygraphs, and clinical interviews;

1.2 Immediately notify TCJS if the polygraph results indicate an additional offense(s) and/or any immediate danger to the community;

1.3 Conduct appointments no more than seven to fourteen (7 – 14) business days from the initial date of contact by TCJS;

1.4 Provide a written report detailing the results of each examination to TCJS within seven (7) business days following the conclusion of the results; and

1.5 Ensure compliance with the "Recommended Guidelines for Clinical Polygraph Examinations of Sex Offenders" (2/2/1998) Joint Polygraph Committee on Offender Testing (JPCOT).

2 TERM

This Contract begins on October 1, 2025 and concludes on September 30, 2026.

3 EVALUATION CRITERIA

3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluation on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.

3.2 COUNTY shall evaluate PROVIDER'S performance under this Contract according to the following specific performance goals:

3.2.1 Aid youth in taking responsibility for sexual behavior problems; and

3.2.2 Assist in the monitoring of modify behavioral patterns of youth to diminish risk of future victimization.

3.3 COUNTY shall additionally evaluate PROVIDER by the following output measures:

3.3.1 # of polygraph evaluations performed.

3.4 COUNTY shall evaluate PROVIDER by the following outcome measures:

3.4.1 95% of evaluations scheduled were able to be completed; and

3.4.2 98% of the written results will be provided within 7 business days of the evaluation.

4 COST

The COUNTY will pay PROVIDER no more than an amount of $20,000 annually, pursuant to this Contract. COUNTY will pay PROVIDER within thirty (30) days of invoice receipt when the PROVIDER satisfies the following conditions:

4.1 COUNTY will pay the PROVIDER $ $230.00 per assessment completed;

4.2 Each billing should contain a brief description of services provided and the rate at which services have been billed;

4.3 PROVIDER will bill for services performed in accordance with this Contract;

4.4 PROVIDER will send a monthly invoice to Tarrant County Juvenile Services, ATTN: Barbara Munoz, 2701 Kimbo Road, Fort Worth, TX 76111; and

4.5 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested.

5 EXAMINATION AND RETENTION OF RECORDS

5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.

5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the youth when deemed necessary.

5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

6 CONFIDENTIALITY OF RECORDS

Juvenile records are expressly made confidential by law. PROVIDER shall maintain strict confidentiality of all information and records relating to the children and families served under this Contract, and shall not re-disclose any information except as required to perform the services described herein, or as may be required by law.

7 DUTY TO REPORT

7.1 As required by Texas Family Code Chapter 261, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made or the incident occurs to all of the following:

7.1.1 Local Law enforcement agency with jurisdiction; and

7.1.2 Texas Juvenile Justice Department ("TJJD"), by submitting a TJJD Incident Report Form to abuseneglect@tjjd.texas.gov (or if unable to complete the form within 24 hours, then by calling 866-477-8354 followed by submitting the report within 24 hours of said call); and

7.1.3 TCJS to facsimile number 817-838-4646, and via phone call to 817-838-4643.

7.2 PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.

8 FINANCIAL RESPONSIBILITY

PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.

9 AGENCY-INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This Contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This Contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

10 ASSIGNMENT AND SUBCONTRACT

PROVIDER may not assign or subcontract any of its rights duties and/or obligations arising out of this Contract without prior written consent of COUNTY.

11 THIRD PARTY BENEFICIARY EXCLUDED

This Contract does not protect any specific third party. The intent of this Contract excludes the idea of a suit by a third party beneficiary.

12 DISCLOSURE OF INFORMATION

12.1 PROVIDER warrants that, prior to entering this Contract, it has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Chief Probation Officer at 817-838-4643:

12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;

12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;

12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER that has direct contact with juveniles;

12.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;

12.1.5 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;

12.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and

12.1.7 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of children being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

13 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all youth and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex religion, disability or national origin. PROVIDER shall abide by all applicable federal, state, and local laws and regulations.

14 OFFICIAL NOT TO BENEFIT

No officer, employee, or agent of COUNTY and no member of its governing body and no other public official of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this contract which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

15 COMPLIANCE WITH LAWS

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

16 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

16.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including but not limited to the obligation to pay, upon giving notice to the PROVIDER.

16.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

17 TERMINATION

17.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:

17.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or

17.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.

17.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.

17.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

18 DEFAULT

18.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:

18.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof;

18.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this contract in accordance with its terms; or

18.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty calendar (30) days.

18.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to Contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

19 LIQUIDATED DAMAGES

19.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this Contract.

19.2 In the event that this Contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this Contract term. PROVIDER also agrees to reimburse COUNTY for any monies paid for services not rendered by PROVIDER prior to the effective date of termination of this Contract.

20 NOTICE

Any notice or other writing required by this contract, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY	PROVIDER
Mr. Riley Shaw Director of Juvenile Services 2701 Kimbo Road Fort Worth, TX 76111	Wood & Associates Polygraph Services, LLC, Attn: Clayton Wood CLAYTON WOOD 2303-B Roosevelt Dr. Arlington, TX 76016

21 WAIVER OF SUBROGATION

PROVIDER expressly waives any and all rights it may have to subrogation for any claims or rights of its employees, agents, owners, officers, interns, volunteers or subcontractors against COUNTY.

22 INDEMNIFICATION

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF PROVIDER, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS CONTRACT. PROVIDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS FOR ANY WRONGFUL OR NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF COUNTY OR TCJS'S AGENTS, EMPLOYEES OR SERVANTS ARISING FROM OR RELATED TO THIS CONTRACT FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

23 SOVEREIGN IMMUNITY

This Contract shall not be interpreted to inure to the benefit of a third party not a party to this Contract. This Contract 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 contract, party's agent, or party's employee, otherwise provided by law.

24 REPRESENTATION AND WARRANTIES

24.1 PROVIDER hereby represents and warrants the following:

24.1.1 That is has all necessary right, title, license and authority to enter into this Contract;

24.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;

24.1.3 That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Contract;

24.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations; and

24.1.5 That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both English and Spanish language versions of the following official notice forms that are available on the TJJD website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation.*

25 TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

26 VENUE

Exclusive venue for any litigation arising from this Contract shall be in Tarrant County, Texas.

27 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

27.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation by TJJD, or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.

27.2 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate. ***(Attachment "A" - Family Code 231.006)***

27.3 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this Contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.

27.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.

27.5 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the ***Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services*** – (***Attachment "B"***), if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.

27.6 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, TJJD, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received the Contract form all or part of the consideration.

27.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.

27.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.

27.9 **Boycott of Israel Prohibited**. In compliance with Section 2271.001 et seq. of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.

27.10 **Scrutinized Business Operations Prohibited**. In compliance with Section 2252.151 et seq. of the Texas Government Code, PROVIDER warrants and represents that: (1) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither PROVIDER nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. PROVIDER further represents and warrants that neither PROVIDER nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

27.11 **Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited**. In compliance with Section 2274.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3).

27.12 **Boycott of Certain Energy Companies Prohibited**. In compliance with Section 2276.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) of the Texas Government Code.

28 LEGAL CONSTRUCTION

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

29 PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole and only Contract of the parties hereto and supersedes any prior understanding or written or oral Contract between the parties regarding the within subject matter.

30 AMENDMENTS

30.1 The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.

30.2 COUNTY may amend, modify or alter the terms of this Contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.

31 DISCLOSURE OF INTERESTED PARTIES

"Wood & Associates Polygraph Services, LLC acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in **Attachment "C"**, with the Texas Ethics Commission as required by law".

32 ELECTRONIC SIGNATURES; FACSIMILE AND SCANNED COPIES; DUPLICATE ORGINALS; COUNTERPARTS; ADMISSIBILITY OF COPIES

Each party agrees that: (i) any electronic signature (if any), whether digital or encrypted, to this Agreement made by any party is intended to authenticate this Agreement and shall have the same force and effect as an original manual signature; and (ii) any signature to this Agreement by any party transmitted by facsimile or by electronic mail shall be valid and effective to bind that party so signing with the same force and effect as an original manual signature. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile or electronic transmission, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. This Agreement may be executed in multiple duplicate originals and all such duplicate originals shall be deemed to constitute one and the same instrument. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to constitute a single instrument. The parties agree that a true and correct copy of the original of this Agreement shall be admissible in a court of law in lieu of the original Agreement for all purposes of enforcement hereof.

EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the_____day of _____, 2025, by Commissioners Court Order Number_____

TARRANT COUNTY
STATE OF TEXAS

X 8-20-2025
Riley Shaw Date
Director of Juvenile Services
2701 Kimbo Road, Fort Worth, TX 76111

X 8/20/2025
Alex Kim Date
Juvenile Board Interim Chairman
2701 Kimbo Road, Fort Worth, TX 76111

Wood & Associates Polygraph Services, LLC

X 8/4/25
Mr. Clayton Wood Date
2303-B Roosevelt Dr.
Arlington, TX 76016

***CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF $20,000:**

$15,000 -10000-2026/2610110000/569011
$5,000 – Grant-2004/P0011-2026/2610510000/569011

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare Date
County Judge

APPROVED AS TO FORM:

James Marvin Nichols
Criminal District Attorney's Office*

CERTIFICATION OF
AVAILABLE FUNDS: $_____

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

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:
2025-1345539

Date Filed:
08/04/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Wood & Associates Polygraph Service, LLC
Arlington, 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.
JS-2025-105
Polygraph 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. [X]

6 UNSWORN DECLARATION

My name is Clayton Wood, and my date of birth is 8/22/1980

My address is 2303 B Roosevelt Dr. Arlington TX 76016 USA
(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 4th day of August (month) 20 25 (year)

Signature of authorized agent of contracting business entity
(Declarant)

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 24
Department:	**Prepared By:** Gary Collins, Contracts Specialist	**Approved By:** Gary Collins, Contracts Specialist

SUBJECT:

Rescind and Consider an Ancillary Services Agreement with Cigna HealthCare of Texas, Inc. for the clinical health care services at Tarrant County Public Health Department.

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court rescind and consider an Ancillary Services Agreement with Cigna HealthCare of Texas, Inc. for the clinical health care services at Tarrant County Public Health (TCPH).

BACKGROUND

TCPH provides clinical health care services to the residents of Tarrant County throughout various clinics and programs. TCPH continues to pursue enrollment and participation in additional commercial and state health plans to best provide services to our patients and community.

On October 21, 2014, the Commissioners Court, through Court Order #118802, approved a Managed Care Provider Agreement with Cigna HealthCare of Texas.

In an effort to maintain compliance with the requirements of the Medicare Advantage program, this agreement contains provisions required to be included in provider agreements by the Centers for Medicare and Medicaid Services (CMS).

On May 6, 2025, the Commissioners Court, through Court Order #145155, approved the ancillary services agreements to expand its billing and reimbursement capabilities with Cigna HealthCare of Texas Inc. to encompass all healthcare products available with Cigna HealthCare of Texas Inc.. Once approved by the Commissioners Court, the agreement was revised by Cigna HealthCare of Texas Inc. to be within their internal date requirements and was updated to start on November 1, 2025. All other terms and conditions remained thee same.

With approval, the previous agreement will be rescinded and the new agreement in place. The term of the agreement is from November 1, 2025, or as signed by the Commissioners Court, and shall remain in effect unless a new agreement is entered into or terminated by either party upon ninety (90) days' advance written notification of termination. All other terms and conditions not hereby amended remain in full force and effect.

The Criminal District Attorney's Office has reviewed this document as to form.

FISCAL IMPACT

All associated reimbursements will be deposited in the Public Health fund T0400-2025 and various related Public Health grants.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____
Auditor

Attachments

CIGNA 10-01-2024.pdf

PROVIDER GROUP SERVICES AGREEMENT

This Provider Group Services Agreement ("Agreement") is between Cigna HealthCare of Texas, Inc. ("Cigna") and County of Tarrant ("Group") and is effective on November 1, 2025 (the "Effective Date"). By entering into this Agreement, Group and its Represented Providers agree to provide Covered Services to Participants under the terms of this Agreement and the Administrative Guidelines. Definitions of terms for this Agreement are in Exhibit A.

SECTION 1. DUTIES OF GROUP AND ITS REPRESENTED PROVIDERS

1.1 Standards

Represented Providers shall provide Covered Services with the same standard of care, skill and diligence customarily used by similar providers in the community, the requirements of applicable law, and the standards of applicable accreditation organizations. All services provided by Represented Providers within the scope of their practice or license must be provided on a participating basis. Regardless of physical location, all aspects of the Represented Provider's practice are participating under the terms of this Agreement unless Covered Services are provided under the terms of another applicable Cigna participation agreement. Represented Providers shall provide Covered Services to all Participants in the same manner, under the same standards, and with the same time availability as offered to other patients. Represented Providers shall not differentiate or discriminate in the treatment of any Participant because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, health status, veteran's status, handicap or source of payment.

1.2 Accessibility

Represented Providers shall provide or arrange for the provision of necessary Covered Services to Participants 24 hours per day, 7 days per week. A Represented Provider may only close his/her patient panel in accordance with the Administrative Guidelines.

1.3 Hospital Admissions

Group shall designate one or more hospitals that are Participating Providers where its Represented Providers will admit Participants under their care unless otherwise approved by Cigna or its designee. Represented Providers will admit Participants only to hospitals that are Participating Providers except in the case of an emergency or as otherwise required by law.

1.4 Insurance

Group and its Represented Providers shall maintain general and professional liability coverage in a form and amount acceptable to Cigna, give Cigna evidence of such coverage upon request and provide Cigna with immediate written notice of a material modification or termination of such insurance.

1.5 Represented Provider

Group represents and warrants that it employs and is authorized to act on behalf of its Represented Providers. Group's Represented Providers shall comply with the terms and

conditions of this Agreement to the extent applicable and shall look solely to Group for compensation for Covered Services.

1.6 Changes to Represented Providers

Group will provide Cigna with 30 days advance written notice of the addition of new providers to Group and 90 days advance written notice if a Represented Provider will cease to provide Covered Services to Participants under this Agreement. Notwithstanding the foregoing, in the event that the Represented Provider's participation under this Agreement is terminated for cause and Group cannot provide such 90 days advance notice, Group shall notify Cigna in writing of such termination as soon as possible but no later than 5 days after learning of such termination.

1.7 Administrative Guidelines

Group and its Represented Providers shall comply with the Administrative Guidelines. Some or all Administrative Guidelines may be communicated in the form of a provider reference manual, in other written materials distributed by Cigna to Group and/or at a website identified by Cigna. Administrative Guidelines may change from time to time. Cigna will give Group advance notice of material changes to Administrative Guidelines.

1.8 Quality Management

Group and its Represented Providers shall comply with the requirements of and participate in Quality Management as specified in the Administrative Guidelines. Represented Providers shall be credentialed and recredentialed in accordance with the procedures set forth in Exhibit B.

1.9 Utilization Management

Group and its Represented Providers shall comply with the requirements of and participate in Utilization Management as specified in this Agreement and the Administrative Guidelines. Payment may be denied for failure to comply with such Utilization Management requirements, and Group and its Represented Providers shall not bill the Participant for any such denied payment. Cigna's Utilization Management requirements include, but are not limited to, the following: a) precertification must be secured from Cigna or its designee for those services and procedures for which it is required as specified in the Administrative Guidelines; b) Where precertification is not required for a hospital admission, including but not limited to emergency admissions, Cigna or its designee must be notified within 24 hours after the admission; c) Group or its Represented Providers must provide Cigna or Cigna's designee with all of the information requested by Cigna or its designee to make its Utilization Management determinations within the timelines specified by Cigna or its designee in such request; and d) Represented Providers must refer Participants to, or arrange for provision of Covered Services by, Participating Providers except in the case of an emergency or as otherwise required by law. If Group or Represented Providers inappropriately refer a Participant to a non-Participating Provider in a non-emergency situation without the Participant's express written consent, and thereby cause the Participant to become responsible, for the charges of the non-Participating Provider, or to incur more charges than if such care had been received from a Participating Provider, Cigna or a Cigna Affiliate may, in its sole discretion, satisfy the obligation to the non-Participating

Provider for such services. If this occurs, Cigna or a Cigna Affiliate may offset the amount paid to such non-Participating Provider for such services against future compensation payable to Group or Represented Providers.

1.10 Records

Group and its Represented Providers shall maintain medical records and documents relating to Participants as may be required by applicable law and for the period of time required by law. Medical records of Participants and any other records containing individually identifiable information relating to Participants will be regarded as confidential, and Group, Represented Providers and Cigna shall comply with applicable federal and state law regarding such records. Group or its Represented Providers will obtain Participants' consent to or authorization for the disclosure of private and medical record information for any disclosures required under this Agreement if required by law. Upon request, Group or its Represented Providers will provide Cigna with a copy of Participants' medical records and other records maintained by Group or its Represented Providers relating to Participants. These records shall be provided to Cigna at no charge and within the timeframes requested by Cigna and will also be made available during normal business hours for inspection by Cigna, Cigna's designee, accreditation organizations, or to any governmental agency that requires access to these records. This provision survives the termination of this Agreement.

1.11 Cooperation with Cigna and Cigna Affiliates

Group and its Represented Providers shall cooperate with Cigna in the implementation of Cigna's Participant appeal procedure. Group and its Represented Providers shall also cooperate with Cigna and Cigna Affiliates in implementing those policies and programs as may be reasonably requested by Cigna or a Cigna Affiliate for purposes of Cigna's or the Cigna Affiliate's business operations or required by Cigna or a Cigna Affiliate to comply with applicable law or accreditation requirements.

SECTION 2. DUTIES OF CIGNA

2.1 Payors, Benefit Plan Types, Notice of Changes to Benefit Plan Types

Cigna may allow Payors to access Group's and its Represented Providers' services under this Agreement for the following Benefit Plan types: a) Benefit Plans where Participants are offered a network of Participating Providers and are required or given the option to select a Primary Care Physician; b) Benefit Plans where Participants are offered a network of Participating Providers and are not required or given the option to select a Primary Care Physician; and c) Benefit Plans where Participants are not offered a network of Participating Providers from which they may receive Covered Services. Benefit Plans may include workers' compensation plans. Cigna will provide Group with advance notice if Cigna changes this list of Benefit Plan types for which Payors may access Group's Represented Providers' services under this Agreement.

2.2 Benefit Information

Cigna will provide Group with access to benefit information concerning the type, scope and duration of benefits to which a Participant is entitled as specified in the Administrative Guidelines.

2.3 Participant and Participating Provider Identification

Cigna will establish a system of Participant identification and will identify Participating Providers to those Payors and Participants who are offered a network of Participating Providers. However, Cigna makes no representations or guarantees concerning the number of Participants that will be referred to Group and its Represented Providers as a result of this Agreement and reserves the right to direct Participants to selected Participating Providers and/or influence a Participant's choice of Participating Provider.

SECTION 3. COMPENSATION

3.1 Payments

Payments for Covered Services will be the lesser of the billed charge or the applicable fee under Exhibit C, subject to the Administrative Guidelines and minus any applicable Copayments, Coinsurance and Deductibles. The rates in this Agreement will be payment in full for all services furnished to Participants under this Agreement. Group and its Represented Providers shall look solely to Payor for payment for Covered Services except for Copayments, Coinsurance and Deductibles. Group and its Represented Providers shall submit claims for Covered Services at the location identified by Cigna and in the manner and format specified in this Agreement and the Administrative Guidelines. Claims for Covered Services must be submitted within 90 days of the date of service or, if Payor is the secondary payor, within 90 days of the date of the explanation of payment from the primary payor. Claims received after this 90 day period may be denied except as provided in the Administrative Guidelines, and Group and its Represented Providers shall not bill Cigna, the Payor or the Participant for those denied services. Amounts due and owing under this Agreement with respect to complete claims for Covered Services will be payable within the timeframes required by applicable law. Reimbursement for Covered Services rendered hereunder shall be distributed to the Group, and Group shall be responsible for compensating Represented Providers for services rendered under this Agreement.

3.2 Underpayments

If Group or a Represented Provider believes a Covered Service has been underpaid, Group or Represented Provider must submit a written request for an appeal or adjustment with Cigna or its designee within 180 days from the date of Payor's payment or explanation of payment. The request must be submitted in accordance with the dispute resolution process set out in the Administrative Guidelines. Requests for appeals or adjustments submitted after this date may be denied for payment, and Group and its Represented Providers will not be permitted to bill Cigna, the Payor or the Participant for those services.

3.3 Copayments, Coinsurance and Deductibles

Group and its Represented Providers may charge Participants applicable Copayments, Coinsurance and Deductibles in accordance with the process set out in the Administrative Guidelines.

3.4 Limitations on Billing Participants

Group and its Represented Providers agree that in no event, including but not limited to nonpayment by Payor, Payor's insolvency or breach of this Agreement, shall Group and its Represented Providers bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Participants or persons other than the applicable Payor for Covered Services or for any amounts denied or not paid under this Agreement due to Group's or a Represented Provider's failure to comply with the requirements of Cigna's or its designee's Utilization Management Program or other Administrative Guidelines, or failure to file a timely claim or appeal. This provision does not prohibit collection of any applicable Copayments, Coinsurance and Deductibles. This provision survives termination of this Agreement, is intended to be for the benefit of Participants, and supersedes any oral or written agreement to the contrary now existing or hereafter entered into between Group or its Represented Providers and a Participant or persons acting on the Participant's behalf. Modifications to this section will become effective no earlier than the date permitted by applicable law.

3.5 Billing Patients Who Cease to Be Participants

Group and its Represented Providers may bill a patient directly for any services provided following the date that patient ceases to be a Participant, and Payor has no obligation to pay for services for such patients.

3.6 Participant Incentives Prohibited

Group or Represented Providers shall not directly or indirectly establish, arrange, encourage, participate in or offer any Participant incentive.

(A) Participant Incentive means any arrangement by Group or Represented Providers:

(1) to reduce or satisfy a Participant's cost-sharing obligations (including, but not limited to Copayments, Deductible and/or Coinsurance);

(2) to pay on behalf of or reimburse a Participant for any portion of the Participant's costs for coverage under a policy or plan insured or administered by Cigna or a Cigna Affiliate;

(3) that provides a Participant with any form of material, financial incentive (other than the reimbursement terms under this Agreement), to receive Covered Services from Group, Represented Providers or its affiliates.

(B) In the event of non-compliance with this provision:

(1) Cigna may terminate this Agreement, such non-compliance being a "material breach" of this Agreement;

(2) Group and Represented Providers shall not be entitled to reimbursement under this Agreement with respect to Covered Services provided to a Participant in connection with a Participant Incentive, and;

(3) Cigna may take such other action appropriate to enforce this provision.

3.7 Non-Medically Necessary Services

Group and its Represented Providers shall not charge a Participant for a service that is not Medically Necessary unless, in advance of providing the service, Group or its Represented Provider has notified the Participant that the particular service will not be covered and the Participant acknowledges in writing that he or she will be responsible for payment for such service.

3.8 Reimbursement of Amounts Collected In Error

If Group or a Represented Provider collects payment from a Participant when not permitted to collect under either this Agreement or the Administrative Guidelines, Group or the Represented Provider must repay the amount within 2 weeks of a request from Cigna or the Participant or of the date Group or the Represented Provider has knowledge of the error. If Group or Represented Provider fails to make the repayments, then Cigna may (but is not obligated to) reimburse the Participant the amount inappropriately paid and then withhold this amount from future payments.

3.9 Overpayments

Group or Represented Provider shall refund to Cigna any excess payment made by a Payor to Group or Represented Provider if Group or Represented Provider is for any reason overpaid for health care services or supplies. Cigna may, at its option, deduct the excess payment from other amounts payable, and Group will be notified of any such deduction as specified in the Administrative Guidelines.

3.10 Audits

Upon reasonable notice and during regular business hours, Cigna or its designee will have the right to review and make copies of all records maintained by Group or its Represented Providers with respect to all payments received by Group or its Represented Providers from all sources for Covered Services provided to Participants. Cigna or its designee will have the right to conduct audits of such records and may audit its own records to determine if amounts have been properly paid under this Agreement. Any amounts determined to be due and owing as a result of such audits must be promptly paid or, at the option of the party to whom such amounts are owed, offset against amounts due and owing by such party hereunder. This provision survives the termination of this Agreement.

3.11 Coordination of Benefits

Certain claims for Covered Services are claims for which another payor may be primarily responsible under Coordination of Benefit (COB) rules. Group and its Represented Providers may pursue those claims in accordance with the process set out in the Administrative Guidelines.

Cigna's Payment as Secondary Payor (Non-Medicare)

Cigna's payment when added to the amount payable from other sources under the applicable COB rules, will be no greater than the payment for Covered Services under the Cigna provider agreement, and is subject to the terms and conditions of the Participant's health benefit plan and applicable state and federal law. Use of applicable COB provisions may result in a payment from Cigna that, when added to the amount payable from other sources, is less than 100 percent of your payment for Covered Services under the Cigna provider agreement. Payment may, however, be in a lesser amount as determined by the terms of the participant's benefit plan.

Medicare is the Primary Payor

When the Cigna plan is the secondary payor to Medicare, Group and its Represented

Providers and Cigna are required to follow Medicare billing rules. Payment will be made in accordance with all applicable Medicare requirements, including but not limited to Medicare COB rules. The Medicare COB rules require Cigna's financial responsibility as the secondary payor to be limited to the Participant's financial liability (i.e., the applicable Medicare copayment, coinsurance, and/or deductible) after application of the Medicare-approved amount. The Medicare payment plus the Participant liability (applicable Medicare copayment, coinsurance, and/or deductible) amounts constitute payment in full, and Group and its Represented Providers are prohibited from collecting any monies in excess of this amount.

3.12 Applicability of the Rates

The rates in this Agreement apply to all services provided to Participants in the Benefit Plan types covered by this Agreement, including services covered under a Participant's in or out-of-network benefits, and whether the Payor or Participant is financially responsible for payment.

3.13 Excluded Services

This Agreement excludes services that Cigna has elected to obtain under an arrangement between Cigna or a Cigna Affiliate and a national or regional vendor or provider or a capitated provider, except as otherwise agreed by Cigna. Group and its Represented Providers will not be reimbursed and will not bill Participants for any such excluded services. If Cigna notifies Group that it no longer chooses to exclude a particular service from this Agreement, that service will no longer be excluded and those services will be reimbursed as specified in Exhibit C.

3.14 Laboratory Test Procedures

Laboratory test procedures must be performed in a laboratory owned and operated by Group or the Represented Provider in order to be eligible for reimbursement. Laboratory test procedures not performed in a laboratory owned and operated by Group or the Represented Provider must be referred to a Participating laboratory Provider(s), and Group and its Represented Providers may not bill Participants for such services.

SECTION 4. TERM AND TERMINATION

4.1 Term of This Agreement

This Agreement begins on the Effective Date and continues from year to year unless terminated as set forth below.

4.2 How This Agreement Or A Represented Provider's Participation Can Be Terminated

Either Group or Cigna can terminate this Agreement at any time by providing at least 90 days advance written notice. Either Group or Cigna can terminate this Agreement immediately if the other becomes insolvent. Cigna can terminate a Represented Provider's participation upon 60 days advance written notice to Group. Cigna can also terminate a Represented Provider's participation immediately (or upon such longer notice required by applicable law, if any) if such Represented Provider no longer maintains the licenses required to perform his/her duties under this Agreement, the

Represented Provider is disciplined by any licensing, regulatory, accreditation organization, or any other professional organization with jurisdiction over the Represented Provider, or if the Represented Provider no longer satisfies Cigna's credentialing requirements. Upon notice of termination of this Agreement or of Group's or a Represented Provider's participation with a particular Benefit Plan type, Cigna will notify affected Participants of the termination to the extent required by law (if any) and applicable accrediting body requirements. The notification will occur prior to the effective date of the termination except if the termination is for cause or if Group does not provide Cigna with sufficient advance notice, in which case, the notice will occur as soon as reasonably possible. Group will cooperate with Cigna and provide Cigna with a listing of Participants affected by the termination within 7 business days of the date of the notice of termination. Upon termination of this Agreement for any reason, the rights of each party terminate, except as provided in this Agreement. Termination will not release Group, Represented Providers or Cigna from obligations under this Agreement prior to the effective date of termination.

4.3 Services Upon Termination

Upon termination of this Agreement Group shall continue to provide Covered Services for specific conditions for which a Participant was under Group's care at the time of such termination so long as the Participant retains eligibility under a Benefit Plan until the later of the completion of such services or the date required by applicable law. Group shall be compensated for Covered Services provided to any such Participant in accordance with the terms of the applicable Benefit Plan and applicable law. Group and its Represented Providers have no obligation under this Agreement to provide services to individuals who cease to be Participants.

SECTION 5. GENERAL PROVISIONS

5.1 Confidentiality

As a result of this Agreement, Group and Represented Providers may have access to certain of Cigna's confidential and proprietary information. Group and Represented Providers shall hold such information, including without limitation Cigna's enrollment data and similar data and reports, and the terms of this Agreement, in confidence and will not use or disclose such information to any person without the prior written consent of Cigna except as may be required by law. This provision shall not be construed to prohibit Cigna from disclosing information to Cigna Affiliates or the agents or subcontractors of Cigna or Cigna Affiliates or from disclosing the terms and conditions of this Agreement, including reimbursement rates, to existing or potential Payors, Participants or other customers of Cigna or Cigna Affiliates or their representatives. This provision does not prohibit communications necessary or appropriate for the delivery of health care services, communications about coverage and coverage appeal rights or any other communications specifically protected under applicable law. This provision survives the termination of this Agreement.

5.2 Independent Parties

Group and its Represented Providers are independent contractors. Cigna and Group and its Represented Providers do not have an employer-employee, principal-agent,

partnership, or similar relationship. Nothing in this Agreement, including Group and its Represented Providers participation in care collaboration, population management, pay for performance, Quality Management, Utilization Management and other similar programs, nor any coverage determination made by Cigna or a Payor, is intended to interfere with or affect a Represented Provider's independent medical judgment in providing health care services to his/her patients. Nothing in the Agreement is intended to create any right for Cigna or any other party to intervene in or influence medical decision-making regarding any Participant.

5.3 Indemnification

Each party agrees to indemnify, defend and hold harmless the other, its agents and employees from and against any and all liability or expense, including defense costs and legal fees, incurred in connection with third party claims for damages of any nature, including but not limited to bodily injury, death, personal injury, property damage, or other damages arising from the performance of or failure to perform, its obligations under this Agreement, unless it is determined that the liability was the direct consequence of negligence or willful misconduct on the part of the other party, its agents or employees. This provision shall survive the termination of this Agreement.

5.4 Internal Dispute Resolution

Disputes that might arise between the parties regarding the performance or interpretation of the Agreement must first be resolved through the applicable internal dispute resolution process outlined in the Administrative Guidelines. In the event the dispute is not resolved through that process, either party can request in writing that the parties attempt in good faith to resolve the dispute promptly by negotiation between designated representatives of the parties who have authority to settle the dispute. If the matter is not resolved within 60 days of such a request, either party may initiate arbitration by providing written notice to the other. With respect to a payment or termination dispute (excluding termination with notice), Group or Represented Providers must submit a request for arbitration within 12 months of the date of the letter communicating the final decision under Cigna's internal dispute resolution process unless applicable law specifically requires a longer time period to request arbitration. If arbitration is not requested within that 12 month period, Cigna's final decision under its internal dispute resolution process will be binding on Group and its Represented Providers, and Group and its Represented Provider shall not bill Cigna, Payor or the Participant for any payment denied because of the failure to timely submit a request for arbitration.

5.5 Arbitration

If the dispute is not resolved through Cigna's internal dispute resolution process, the controversy shall be resolved through binding arbitration. The arbitration shall be conducted in accordance with the Rules of the American Arbitration Association then in effect, and which to the extent of the subject matter of the arbitration, shall be binding not only on all parties to the agreement, but on any other entity controlled by, in control of or under common control with the party to the extent that such affiliate joins in the arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party shall assume its own costs, but the

compensation and expenses of the arbitrator and any administrative fees or costs shall be borne equally by the parties. The decision of the arbitrator shall be final, conclusive and binding, and no action at law or in equity may be instituted by either party other than to enforce the award of the arbitrator. The parties intend this alternative dispute resolution procedure to be a private undertaking and agree that an arbitration conducted under this provision shall not be consolidated with an arbitration involving other parties, and that the arbitrator shall be without power to conduct an arbitration on a class basis.

5.6 Material Adverse Change Amendments

For amendments that are a material adverse change in the terms of this Agreement, Cigna can amend this Agreement by providing 90 days advance written notice except if a shorter notice period is required to comply with changes in applicable law. The change will become effective at the end of the 90 day notice period or, if applicable, the shorter notice period required to comply with changes in applicable law. If Group objects to the material adverse change and notifies Cigna of its intent to terminate within 30 days of the date of the notice of amendment, the termination will be effective at the end of the 90 day notice of the material adverse change or, if applicable, at the end of the shorter notice period required to comply with changes in applicable law, unless Cigna agrees to retract the amendment, in which case the Agreement will remain in force without the proposed amendment.

5.7 All Other Amendments

For amendments that are not material adverse changes in the terms of this Agreement, Cigna can amend this Agreement by providing 30 days advance written notice to Group. Alternatively, both parties can agree in writing to amend this Agreement.

5.8 Assignment and Delegation

Neither Cigna, Group or Represented Providers may assign any rights or delegate any obligations under this Agreement without the written consent of the other party; provided, however, that any reference to Cigna includes any successor in interest and Cigna may assign its duties, rights and interests under this Agreement in whole or in part to a Cigna Affiliate or may delegate any and all of its duties to a third party in the ordinary course of business.

5.9 Sale of Business/Change in Management

If, during the term of this Agreement, Provider desires (i) to sell, transfer or convey its business or any substantial portion of its business assets to another entity or its business is the subject of a sale, transfer or conveyance by another entity, or (ii) Provider enters into a management contract with another entity, Provider shall so advise Cigna in writing at least 120 days prior to the transaction effective date in order to obtain Cigna's written consent as to which Cigna participating provider agreement applies, if any, to services rendered by Provider or Represented Providers or the surviving entity, on a post-transaction basis. Failure to provide advance notification and obtain Cigna's written consent will result in Cigna determining which, if any, Cigna participating provider agreement applies to services rendered on a post-transaction basis. Dependent upon when Cigna learns of the transaction, this may result in a retroactive adjustment to

reimbursement and an overpayment recovery process. Provider warrants and covenants that this Agreement will be part of the transfer, and will be assumed by the new entity and that the new entity will honor and be fully bound by the terms and conditions of this Agreement unless the new entity already has an agreement with Cigna or a Cigna Affiliate, in which case Cigna, in its sole discretion, will determine which Agreement will prevail. Notwithstanding the above, if Cigna, in its sole discretion, is of the opinion that the Agreement cannot be satisfactorily performed by the assuming entity or does not want to do business with that entity for whatever reason, Cigna may terminate this Agreement by giving Group 60 days written notice, notwithstanding any other provision in the Agreement.

5.10 Acquisitions and Other Arrangements

This Agreement shall not, without Cigna's written consent, be applicable to any hospital, physician or physician group or ancillary provider that is acquired (directly or indirectly) by or enters into a management, co-management, professional services, leasing, joint venture or similar agreement or arrangement with Group or Represented Providers or a Group or Represented Provider affiliate. Group or Represented Providers must notify Cigna 120 days in advance of any such acquisition or arrangement.

5.11 Use of Name

Group and its Represented Providers agree that Cigna and its affiliates may include your likeness and descriptive information about Group and its Represented Providers in literature distributed to existing or potential Participants, Participating Providers and Payors. That information will include, but not be limited to, Group's and its Represented Providers' name, photo, telephone number, address, and specialties. Group and its Represented Providers may identify themselves as a Participating Provider with respect to those Benefit Plan types in which Group and its Represented Providers participate with Cigna. Group's and its Represented Providers' use of Cigna's name or a Cigna Affiliate's name, or any other use of Group's and its Represented Providers' name by Cigna will be upon prior written approval or as the parties may agree.

5.12 Notices

Notices required under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the third day after deposit in the United States mail, postage prepaid, and properly addressed as specified below; or, (ii) on the date of delivery if sent via overnight delivery to the party to whom notice is to be given and properly addressed as specified below; or (iii) on the date of service if served personally on the party to whom notice is to be given. Cigna may also notify Provider by sending an electronic notice with automatic receipt verification to Provider's e-mail address if listed below. Either party can change the address for notices by giving written notice of the change to the other party in the manner just described.

The proper address for notices under this Agreement is as follows:

If to Cigna:
1640 Dallas Pkwy
Plano, TX 75093

Attention: VP of Provider Contracting

If to Provider:
County of Tarrant
1101 S MAIN ST
Fort Worth, TX 76104

Attention: Administrator/CEO

Email address: candie@catalyst-consultants.com

5.13 Governing Law/Regulatory Addenda
Applicable federal law and the law of the jurisdiction where Group is domiciled governs this Agreement. One or more regulatory addenda may be attached to the Agreement setting out provisions that are required by law with respect to Covered Services rendered to certain Participants (i.e. Participants under an insured plan). These provisions are incorporated into this Agreement to the extent required by law and as specified in such Addenda.

5.14 Force Majeure
In the event that performance by either Cigna or Group or Represented Providers of any covenant, duty or obligation imposed under this Agreement becomes impossible or impracticable because of the occurrence of an event of force majeure, including, without limitation, acts of war, insurrection, civil strife and commotion, labor unrest, sentinel event or acts of God, then performance of such covenant, duty or obligation by such party shall be excused during the continuance of such event of force majeure; provided, however, that such performance by such party shall be accomplished as soon as reasonably practicable after such event of force majeure has ceased.

5.15 Waiver of Breach/Severability/Entire Agreement/Copy of Original Agreement
If any party waives a breach of any provision of this Agreement, it will not operate as a waiver of any subsequent breach. If any portion of this Agreement is unenforceable for any reason, it will not affect the enforceability of any remaining portions. This Agreement, including any exhibits to this Agreement, contains all of the terms and conditions agreed upon and supersedes all other agreements between the parties, either oral or in writing, regarding the subject matter. A copy of this fully executed Agreement is an acceptable substitute for the original fully executed Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives below.

AGREED AND ACCEPTED BY:

Provider	**Cigna**
County of Tarrant	Cigna HealthCare of Texas, Inc.
Signature	Signature
Printed Name	Printed Name
Title	Title
Date Signed	Date Signed
756001170 Federal Tax ID	
119483183 National Provider Identifier	

All payments for the health care services provided under this Agreement should be made payable to the Group name set out above with the group taxpayer identification number set out above.

EXHIBIT A
DEFINITIONS

Administrative Guidelines
means the rules, policies and procedures adopted by Cigna or a Payor to be followed by Group and its Represented Providers in providing services and doing business with Cigna and Payors under this Agreement.

Benefit Plan
means a certificate of coverage, summary plan description or other document or agreement which specifies the health care services to be provided or reimbursed for the benefit of a Participant.

Cigna Affiliate
means any subsidiary or affiliate of The Cigna Group.

Coinsurance
means a payment that is the financial responsibility of the Participant under a Benefit Plan for Covered Services that is calculated as a percentage of the contracted reimbursement rate for such services or, if reimbursement is on a basis other than a fee-for-service amount, as a percentage of a Cigna determined fee schedule or as a Cigna determined percentage of actual charges.

Copayment
means a payment that is the financial responsibility of the Participant under a Benefit Plan for Covered Services that is calculated as a fixed dollar amount.

Covered Services
means those health care services for which a Participant is entitled to receive coverage under the terms and conditions of the Participant's Benefit Plan.

Deductible
means a payment for Covered Services calculated as a fixed dollar amount that is the financial responsibility of the Participant under a Benefit Plan prior to qualifying for reimbursement for subsequent health care costs under the terms of a Benefit Plan.

Medically Necessary/Medical Necessity
means services and supplies that satisfy the Medical Necessity requirements under the applicable Benefit Plan. No service is a Covered Service unless it is Medically Necessary.

Participant
means any individual, or eligible dependent of such individual, whether referred to as "Insured", "Subscriber", "Member", "Participant", "Enrollee", "Dependent", or similar designation, who is eligible and enrolled to receive Covered Services, or who is a continuing care patient as defined by applicable federal law.

Participating Provider
means a hospital, physician or group of physicians, or any other health care practitioner or entity that has a direct or indirect contractual arrangement with Cigna to provide Covered Services with regard to the Benefit Plan covering the Participant.

Payor
means the person or entity obligated to a Participant to provide reimbursement for Covered Services under the Participant's Benefit Plan and which Cigna has agreed may access services under this Agreement. Cigna is the Payor only for Covered Services under an insurance policy or HMO contract issued by a Cigna company.

Quality Management
means the program described in the Administrative Guidelines relating to the quality of Covered Services provided to Participants.

Represented Provider
means a provider: (a) who is employed by Group; (b) who both Group and Cigna have agreed may provide services pursuant to this Agreement; and (c) who Group warrants and represents to have the legal authority to contractually bind to the obligations set forth in this Agreement.

Utilization Management
means a process to review and determine whether certain health care services provided or to be provided are Medically Necessary and in accordance with the Administrative Guidelines.

EXHIBIT B

CREDENTIALING

Cigna will be responsible for credentialing and recredentialing of all Represented Providers unless Group has been approved for delegation, signed Cigna's Standards for Delegation of Credentialing Activities and Group remains compliant to such standards of delegation. Group and its Represented Providers shall cooperate with Cigna's credentialing and recredentialing process and shall furnish all records necessary for such process. Represented Providers shall warrant in their application for participation that the information contained in their application is true and correct. Group shall notify Cigna in writing within 30 days of any material change in the information contained in a Represented Provider's application for participation with Cigna. All Represented Providers must satisfy Cigna's credentialing requirements, and Cigna shall have the right to exclude from Group's Represented Provider panel any provider who or which, in Cigna's judgment, does not meet Cigna's credentialing criteria.

ADDENDUM TO PROVIDER GROUP SERVICES AGREEMENT
FOR THE STATE OF TEXAS

The provisions set forth in this Addendum are being added to the Agreement to comply with legislative and regulatory requirements of the State of Texas regarding provider contracts with providers rendering health care services in the State of Texas. To the extent that such Texas laws and regulations are applicable and/or not otherwise preempted by federal law, the provisions set forth in this Addendum shall apply and, to the extent of a conflict with a provision in the Agreement, shall control. The provisions set forth in this Addendum do not apply with regard to Covered Services rendered to Participants covered under self-funded plans.

(1) The definition for Emergency Services shall comply with Texas laws and regulations to the extent applicable.

(2) To the extent applicable, Cigna will comply with all applicable Texas statutes and rules pertaining to prompt payment of Clean Claims with respect to payment to Group or Represented Providers for Covered Services under the Agreement.

(3) Cigna's claims submission processes are set forth in Cigna's provider reference manual, as amended from time to time. To the extent required by § 843.337 or § 1301.102 of the Insurance Code, Group or Represented Provider must submit a claim to Cigna not later than the 95th day after the date Group or Represented Provider provides the medical care or health care services for which the claim is made.

(4) To the extent applicable, Cigna will not refuse to process or pay an electronically submitted Clean Claim because the claim is submitted with or in a batch submission with a Clean Claim that is deficient. A "batch submission" is a group of electronic claims submitted for processing at the same time within HIPAA standard ASC X12N 837 Transaction Set and identified by a batch control number.

(5) Upon request and to the extent required by Texas law, Cigna will provide Group or Represented Provider with the information necessary to determine that Group or Represented Provider is being compensated in accordance with the Agreement.

(6) If Group or Represented Provider is compensated on a discounted fee basis, the Participant's financial obligation for Deductibles or Coinsurance shall be determined based upon the discounted fee and not upon the full billed charge.

(7) If a Represented Provider is a Primary Care Physician and is reimbursed on a capitated basis, Payor shall begin payment of capitated amounts calculated from the date of a Participant's enrollment no later than the 60th day following the date the Participant has selected or has been assigned to Represented Provider. If selection or assignment does not occur at the time of enrollment, capitation which would otherwise have been paid to a selected Primary Care Physician had a selection been made shall be reserved as a capitation payable until such time as Participant makes a selection or Cigna assigns a Primary Care Physician.

(8) If a Participant does not select a Primary Care Physician at the time of application or enrollment, Cigna may assign the Participant to a Primary Care Physician. If Cigna elects to assign a Participant to a Primary Care Physician, the assignment shall be made to a Primary Care Physician located within the zip code nearest the Participant's residence or place of employment and, to the extent practicable given the zip code limitation, shall be done in a manner that results in a fair and equal distribution of Participants among Cigna's Primary Care Physicians in the applicable Cigna network. Cigna shall inform a Participant of the name, address and telephone number of the Primary Care Physician to whom the Participant has been assigned and of the Participant's right to select a different Primary Care Physician. A Participant shall have the right at any time to reject the Primary Care Physician assigned and to select another physician from the list of Primary Care Physicians for the applicable Cigna network. An election by a Participant to reject an assigned physician shall not be counted as a change in providers under the Texas Insurance Code. Cigna shall notify a Primary Care Physician of the selection of such Primary Care Physician by a Participant within 30 working days of the selection or assignment of the Participant to a Primary Care Physician by Cigna.

(9) Group acknowledges and agrees that the Agreement does not contain any financial incentive or make any payment that acts directly or indirectly as an inducement to limit Medically Necessary services. This provision shall not prohibit the savings from cost effective utilization of health services by contracting physicians or health care providers from being shared with physicians or health care providers in the aggregate.

(10) Group's Represented Providers shall post a notice to Participants at the Represented Provider's location on the process for resolving complaints with Cigna. The notice must include the Texas Department of Insurance's toll-free telephone number for filing complaints.

(11) Cigna shall not engage in any retaliatory action, including termination of or refusal to renew the Agreement, because Group or Represented Provider, on behalf of a Participant, reasonably filed a complaint against Cigna or has appealed a decision of Cigna.

(12) (A) Cigna will not as a condition of the Agreement or in any other manner prohibit, attempt to prohibit or discourage Group or a Represented Provider from discussing with or communicating in good faith to a Participant who is a current, prospective or former patient or a party designated by such Participant, with respect to: a) information or opinions regarding the Participant's health care including the Participant's medical condition or treatment options; b) information or opinions regarding the provisions, terms, requirements or services of the Participant's health benefit plan as they relate to the medical needs of the Participant; c) the fact that Represented Provider's contract with Cigna has terminated or that Represented Provider will otherwise no longer be providing care for Cigna Participants; or d) the fact that, if Medically Necessary Covered Services are not available through Participating Providers, Cigna must, upon the request of Represented Physician, and within time appropriate to the

circumstances relating to the delivery of the services and the condition of the Participant, but in no event to exceed 5 business days after receipt of reasonably requested documentation, allow referral to a non-participating Provider.

(B) Cigna will not in any way penalize or terminate Group or a Represented Provider or refuse to compensate Group or a Represented Provider for Covered Services for communicating with a Participant who is a current, prospective or former patient, or a party designated by Participant, in any manner protected by this provision.

(13) (A) If Cigna should choose to terminate Group's or a Represented Provider's participation in the Agreement, Cigna shall give Group or Represented Provider not less than 90 days' prior written notice of the termination, except in the case of imminent harm to patient health, action against license to practice, or fraud, in which case termination may be immediate. Notwithstanding the foregoing, to the extent that the Agreement provides for a longer notification period with respect to termination of the Agreement by Cigna, such longer notification period will apply.

(B) Notice and Hearing. If Cigna should choose to terminate Group's or a Represented Provider's participation in the Agreement, Cigna will notify Group or Represented Provider, as applicable, of this decision in writing and the reason(s) for termination. In the case of termination of a Represented Provider or individual, the notice will include the right to request a hearing or review as specified in applicable laws and regulations. On request and before the effective date of the termination, but within a period not to exceed 60 days, the Represented Provider or individual, shall be entitled to a review of the proposed termination by an advisory review panel. The requirements regarding notice and hearing shall not apply in the case of imminent harm to patient health, action against license to practice, or fraud.

(C) The decision of the advisory review panel must be considered but is not binding on Cigna. On request, a copy of the recommendation of the advisory review panel and Cigna's determination shall be given to Represented Provider or individual.

(D) (1) In the event the Agreement is terminated by Group or a Represented Provider's participation is terminated by Group or the Represented Provider, Cigna, in accordance with Insurance Code § 843.309 shall give reasonable advance notice of such termination to those Participants whom Represented Provider is currently treating and who are affected by the termination.

(2) Cigna will provide assistance to Group or Represented Provider in the event the Agreement is voluntarily terminated by Group or Represented Provider, and Group or Represented Provider, in accordance with Insurance Code § 1301.160, must give reasonable advance notice of such

termination to those Participants whom Group or Represented Provider is currently treating and who are affected by the termination.

(3) In the event Group's or a Represented Provider's participation in the Agreement is terminated by Cigna, Cigna will notify those Participants whom Group or Represented Provider is currently treating and are affected by the termination. Cigna may notify such Participants of the Represented Provider's termination immediately if the Agreement or the Represented Provider's participation is terminated for reasons related to imminent harm.

(E) (1) If Group or a Represented Provider's participation in the Agreement is terminated for reasons other than medical competence or professional conduct, Represented Provider shall continue to provide Covered Services for those Participants who retain eligibility under a Benefit Plan and whom 1) Represented Provider has identified to Cigna as having special circumstances (i.e. persons with a disability, acute condition, life-threatening illness, past the 24th week of pregnancy or a condition such that Represented Provider reasonably believes that discontinuing care could cause harm to the Participant); and 2) Represented Provider has requested to continue treatment. Represented Provider shall be compensated for Covered Services provided pursuant to this provision in accordance with the compensation arrangements under the Agreement for a period of 9 months for those Participants diagnosed with a terminal illness at the time of termination of the Agreement, through delivery, immediate post-partum care and the follow-up checkup within the first 6 weeks of delivery for Participants past the 24th week of pregnancy at the time of termination, and for a period of 90 days following termination for all others.

(2) Group and Represented Provider shall not seek payment from the Participant with respect to services rendered pursuant to this provision of amounts for which the Participant would not be responsible if Represented Provider were still a Participating Provider.

(14) Nothing in the Agreement shall be construed to require Group or Represented Provider to indemnify Cigna for any tort liability resulting from acts or omissions of Cigna.

(15) Group and Represented Providers shall hold Participants harmless for payment of the cost of Covered Services in the event Payor fails to pay Group and Represented Providers for such Covered Services.

(16) Nothing in this Agreement shall be construed to require a referring Represented Physician to bear the expenses of a referral for specialty care in or out of Cigna's provider panel. Savings from cost-effective utilization of health services may, however, be shared with physicians and health care providers in the aggregate.

(17) To the extent that Cigna conducts, uses or relies upon economic profiling to terminate the Agreement, Cigna shall make available to Group or Represented Provider, as applicable, on request the economic profile of Group or Represented Provider, including the written criteria by which Group's or Represented Provider's performance was measured. An economic profile will be adjusted to recognize the characteristics of Group's or Represented Provider's practice that may account for variations from expected costs.

(18) Quality assessment (as that term is defined under Texas law) shall be conducted through a panel of not less than 3 physicians selected by Cigna from among a list of participating Physicians which list is to be provided by participating Physicians in the applicable service area.

(19) Group and Represented Providers may be required pursuant to procedures contained in the Administrative Guidelines, when a physician is referring a Participant to another provider, to disclose to Participant that the physician, provider or facility to whom Participant is referred might not be a participating provider; and, if applicable, that the referring physician has an ownership interest in the facility to which Participant is referred. Such disclosure shall not be required when referring for emergency care, and as necessary to avoid interruption or delay of medically necessary care. Nothing in this section or in the Administrative Guidelines shall be construed to limit access to non-participating providers.

(20) Group and Represented Providers shall, except for instances of emergency care as defined under state law, when referring a Participant to a facility for surgery: notify Participant that out-of-network providers may provide treatment and that Participant can contact Cigna for more information; notify Cigna that surgery has been recommended; and, notify Cigna of the facility that has been recommended for the surgery.

(21) Group and Represented Providers shall, except for instances of emergency care as defined under state law, when scheduling a Participant for surgery: notify Participant that out-of-network providers may provide treatment and that Participant can contact Cigna for more information; and, notify Cigna that surgery has been scheduled.

(22) Group and Represented Providers shall comply with all applicable requirements of Insurance Code § 1661.005. Group and Represented Providers must refund the amount of an overpayment to a Participant no later than the 30th day after the date Group or Represented Provider determines that an overpayment has been made.

(23) To the extent applicable, Group or Represented Provider may request, pursuant to procedures contained in the Administrative Guidelines, a waiver of any requirement for the use of information technology established or required by Chapter 1661 of the Texas Insurance Code as may be changed from time to time. A waiver granted under this section will expire September 1, 2013, or as otherwise permitted by applicable laws and regulations.

(24) To the extent applicable, Group or Represented Provider may request, pursuant to procedures contained in the Administrative Guidelines, a waiver of any requirement for electronic submission established or required by Chapter 1213 of the Texas Insurance Code as may be changed from time to time.

(25) To the extent applicable, nothing in this Agreement shall be construed to permit Cigna or Payor to directly or indirectly charge or hold Group or Represented Provider responsible for a fee for the adjudication of a claim.

(26) The Agreement permits Cigna to contract with another party to provide access to Cigna's rights and responsibilities under this Agreement. Upon request, Cigna will provide information necessary to determine whether a particular party has been authorized to access Group or Represented Provider's health care services and contractual discounts under this Agreement. Any party authorized to access the health care services and contractual discounts under this Agreement must comply with all applicable terms, limitations, and conditions of the Agreement.

(27) The fee schedule for each type of Benefit Plan is included in the exhibits to this Agreement. Notwithstanding the foregoing, Cigna may at its option provide the fee schedule for any Benefit Plan to Group or any Represented Provider electronically.

(28) Upon the request of Group, Cigna will provide Group with such information as is necessary to allow Group to determine that a Payor is authorized to access the reimbursement rates under this Agreement.

(29) Cigna shall cause each Payor that accesses Group's and its Represented Providers' discounts under this Agreement to comply with all applicable terms, limitations and conditions of this Agreement.

Cigna

EXHIBIT C

Fee Schedule and Reimbursement Terms

This Rate Exhibit applies to the following Cigna Benefit Plans:
HMO Benefit Plans: Yes
Network Benefit Plans: Yes
Open Access Plus Benefit Plans: Yes
All Other: Yes

IFP – Individual Family Plan – Benefit Plan: Yes

LocalPlus Benefit Plan: Yes

This is an Exhibit to an Agreement between:
Provider: County of Tarrant
Cigna Party: Cigna HealthCare of Texas, Inc.
Effective Date of Base Agreement: November 1, 2025

This Rate Exhibit:
Applies to: County of Tarrant
Federal Tax ID: 756001170
National Provider Identifier: 119483183
Effective Date: November 1, 2025

I. DEFINITIONS

Cigna Standard Fee Schedule
means the standard Cigna fee schedule applicable to the provider types (e.g. MD, DO, NP, PA etc.) as designated by Cigna in effect at the time of service and applicable to this Agreement for certain Covered Services provided to Participants. The Cigna Standard Fee Schedule is subject to change. For workers' compensation Benefit Plans, the Cigna Standard Fee Schedule shall not exceed the state fee schedule.

II. FEE FOR SERVICE REIMBURSEMENT

A. Covered Services will be reimbursed at the lesser of billed charges or the applicable fee under the Cigna Standard Fee Schedule, less applicable Copayments, Deductibles and Coinsurance. Group agrees to identify the actual rendering provider's name providing services to Participants on the claim submission to Cigna.

B. The reimbursement terms set forth in this Exhibit are applicable to all services rendered as part of your practice or scope of license. Any services provided by an out of network provider or vendor as part of your practice or scope of license are not separately reimbursable.

Signature:

Email: countyjudgegrants@tarrantcountytx.gov

Signature:

Email: Stephen.Watkins@CignaHealthcare.com

SIGNED AND EXECUTED this _____ day of _____, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

Kimberly Colliet Wesley
Criminal District Attorney's Office*

*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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____ Date: _____
Auditor

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 4

Department:	**Prepared By:** Gary Collins, Contracts Specialist	**Approved By:** Gary Collins, Contracts Specialist

SUBJECT:

Consideration to Terminate the Interlocal Agreements Between Tarrant County and the City of Fort Worth for the Inspection and Permitting of On-Site Sewage Facilities

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the termination of the Interlocal agreement between Tarrant County and the City of Fort Worth for the Inspection and Permitting of Onsite Sewage Facilities.

BACKGROUND

For over 50 years, the TCPH Environmental Health Division has provided inspections and permitting of on-site sewage facilities in unincorporated portions and incorporated cities within the county. These inspections may include new facilities, repairs to existing systems, complaints regarding malfunctions and inspection systems needed.

On September 8, 1992 the Commissioners Court, through Court Order #67714, approved a contract between Tarrant County and the City of Fort Worth for conducting onsite sewage facility inspections and permitting due to the City of Fort Worth, at the time, having insufficient personnel to perform this service for the entire jurisdiction. This contract was Evergreen with no expiration.

On April 12, 2024, a Texas Commission on Environmental Quality (TCEQ) audit included a finding that the Interlocal Agreement between Tarrant County and the City of Fort Worth was invalid because the City of Fort Worth holds an Authorized Agent designation with TCEQ. The City of Fort Worth has identified personnel to obtain required licensure to perform onsite sewage facility permitting and inspections within the city limits and Tarrant County Public Health has assisted with training City of Fort Worth personnel on program daily tasks.

With the approval to terminate this agreement, Tarrant County will end on-site sewage facility inspection and permitting services to the City of Fort Worth as of September 1, 2025.

FISCAL IMPACT
There is no fiscal impact associated with this item.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____
Auditor

Attachments

Letter of End OSSF Ft Worth ILA on PH letterhead.pdf

Public Health

W. BRIAN BYRD, M.D., Local Health Authority & Health Director CATHERINE A. COLQUITT, M.D., Medical Director

05/27/2025

Wyndie Turpen
Assistant Environmental Services Director
Environmental Services Department
818 Missouri Ave
Fort Worth, TX 76104
Cody

RE: Notice of Termination of the Agreement between the City of Fort Worth and Tarrant County for the Inspection and Permitting of On-site Sewage Facilities in the City of Fort Worth

Dear Ms. Turpen, Ms. Cordero:

I am writing to respectfully inform you that pursuant to Section 5 of the agreement and as requested in the agreement, Tarrant County desires to mutually terminate the agreement. In accordance with the Texas Health and Safety Code Ch. 366, Subchapter C, the City of Fort Worth will be designated as the authorized agent with the authority to regulate the use of on-site sewage facilities in the City of Fort Worth. Please allow this letter to serve as a formal notification that Tarrant County is terminating the Agreement effective October 1st, 2025.

For your convenience, I have enclosed a copy of the agreement. Thank you for your attention to this matter. Please respond to confirm receipt of the termination notice. If you have any questions, please do not hesitate to contact me regarding this matter.

Sincerely,

Raj Chauhan
Environmental Health Manager
Tarrant County Public Health

Enclosures: the Agreement

Cc (w/o enclosures): Dr. William B. Byrd, Director & Local Health Authority
Sabrina Vidaurri, Associate Director – Health Protection & Response
Judge O'Hare, Tarrant County Judge
Leticia Cordero, MPA, RS, Environmental Program

SIGNED AND EXECUTED this _____ day of _____, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

Kimberly Colliet Wesley
Criminal District Attorney's Office*

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TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 7

Department:	**Prepared By:** Gary Collins, Contracts Specialist	**Approved By:** Gary Collins, Contracts Specialist

SUBJECT:

Consideration of an Agreement Renewal Notice to an Interlocal Agreement between Tarrant County and the City of Fort Worth for Rabies Control Services

****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider an Agreement Renewal Notice to an Interlocal Agreement (ILA) between Tarrant County and the City of Fort Worth for Rabies Control Services.

BACKGROUND

Chapter 826 of the Texas Health and Safety Code, also known as the Rabies Control Act of 1981, requires the administration of a rabies control program by local governments. Tarrant County has historically contracted with the City of Fort Worth to conduct rabies control services in the unincorporated areas of Tarrant County.

On September 5, 2023, the Commissioners Court, through Court Order #141636, approved the ILA with the City of Fort Worth for rabies control services, for a one (1) year term, which ends on September 30, 2024. The annual not to exceed amount for this ILA is $148,556.00.

On June 18, 2024, The Commissioners Court, Through Court Order #143332, approved an amendment to the ILA, increasing the number of animals impounded to 400 animals and updated Exhibit A fee schedule.

On September 17, 2024, the Commissioners Court, through Court Order #143905 , approved the first renewal to the ILA to end September 30, 2025. Per contract terms, fees will increase by three percent (3%) with a not-to-exceed amount of $ 204,032.04.

With approval of the renewal to FY2024 ILA Tarrant County Public Health (TCPH) will continue to partner with the City of Fort Worth for these services. The terms of the amendment decrease the number of animals impounded by 100 animals for a total of 300 animals, and the annual not-to-exceed cost increased to $157,614.00.

FISCAL IMPACT

Not to exceed amount is $157,614.00.
All associated costs will be paid from funds in T0400-2026 / 5100011000.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____
Auditor

Attachments

Tarrant County Rabies ILA Second Amendment-Renewal CSC No 60114.pdf

City Secretary Contract No. _____

SECOND AMENDMENT AND SECOND RENEWAL TO CITY SECRETARY CONTRACT NUMBER 60114
AN INTERLOCAL AGREEMENT FOR RABIES CONTROL
BETWEEN THE CITY OF FORT WORTH AND TARRANT COUNTY, TEXAS

This **Second Amendment and Second Renewal of City Secretary Contract Number 60114** ("Second Amendment") is entered into by and between the **City of Fort Worth** ("City"), a home-rule municipal corporation of the State of Texas, and **Tarrant County, Texas** ("County"), acting by and through its duly authorized County Judge, individually referred to as "party" and collectively as "parties."

WHEREAS, the City and County entered into an interlocal agreement for the City to provide the County with limited rabies control services in the unincorporated areas of Tarrant County as well as impoundment and quarantine facilities for animals for the benefit of County, ("Agreement"); and

WHEREAS, on June 28, 2024, the Parties amended the Agreement to revise provisions relating to the number of animals impounded by the City.

WHEREAS, the Parties desire to amend the Agreement to decrease the number of yearly intakes by City from 400 animals to 300 animals and decrease the schedule of fees paid by the County: accordingly, and

WHEREAS, the Parties desire to renew the Agreement for its Second renewal term, beginning October 1, 2025, and ending September 30, 2026.

NOW, THEREFORE, City and County, acting herein by the through their duly authorized representatives, enter into the following agreement to renew and amend the Agreement as follows:

I.
AMENDMENT

A. Section 6, Subsection H of the Agreement is amended in its entirety to be and read as follows:

> H. The City will notify the County when the number of animals impounded by the City pursuant to this Agreement exceeds 275 animals during the term of the Agreement. The City will not impound animals pursuant to this Agreement in an amount in excess of 300 animals without written approval from the County.

B. Exhibit A of the Agreement, the schedule of fees paid by the County, is amended in its entirety to be read as set forth in Exhibit A of this Second Amendment which is attached hereto and incorporated herein by reference.

II.

ALL OTHER TERMS SHALL REMAIN THE SAME

All other terms, provisions, conditions, covenants and recitals of the Agreement not expressly amended herein shall remain in full force and effect.

III.

ELECTRONIC SIGNATURE

This Amendment may be executed in multiple counterparts, each of which shall be original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature, shall be treated as and shall have the same effect as an original.

[SIGNATURE PAGE FOLLOWS]
[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Executed to be effective on October 1, 2025.

City of Fort Worth:

_____
Dana Burghdoff
Assistant City Manager

Date: _____

Recommended by:

_____
Christopher McAllister
Assistant Code Compliance Director

APPROVED AS TO FORM AND LEGALITY:

_____
Amarna Muhammad
Assistant City Attorney

Contract Authorization:
M&C:
Form 1295: N/A

ATTEST:

_____
Jannette Goodall
City Secretary

Contract Compliance Manager:
By signing, I acknowledge that I am the person responsible for the monitoring and administration of this contract including ensuring all performance and reporting requirements.

_____
Christopher Lirette
Code Compliance Superintendent

Tarrant County, Texas

_____
Judge Tim O'Hare
County Judge

Date: _____

APPROVED AS TO FORM:

_____
Criminal District Attorney's Office*

CERTIFICATION OF
AVAILABLE FUNDS: $_____

Kimberly Colliet Wesley
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

SCHEDULE OF FEES PAID BY COUNTY

Impoundments:

During the initial term of this agreement the County shall pay the City a total compensation not to exceed **$157,614.00** for up to 300 animals impounded by the City from unincorporated Tarrant County. For each renewal year, the total compensation not to exceed amount will increase by 3%. Payment for the initial term and each renewal term are as follows:

Year	**Total Compensation**	**Monthly Payment**
Fiscal 2024 ***(Initial Term)***	$148,566.00 yearly 300 impoundments	$12,380.50
Fiscal 2024 Amendment Change Start June 2024 to September 2024	$49,522.00 increase to 400 impoundments Total: $198,088.00	$24,761.00 New invoice June through September 2024
Fiscal 2025 ***(Renewal Term)***	$204,032.04 yearly	$17,002.67
Fiscal 2026 ***(Renewal Term)***	$157,614 yearly	$13,134.50
Fiscal 2027 ***(Renewal Term)***	$162,342 yearly	$13,528.50
Fiscal 2028 ***(Renewal Term)***	$167,214 yearly	$13,934.50

For all service calls where an animal is impounded, the service call fee is waived and a flat rate charge per animal is assessed. These rates are included in the yearly rate for each renewal year; the flat rate charge shall increase by 3%. The flat rate charged per animal the initial term and each renewal term are as follows:

Year	**Flat Rate Animal Service Call**
Fiscal Year 2024 ***(Initial Term)***	$495.22
Fiscal Year 2025 ***(Renewal Term)***	$510.08
Fiscal Year 2026 ***(Renewal Term)***	$525.38
Fiscal Year 2027 ***(Renewal Term)***	$541.14
Fiscal Year 2027 ***(Renewal Term)***	$557.38

Beyond the first 300 animals, the County shall pay the City a flat fee of $557.38 for each additional animal impounded from unincorporated Tarrant County, up to a maximum of 30 additional animals.

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 9
Department:	**Prepared By:** Gary Collins, Contracts Specialist	**Approved By:** Gary Collins, Contracts Specialist

SUBJECT:

Consideration of Data Use Agreement for Overdose Fatality Review between Tarrant County and Recovery Resource Council

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that Commissioners Court consider a Data Use Agreement for Overdose Fatality Review (OFR) between Tarrant County and Recovery Resource Council (RRC) to allow data sharing.

BACKGROUND

Over 2,000 Tarrant County residents have died in the past five years from drug overdoses. Tarrant County Public Health (TCPH) has partnered with RRC to start an OFR to address this preventable cause of death in our community. Other OFR participants include the Tarrant County Medical Examiner's Office, Connections Wellness Group, and TEXOMA HIDTA (High Intensity Drug Trafficking Areas).

The purpose of the OFR is to identify system gaps and collect information to support data-driven overdose prevention and intervention strategies through a series of confidential individual death reviews by a multidisciplinary team. The review provides a deeper understanding of missed opportunities that may have prevented an overdose death and informs recommendations for action.

RRC is coordinating and managing the review of cases, including collecting and entering data. TCPH is the lead for analyzing data and providing data reports for the OFR to use when making recommendations regarding overdose prevention in our community.

The approval of this Agreement will allow TCPH to receive the OFR data collected by RRC so those data may be analyzed.

The Agreement is in effect upon approval by both parties and shall remain in effect until terminated by either party.

The Criminal District Attorney's Office has reviewed this document as to form.

FISCAL IMPACT

There is no fiscal impact associated with this item.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____
Auditor

Attachments

DUA_Recovery Resource Council (RRC) 9.03.2025.pdf

STATE OF TEXAS §
§
COUNTY OF TARRANT §

LIMITED DATA SET
DATA USE AGREEMENT

This Data Use Agreement for a Limited Data Set ("DUA") is effective on September 3, 2025, ("Effective Date") by and between Recovery Resource Council ("Covered Entity"), a non-profit corporation located at 2700 Airport Freeway, Fort Worth, TX 76111, and Tarrant County Public Health ("Recipient"), a county government corporation located at 1101 S. Main Street, Fort Worth, TX 76104 collectively, the "Parties".

The COVERED ENTITY is as defined in the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"); and the COVERED ENTITY is providing RECIPIENT with a Limited Data Set of Protected Health Information ("PHI") as defined in 45 Code of Federal Regulations (CFR) § 164.514(e)(2); so that the Recipient is a "LIMITED DATA SET RECIPIENT" as defined in HIPAA.

This DUA is **effective** upon a fully executed agreement and shall remain in effect for a period of ten (10) years with an end date of September 3, 2035 or until terminated by either party with a 30 day notice per section IX. Termination.

The Parties agree to the provisions of this DUA in order to address the requirements of HIPAA and to protect the interest of both Parties.

DEFINITIONS

Authorized User means a recipient's employees, agents, assigns, representatives, independent contractors, or other persons or entities authorized by the data recipient to access, use or disclose information through this agreement.

Breach of confidentiality means unauthorized access, use or disclosure of information received under this agreement. Disclosure may be oral or written, in any form or medium.

Breach of security means an action (either intentional or unintentional) that bypasses security controls or violates security policies, practices, or procedures.

Confidential information means information that is protected from public disclosure by law.

Data storage means electronic media with information recorded on it, such as CDs/DVDs, computers and similar devices.

Data Transmission means the process of transferring information across a network from a sender (or source) to one or more destinations.

Direct Identifier Direct identifiers in research data or records include names; postal address information (other than town or city, state and zip code); telephone numbers, fax numbers, e-mail addresses; social security numbers; medical record numbers; health plan beneficiary numbers; account numbers; certificate /license numbers; vehicle identifiers and serial numbers, including license plate numbers; device identifiers and serial numbers; web universal resource locators (URLs); internet protocol (IP) address numbers; biometric identifiers, including finger and voice prints; and full face photographic images and any comparable images.

Disclosure means to permit access to or release, transfer, or other communication of confidential information by any means including oral, written, or electronic means, to any party except the party identified or the party that provided or created the record.

Encryption means the use of algorithms to encode data making it impossible to read without a specific piece of information, which is commonly referred to as a "key". Depending on the type of information shared, encryption may be required during data transmissions, and/or data storage.

Human research review is the process used by institutions that conduct human subject research to ensure that:

- the rights and welfare of human subjects are adequately protected;
- the risks to human subjects are minimized, are not unreasonable, and are outweighed by the potential benefits to them or by the knowledge gained; and
- the proposed study design and methods are adequate and appropriate in light of the stated research objectives.

Research that involves human subjects or their identifiable personal records should be reviewed and approved by an institutional review board (IRB) per requirements in federal and state laws and regulations and state agency policies.

Identifiable data or records contains information that reveals or can likely associate the identity of the person or persons to whom the data or records pertain. Research data or records with direct identifiers removed, but which retain indirect identifiers, are still considered identifiable.

Indirect identifiers are indirect identifiers in research data or records that include all geographic identifiers smaller than a state, including street address, city, county, precinct, Zip code, and their equivalent postal codes, except for the initial three digits of a Zip code; all elements of dates (except year) for dates directly related to an individual, including birth date, admission date, discharge date, date of death; and all ages over 89 and all elements of dates (including year) indicative of such age, except that such age and elements may be aggregated into a single category of age 90 or older.

Limited dataset means a data file that includes potentially identifiable information. A limited dataset does not contain direct identifiers.

Potentially identifiable information means information that includes indirect identifiers which may permit linking an individual to that person's health care information.

Examples of potentially identifiable information include:

- birth dates;
- admission, treatment or diagnosis dates;
- healthcare facility codes;
- other data elements that may identify an individual. These vary depending on factors such as the geographical location and the rarity of a person's health condition, age, or other characteristic.

PURPOSE

The purpose of this Limited Data Set Data Use Agreement (DUA) is to govern the access, use, and disclosure of a specific dataset, balancing the need for data sharing with the necessity to protect sensitive information. This agreement outlines the terms, conditions, and restrictions under which authorized individuals or entities may utilize the limited dataset, ensuring compliance with privacy regulations and maintaining the confidentiality and integrity of the data.

I. SCOPE OF SERVICES

COVERED ENTITY will provide RECIPIENT with the following limited data set: [Data collected for the Tarrant County Overdose Fatality Review, such as decedent demographics, cause of death, overdose and death-scene investigation, interventions following the overdose, history of life circumstances, risk factors, community context, and review team recommendations].

Recipient acknowledges that this limited data set is subject to applicable privacy laws and regulations.

II. USE OF DATA and AUTHORIZED USERS

RECIPIENT shall have the right to use and disclose all PHI provided to it by the COVERED ENTITY for the Research, Public Health or healthcare Operations purposes as listed below:

- RECIPIENT agrees to use the provided limited data set solely for the purpose of [analyzing, interpreting, and reporting of results for the Overdose Fatality Review Team] and for no other purpose.
- Prohibit any use or disclosure of the data for purposes other than those explicitly stated.
- Obtain written consent from COVERED ENTITY before using or disclosing the data for any other purpose.
- Adhere to all applicable laws and regulations governing the use and disclosure of PHI.
-

III. SAFEGUARDING INFORMATION

The parties shall send and receive health data in a secure, confidential manner in compliance with all applicable laws governing the protection of confidential and identifiable data.

Data will be received and stored securely. RECIPIENT shall use reasonable efforts (based on industry best practices) to secure, protect and manage all data received from COVERED ENTITY.

The parties will promptly report to each other in writing any use or disclosure of the data set not provided for by this DUA.

The parties agree to amend these specifications as necessary from time to time to allow either party to comply with the requirements of the privacy rule and HIPAA.

IV. SPECIAL TERMS AND CONDITIONS

A. RECIPIENT shall:

1. Not attempt to determine the identity of, nor contact, any person whose information is contained in the data set unless such actions are necessary as part of a public health disease investigation or otherwise fall within public health authority as provided by Texas law.

V. FINANCIAL RESPONSIBILITY

RECIPIENT is responsible for its incurred expenses in performing this DUA unless otherwise noted. To the extent permitted by the Constitution and the laws of the State of Texas, RECIPIENT indemnifies and holds harmless the COVERED ENTITY against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including attorney's fees, with respect to RECIPIENT's performance.

VI. ASSIGNMENT

Neither party may assign this DUA without the prior written consent of the other party.

VII. THIRD PARTY BENEFICIARY EXCLUDED

This DUA does not protect any specific third party. The intent of this contract excludes the idea of a suit by a third-party beneficiary. The parties to this DUA do not consent to the waiver of sovereign immunity under Texas law to the extent either party may have that immunity under Texas law.

VIII. MISCELLANEOUS

This DUA supersedes all prior representations. The parties may amend this DUA by subsequent written amendments. The parties will not amend this DUA orally. The laws of the State of Texas govern this DUA. Venue for any action regarding this DUA must be in the district courts of Tarrant County, Texas.

IX. TERMINATION

This DUA shall be effective on the Effective Date set forth above and shall continue as long as Recipient retains the data, unless otherwise terminated by applicable law or regulation. Recipient may terminate this Agreement by returning or destroying the PHI and providing written notice to the Covered Entity. Recipient must ensure that all subcontractors and/or agents involved in the data handling also adhere to termination requirements. Should Recipient commit a material breach of this Agreement, which is not cured within thirty (30) days after Recipient receives notice of such breach from the Covered Entity, then the Covered Entity will discontinue disclosure of PHI and will report the breach to the Secretary, Department of Health and Human Services.

Either party may terminate this DUA by:

A. Providing written notice to the other party at least 30 days prior to the date of termination;

B. Providing, in the written notice, the date of termination;

C. Sending the written notice by certified mail, return receipt requested to the party at its address.

X. GOVERNING LAW AND VENUE

This Data Use Agreement shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this DUA will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in State Court.

Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

XI. CONTACT INFORMATION

	COVERED ENTITY	**RECIPIENT**
Organization Name	Recovery Resource Council	Tarrant County Public Health
Business Contact Name	Becky Devine	Micky Moerbe
Title	Director of Special Projects	Biostatistician
Address	1822 Cadiz Street Dallas, TX 75201	1101 S. Main Street Fort Worth, TX 76104
Telephone #	989-302-3991	(817) 321-4877
Email Address	b.devine@recoverycouncil.org	mmmoerbe@tarrantcountytx.gov
IT Security Contact	Maria Gomez-Salcedo	Russell Scott
Title		Information Security Officer
Address	403 N Sylvania Ave Fort Worth, TX 76111	200 Taylor Street Fort Worth, TX 76196
Telephone #	817-332-6329	(817) 212-7468
Email Address	m.salcedo@recoverycouncil.org	rdscott2@tarrantcountytx.gov
Privacy Contact Name	Maria Gomez-Salcedo	Kenton Murthy
Title		Privacy Officer
Address	403 N Sylvania Ave Fort Worth, TX 76111	1101 S. Main Street Fort Worth, TX 76104
Telephone #	817-332-6329	(817) 321-5305
Email Address	m.salcedo@recoverycouncil.org	kkmurthy@tarrantcountytx.gov

SIGNED AND EXECUTED this _____ day of _____, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

_____
Tim O'Hare
County Judge

PROVIDER

_____
Eric Niedermayer
Chief Executive Officer
Recovery Resource Council

APPROVED AS TO FORM:

Kimberly Colliet Wesley
_____
Criminal District Attorney's Office*

*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.

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 11
Department:	**Prepared By:** Gary Collins, Contracts Specialist	**Approved By:** Gary Collins, Contracts Specialist

SUBJECT:

Consideration of an Education Affiliation Agreement between Tarrant County and Texas Woman's University

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider an Education Affiliation Agreement between Tarrant County and Texas Women's University to allow students to experience educational opportunities in a clinical setting at Tarrant County Public Health Department (TCPH).

BACKGROUND

TWU offers courses of study for different health service programs. A critical component of the program is allowing students to directly apply knowledge and skills gained in the classroom in a clinical setting.

TCPH and TWU share a mutual interest in providing students in the health services field with clinical care experience and conducting educational activities through observation and supervised training, all of which are essential to the student's achievement of academic and professional goals. In addition, students are exposed to the impact that public health has on the community.

The agreement presented for consideration sets forth the terms for this partnership, and if approved, TCPH and TWU will begin an educational collaboration to provide TWU students with the experience outlined above for the term beginning October 1, 2025, and shall remain in effect until terminated by either party with three months' notice.

The Criminal District Attorney's Office has reviewed this document as to form.

FISCAL IMPACT

There is no fiscal impact with this item.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____
Auditor

Attachments

AA_2025TWU Signed_Tarrant County Public Health v2.pdf
DA-JUDGE-AUDITOR-EXECUTED DATE CONTRACT APPROVAL FORM-FINAL-signed.pdf

AFFILIATION AGREEMENT

This Affiliation Agreement ("AGREEMENT") is entered into between Texas Woman's University ("TWU"), a public institution of higher education located in the State of Texas, and **TARRANT COUNTY on behalf of TARRANT COUNTY PUBLIC HEALTH (TCPH)** (HOST AGENCY"), an entity located in **Fort Worth, Texas.** , (individually each a "PARTY," and collectively "PARTIES").

WHEREAS, TWU offers a comprehensive catalog of academic studies, including baccalaureate, master's and doctoral degrees;

WHEREAS, this AGREEMENT is intended to cover all TCPH's Facilities unless otherwise indicated in this Agreement if HOST AGENCY operates at more than one facility, and

WHEREAS, the PARTIES desire to provide TWU's Program Participants with educational opportunities to directly apply knowledge and skills gained in the classroom in a clinical setting, by establishing one or more clinical placement programs at TCPH.

NOW THEREFORE, in consideration of the above premises and the individual and mutual promises of the PARTIES hereinafter set forth, and for other good and valuable consideration, TWU and TCPH agree as follows:

I. Purpose of Agreement

Headings included herein are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof. This Agreement sets forth the terms under which TCPH will provide TWU faculty, staff, and student access to all its facilities consistent with the purpose of this Agreement. This Agreement also establishes the way TWU will access TCPH facilities so that the well-being of the clinical site, staff and patients will not be jeopardized. Foremost, this affiliation encompasses one or more educational programs in which TCPH or any of its affiliated entities is involved.

II. Term and Termination

1. This AGREEMENT is effective and fully executed when signed by the last part with signatory authority to execute the agreement. This agreement shall remain in effect for ten (10) years or until terminated by either party as provided in this agreement.
2. This agreement may be revised or modified by written amendment when both parties agree to such amendment.
3. If either party wishes to terminate this agreement, it is understood that written notice of at least three (3)

months will be given to the other party, and any student currently participating in internship at the site will be allowed to finish their internship.

III. Applicable TWU Academic Units and Notice

1. TCPH agrees to accept Program Participant(S) from these TWU Academic Units:
   Check only one box and if applicable, type in specific Academic Units.

   ☒ All TWU Academic Units listed in Exhibit A, attached hereto.

   ☐ These specific TWU Academic Units:

   [Click or tap here to enter specific TWU Academic Units.]

2. Any notices required by this AGREEMENT shall be delivered to the following address or addresses via personal delivery, via first class mail return receipt requested, or via electronic mail with read receipt:

   Notice to TWU shall be given to the applicable TWU Academic Unit(s) identified above in Section III.1, of this AGREEMENT, and addressed to the correlating contact identified in Exhibit A, attached hereto.

   Notice to TCPH:

Name and Title: Martha Clark, Workforce & Organizational Development Manager
Address: 1101 S. Main Street
City/State/Zip: Fort Worth, Texas 76104
Telephone number: 817-321-5349
Email address: maclark@tarrantcountytx.gov

IV. Mutual Responsibilities

1. The PARTIES share responsibility for creating an appropriate learning environment. Each PARTY shall designate a Representative; each Representative shall be responsible for the implementation of the PROGRAM. Each PARTY may designate multiple Representatives.
2. The PARTIES shall devise methods for the PROGRAM's implementation, mutually agree on the number of Program Participant(S) to participate in the PROGRAM, mutually determine Program Participant(S)' placement dates and times, and shall continually evaluate the effectiveness of the PROGRAM.
3. TWU shall advise Program Participant(S) that as a condition of placement at ~~HOST~~ TCPH, requires Program Participant(S) to comply with TCPH's policies and procedures; these may include but are not limited to matters relating to conduct such as dress code, criminal background checks, immunizations, drug tests, safety requirements, and handling of individually identifiable information under HIPAA. T C P H

will provide TWU's applicable Academic Unit(s) with a copy of its relevant policies and procedures in advance of the start of the PROGRAM. It is Program Participant(S)' sole responsibility to personally comply with TCPH's required placement conditions, including any costs associated with those conditions.

V. Responsibilities of TWU

1. Identify a Representative to facilitate activities and communication between the PARTIES. The Representative shall be responsible for, among other things, coordinating with TCPH regarding: number of STUDENT(S) to participate in the PROGRAM; dates and hours of assignment(s); and a description of syllabus requirements and other clinical objective expectations (hereafter referred to as "OBJECTIVES"). The format and style of the OBJECTIVES may differ per TWU Academic Unit. TWU shall select Program Participant(S) for the PROGRAM, selecting only those Program Participant(S) with a satisfactory record as determined solely by TWU.
2. Maintain full responsibility and control for the planning and execution of PROGRAM, including developing curriculum, evaluating Program Participant(S), administration, instructor appointments, and other matters which are normally reserved as a university's functions, such as granting degrees and advising.
3. Encourage Program Participant(S) to maintain personal health insurance and inform them that they are responsible for their own health needs, health care costs, and health insurance coverage.
4. Advise Program Participant(S) to promptly notify the PARTIES, as appropriate, of any concerns or problems which arise during the course of the PROGRAM.
5. May require TCPH to evaluate the performance of Program Participant(S) on a regular basis using evaluation forms which are either supplied by TWU or are acceptable to TWU.
6. TWU warrants and represents that it provides occurrence-based professional liability insurance for Program Participant(S) with limits of at least $1,000,000 per occurrence and $3,000,000 annual aggregate. TWU, as a public entity entitled to governmental immunity protections under applicable state law, provides occurrence- based general liability coverage with limits of at least $1,000,000 per occurrence and $2,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. If requested by TCPH, TWU shall provide a certificate of insurance demonstrating coverage for Program Participant(S) in PROGRAM.

VI. Responsibilities of HOST AGENCY

1. Identify a Representative to facilitate activities and communication between the PARTIES. The Representative shall be responsible for, among other things: coordinating with TWU about the number of Program Participant(S) to participate in the PROGRAM; orienting the Program Participant(S) to TCPH; providing supervision; teaching and conveying subject matter knowledge, value, ethics, and skills relevant to the OBJECTIVES.

2. Permit visits of TWU's employees and accreditation evaluators for the purpose of observing, auditing or participating in the teaching process, attending meetings, or evaluating for accreditation.
3. Provide Program Participant(S) with: clear professional and behavioral expectations; timely, focused, accurate and constructive feedback; and if also required by TWU, evaluate the performance of Program Participant(S) using evaluation forms which are either supplied by TWU or are acceptable to TWU.
4. Retain full authority and responsibility for all care given at its premises. TCPH shall maintain a level of care that meets generally accepted standards in HOST AGENCY's industry, along with required certifications, licenses, and accreditations.
5. Notify TWU, within ten (10) business days, of any changes in its personnel, operation, or policies which may affect the PROGRAM.
6. Provide an orientation for the Program Participant(S) and TWU's employees participating in PROGRAM, of the type and scope provided to its employees, with respect to the physical facilities, equipment, policies, and procedures.
7. TCPH agrees to comply with applicable state and federal workplace safety laws and regulations.
    a. Only to the extent required by applicable state law, TCPH will provide any statutorily-required Workers' Compensation and Liability Insurance for Program Participant(S).
8. In the event Program Participant (S) are exposed to an infectious or environmental hazard or other occupational injury (i.e. needle stick) while at TCPH, TCPH will refer such Program Participant(S) to the nearest medical facility. Program Participant(S) will bear financial responsibility for any charges generated.
9. Upon request from TWU, TCPH will provide proof that it maintains liability insurance in an amount that is commercially reasonable.

VII. STUDENT(S) Removal

1. TCPH may remove the Program Participant(S) in PROGRAM, if:
    a. The achievement, progress, adjustment, or health of the Program Participant (S) does not warrant continuation at HOST AGENCY; or
    b. The behavior of the Program Participant(S) fails to conform to TCPH's policies.
2. TCPH reserves the right to exclude Program Participant(S) from its premises in the event that such Program Participant(S) conduct or state of health is deemed objectionable or detrimental to the proper administration of TCPH.
3. TWU reserves the right to remove Program Participant(S) from PROGRAM at any time. Factors TWU may consider, include but are not limited to, Program Participant(S)': progress, adjustment, conduct, and information obtained from TCPH. TWU will notify TCPH if such action is taken.

VIII. FERPA

Pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), to the extent that TCPH receives, generates, or maintains educational records under this AGREEMENT, TWU hereby designates HOST AGENCY as a school official with a legitimate educational interest in the educational records of Program Participant(S) in PROGRAM. This designation is made to the extent that access to the educational records are required by TCPH to carry out PROGRAM. The TCPH agrees to maintain the confidentiality of the education records in accordance with the provisions of FERPA.

IX. Non-Discrimination

The PARTIES agree to comply with applicable state and federal rules governing non-discrimination, equal opportunity, and affirmative action.

X. Severability

If any part, term or provision of this AGREEMENT is held to be illegal, in conflict with any applicable law or is otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the PARTIES shall be construed and enforced as if the AGREEMENT did not contain the particular part, term or provisions held to be illegal, in conflict with any applicable law, or invalid.

XI. Assignment

Neither PARTY may assign this AGREEMENT, in whole or in part, without the prior written consent of the other PARTY.

XII. No Third-Party Beneficiaries

This Agreement is for the sole benefit of the PARTIES hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this AGREEMENT.

XIII. Employment Disclaimer

Program Participant(S) will not be considered employees or agents of TCPH or TWU for any purpose. Program Participant(S) will not be entitled to receive any compensation from TCPH or TWU. Program Participant(S) will not be entitled to any benefits of employment from TCPH or TWU, including, but not limited to, vacation, sick time, or any other benefit of employment, direct or indirect, unless otherwise required by applicable law. No payments shall be made between the PARTIES or between a PARTY and Program Participant(S).

XIV. Relationship between PARTIES

Nothing in this AGREEMENT is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the PARTIES, and neither PARTY shall have the right or authority or shall hold itself out to have the right or authority to bind the other PARTY, nor shall either PARTY be responsible for the acts or omissions of the other, except as provided specifically to the contrary herein.

XV. Health Insurance Portability and Accountability Act

To the extent that TCPH is a covered entity for purposes of the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act and the Privacy, Security and Breach Notification Regulations (hereinafter collectively, "HIPAA"), STUDENT(S) pursuant to this AGREEMENT are members of TCPH's workforce for purposes of HIPAA. Program Participant(S), as members of TCPH'S workforce, may have access to patient medical information.

XVI. Sovereign Immunity

The PARTIES expressly agree that nothing in this AGREEMENT, nor any other conduct, action or inaction of any representative of TWU relating to the subject matter hereof, shall be construed as a limitation or a waiver on any of the immunities or defenses to which TWU is entitled, as an agency of the State of Texas. TWU enters this AGREEMENT only to the extent authorized by applicable law. Any provision of this AGREEMENT that is not authorized by or is inconsistent with applicable Texas law, including the opinions of the state's Attorney General, is invalid. Furthermore, in no event shall TWU be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by TCPH or any third party, even if TWU has been advised of the possibility of such damages.

XVII. Governing Law

This AGREEMENT and all of the rights and obligations of the PARTIES thereto and all of the terms and conditions thereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, without giving effect to any choice of law rules which would refer the matter to the laws of another jurisdiction.

XVIII. Force Majeure

Any delay or failure in the performance by either PARTY under the AGREEMENT shall be excused if and to the extent caused by the occurrence of a Force Majeure, to the extent that performance of that PARTY's respective obligations are prevented or made illegal or impracticable. For purposes of the Agreement, Force Majeure means a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the PARTY claiming Force Majeure, including without limitation, acts of God, fires, floods, explosions, riots, wars, hurricane, terrorism, governmental acts, injunctions, labor strikes, pandemics and epidemics that prevent the PARTY from performing, and other like events that are beyond the reasonable anticipation and control of the PARTY affected thereby, despite such PARTY 's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a PARTY's failure to perform its obligations under this AGREEMENT.

XIX. Texas Government Code Provisions

1. Texas Public Information Act ("TPIA"): As required by Chapter 552, Texas Government Code, TWU strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the TPIA. Nothing in this AGREEMENT will be construed to prohibit disclosure, to the extent that such disclosure is required by law or valid order of a court or other governmental authority.
2. Anti-Terrorism Certification: As required by Texas Government Code Section 2252.152, TCPH represents

and warrants that it is not prohibited under Section 2252.152 or identified by (1) the Texas Comptroller as a company with business operations in Sudan; (2) the Texas State Pension Review Board as a company with business operations in Iran; or (3) the Texas Comptroller as a company known to have contracts with, or known to provide supplies or services to, a foreign terrorist organization. Excepted from this prohibition are companies the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran or foreign terrorist organizations.

XX. Intellectual Property

Each PARTY acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that PARTY (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that PARTY. Neither PARTY may use the Marks of the other without the advance written consent of that PARTY, except that each PARTY may use the name of the other PARTY in factual statements that, in context, are not misleading.

XXI. Representation of Authority

Each representative executing below, warrants and represents that such representative has full authority to act for, bind, and execute this Agreement on behalf of their PARTY.

XXII. Entire Agreement

Exhibit A, attached hereto, is incorporated herein and made a part of this AGREEMENT as if set forth in full. This is the entire AGREEMENT of the PARTIES as it relates to the subject matter hereof and each of its provisions shall be binding upon the PARTIES and may not be waived, modified, amended or altered except in writing signed by the PARTIES. This AGREEMENT does not supersede, modify, or terminate any Clinical Affiliation and Sponsorship Agreement, between the PARTIES hereto. This AGREEMENT does supersede all other prior agreements between the PARTIES hereto, with respect to the subject matter hereof; all other such prior agreements are hereby terminated and deemed of no further force or effect.

IN WITNESS HEREOF, the PARTIES have caused this AGREEMENT to be executed by their duly authorized representatives to be effective as of the day and year below written.

TEXAS WOMAN'S UNIVERSITY:	**TARRANT COUNTY:**
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: Tim O'Hare
Title: _____	Title: County Judge
Date: _____	Date: _____

TWU APPROVED AS TO LEGAL FORM:
TWU Office of General Counsel

SIGNED AND EXECUTED this _____ day of _____, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
Criminal District Attorney's Office*

*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

ACADEMIC UNITS: NOTICE AND CONTACT INFORMATION

School of the Sciences:
TWU Division of Biology
Attn: Director
1000 Old Main Circle - SRC 304
Denton, TX 76204
Telephone/Text/Fax 940-898-2351
E-mail biology@twu.edu

School of Human Sciences:
TWU Child Life Program
Attn: Department Chair
1202 Old Main Circle - WH 115
Denton, TX 76204
Telephone/Text/Fax 940-898-2685
E-mail HDFSC@twu.edu

Department of Communication Sciences & Oral Health:
TWU Department of Communication Sciences & Oral Health
Attn: Department Chair
1314 Bell Ave. – MCL 820
Denton, TX 76204
Telephone/Text/Fax 940-898-2023
E-mail coms@twu.edu

Health Care Administration Program:
TWU Health Care Administration Program
Attn: Program Director
6700 Fannin St., Suite 7010
Houston, TX 77030
Telephone/Text/Fax 713-794-2061
E-mail hcaprogram@twu.edu

School of Health Promotion & Kinesiology:
TWU School of Health Promotion & Kinesiology
Attn: Internship Director
1600 N. Bell Avenue - PH 208
Denton, Texas 76204
Telephone/Text/Fax 940-898-2340
E-mail shpk@twu.edu

School of the Arts & Design:
TWU Division of Music
Attn: Program Coordinator
305 Pioneer Circle – MUS 114
Denton, TX 76204
Telephone/Text/Fax 940-898-2491
E-mail music@twu.edu

College of Nursing:
TWU College of Nursing
Attn: Dean of Nursing
1216 Oakland Street - ASB 216
Denton, TX 76204
Telephone/Text/Fax 940-898-2401
E-mail nursing@twu.edu

Department of Nutrition & Food Science – Denton Campus:
TWU Department of Nutrition and Food Sciences
Attn: Internship Director
1000 Old Main Circle - SRC 204
Denton, TX 76204
Telephone/Text/Fax 940-898-2636
E-mail nutrfdsci@twu.edu

Department of Nutrition & Food Science – Houston Campus:
TWU Department of Nutrition and Food Sciences
Attn: Internship Director
6700 Fannin St
Houston, TX 77030
Telephone/Text/Fax 713.794.2344
E-mail nfs_houston@twu.edu

School of Occupational Therapy:
TWU School of Occupational Therapy
Attn: Academic Fieldwork Coordinator (AFWC)
1314 N. Bell Ave., Suite 810
Denton, TX 76204
Telephone/Text/Fax 940-898-2801
E-mail OTFieldwork@twu.edu

School of Physical Therapy:
TWU School of Physical Therapy
Attn: Director
T. Boone Pickens Institute of Health Sciences- Dallas Center 5500 Southwestern Medical Ave.
Dallas, TX 75235
Telephone/Text/Fax 214-689-7701
E-mail pt@twu.edu

School of Social Work, Psychology and Philosophy:
TWU Division of Psychology and Philosophy
Attn: Field Instruction Program Coordinator
1315 N. Bell Ave., CFO 702
Denton, TX 76204
Telephone/Text/Fax 940-898-2303
E-mail psychology@twu.edu

School of Social Work, Psychology and Philosophy:
TWU Division of Social Work
Attn: Field Instruction Program Coordinator
1210 Old Main Circle – OMB 410
Denton, TX 76204
Telephone/Text/Fax 940-898-2071
E-mail socialwork@twu.edu

SIGNED AND EXECUTED this _____ day of _____, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

Kimberly Colliet Wesley
_____
Criminal District Attorney's Office*

*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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____ Date: _____
Auditor

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 14
Department:	**Prepared By:** Gary Collins, Contracts Specialist	**Approved By:** Gary Collins, Contracts Specialist

SUBJECT:

Consideration of a Contract for Services Between Tarrant County and Cook Children's Medical Center for the Treatment of Pediatric Patients of Tarrant County Public Health Department's Tuberculosis Prevention and Control Program

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a Contract for Services between Tarrant County and Cook Children's Medical Center (Cook Children's), to administer treatment to pediatric clients of the Tarrant County Public Health Department's (TCPH) Tuberculosis Prevention (TB) and Control Program.

BACKGROUND

The TCPH TB clinic provides comprehensive tuberculosis screening, treatment, and case investigation services to the residents of Tarrant County. As pediatric patients require specialized care, the TB clinic partners with Cook Children's for the treatment TB once screened and identified.

With approval of this Contract for Services, Cook Children's Physician's will administer Tuberculosis treatment to Pediatric TB patients of Tarrant County Public Health as needed at a rate of $800.00 per half0day at the TCPH TB clinic. The term of this contract is October 1, 2025, through September 30, 2026. All services are provided on an as-needed basis.

The Criminal District Attorney's Office has reviewed this document as to form

FISCAL IMPACT

All associated costs will be paid from Grant fund allocations in account F0046-2026 / 51004020000, 5100403000 / 569011. .

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____
Auditor

Attachments

Cook Childrens_Contract for TB Services - October 1, 2025 - September 30, 2026.pdf

STATE OF TEXAS	§	
	§	**CONTRACT FOR SERVICES**
COUNTY OF TARRANT	§	

BACKGROUND

THIS AGREEMENT ("Agreement") by and between Tarrant County ("COUNTY") and Cook Children's Physician Network ("PROVIDER") is effective October 1, 2025.

CONTRACT FOR SERVICES

1. SCOPE OF SERVICES

   a. This Agreement does not authorize the provision of any service other than physician services at County's tuberculosis clinic (the "Services") located at 1101 S. Main Street, Fort Worth, Texas 76104, as requested by COUNTY. Each physician providing services under this Agreement shall at all times have an active and current license to practice medicine from the Texas Medical Board.

   b. COUNTY understands that PROVIDER will perform the Services on each patient on County's premises.

   c. Payment for any services other than those described in this Agreement must be authorized in advance by COUNTY. COUNTY agrees that it will not retroactively deny claims for Services provided to Patients pursuant to a written request for services from COUNTY.

2. TERM

This contract begins on October 1, 2025 and concludes on September 30, 2026.

3. COST

For Services rendered to County under this Agreement, COUNTY agrees to compensate PROVIDER at the rate of $800.00 per half-day at Clinic. COUNTY will pay PROVIDER within thirty (30) days of receipt of invoice from the PROVIDER so long as PROVIDER submits bills for services rendered to the following address within thirty (30) days of the service date:

Tarrant County Public Health
1101 South Main St., Suite1600
Fort Worth, Texas 76104
Attn: P. Rene Whitling

All billings to Patient or third party payers for the services provided pursuant to this Agreement shall be the responsibility of COUNTY.

4. SUPERVISION

COUNTY and PROVIDER agree that COUNTY has no right to supervise or to direct the performance of PROVIDER's services.

5. AGENCY-INDEPENDENT CONSULTANT

PROVIDER is an independent provider. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

6 INSURANCE

a. PROVIDER acknowledges that it is solely responsible for any liability for accidents involving their employees.

b. All insurance policies under this agreement must specifically name and include Tarrant County, its officers, agents, employees and servants as additional insureds.

7. INDEMNIFICATION

PROVIDER SHALL INDEMNIFY, DEFEND, HOLDHARMLESS THE COUNTY, ITS OFFICIALS, AND EMPLOYEES AGAINST ANY AND ALL DAMAGES, LIABILITIES, COSTS, OR OTHER LOSS WHICH MAY RESULT FROM THE FAILURE OF PROVIDER TO FULFILL ITS OBLIGATIONS UNDER THE TERMS IN THIS AGREEMENT.

8. ASSIGNMENT

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

9. THIRD PARTY BENEFICIARY EXCLUDED

The parties do not enter into this contract to protect any specific third party. The intent of this contract excludes the idea of a suit by a third party beneficiary. The parties to this contract do not consent to the waiver of sovereign immunity under Texas law to the extent any party may have immunity under Texas law.

10. GOVERNING LAW AND VENUE

This Contract shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Contract will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in State Court.

11. TERMINATION

Either party may terminate this contract without cause. Such notice of termination shall be given in the following manner.

a. Providing written notice to the other party at least thirty (30) days prior to the date of termination;

b. Providing in the written notice the date of termination; and

c. Sending the written notice by certified mail return receipt requested to the party at its address.

12. MISCELLANEOUS

a. Upon mutual Contract, the parties to this Contract may submit in good faith to a non-binding mediation before filing a suit for damages.

b. If any terms or provisions of this Contract are held invalid or unenforceable to any extent, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

c. Any waiver by a party of any breach of any provision contained herein or any breach thereof shall not constitute a waiver of any other provision or any other further subsequent breach hereof.

d. This Contract, any amendments or addenda hereto, and any exhibits specifically mentioned herein constitute the entire Contract between the parties regarding the subject matter hereof and supersede all prior or contemporaneous discussions, representations, correspondence and Contracts, whether oral, written, pertaining thereto. This Contract maybe amended or modified only by a writing duly executed by both parties and any amendment or modification is subject to the approval of the Tarrant County Commissioner's Court.

13. 1295 COMPLIANCE

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 Form1295, attached as Exhibit A, with the Texas Ethics Commission as required by law.

Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute ef f ective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement f or all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures f or any purpose whatsoever.

SIGNED AND EXECUTED this _____ day of _____, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare
County Judge

COOK CHILDREN'S PHYSICIAN NETWORK

Robert Goodwill
Sr. VP, Chief Operating Officer

APPROVED AS TO FORM:

Craig Price
Criminal District Attorney's Office*

Certificate of Available Funds: $_____

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.

Debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order.

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you or your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Robert Goodwill (Name)
Cook Children's Plus Staff (Company)
1500 W Rosedale (Address)
Fort Worth TX 76104 (Address)
_____ (DUNS Number)

PHONE _____ -- FAX _____
EMAIL _____

_____ Signature 4/10/25 Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2025-1313860

Date Filed:
05/22/2025

Date Acknowledged:

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

Cook Children's
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.

102025
PHYSICIAN 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. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

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:

Contract for Services – Tuberculosis Clinic

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

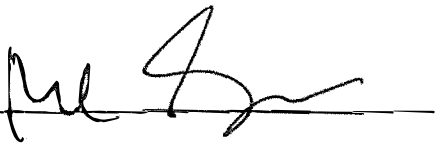
energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

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):

_____ 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
Robert Goodwill Printed Name of Certifying Person
SVP/COO CCPN Title of Certifying Person
Cook Children's Physician Network Name of Vendor Company/Organization
4/10/25 Date Certified

TARRANT COUNTY PUBLIC HEALTH

THIRD-PARTY CONFIDENTIALITY AND PRIVACY AGREEMENT

Public Health

This agreement applies to community partners, guests, volunteers, contractors, and other non-workforce members ("third parties") of Tarrant County Public Health (TCPH).

Tarrant County is a designated Covered Entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA); TCPH is a public health authority of the United States government at the local level. We are required to balance the obligations of both roles with compassion, excellence, and integrity.

As a third-party, you must agree to follow the terms described below, and acknowledge that you will be held accountable for your conduct in accordance with these guiding principles:

REGULATORY ADHERENCE

1. I understand that there are state and federal laws and regulations which address the actions and requirements of my engagement with TCPH, including regulations that ensure the confidentiality of an individual's identifiable health information.
2. I understand that I am responsible for complying with relevant County and/or Public Health policies and procedures, and that I will be provided a copy or a summary of policies to which I am expected to comply.
3. I understand that the TCPH Division or Program for which I am involved may be subject to additional privacy and confidentiality policies mandated by the State of Texas, or by grant or contract requirements, and that I am responsible to know and comply with these policies.
4. I understand the importance of knowing the definitions of terms like *Personally Identifiable Information* (PII), *Sensitive Personally Identifiable Information* (SPII), and *Protected Health Information* (PHI), in the application of my work.
    a. **Personally Identifiable Information** (PII) is information that can be used to distinguish or trace an individual's identity, such as name, date and place of birth, mother's maiden name, or biometric records, and other information that is linked or linkable to a specific individual, such as medical, educational, financial, and employment information.
    b. **Sensitive Personally Identifiable Information** (SPII) can include your full name, Social Security Number, driver's license or passport information, financial information including credit card numbers, and medical records. This kind of information may be used to identify an individual on its own and requires special handling. Not all PII is sensitive.
    c. **Protected Health Information** (PHI) is the term given to health data created, received, stored, or transmitted by HIPAA-covered entities and their business associates in relation to the provision of care, healthcare operations and payment for healthcare services. Electronic PHI may be referred to as ePHI. PHI includes all individually identifiable health information, including demographic data, medical histories, test results, insurance information and other information used to identify a patient or to provide health services or coverage. When individually identifiable health information is used by a HIPAA covered entity or business associate it is classified as PHI. The United States Code of Federal Regulations defines PHI and provides a list of individually identifiable health information.

Initials: _____

Those identifiers include:

i. Names (Full or last name and initial)
ii. All geographical identifiers smaller than a state, except for the initial three digits of a zip code*
iii. Dates (other than year) directly related to an individual
iv. Phone Numbers
v. Fax numbers
vi. Email addresses
vii. Social Security numbers
viii. Medical record numbers
ix. Health insurance beneficiary numbers
x. Account numbers
xi. Certificate/license numbers
xii. Vehicle identifiers (including serial numbers and license plate numbers)
xiii. Device identifiers and serial numbers
xiv. Web Uniform Resource Locators (URLs)
xv. Internet Protocol (IP) address numbers
xvi. Biometric identifiers, including finger, retinal and voice prints
xvii. Full face photographic images and any comparable images
xviii. Any other unique identifying number, characteristic, or code except the unique code assigned by the investigator to code the data.

5. I understand that TCPH may refer to PII, SPII, PHI and other information protected by law or statute as "confidential", "private", "sensitive" or another similar term. I agree to treat all such information with the highest degree of responsibility.

PRIVACY, SECURITY & INTEGRITY

1. Because I may have direct or indirect access to privileged or confidential information for the purpose of my engagement, I agree to protect the confidentiality and integrity of any information which may be sensitive or private, including PII, SPII, and PHI.
2. I understand that a medical record or any information taken from a medical record is privileged and confidential.
3. I understand that I am prohibited from using my privileged access to information for personal reasons. This includes access to electronic or paper health records.
    a. I understand that I am not to access records for myself, my family members, or anyone I know **for any reason**, *except that:*
    b. I am permitted to look up records for a person that I know when I have a specific business purpose for accessing the record.
    c. If I need a copy of TCPH records for myself or my family, I will follow the process in place for patients or clients to request records from TCPH.
4. I will only use and disclose confidential information to the extent that it is necessary for the purpose of my engagement or to the extent that it is required by law. I will not discuss confidential information with people who are not authorized, and/or who do not have a need to know it.

Initials: _____

5. I will keep any confidential information I have access to of the view of unauthorized persons and will conduct conversations in a secure or private area when possible.
6. I understand that I may share limited patient information for the purpose of treatment, payment, and healthcare operations, and that it is important to be certain that I can legally disclose information *prior* to sharing it.
7. I understand that some disclosures are required by law, and when I make disclosures of this kind, it does not violate this agreement, nor privacy laws. I will seek advice if I am unsure about required disclosures.
8. I understand that I must ensure that a patient's authorization is given to share information for most purposes other than treatment, payment, and healthcare operations.
9. I will securely dispose of confidential documents, according to TCPH policy.
10. Unless specifically authorized by the Health Director, I will not speak to the media or otherwise communicate on the County's behalf. This includes statements about any County business, including information about TCPH patients or clients.
11. I will use social media responsibly. I will not speak for TCPH, will not reveal confidential information about the County, or its patients. If I mention that I am associated with Tarrant County, I will make clear that my views are my own, and not representative of the County or TCPH.
12. I will participate in or complete required training programs, including those specific to federal and state privacy and security rules.
13. I will not use County equipment, resources, or supplies provided to me for the purpose of performing my work for any personal reason. This includes personal communications, internet browsing, use of software or supplies, personal printing, etc.
14. I will not use another person's password to access any information system, nor will I disclose my own password to another person.
15. I agree to follow the highest ethical standards in the performance of my duties.
16. I will maintain accurate work records, whether in electronic or paper form.
17. I will not make false statements or data entries or change transactions to cover up something improper.

Should questions arise about how to protect or share information to which I have access, I will immediately contact my project supervisor and/or the TCPH Compliance Office.

INCIDENT REPORTING

1. If I become aware of a use or disclosure of information that I believe may be in violation of HIPAA regulations, TCPH policies, or state or federal law, I will immediately contact the following:
    a. my project supervisor and/or my primary TCPH contact.
    b. the TCPH Compliance Office, via email to PHCompliance@tarrantcountytx.gov or telephone 817-884-2361.
2. I understand my responsibility to immediately contact the Compliance Office and my project supervisor in the event of lost or stolen equipment or information (including but not limited to records, images, devices and media of all types) which may contain PHI or other confidential data.
3. I agree to report to the Compliance Office if I have any concerns about the accuracy of business records, including suspected falsification, upcoding, fraud or misconduct.

Initials: _____

4. I will keep information regarding the administrative and regulatory activities of the department confidential. These activities include:
    a. Internal and external workplace investigations
    b. Regulatory visits or survey schedules and their results
    c. Patient, client, and employee complaints
    d. Law enforcement or legal actions, including litigation
    e. Personnel actions, including disciplinary actions of any level
5. Upon separation or completion of my work for TCPH:
    a. I agree to continue to maintain the confidentiality and privacy of any information I learned while at TCPH, and
    b. I agree to return all TCPH property, including but not limited to keys, access cards, records, equipment, or any other device that would provide access to TCPH or its information.
    c. I will not attempt to use login credentials or passwords provided for my use as a business partner, agent, contractor, or volunteer of TCPH.

ATTESTATION

1. I understand that this signed agreement will be retained on file for future reference.
2. I understand that there may be sanctions or disciplinary action resulting from failure to comply with HIPAA privacy and security standards, County or TCPH policies on which I have been briefed, and relevant federal or state policies and regulations.
3. I understand that a violation of this agreement could result in disciplinary action, which may include the termination of my engagement with Tarrant County, and potential exclusion from performing work with Tarrant County in the future.
4. I understand that, depending upon the circumstances of my actions, I may be subject to additional penalties imposed by Federal or State law.

I have read this agreement in full. I agree to abide by its terms.

☐ Guest ☐ Contractor ☐ Volunteer ☐ Community Partner ☐ Other: _____

Print Name: Robert Goodwin - SVP/COO CCPN

Signature: [signature]

Date: 4/10/25

This agreement is valid for two years after the date of signature, unless a more recent version of the agreement is signed by the employee.

Initials: [initials]

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 60
Department:	**Prepared By:** Gary Collins, Contracts Specialist	**Approved By:** Amanda Campbell

SUBJECT:

Consideration of the Community Service Provider Contract with Boys & Girls Clubs of Greater Tarrant County for the Provision of Teens in Action Program Services through the Texas Health and Human Services Commission Family Support Services Community Youth Development Program

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the Community Service Provider Subrecipient Contract with Boys & Girls Clubs of Greater Tarrant County (BGCGTC) for the provision of the Teens in Action program through the Texas Health and Human Services Commission (HHSC) Family Support Services (FSS) Community Youth Development (CYD) Program, #HHS000841700005.

BACKGROUND

Tarrant County Public Health (TCPH) receives annual grant funding from HHSC for the continuation of the CYD program. CYD provides support services to youth and their families with the goal of curbing juvenile crime in Tarrant County. These supports lead to strengthened connection, engagement, and contribution to the community. Grant funding provides assistance to FSS partners with community-based programs, providing a variety of opportunities to promote positive outcomes for children, youth, and families. Services are provided by sub-awards though reimbursements from the CYD program HHSC grant.

BGCGTC offers developmentally appropriate youth-centered programs in an informal learning context. These programs complement and reinforce what youth learn during the school day, while creating experiences that invite them to fall in love with learning while having fun. Rooted in positive youth development, BGCGTC programs help youth build both subject specific skills, like literacy and numeracy, as well as social-emotional skills to help youth build healthy relationships and solve problems. BGCGTC has received HHSC FSS CYD Grant Program funding through Tarrant County since 1997.

On April 16, 1996, the Commissioners Court, through Court Order #74131, approved the original CYD Grant Contract with the Department of Family and Protective Services (DFPS) to curb juvenile crime in the 76106 and 76164 ZIP codes. Thereafter, renewals have been made to continue the program.

On August 17, 2021, the Commissioners Court, through Court Order #136109, approved the FY 2022-2026 Grant Contract with DFPS for the term of September 1, 2021, through August 31, 2026, for funding in an amount not-to-exceed $3,281,250.00 over the term of the contract. In addition, the service area for Tarrant County was expanded to include the 76112 and 76119 ZIP codes. This agreement serves as the base contract for which annual FY funding may be awarded through NOAs.

On September 5, 2023, the Commissioners Court, through Court Order #141637, approved the FY2024 Community Service Provider Contract with BGCGTC for the provision of Juvenile Crime Prevention Program services in an amount not to exceed $87,317.25, with a term of September 1, 2023, through August 31, 2024.

On August 20, 2024, the Commissioners Court, through Court Order #143686, approved the FY2025 Community Service Provider Contract with BGCGTC for the provision of Juvenile Crime Prevention Program services in an amount not to exceed $87,317.25, with a term of September 1, 2024, through August 31, 2025.

On September 1, 2024, the granting agency for CYD funds changed from DFPS to HHSC, and the program changed from PEI to FSS. This contract reflects the new granting agency of HHSC FSS with the same start date of September 1, 2024.

With approval of this subrecipient contract, Tarrant County will reimburse BGCGTC an amount not to exceed $87,317.25 in FY 2026 FSS CYD Grant funding for the provision of Juvenile Crime Prevention Program services as mentioned above. The funding period for the contract is September 1, 2025, through August 31, 2026.

The Criminal District Attorney's Office has reviewed this document as to form.

FISCAL IMPACT

Funds will be requested for FY2026 in the amount of $87,317.25.

This grant does not require matching funds, allows for indirect costs, and does not include an operating subsidy.

All associated costs to be paid from grant funds in Grant-2004 / F0040-2026 / 5100103000.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____
Auditor

Attachments

BGCGTC FY26 CYD SUBCONTRACT-signed by BGCGTC.pdf

THE STATE OF TEXAS

COMMUNITY SERVICE PROVIDER CONTRACT

COUNTY OF TARRANT

1. BACKGROUND

1.1 Texas Department of Family and Protective Services ("Texas Lead Agency") allocates funds for Community Youth Development services by distribution through a local lead agency.

1.2 Texas Lead Agency designates Tarrant County ("County") as the local Lead Agency.

1.3 County subcontracts with community based service providers to deliver services in accord with the directives of Texas Lead Agency.

1.4 The 74th Regular Legislative Session, in House Bill 327, created the Community Youth Development Grant by adding Section 16 of Article 4413 (503), V.T.C.S..

1.5 The goal of the CYD program is to assist communities, identified by a high incidence of juvenile crime, in alleviating family and community conditions that lead to juvenile crime. In that effort, the County will subcontract with the Service Provider to provide youth and family services to the 76106, 76164, 76112 and 76119 communities.

2. PARTIES TO CONTRACT

Tarrant County ("County") and Boys & Girls Clubs of Greater Tarrant County ("Service Provider") agree to the following terms and conditions of this contract.

3. SERVICE PROVIDER DUTIES

3.1 The Service Provider must provide services in accordance with the Project Work Plan (Attachment Q-1). Attachment Q-1 may not be amended without the written prior approval of the County.

3.2 County will conduct quarterly reviews of the work of the Service Provider. If the County requests, the Service Provider must provide a written Corrective Action Plan (CAP) detailing actions that will be taken to meet the deficiencies identified in the quarterly review.

3.3 Service Provider acknowledges receipt of a copy of the contract between the County and the Texas Lead Agency (Contract # HHS000841700005 / Agency ID # 24821479). Service Provider agrees to abide by all the terms of that contract that may in any way be applicable to it in its performance of its services.

3.4 Service Provider will cooperate fully in any review conducted by the County or its authorized representatives related to services provided under this contract. The County has the authority to monitor, inspect, assess, and review the fiscal, contractual, or program performance of the Service Provider, including all information related to any services provided under this contract or billed to the County. The Service Provider will remedy in a timely manner, any weaknesses, deficiencies, program noncompliance, or audit exceptions found as a result of a review by the County or its authorized representatives. Such remedy can include a refund of billed amounts or any other appropriate sanctions or penalties deemed necessary by the County. Acceptance of funds under this contract acts as acceptance of the authority of the County, Texas Lead Agency, State Auditor's Office, HHSC Office of Inspector General, or any successor agency, to audit or investigate the expenditure of funds under this contract.

4. TERM

The term of this contract will commence on September 1, 2025 and end August 31, 2026.

5. GOVERNING LAW

5.1 Governing Law and Venue. This Agreement shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Agreement will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in State Court.

5.2 In delivering services pursuant to this contract Service Provider must comply with applicable federal law and state law including the following:

A. Anti-Discrimination. Service Provider agrees to comply with state and federal anti-discrimination laws, including without limitation:
   1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
   2) Section 504 and 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   3) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
   4) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   5) Title IX of Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   6) Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.);
   7) DFPS's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this agreement.

B. The Service Provider agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion be excluded from participation in or denied any aid, care, service or other benefits provided by federal or state funding, or otherwise be subjected to discrimination.

C. Federal Financial Participation (FFP) requirements in accordance with Titles 45 and 48 of the Code of Federal Regulations (CFR) and federal circulars, as amended.

D. The Service Provider will comply with the Title VI of the Civil Rights Act of 1964, and its regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a Service Provider from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Applicable state and federal civil rights laws require Service Providers to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Service Provider agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. Service Provider also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate language other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

E. Service Provider will comply with Executive Order 13279, and its regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that

participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services will not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

F. Upon request, Service Provider will provide HHSC Civil Rights Office with copies of all of Service Provider's civil rights policies and procedures.

G. Service Provider must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to the address below.

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885

H. Health and Safety Code Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV).

I. Immigration Reform and Control Act of 1986 and any subsequent immigration laws related to employment verification and retention of verification forms for any individuals performing any labor or services under this contract; including The Immigration Act of 1990 and The Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") enacted on September 30, 1996.

J. All state and federal licensing and certification requirements and regulations prescribed by the United States Department of Health and Human Services and Texas Lead Agency.

K. All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.).

L. All mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued related to the Energy Policy and Conservation Act (Pub.L.94-163).

M. The Fair Labor Standards Act (FLSA) (29 U.S.C. §201 et seq.) regarding minimum wages, overtime pay, recordkeeping, and child labor.

5.3 To the extent applicable to this agreement and to the parties, Service Provider must:

A. Comply with HHS Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Award 45 CFR 75.

B. Comply with Office of Management and Budget (OMB) 2 CFR 200 – Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal

Awards, as well as 40 Texas Administrative Code (TAC) §§732.240-256 as applicable. Further, all contractors that are subrecipients and are state or local government entities, or are funded with federal block grants, are required to comply with the Uniform Grant Management Standards (UGMS), as applicable. School districts, colleges and universities, and special districts are excluded from UGMS compliance requirements. In the event of any conflict or contradiction between or among the regulations referenced in this contract term, the regulations will control in the following order of precedence: 45 CFR, Part 74; 2 CFR 200; UGMS; and 40 TAC §§732.240-256. Service Provider agrees that funds requested in this contract will not be used to replace federal, state or local funding.

C. Comply with 42 U.S.C. §675(4) (Foster care maintenance payments must be expended for items that are provided by foster parents and facilities).

D. Pay applicable state, local, or federal excise taxes. The Service Provider must be able to demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. The Service Provider must comply with all Federal and State tax laws and withholding requirements. The County will not be liable to the Service Provider or its employees for any Unemployment or Workers' Compensation coverage, or Federal or State withholding requirements. The Service Provider will indemnify the County and pay to the County all costs, penalties, or losses caused by the Service Provider's breach of this section.

E. Service Provider has an affirmative duty to remain in compliance with applicable franchise tax requirements. If the Texas Comptroller of Public Accounts (CPA) designates the Service Provider to be forfeited from doing business in the State of Texas, the contract will terminate effective on that date. Service Provider agrees that should the Texas Comptroller of Public Accounts (CPA) ever place the Service Provider on "vendor hold," then the County will apply all payments under this contract directly toward eliminating any of the Service Provider's debts or delinquencies to the State of Texas.

F. FFATA Reporting. Service Provider must report to the County the data elements required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) and listed in 1.27.9 if Service Provider is a Subrecipient. No direct payment will be made to Service Provider for providing any reports required under these provisions, as the cost of producing such reports will be deemed included in the Contract price. The reporting requirements in 1.27.9 are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes will be automatically incorporated into this Contract and shall become part of Service Provider's obligations under this Contract. The County may provide written notice to Service Provider of any such change in accordance with this Contract, but such notice will not be a condition precedent to Service Provider's duty to comply with revised OMB reporting requirements.

5.4 None of the funds, materials, property or services contributed by the parties under this contract will be used in the performance of this contract for any partisan political activity, or to further the election or defeat of any candidate for public office. In addition, none of the funds reimbursed under this contract will be used to pay the salary or the expenses of

anyone for any activity designed to influence legislation or appropriation pending before legislative bodies of the state or federal government.

5.5 1295 Compliance. Service 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 Q-4, with the Texas Ethics Commission as required by law.

5.6 Subrecipient Officers' Total Compensation (Top 5). According to the timeframes communicated by the County but no later than the end of the month following the month of a contract award, and annually thereafter, the Service Provider will report the names and total compensation of each of the five most highly compensated executives for the Service Provider's preceding completed fiscal year if, in the Service Provider's preceding fiscal year, the Service Provider received –

A. Eighty percent (80%) or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
B. $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
C. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

6. INFORMATION SECURITY REQUIREMENTS

The Service Provider must comply with the following:

6.1 The DFPS IT Security Policy located at:
http://www.dfps.state.tx.us/documents/PCS/Contractor_Information_Security.pdf

6.2 Health and Human Services Enterprise Information Security Standards and Guidelines

6.3 Title 1, Texas Administrative Code, Sections 202.1 and 202.3-.28

6.4 Texas Human Resources Code, Section 40.005

6.5 Texas Business and Commerce Code, Subchapter B, Sections 521.051-.053

6.6 Texas Family Code, Section 162.018

6.7 Texas Family Code, Subchapter C, Sections 261.201-.203

6.8 Texas Family Code, Section 264.408

6.9 Texas Family Code, Section 264.511

6.10 Texas Health and Safety Code, Section 85.115 and 40 TAC Section 1404

6.11 Title 40, Texas Administrative Code, Subchapter B, Sections 700.201-.209

6.12 Texas Health and Safety Code, Chapter 181 and 1 TAC Sections 391.1-.2

6.13 The Federal Information Security Management Act of 2002 (FISMA)

6.14 Publication 1075 - Tax Information Security Guidelines for Federal, State and Local Agencies

6.15 NIST Special Publication 800-53 Revision 3 - Recommended Security Controls for Federal Information Systems and Organizations

6.16 NIST Special Publication 800-47 - Security Guide for Interconnecting Information Technology Systems

6.17 In addition to the requirements expressly stated in this Section, Service Provider must comply with any other State or Federal law, regulation, or administrative rule relating to the specific Texas Lead Agency program area that CYD and Service Provider supports.

6.18 Upon reasonable notice, Service Provider must provide, and cause its subcontractors and agents to provide, Texas Lead Agency or its designee, prompt, reasonable, and adequate access to any information security records, books, documents, and papers that are directly pertinent to the performance of the Contract including, but not limited to:

A. Service Provider information security policies;
B. Service Provider information security procedures;
C. Service Provider information security standards;
D. Service Provider information security guidelines;
E. Service Provider security plan in compliance with NIST Special Publication 800-53 Revision 3;
F. Service Provider security violation reports;
G. Service Provider employee security acknowledgement agreements; and
H. Lists of Service Provider's employees, subcontractors, and agents with authorized access to DFPS/CYD confidential information.

6.19 Items 6.17 A through H above are subject to County review and approval. Neither County review or approval, nor its failure to review or approve, will relieve, waive, or satisfy any of Service Provider's obligations under this agreement.

6.20 Service Provider will provide, and will cause its subcontractors and agents to provide, to County, upon reasonable notice, written certifications of compliance with controls and provisions relating to information security, including but not limited, those related to confidential data transfers and the handling and disposal of Personally Identifiable Information (PII). Acceptable forms of written compliance may be, but are not limited to:

A. Statement on Auditing Standards No.70, Service Organizations (SAS-70) Report;
B. General Security Controls Audit;
C. Application Controls Audit;
D. Vulnerability Assessment; and
E. Network/Systems Penetration Test.

7. PROCEDURAL PROVISIONS

7.1 Prior to implementation, any change to the Project Work Plan (Attachment Q-1) must be submitted to the County and approved by the County.

7.2 The Service Provider will develop and implement a programmatic and fiscal implementation plan to ensure contract compliance.

7.3 The Service Provider must add its services to the region's 2-1-1 Area Information Center where its CYD services are provided within 30 days, and must update its information appropriately within 30 days of any changes in the scope of its CYD program.

7.4 The Service Provider will serve youth between the ages of six (6) and seventeen (17) who live in and/or attend school the 76106, 76164, 76112, or 76119 zip codes. The target age range for youth to be served is ten (10) to seventeen (17) years. The total percentage of youth served that are under ten (10) years of age is limited to no more than thirty percent (30%) of the total youth served annually.

7.5 The Service Provider guarantees that family members of eligible participants only participate if the service involves the family, including the eligible target youth, with the goal of preventing delinquency of the target youth. Family members eligible for such services are limited to those individuals who are related to and residing in the same household as the eligible youth, including fictive kin and a non-custodial parent.

7.6 Notice of Funding. The Service Provider will place prominent notices acknowledging the funding it receives from the Texas Lead Agency in all of its literature that describes services covered by this contract. This notice will also appear in Service Provider's annual financial report, if any is issued.

7.7 The Service Provider may not use the County or Texas Lead Agency seal in any form or manner without prior written approval. Service Provider also may not use the name of the County or Texas Lead Agency to imply any endorsement, approval, or sponsorship of Service Provider's goods or services by the County or Texas Lead Agency.

7.8 The Service Provider will designate a person to serve as the liaison between the Texas Lead Agency, County, and the Community Collaborative Committee. This liaison is expected to attend seventy-five percent (75%) of the approved and scheduled Community Collaborative Committee meetings during the contract term.

7.9 The Service Provider will make reasonable efforts to provide services that meet the individual needs of the client. Service Provider will develop and maintain a cultural competence plan that effectively provides services to people of various cultures, races, ethnic backgrounds, and religions in a manner that recognizes and affirms their worth, protects and preserves their dignity, and ensures equity of service delivery. Service Provider will take into consideration the intellectual functioning, literacy, level of education, and comprehension ability of each client in order to ensure that all information is presented in a way that meets the individual needs of each client. Service Provider will provide services in the client's primary language, whether provided directly by Service Provider of through a translator.

8. REPORTS, AUDITS AND RECORD RETENTION

8.1 Acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, HHSC Office of Inspector General, or any successor agency, to audit or investigate the expenditure of funds under this contract or any subcontract. Service Provider will fully cooperate with the State Auditor's Office or its successor, including providing all records requested. Service Provider guarantees by placing appropriate contract provisions in applicable subcontracts that its subcontractors, if any, will fully cooperate in any audit of funds it receives from Service Provider.

8.2 Service Provider will provide financial management and control systems that include:
A. Accurate, correct and complete payroll;
B. Accounting and financial reporting records;
C. Cost source documentation;
D. Effective internal and budgetary controls;
E. Procedures to determine reasonableness, allowability and allocability of costs; and
F. Timely and appropriate audits with resolution findings.

8.3 Establish a method to ensure the confidentiality of records and other information relating to clients according to applicable federal and state law, rules and regulations while protecting the right of the County to access client case records or other information relating to clients served under this contract. Service Provider will comply with the Identity Theft Enforcement and Protection Act (Chapter 521 of the Texas Business and Commerce Code). Service Provider has a duty to protect personal information and to notify all affected parties of any breach of personal information.

8.4 The Service Provider will adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants and follow County fiscal management policies and procedures in submitting timely billing and maintaining financial records required to be kept under this contract.

8.5 The Service Provider will maintain legible copies of this contract and all related documents for a minimum of seven (7) years after contract termination or seven (7) years after the federal fiscal year in which services were provided, whichever is later. If any litigation, claim, or audit involving these records begins before the seven (7) year period expires, the Service Provider will keep the records and documents until all litigation, claims, or audit findings are resolved. The case is resolved when a court issues a final order, and all appeals are exhausted, or the County and Service Provider enter into a written agreement. Contract period means the beginning date through the ending date specified in the original contract; extensions are considered to be separate contract periods. Service Provider will provide any records and information concerning a child to the County upon request. Service Provider must forward legible records and information to the County within fourteen (14) calendar days. Service Provider will provide any necessary records and information to the County upon verbal request in emergency situations. In emergency situations, Service Provider must submit legible records and information within the specified timeframe. Serviced Provider must not dispose of records pertaining to children in DFPS conservatorship before providing the department's contract manager written notice of its intent to dispose of records and receiving written approval from the department's contract manager.

8.6 The Service Provider will cooperate fully in any social studies or fiscal and programmatic monitoring, auditing, evaluating, or other reviews pertaining to services rendered by the Service Provider and subcontractor which may be conducted by the County, Texas Lead

Agency or the United States Department of Health and Human Services, or their authorized representatives; and to be responsible for any audit exception or other payment irregularity regarding this contract or subcontract, which may be found after review by the County, Texas Lead Agency or the United States Department of Health and Human Services; and to be responsible for the timely and proper collection and reimbursement to the County of any amount paid in excess of the proper billing amount.

8.7 The Service Provider will submit Monthly Reports, Monthly Service Tracking Forms, Monthly Service Attendance Logs, Program Registration Forms, Eligibility for Program Participation Forms, Outcome Surveys, Training Certificates, Annual Self-Evaluation Report, and other requested reports to the County. Monthly reports and forms must be received by the County during the monthly reimbursement meeting, which will be held during the week of the sixth (6^{th}) day of the following month (day and time established by the County). The Service Provider liaison must attend all monthly reimbursement meetings and submit all monthly reports and forms during the meeting. The Annual Self-Evaluation Report is due within twenty days of the end of the contract term. Monthly and year-end reports must be submitted using the outline provided by the County. The Service Provider will accurately complete or ensure accurate completion of program reports and forms.

8.8. Equipment is any article of tangible nonexpendable personal property having a useful life of more than one year and an acquisition cost that equals or exceeds the lesser of: the capitalization level established by the Service Provider for financial statement purposes or $5,000.00. The Service Provider will follow the provisions of Title 45 Code of Federal Regulations (CFR) Part 74 regarding disposition of any equipment purchased under this contract with funds allocated to the Service Provider or its subcontractor. The Service Provider will not give any security interest, lien, or otherwise encumber any item of equipment purchased with contract funds. The Service Provider will permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment and maintain a current inventory of that equipment for inspection by the County. Cost reimbursement Service Providers must also follow the following guidelines when contracting with the County.

A. Cost reimbursement Service Providers must add certain types of equipment items that are classified as “controlled assets” as designated in the Comptroller’s State Property Accounting (SPA) Process User's Guide, available on the Internet, to their inventory. Service Providers should review the SPA guide periodically for the most current list.
B. All cost reimbursement Service Providers must follow the American Hospital Association’s (AHA) “Estimated Useful Lives of Depreciable Hospital Assets” for equipment disposition purposes, except when federal or statutory requirements supersede.
C. Service Providers must request County approval before disposing of equipment or controlled assets prior to the end of the useful life for that item.
D. Any change to the equipment category in a cost reimbursement budget will require prior approval from the County.

8.9 All participant records are the property of Service Provider. Confidentiality of participants' records will be maintained at all times as required by law and the terms of this contract. Service Provider will have a system in effect to protect from inappropriate disclosure of participant records and all other documents deemed confidential by law, which are maintained in connection with the activities funded under this contract. Any disclosure of

confidential participant information by the Service Provider, including information required by the Inspections Article, will be in accordance with applicable law.

8.10 Service Providers will submit a Single Audit Determination (SAD) form in accordance with HHSC-OIG requirements. If applicable, Service Provider will submit an annual financial and compliance audit of Service Provider's fiscal year in accordance with Single Audit Requirements of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and Texas Uniform Grant Management Standards. Service Provider will re-procure with the objective of rotating the independent audit firm every six years. Service Provider will submit verification of the re-procurement of the independent audit firm for Single Audits.

8.11 Confidential Information. Service Provider will not release confidential information to any party without the prior written approval of the County, including, but not limited to, records received or created by the Service Provider that are identifiable to children or clients referred by Texas Lead Agency. Service Provider will not use any information supplied by Texas Lead Agency except for the purposes that the Texas Lead Agency intends the information to be used. If Service Provider stores, collects, or maintains any data, Service Provider will only use such data internally for implementing this contract.

A. Service Provider will establish a method to ensure the confidentiality of records and other information relating to clients according to applicable federal and state laws, rules, and regulations.
B. Service Provider will immediately notify the County of any unauthorized attempt to access, disclosure of, or use of any confidential information.
C. This section does not limit the County or Texas Lead Agency's right of access to client case records or other information relating to clients served under this contract. The County and Texas Lead Agency will have an absolute right to access to and copies of such information, upon request.
D. If Service Provider receives any request or demand for disclosure of confidential information by oral questions, documents, subpoenas, civil investigative demand, interrogatories, requests for information, or other similar legal process, Service Provider will provide the County or Texas Lead Agency with prompt notice of such request (no later than two (2) business days) so it may be determined whether to seek an appropriate protective order and/or consent to Service Provider's disclosure of the requested records. This subsection does not preclude the Service Provider from asserting its own privileges or objections against release of confidential information to a third-party based on applicable law.
E. The provisions of this section remain in full force and effect following termination of cessation of the services performed under this contract.

8.12 The County will contact Service Provider when a complaint is received, and advise the Service Provider whether the County will conduct an investigation or will coordinate with the Service Provider for an investigation and a response. When the County requires the Service Provider to conduct any part of the complaint investigation, Service Provider must respond in writing to the County with all requested information and according to County requirements and specified time frames. If Service Provider is unwilling or unable to provide any information within the time required, Service Provider will provide a written explanation for any information that Service Provider does not submit, any applicable date by which Service Provider will provide the information, and the detailed reasons why Service Provider is unwilling or unable to provide such information.

8.13 Service Provider is required to complete all fields of program forms in their entirety, including social security number fields. If a client refuses to provide their social security number, Service Provider must document refusal on the program form. The expectation is that Service Providers make a good faith effort to obtain social security numbers and other information listed on the program form. Items with an asterisk on program forms are required fields in the database; however, the expectation is that the form is completed thoroughly. Primary caregivers must sign program forms giving consent for services prior to the provision of services, and annually.

9. ASSIGNMENTS

Service Provider must:

9.1 Notify the County immediately and in advance of any significant change affecting the Service Provider or this contract, including but not limited to, change of Service Provider's name or identity, ownership, control, governing board membership, key personnel, payee identification number, or any problem or potential problem associated with performance or services. Service Provider will also provide the County with any documentation or information related to a notification provided for under this section. Service Provider will also notify the County of any lawsuit brought against Service Provider related to the services provided for in this contract. Unless otherwise noted in this contract, Service Provider will provide all notices in writing to the County within ten (10) working days.

9.2 Refrain from transferring or assigning this contract or from entering into any subcontract for the services under this contract without prior written approval from the County. County has complete discretion to disapprove this request and to attach whatever provisions to its approval deemed necessary to enforce this contract.

9.3 The parties to this Agreement may make modifications to the contract according to the requirements of this section.

A. Bilateral Amendment: Either party to this Agreement may modify this contract by execution of a mutually agreed upon written amendment signed by both parties.

B. Unilateral Amendment: The Texas Lead Agency and County reserve the right to amend this Agreement through execution of a unilateral amendment signed by the Texas Lead Agency Contract Manager and provided to the Service Provider with ten (10) day notice prior to execution of the amendment under the following circumstances:
   1. to correct an obvious clerical error in this contract;
   2. to change the contract number;
   3. to incorporate new or revised federal or state laws, regulations, rules, or policies;
   4. to comply with a court order or judgment;
   5. to update service level descriptions or daily rates;
   6. to change the name of the Service Provider in order to reflect the Service Provider's name as recorded by the Texas Secretary of State;
   7. to change the designated Texas Lead Agency or County mailing address for this contract;
   8. to change the designated Service Provider mailing address for this contract; or
   9. to change the recorded license number of any license needed under this contract in order to reflect the current number as issued by the licensing authority.

C. The County may renew this contract at the County's discretion on an annual basis by mutual agreement, subject to the conditions in the terms of this contract.

10. PAYMENT OF REIMBURSABLE COSTS

10.1 The County will reimburse the Service Provider for reasonable, allowable and allocable costs from available funds for services rendered in accordance with the terms of this contract upon receipt of a proper and verified statement and after deducting any known previous overpayment made by the County as specified in the budget (Attachment No. Q-2). Reimbursements will not exceed the total of each budget line item.

Contract is funded by the State of Texas in response to Family Code §265.002 and the U.S. Department of Health and Human Services Promoting Safe and Stable Families; CFDA 93.556. The exact amount of federal funding is determined at the end of the fiscal year.

The total amount reimbursable due under this contract during September 1, 2025 through August 31, 2026 will not exceed $87,317.25.

10.2 Service Provider will submit monthly requests for reimbursement of actual expenses to the County during the monthly reimbursement meeting, which will be held during the week of the sixth (6th) day of the following month (day and time established by the County). The Service Provider liaison must attend all monthly reimbursement meetings and submit all monthly requests for reimbursement. Only one supplemental reimbursement request will be accepted for each month, and must be received by the monthly deadline established by the County. Included in the monthly request for reimbursement will be copies of receipts and other accurate source and expenditure documentation. Service Provider will retain originals of all copies submitted. Requests will not be considered complete and payable until monthly participation data and participant registration forms for billed services has been received.

10.3 County will either pay within 60 days of receipt of the request for reimbursement or send notice of a denial of the request within 60 days. Payment is considered made on the date postmarked. In the event the County determines that a payment was made for a disallowable reimbursement, the County may deduct the disallowable portion from future payments due Service Provider or County may require Service Provider to refund the disallowable portion to County.

10.4 To receive reimbursement under this contract, Service Provider must incur eligible cost during the contract term and pay that cost prior to seeking reimbursement. In no event will payments exceed the Service Provider's actual and allowable costs to provide services. Costs should be billed to the month in which they were incurred, either on the primary billing voucher for that month or on a supplemental billing, if they are not paid in time to include them on the primary voucher. Service Provider may not transfer line items within the Budget. Service Provider must first seek in writing approval from the County. County has discretion regarding whether the County will approve the proposed line item transfer.

10.5 Service Provider will be responsible for any overtime pay due its employees. This contract will not reimburse Service Provider for overtime.

10.6 Applicable cost principles, audit requirements, and administrative requirements include the following chart. Furthermore, OMB Circulars will be applied with the modifications prescribed by UBMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-Profit Organization other than a hospital	48 CFR, Part 31 Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and TxGMS	2 CFR Part 200 and TxGMS

10.7 If there is a matching requirement in the Request for Applications (RFA), the Service Provider will provide at least the amount of non-Federal share as identified in the contract budget or through other written notice from the County. **In the event of failure to provide this amount of non-Federal share as specified, the Service Provider will indemnify the County for any resulting proportionate reduction of federal funds or other disallowance**.

10.8 No Supplanting: Service Provider may not use CYD funds to replace or substitute for any existing federal, state, or local source of funds. Service Provider shall make a good effort to maintain its current level of support. Service Provider will be required to submit documentation substantiating that a reduction in state of local funding, if any, resulted for reasons other than receipt or expected recruit of funding under this contract. CYD funds may not be used as match (in-kind or cash) for any other funding opportunity.

10.9 In accordance with Texas Government Code §2155.4441, the State of Texas requires that during the performance of a contract for services, Service Provider will purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

10.10 Vendor Performance: pursuant to Texas Government Code, Section 2155.144, -.1442 and 34 TAC Section 20.108, state agencies are required to report vendor performance on any

purchase of $25,000.00 or more from contracts administered by the CPA or any other purchase made through an agency's delegated authority or a purchase made pursuant to the authority in Government Code, Title 10, Subtitle D or a purchase exempt from CPA's procurement rules and procedures. DFPS reports vendor performance by means of the Vendor Performance Tracking System (VPTS), which can be accessed online at: http://www.window.state.tx.us/procurement/prog/vendor_performance/
The County may use the VPTS to determine best value when awarding contracts in instances where past performance is included as a factor in the evaluation of a vendor for award.

11. INDEMNITY AND INSURANCE

11.1 THE SERVICE PROVIDER WILL INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICIALS, AGENTS, REPRESENTATIVES, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR LOSSES FOR PHYSICAL DAMAGE TO PROPERTY OR INJURY TO PERSONS RESULTING FROM NEGLIGENCE OR MISCONDUCT ON THE PART OF THE SERVICE PROVIDER, ITS AGENTS, EMPLOYEES, REPRESENTATIVES, OR SUBCONTRACTORS. IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY DUE TO THE NEGLIGENCE OR MISCONDUCT OF THE SERVICE PROVIDER, THE SERVICE PROVIDER WILL INDEMNIFY AND PAY FULL COST OF REPAIR, RECONSTRUCTION, OR REPLACEMENT, AT THE DISCRETION OF THE COUNTY. SUCH COST WILL BE DUE AND PAYABLE BY THE SERVICE PROVIDER WITHIN TEN (10) CALENDAR DAYS AFTER THE DATE OF RECEIPT OF WRITTEN NOTICE FROM THE COUNTY OF THE AMOUNT DUE. THE TEXAS LEAD AGENCY AND COUNTY, AND THEIR RESPECTIVE EMPLOYEES, OFFICIALS, OFFICERS, AGENTS, AND REPRESENTATIVES CAN NEITHER AGREE TO HOLD THE SERVICE PROVIDER HARMLESS NOR AGREE TO INDEMNIFY THE SERVICE PROVIDER AND ANY PROVISIONS TO THE CONTRARY ARE VOID.

11.2 INSURANCE WILL BE PROVIDED FOR DIRECT DELIVERY OF PROTECTIVE SERVICES AND OTHER SERVICES UNDER CONTRACT. THE SERVICE PROVIDER WILL OBTAIN AND FURNISH PROOF OF THE FOLLOWING BONDING AND INSURANCE COVERAGE WITHIN FORTY-EIGHT (48) HOURS OF THE AWARD OF THE CONTRACT OR AT SUCH OTHER TIME AS MAY BE SPECIFIED BY THE COUNTY. THE COUNTY SHALL BE ADDED AS AN ADDITIONAL NAMED INSURED AND AN ENDORSEMENT OR DECLARATIONS PAGE, AS APPROPRIATE, SHALL BE PROVIDED TO THE COUNTY AS PROOF OF THE INSURANCE:

A. DISHONESTY BONDING UNDER A COMMERCIAL CRIME POLICY OR BUSINESS SERVICES BONDING, AT A TEN THOUSAND DOLLAR ($10,000.00) MINIMUM; AND

B. COMMERCIAL GENERAL LIABILITY COVERAGE AT A THREE HUNDRED THOUSAND DOLLAR ($300,000.00) MINIMUM FOR EACH OCCURRENCE LIMIT, AND SIX HUNDRED THOUSAND DOLLAR ($600,000.00) MINIMUM AGGREGATE LIMIT. THE COUNTY WILL BE PROVIDED WITH THIRTY DAYS WRITTEN NOTICE OF POLICY OR BOND CANCELLATION OR MATERIAL CHANGE IN THE POLICY OR BOND.

C. IF SERVICE PROVIDER'S PROGRAM REQUIRES LICENSED PROFESSIONAL STAFF FOR THE IMPLEMENTATION OF THE PROGRAM, PROFESSIONAL

LIABILITY INSURANCE IS REQUIRED FOR SUCH LICENSED PROFESSIONAL STAFF AT A THREE HUNDRED THOUSAND DOLLAR ($300,000.00) MINIMUM FOR EACH OCCURRENCE LIMIT, AND SIX HUNDRED THOUSAND DOLLAR ($600,000.00) MINIMUM AGGREGATE LIMIT. THE COUNTY WILL BE PROVIDED WITH AMPLE WRITTEN NOTICE OF POLICY OR BOND CANCELLATION OR MATERIAL CHANGE IN THE POLICY OR BOND.

11.3 ALL COVERAGE MUST BE WITH INSURANCE COMPANIES OR CARRIERS RATED FOR FINANCIAL PURPOSES "B" OR BETTER WHOSE POLICIES COVER RISKS LOCATED IN THE STATE OF TEXAS. ALL BONDS, POLICIES, AND COVERAGE DESCRIBED ABOVE WILL BE MAINTAINED DURING THE ENTIRE TERM OF CONTRACT AWARDED. LAPSE IN REQUIRED COVERAGE BY INSURANCE OR BOND WILL BE CONSIDERED BREACH OF CONTRACT WITH THE CONTRACT SUBJECT TO CANCELLATION.

11.4 IN THE EVENT THE SERVICE PROVIDER IS UNABLE TO COMPLY WITH SECTION 10, THE SERVICE PROVIDER WILL PROVIDE THE COUNTY WITH TWO WRITTEN DENIAL LETTERS FROM DIFFERENT INSURANCE COMPANIES EVIDENCING THE SERVICE PROVIDER'S ATTEMPTS TO OBTAIN AND INABILITY TO OBTAIN THE REQUESTED INSURANCE. THE SERVICE PROVIDER WILL PROVIDE THIS INFORMATION TO THE COUNTY WITHIN TEN DAYS OF THE AWARD OF THE CONTRACT.

11.5 THE SERVICE PROVIDER WILL CONTINUE ATTEMPTS TO OBTAIN THIS INSURANCE ON AN ANNUAL BASIS. IN ORDER TO REMAIN IN COMPLIANCE, IN THE EVENT THE SERVICE PROVIDER IS UNABLE TO OBTAIN INSURANCE, THE SERVICE PROVIDER WILL SUBMIT THE DOCUMENTATION REQUIRED BY SECTION 10 ON AN ANNUAL BASIS.

11.6 ALL REQUIRED INSURANCE POLICIES WILL INCLUDE AN ENDORSEMENT STATING THAT THE COUNTY WILL BE GIVEN THIRTY (30) CALENDAR DAYS WRITTEN NOTICE OF POLICY OR BOND CANCELLATION OR A MATERIAL CHANGE IN THE POLICY OR BOND.

11.7 The County may waive all or part of this insurance requirement at its discretion.

11.8 UNLESS OTHERWISE NOTED IN THIS CONTRACT, AND TO THE EXTENT THAT SERVICE PROVIDER DOES NOT HAVE OR MAINTAIN INSURANCE OR DOES NOT HAVE OR MAINTAIN SUFFICIENT INSURANCE, SERVICE PROVIDER ACKNOWLEDGES AND AGREES THAT SERVICE PROVIDER WILL BE SOLELY RESPONSIBLE FOR ANY LOSSES OR DAMAGES RELATED TO OR CAUSED BY THE SERVICE PROVIDER'S PERFORMING ITS DUTIES AND OBLIGATIONS UNDER THIS CONTRACT. THE COUNTY WILL HAVE NO OBLIGATION TO REIMBURSE OR OTHERWISE PAY SERVICE PROVIDER FOR ANY COSTS INCURRED RELATED TO ANY SUCH LOSSES OR DAMAGES.

11.9 The Service Provider will protect all physical property and equipment purchased under this contract and take appropriate measures to meet this obligation. The Service Provider must furnish the County with a written, factual report of the theft of, or damage to, any equipment purchased under this contract, including circumstances concerning the loss.

In addition, in the event of any theft, vandalism, or other offense against the properties, the Service Provider will notify appropriate local law enforcement authorities.

11.10 Except as otherwise provided in this contract, all products produced by Service Provider as a result of this contract become the sole property of Texas Lead Agency, including, without limitation, all plans, designs, software, and other contract deliverables.

A. If Service Provider develops any copyrightable material in the course of performing this contract, then Service Provider will grant the State of Texas, Texas Lead Agency, any federal awarding agency, and the Health and Human Services Commission a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

B. This section does not apply to any report, document, or other data, or any invention of Service Provider which existed prior to, or was developed or discovered independently from, its activities related to or funded by this contract.

12. STATE AND COUNTY OWNERSHIP OF REPORTS

In developing, copying, and disseminating reports or other information under this contract, the Service Provider will:

12.1 Grant to the Texas Lead Agency or the County the right to copyright, use, reproduce, and distribute any material written or produced by the Service Provider that is the subject of this contract.

12.2 Defend any claim, suit, or proceeding brought against the Texas Lead Agency or the County on the issue of infringement of any copyright by any product, or any product part, supplied by the Service Provider to the County under this agreement subject to the jurisdiction of the Attorney General of Texas. The Service Provider will pay, subject to limitations specified in this Section, any final judgment entered against the Texas Lead Agency or the County on this issue in any suit or proceeding defended by the Service Provider. The Service Provider will be relieved of this obligation if within 30 calendar days after the County receives notice, the County fails to notify the Service Provider in writing of any claim, suit, or proceeding, and at the Service Provider's expense, give the Service Provider all information needed to defend any claim, suit, or proceeding. The Service Provider will report to the County within 30 days and in reasonable written detail, each notice of claim of copyright infringement pertaining to this contract of which the Service Provider has knowledge.

13. TERMINATION AND SUSPENSION

13.1 This contract may be terminated without cause by either County or Service Provider by providing written notice to the other party at least 30 days prior to the intended date of termination. The County will not reimburse the Service Provider for a cost paid after the date of termination. Contract provisions regarding reports and audits will remain in effect for federal and state retention requirements.

13.2 If the Service Provider fails to provide services according to the provisions of this contract, the County may, upon written notice of default to the Service Provider, terminate all or any part of the contract. Termination is not necessarily an exclusive remedy but will be in addition to any other rights and remedies provided by law or under this contract.

13.3 The County will suspend or revoke this contract if the Service Provider is found liable for or has a contract, license, certificate or permit of any kind revoked for Medicaid fraud. The County will also suspend or revoke this contract if the Service Provider's license, certificate or permit has been revoked by any agency listed in Article II of the General Appropriations Act passed by the 75th Texas Legislature.

13.4 In addition to other remedies available to it, County may:

A. Require the Service Provider to take specific corrective actions in order to remain in compliance with any contractual term;

B. Recoup payments made to the Service Provider or impose administrative error sanctions based on audit findings of violations of contract requirements; and

C. Suspend any contractual rights including, but not limited to, withholding of payment or cessation of placement.

13.5 At the end of the contract term or other contract termination or cancellation, the Service Provider will in good faith and in reasonable cooperation with the County, aid in the transition to any new arrangement or provider of services.

13.6 This contract is at all times contingent upon the availability and receipt of county, state or federal funds that the County has allocated to this contract; and if funds for this contract become unavailable during any budget period, this contract may be immediately terminated or reduced at the discretion of the County without damage assessed against the County. Notwithstanding anything to the contrary, the obligations of Tarrant County are contingent upon the availability of appropriated funds. In the event no funds or insufficient funds are appropriated for County to meets its obligations under this agreement, County may terminate this agreement without notice.

13.7 If federal or state laws or other requirements are amended or judicially interpreted so that either party cannot reasonably fulfill this contract, and if the parties cannot agree to an amendment that would enable substantial continuation of the services, the parties will be discharged from any further obligations under this contract.

13.8 All obligations and duties of the Service Provider not fully performed at the expiration or termination of this contract will survive the expiration or termination of the contract. County will not pay Service Provider for services provided following the termination of the contract.

14. PERSONNEL

14.1 All personnel funded by the attachment to this contract are employees or volunteers of the Service Provider which will be responsible for their direction and control. Service Provider has sole authority and responsibility to employ, discharge, and otherwise control its employees and contractors. Service Provider is responsible for providing all necessary unemployment and workers' compensation insurance for the Service Provider's employees.

14.2 The Service Provider must ensure that direct service staff must be at least eighteen (18) years of age, have a High School Diploma or GED, and one (1) year of experience in the health and human services field to include work with youth. Form I-9 Employment Eligibility Verification, job description, resume/application, and diploma/transcript for every

employee working with CYD must be maintained by the Service Provider and provided to the County.

14.3 The Service Provider must provider support and at minimum monthly supervision of all staff that provide direct services to clients, including volunteers. This supervision must provide the direct staff and volunteers an opportunity to gain professional development, support, and advice about their work with the clients.

14.4 The Service Provider must ensure training is provided annually for all employees working with CYD, which must include new hire orientation, cultural humility, and youth development training. All volunteers working with CYD must also receive cultural humility training annually. All CYD employees must complete Developmental Assets and Developmental Relationships training and Youth Program Quality Assessment training within one year of hire. Documentation to support training must be maintained by the Service Provider and provided to the County.

14.5 All employees and volunteers must submit forms 2970c and 2971c to the County, who runs a criminal background check and abuse/neglect check through DFPS Automated Background Check System (ABCS). These two clearances must be obtained prior to contact with CYD clients or information. An FBI clearance is required if the employee or volunteer has lived outside Texas within the last five (5) years, and must also be obtained prior to contact with CYD clients or information. Forms 2970c and 2971c should be updated when checks are updated every two years, and the forms and clearances must be kept on file with CYD and the Service Provider.

If while providing direct services, having direct client contact and/or access to client records, the Service Provider becomes aware of any new arrest or investigation of abuse or neglect conducted by any federal, state or local agency or board of an employee or volunteer, then the Service Provider will notify the County within ten (10) business days of them becoming aware of it. DFPS will determine if and when the employee or volunteer can have direct contact with clients.

14.6 Service Provider will disclose and release, or cause its employees, subcontractors, and volunteers with direct client contact and/or access to client records to disclose and release, any allegation made against that employee, subcontractor, or volunteer alleging the commission of:

A. An act of abuse, neglect, or exploitation of children, the elderly, or persons with disabilities;
B. Criminal history or any current criminal indictment (for felonies) or information (for misdemeanors) involving an offense under the Texas Penal Code, federal law, or the law of another state against:
    1. the person;
    2. the family;
    3. public order or decency;
    4. public health, safety, or morals; or
    5. property;
C. An offense under Chapter 481 of the Texas Health and Safety Code (Texas Controlled Substances Act); or
D. Any act or offense that can reasonably be associated with potential risk of harm or loss to the Department and/or its clients based on the job duties or contractual role(s) of the person in question at any time during the contract period.

This disclosure and release is required of all individuals who have, or will have, direct contact with clients and/or access to client records, prior to such contact or access and will be accomplished through the use of:

A. Criminal history background check;
B. DFPS abuse and neglect history check; and
C. Signed disclosure and release by each person attesting to this information, which will be maintained by Contractor, available for review by the County, and renewed at intervals not to exceed 24 months while the contract is in effect.

Service Provider will prevent or promptly remove any employee, subcontractor, or volunteer from direct client contact and/or from access to client records who is alleged to have committed any act or offense listed in this contract. If it is determined with certainty that the person in question has not committed the acts or offenses alleged, that person may again be assigned to direct client contact and/or access to client records. However, the Service Provider will notify the County its intent to do so no later than ten (10) business days prior to the intended reassignment and receive County approval prior to the reassignment. Silence by County will not be construed as approval for this purpose. Service Provider must provide the County with further information concerning the reasons for the reassignment upon the request of the County. If the person in question is found to have committed any of the acts or offenses listed in this contract, that person will not be reassigned to duties involving any direct contact with clients and/or access to client records.

14.7 If an employee has been wrongfully removed, the employee may be reassigned to direct client contact; however, the Service Provider will notify the County at least ten (10) working days prior to the intended reassignment. The Service Provider must provide the County with further information concerning the reasons for the reassignment upon the request of the County. If the employee is found to have committed any of the offenses listed in this paragraph, the employee will not be reassigned to duties involving any direct contact with clients.

14.8 The County has the right to remove from the provision of services, any employee or volunteer of the Service Provider. This right will be exercised in a reasonable manner by the County.

14.9 Service Provider shall allow its employees to testify in judicial proceedings and administrative hearings, at the request of the County.

14.10 Service Provider shall promptly report any suspected case of abuse, neglect, or exploitation to the appropriate authority as required by the Texas Family Code, Chapter 261. All reports must be made within 24 hours of the discovery of abuse, neglect, or exploitation.

14.11 Service Provider is an independent Service Provider under the terms of this contract and is not an officer, agent, servant or employee of the County.

14.12 If specific qualifications are set forth in job descriptions required by the County, assign personnel meeting those qualifications to those positions unless a written waiver is granted by the County.

14.13 Service provider must submit all required Personnel File documentation for all CYD employees and volunteers (as appropriate) to the County (including: I-9, job description, resume/application, diploma/transcript, and training documentation).

15. CONTRACT INTERPRETATION

15.1 The contract may be amended in writing duly executed by the contracting parties.

15.2 If any provision(s) of this contract will be construed to be illegal or invalid, it will not affect the legality or validity of any of the other provisions hereof, and the illegal or invalid provision will be deemed stricken and deleted here from to the same extent and effect as if never incorporated herein, but all other provisions will continue.

15.3 Force Majeure. The Service Provider will be financially liable for undue delays or failures to perform in contract performance except for any delay in or failure of performance of any requirement caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform will extend the period of performance at the discretion of the County in the exercise of reasonable diligence until these exigencies have been removed. The Service Provider will inform the County in writing of proof of such force majeure within three (3) business days or otherwise waive this right as a defense. The Service Provider agrees that breach of this provision entitles the County to reduce or stop payments, immediately terminate this contract, collect partial or whole payment for services not timely delivered, other liquidated damages including amount of any bond for contract amount, and any other remedies available to the County under the terms of the contract, in equity or under Texas law.

15.4 It is expressly understood and agreed that enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, will be strictly reserved to the parties, and nothing contained in this contract will give or allow any claim or right of action whatsoever by any other person not a party to this contract.

15.5 The County's liability is limited by the Texas Tort Claims Act and nothing in this contract will constitute a waiver of sovereign immunity or of the rights of the County under that Act.

15.6 All contracts and other information submitted to The County may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code ("the Act"). If Service Provider submits proprietary or otherwise confidential information to The County, then Service Provider should clearly identify that particular information and the specific exception to disclosure in the Act. Making a blanket claim that an entire submission is protected from disclosure because it contains some proprietary information is not acceptable and will not render the entire proposal confidential. The County assumes no responsibility for asserting legal arguments for Service Provider. Service Provider should consult with legal counsel concerning disclosure issues and take precautions to safeguard trade secrets and other proprietary information. Any information generated as a result of this contract is also subject to the Act, and, as such, must be made available to the County in the manner and format specified by the County upon request.

16. CERTIFICATIONS

The certifications enumerated below represent material facts upon which the County relies when accepting a bid for this solicitation. If the County later determines that Service Provider knowingly rendered an erroneous certification, County may pursue all available remedies in accordance with Texas and U.S. law. Service Provider further agrees that it will provide immediate written notice

to County if at any time Service Provider learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. *If the Service Provider cannot certify the accuracy of all the statements contained in this section, Service Provider must provide written notice to County detailing which of the below statements it cannot certify and why.* Service Provider acknowledges its continuing obligation to comply with the requirements of the following certifications contained in its Proposal, and will immediately notify County of any changes in circumstances affecting these certifications:

16.1 **Certification Regarding Lobbying.** State and federal law place restrictions on the use of state and federal funds in regard to lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

A. In accordance with 31 U.S.C. §1352, no federal appropriated funds have been paid or will be paid, by or on behalf of the Service Provider, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

C. The Service Provider will require that the language of this certification be included in the award documents for subcontracts and that all subcontractors will certify and disclose accordingly.

D. Payments of appropriated or other funds to Service Provider under any resulting agreement are not prohibited by Texas Government Code §556.005 or §556.008.

16.2 **Suspension, Ineligibility, and Voluntary Exclusion.** Federal Law (2 CFR 180, 2 CFR 376, and Executive Orders 12549, 13224, and 12689) requires the County to screen each covered Service Provider to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Service Provider certifies the following:

A. That Service Provider and Service Provider's principals are, to the best of its knowledge and belief, not on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this solicitation or any resulting contract.

B. That Service Provider will not knowingly enter into any subcontract with an entity who is on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Service Provider will also not knowingly enter into any subcontract with an entity whose principals are on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

C. That Service Provider will include this section regarding debarment, suspension, ineligibility, and voluntary exclusion, and the specially designated nationals list without modification in any subcontracts or solicitations for subcontracts.

16.3 **Child Support.** Under Texas Family Code Section 231.006, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is

not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

16.4 **Drug-Free Workplace Certification.** Service Provider certifies that it will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about—
   1. The dangers of drug abuse in the workplace;
   2. The Service Provider's policy of maintaining a drug-free workplace;
   3. Any available drug counseling, rehabilitation, and employee assistance programs; and
   4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement;

D. Notifying the employee in the statement that, as a condition of employment under the grant, the employee will—
   1. Abide by the terms of the statement; and
   2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the agency in writing, within ten (10) calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice will include the identification number(s) of each affected grant;

F. Taking one of the following actions, within 30 calendar days of receiving notice, with respect to any employee who is so convicted—
   1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
   3. Making a good faith effort to continue to maintain a drug-free workplace.

16.5 **Antitrust Certification.** Pursuant to 15 U.S.C. Sec. 1, et seq. and Tex. Bus. & Comm. Code Sec. 15.01, et seq., Service Provider certifies that neither the Service Provider nor the firm, corporation, partnership, or institution represented by the Service Provider, or anyone acting for such a firm, corporation, or institution has violated the anti-trust laws of this state, federal anti-trust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

16.6 **Deceptive Trade Practices.** Service Provider certifies that it has not been found guilty or liable of a Deceptive Trade Practices Act or any unfair business practice either in an administrative hearing or court suit within the last five (5) years. Service Provider certifies that it has no officers who have served as officers of other entities who have been found guilty or liable of a Deceptive Trade Practices Act or any unfair business practice either in an administrative hearing or court suit within the last five (5) years. Service Provider represents and warrants that within the last five (5) years it has not been found guilty or

liable of any investigation or proceeding by any federal or state securities regulator under any federal or state securities laws or regulations.

16.7 **Prohibited Responses and Contracts.** Pursuant to Texas Government Code §2155.004–006, Service Provider certifies that the individual or business entity named in this form is eligible to receive the specified contract and acknowledges that any contract concerning this certification may be terminated and payment withheld if this certification is inaccurate.

16.8 **Financial Interests and Gifts.** Service Provider certifies that neither Service Provider nor any person or entity that will participate financially in a contract has received compensation from Texas Lead Agency for participation in preparation of specifications for a contract. Service Provider certifies that it has not given, offered to give, and does not intend to give at any time, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant or employee in connection with a contract.

16.9 **U.S. Department of Homeland Security's E-Verify System.** Service Provider certifies its use of the U.S. Department of Homeland Security's E-Verify system to validate the eligibility of all staff, subcontractors, or subcontractor's staff to perform work under this contract within the United States of America. Upon request, Service Provider must provide an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for each individual hired to perform work on the contract. If this certification is falsely made, the County reserves the right to take any remedial actions deemed reasonable and necessary by the County to ensure compliance with the terms and conditions of this contract, up to and including termination of the contract at no fault to the County.

17. ATTACHMENTS INCORPORATED

By signing this contract Service Provider must comply with the following documents which are incorporated into the contract for all purposes and are on file with the County:

17.1 Project Work Plan (Attachment Q-1);
17.2 Form 2030, Budget Information Form (Attachment Q-2);
17.3 Debarment/Suspension Certification (Attachment Q-3);
17.4 Form 1295, Certificate of Interested Parties (Attachment Q-4);
17.5 Federal Award Information Form (Attachment Q-5); and
17.6 Vendor Certification Addendum to Tarrant County Contracts (Attachment Q-6).

Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

SIGNED AND EXECUTED this ___ day of _____, 2025 in Tarrant County, Texas.

Boys & Girls Clubs
of Greater Tarrant County

Daphne Barlow Stigliano

Daphne Barlow Stigliano
CEO & President
3218 East Belknap Street
Fort Worth, Texas 76111

COUNTY OF TARRANT
STATE OF TEXAS

See Separate Electronic Signature Page

Tim O'Hare
County Judge
100 E. Weatherford
Fort Worth, Texas 76196

APPROVED AS TO FORM:

Kimberly Colliet Wesley
Criminal District Attorney's Office*

CERTIFICATION OF
AVAILABLE FUNDS: $_____

_____
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.

COMMUNITY YOUTH DEVELOPMENT PROGRAM

PROJECT WORK PLAN

The Project Work Plan provides specific details of how services will be implemented under this Grant. The Project Work Plan is designed to be a flexible document that may be revised periodically over the Period of Performance. This flexibility allows the Subgrantee to propose minor revisions to services or operations to respond to changing context. Revisions to the Project Work Plan must not change the overall scope of the project and must be approved by HHSC and Tarrant County prior to implementation. HHSC and Tarrant County reserve the right to make the final determination on any proposed revisions.

GRANTEE NAME: Tarrant County

CONTRACT NUMBER: HHS000841700005 / **AGENCY ACCOUNT ID:** 24821479

PERIOD OF PERFORMANCE: 09/01/2025 - 08/31/2026

FISCAL YEAR: 2026

SUBAWARDEE NAME: Boys & Girls Clubs of Greater Tarrant County

NAME OF PROGRAM(S): Juvenile Crime Prevention Program

ZIP CODES/S: 76106, 76164, 76112, 76119

RECORD OF PROJECT WORK PLAN CHANGES

CHANGE #	DATE APPROVED	SUMMARY OF CHANGE	APPROVED BY	BUDGET CHANGE (Y/N)

CONTACT INFORMATION

TYPE	NAME	TITLE	EMAIL	PHONE
PRIMARY CYD PROGRAM CONTACT	Matthew Sinclair	SVP of Operations	msinclair@bgcgtc.org	817-720-9371
FISCAL MANAGER	Carrie Vincent	Director of Accounting	cvincent@bgcgtc.org	940-224-3382
EXECUTIVE DIRECTOR OR PRESIDENT	Daphne Barlow Stigliano	CEO & President	daphne@bgcgtc.org	682-500-0850
SIGNATORY **This individual is authorized to sign the contract.*	Daphne Barlow Stigliano	CEO & President	daphne@bgcgtc.org	682-500-0850

PUBLIC CONTACT INFORMATION

MAIN AGENCY WEBSITE: bgcgtc.org

AGENCY EMAIL ADDRESS:	PUBLIC PHONE:	PUBLIC EMAIL CONTACT:
grants@bgcgtc.org	(817) 834-4711	info@bgcgtc.org

Main Agency Office Address: List office locations (address and phone number), identifying primary and any other offices.
3218 E Belknap Street, Fort Worth, TX 76111

CYD PROGRAM SUMMARY CHART

Program Component *List all required and ancillary program components offered*	**PROGRAM NAME**	**ANTICIPATED ANNUAL OUTPUT***	**ANTICIPATED AVERAGE MONTHLY OUTPUT***	**PROGRAM LENGTH**	**FREQUENCY AND INTENSITY OF PROGRAMMING - Total # of sessions, visits, or interactions per Participant**	**DAYS/TIMES PROGRAMMING PROVIDED BY AGENCY**	**LOCATION – include all where programming is offered**	**VIRTUAL MODIFICATIONS (if applicable)**
Academic Support	Juvenile Crime Prevention Program-Project Learn/HYLA's	Q1-Q4: 420 unduplicated	Q1-Q3: 150 unduplicated Q4: 145 unduplicated	Q1-Q4: 12 months	Q1-Q4: Daily (Weekdays) 5 sessions per week x 52 weeks = 260	Q1-Q3: Mondays-Fridays 3:00 p.m.-6:30 p.m. Q4: Mondays-Fridays 7:30 a.m.-6:00 p.m.	Q1-Q4: North Fort Worth Branch	Google Meet or Zoom
Arts & Cultural Enrichment	Juvenile Crime Prevention Program-Arts & Cultural Enrichment							
Sports & Movement	Juvenile Crime Prevention Program-Triple Play							

** An unduplicated Youth served is an Index Youth with a unique PEIRS client ID number who receives at least one service and is only counted one time during the State fiscal year. Indicate if Youth served Output target includes any duplicated Youth served.*

OUTPUTS	TARGET	OUTCOMES	TARGET
OUTPUT 1: Expected average number of Index Youth served annually.	420	**OUTCOME 1:** 10-17-year-old Index Youths will not engage in delinquent behavior.	100%
OUTPUT 2: Expected number of Index Youth served monthly during the school year (September – May).	150	**OUTCOME 2:** Index Youth report positive outcomes in at least one domain of the Program Experience Survey at discharge	80%
OUTPUT 3: Expected number of Index Youth served monthly during the summer (June-August)	145	**OUTCOME 3:** Index youth improve in at least one domain or area of the DAP between pre- and post-program participation.	75%
OUTPUT 4: Index Youth will complete the PEI Program Experience Survey at Discharge	50%		
OUTPUT 5: Index Youth will complete a matching Developmental Assets Profile (DAP) pre-program participation and post-program participation survey.	60%		

TARGET POPULATION	
AGE RANGE	ANTICIPATED PERCENTAGE OF YOUTH SERVED ANNUALLY
Youth Ages 6-9	30%
Youth Ages 10-17	70%

GOALS AND OBJECTIVES

Please outline the goals and objectives for Fiscal Year 2025. Objectives are intended to operationalize goals and should be Specific, Measurable, Achievable, Relevant and Time-bound (SMART). (http://www.health.state.mn.us/divs/opi/qi/toolbox/objectives.html).

Goal 1: Meet all contract requirements.

Objective 1: Recruit 420 youth for enrollment in the program for FY2025 at NFW.
Objective 2: Serve an average of 150 youth CYD participants on a monthly basis.
Objective 3: Complete all mandatory reporting/paperwork requirements on time and accurately.

Goal 2: Provide high quality programming for CYD participants.

Objective 1: Utilize Boys & Girls Club programming models that focus on Healthy Lifestyles, Academic Success, and Good Character/Citizenship.
Objective 2: Identify site-specific needs and infuse programmatic resources to address issues North Fort Worth youth are facing.
Objective 3: Work with community partners to provide auxiliary programming that is both enriching and engaging.

Goal 3: Utilize well trained staff to create positive, impactful relationships with youth.

Objective 1: Attend all mandatory CYD trainings and complete requisite training hours as mandated by the CYD grant.
Objective 2: Youth Development professionals and Club leadership participate in regular professional development opportunities around high-quality youth development practices and environments.
Objective 3: Maintain a comprehensive system for performance management of employees.

LOGIC MODEL

There is a wide variety of logic model formats, but most have the same key components including (resources/inputs, activities, outputs, outcomes and impact). Please include your logic model below.

Program Inputs	Program Activities	Program Outputs	Program Outcomes
• Staff Members • Time spent with youth • Learning Center resources (i.e., computers, books, magazines, tables, chairs, software) • Funding (including in-kind donations) • *Project Learn* training • Professional development for all Club staff • Program needs assessment and resource development plan • Bright, clean, dynamic learning center	• Homework help and tutoring • High-yield learning activities and programs • Cultural and enrichment activities and programs • Sports and recreation activities and programs • Parental/guardian and adult involvement • Collaboration with schools and community partners • Recognition	• Attendance of members in homework help and tutoring sessions • Number of high-yield learning activities • Number of cultural and enrichment activities • Attendance in Music & Youth program • Number of sports and recreation activities	• Club members spend more time studying • Club members complete and submit more homework assignments • Club members engage in more high-yield learning activities • Club members have fun learning • Club members' grades improve • Club members have fewer absences • Club members have fewer behavioral problems • Club members become confident learners

• BGCGTC-sponsored training and conferences attended by Club staff • Parents/guardians, relatives, and other adults who are significant in Club members' lives • Opportunities • Safe space for members	• Goals for graduation • BGCA programs • BGCGTC-targeted programs	• Number of parent and adult activities • Attendance of parents, relatives, and other adults who are significant in Club members' lives • Funds for learning resources • Attendance in learning center activities	• Club members demonstrate goal setting and time-management skills • Members independently pursue learning activities • Club members are proficient in basic academic disciplines • Club members are proficient in the use of technology • Club members graduate from high school and make good secondary school choices • Club members are intrinsically motivated lifelong learners • Parental/guardian and adult participation in Club programs increases • New and/or improved relationships with local schools are formed • Number of family support programs and activities increases • Clubs secure in-kind donations and community resources to support their education programming • Community stakeholders endorse Club goals • Parents/guardians stress the value of education to their children • Teachers and community members view the Club as a key partner in the education of Club members

REQUIRED & ANCILLARY PROGRAMMING PROVIDED

Please describe in detail the CYD Required and Ancillary Programming your organization provides, how the program will be delivered, and what developmental assets will be addressed.

ANCILLARY PROGRAMMING (*Add Sections as Necessary*)

JUVENILE CRIME PREVENTION PROGRAM

Programming Period Q1-Q3: From: September 1, 2025 To: May 31, 2026

Programming Period Q4: From: June 1, 2026 To: August 31, 2026

All addresses (locations) where services will be provided, (please use full address):

Q1-Q4:
BGCGTC North Fort Worth Branch: 2000 Ellis Avenue, Fort Worth, TX 76164

Q1-Q3: Mondays-Fridays: 3:00 p.m.-6:30 p.m.
Q4: Mondays-Fridays: 7:30 a.m.-6:00 p.m.

Check all that apply

☐ Youth-Based Curriculum ☐ Family-Based Curriculum Class ☒ Sports and Movement ☒ Academic Support
☐ Family Focused Activity ☒ Arts and Cultural Enrichment ☐ Service Planning and Coordination

Describe the programming to be provided in detail. For each program component chosen above, list and detail information each program component separately.

Boys & Girls Clubs of Greater Tarrant County will provide Sports and Movement, Academic Support, and Arts and Cultural Enrichment services to 76106 and 76164 youth at the North Fort Worth Branch in 76164.

Q1-Q4:
Boys & Girls Clubs of Greater Tarrant County (BGCGTC) offers developmentally appropriate youth-centered programs in an informal learning context. These programs complement and reinforce what youth learn during the school day while creating experiences that invite them to fall in love with learning while having fun. Rooted in positive youth development, Club programs help youth build both subject-specific skills, like literacy and numeracy, as well as social-emotional skills to help youth build healthy relationships with themselves and others, recognize and manage emotions, and solve problems. Our programs align with the 40 Developmental Assets identified by the Search Institute that have been shown to produce positive outcomes for youth.

Youth Centered Learning is an approach in which flexible learning activities and supports are designed to respond to youth's unique strengths, needs, identities, and experiences. BGCGTC takes this approach to implement programs that lead to positive outcomes through a combination of academic remediation and enrichment opportunities.

The program services follow the Boys & Girls Club's overall strategy of the "wrap-around" approach to reducing juvenile delinquency and crime. The program will implement educational, employment, recreational, health, and supportive services that promote the social and economic well-being of youth. Addressing the roots of criminal activity, the two-fold goal of the program is (1) to increase resistance skills and protective factors against activities that lead to criminal behaviors, and (2) to reduce youth participation in delinquent behavior by increasing academic performance.

Components and activities implemented include:
● Academic Support Services (Project Learn: high yield learning activities - HYLAs, tutoring, STEM, literacy) – The Club is committed to achieving academic success and this is accomplished by providing a variety of different academic programs to youth. Project Learn education programs such as Power Hour, STEAM activities, and Literacy learning complement and reinforce what youth learn during the school day while creating experiences that help them value learning and the importance of school. The Power Hour program provides daily homework help, tutoring, and high-yield learning activities that encourage youth to become self-directed learners. Literacy programming focuses on targeted interventions that aid in developing reading proficiency. Our academic support services are also furthered by offering access to our middle and high school youth to our college prep programs that teach study skills, discourage drop out and other truancy prevention, as well as provide assistance with the college application process, scholarships,

and financial aid. Youth also have the opportunity to attend college informational trips and preview many colleges both in and out of the state.

• Arts and Cultural Enrichment – There are opportunities year-round for youth to participate in experiential learning activities that expose them to new opportunities and get them outside of their community norms to broaden their horizons. Youth will explore different artistic expressions including the arts (painting and drawing), dance, theatre, poetry, and music. The NFW branch houses the Music Clubhouse where youth can participate in our Music & Youth program. The Music & Youth program is a character development program in which music is used to inspire our youth to be the best versions of themselves.

• Sports and Movement (sports, games, outdoor activities) – There are a variety of activities that happen on a daily basis at the Club. On any given day, there are sports and fitness activities, intramural sports, and recreational play happening both indoors and outdoors. The Triple Play health and wellness initiative encourages youth to get daily physical activity while teaching them good nutrition and helping them develop healthy relationships. Club staff facilitate activities in the gym and the classroom with members every day and host sports and recreational competitions throughout the month. Triple Play leaders assist staff with the implementation of activities, coaching teams, and as peer mentors. This program has seen success in improving members' confidence in their physical fitness and abilities.

Elements of each of the above program components are integrated into all of the social and educational support services that the Club provides allows for an enriching program experience. In fact, all Club programs are based on a youth development strategy that builds self-confidence and self-esteem and fosters a sense of belonging, competence, usefulness, and influence.

Services will be offered Monday through Friday at the North Fort Worth Branch. The program is structured into segments. When youth arrive from school, the Academic Program, Project Learn, provides an academic tutoring and homework assistance program known as Power Hour. Project Learn also offers program rotations that are literacy-focused, and/or promote high-yield learning activities based on STEAM. After participants complete homework, they are then rotated periodically through the physical education, social recreation, and cultural enrichment departments. Additional programming classes are also offered throughout the day that enrich life skills, diversity, and character development.

In addition to the programs listed above, Club members have the opportunity to participate in character-building and social-emotional health and well-being programs. These SMART Programs are prevention-based programs to help youth hone their decision-making and critical thinking skills, as well as learn how to avoid and/or resist alcohol, tobacco, other drugs, and premature sexual activity. On an ongoing basis, the Club develops young people's capacity to engage in positive behaviors that nurture their own well-being, set personal goals, and live successfully as self-sufficient adults.

Youth are taught coping skills, personal attitude and motivation, communication skills, behavioral and social skills, and decision-making. They also receive information on healthy dating relationships, teen pregnancy prevention, and coping with family issues and/or lack of support at home.

Older youth (13-17) are allotted their own space ("Teen Rooms"), where age-appropriate curricula and activities are implemented, such as Keystone Club. Furthermore, at the North Fort Worth Branch Annex building, older youth have access to homework assistance and tutoring provided by college tutors and have the ability to take advantage of a full computer lab.

Q4:
Services will be offered Monday through Friday at the North Fort Worth Branch. When youth arrive for summer programming, they are split into groups according to their age and gender. The groups then rotate periodically through the education room, physical education, social recreation, and cultural enrichment departments participating in HYLA's and other enrichment activities. Additional programming classes are also offered throughout the day that enriches life skills, diversity, and character development. In the summer months, additional field trip opportunities, community service projects as well as Club events, such as field days and Club-wide game tournaments may be scheduled. Class times and rotation schedules may be adjusted depending on the number of participants in any particular age group.

List the developmental assets addressed in this program component, see list of assets at the end of the PWP:

Q1-Q4:
External Assets:
Support – Family support (Family & Primary Caregiver Engagement)
Support – Positive family communication (Family & Primary Caregiver Engagement)
Support – Other adult relationships
Support – Parent involvement (Family & Primary Caregiver Engagement)
Empowerment – Community values Youth
Empowerment – Service to others
Empowerment – Safety
Boundaries & Expectations – Adult role models
Boundaries & Expectations – Positive peer influence
Boundaries & Expectations – High expectations
Constructive Use of Time – Creative activities
Constructive Use of Time – Youth programs

Internal Assets:
Commitment to Learning – Achievement motivation
Commitment to Learning – School engagement
Commitment to Learning – Homework
Positive Values – Caring
Positive Values – Equality and social justice
Positive Values – Integrity
Positive Values – Honesty
Positive Values – Responsibility
Positive Values – Restraint
Social Competencies – Planning and decision-making
Social Competencies – Interpersonal competence
Social Competencies – Cultural competence
Social Competencies – Resistance skills
Social Competencies – Peaceful conflict resolution
Positive Identity – Personal power
Positive Identity – Self-esteem
Positive Identity – Sense of purpose
Positive Identity – Positive view of personal future

Field trips, if applicable: Provide a brief summary of each field trip to include, educational benefit, tentative month, location, and anticipated number of youths attending. Be sure to outline how the field trip aligns with the program

per the CYD RFA guidelines and requirements. Note: All field trips must have HHSC approval prior to incurring expenses. **Q1-Q3:** N/A **Q4: N/A**

Youth Population to be served:	
☒ **Males** ☒ **Females**	☒ **6-9 years of age** ☒ **10-17 years of age**
Race/Ethnicity: All	**Grades Targeted:** 1st - 12th

FAMILY AND PRIMARY CAREGIVER ENGAGEMENT

Please outline your plan for how families and primary caregivers will be engaged in the CYD program.

What strategies will be used to demonstrate a commitment to the meaningful involvement of Families and Primary Caregivers in CYD?

Research has also shown that when Club staff work to engage parents, their children report a better Club Experience. Taking this into consideration, Club professionals take proactive measures to regularly communicate, both formally and informally, with the youth's parents. Intentional efforts to engage parents in the Club Experience is a regular practice at all Clubs. Some common parent engagement practices include:

- Use technology to communicate with parents
- Collaborate with other service providers to support members and families
- Host mandatory orientation events for parents
- Create programs and special events designed for parents and families
- Stay in touch with parents through quick phone calls and emails
- Use drop-off and pick-up times to share members' accomplishments with parents

In regards to the Juvenile Crime Prevention Program, all parents are required to attend a parent orientation at least once per year. During this orientation, parents are informed of the services provided and opportunities for parent engagement. Staff provides orientations in English and Spanish to resolve any language barriers. Parents are able to meet with program staff at any time to discuss the progress of their children and are encouraged to take an active role in their child's involvement in the Club. The program staff may call for special parent meetings to discuss specific issues with participants and make referrals for special needs identified. Multiple events geared towards parent engagement and education are scheduled multiple times per year to connect with parents and inform them of important information. If ever there is an incident, accident, injury, or behavior problem, parents are engaged in an accommodation and inclusion discussion to help best support building a positive youth experience.

Please detail the timeline for implementing your plan and strategies as described above.

Parent Orientation: Upon enrollment in the program (on-going)
Club Communications: Via email or phone calls (on-going)

Quarter 1:

- In October 2025, we will host a Fall Festival open to the community which will also feature resources for families. Topic: Family Resources and Engagement. The objective is to provide resources from community vendors such as health resources, food resources, and more. This event will allow families to learn about

accessibility to resources in their area. For family engagement, there will be a Fall-themed cornhole game for families to engage with one another, practice communication, and demonstrate teambuilding skills.

Quarter 2:

- In January 2026, we will host a Family Game Night for families. Topic: Family Bonding. We will host a family game night for parents to engage in fun with their children. Parents will participate in board games, video games, relay races and more. Food will also be provided. The objective is to reinforce healthy relationship building and family bonding.

Quarter 3:

- In March 2026, we will host a Community Fair open to the community which will also feature resources for families. Topic: Family Resources and Engagement. The objective is to provide resources from community vendors in the North Fort Worth area and Tarrant County. This event will provide families with resources such as food, medical information, and financial assistance. There will also be interactive activities for families to engage with one another, practice communication, and demonstrate teambuilding skills.

Quarter 4:

- In June 2026, we will host a Grade Progression Celebration event where parents will be able to come and celebrate their child's achievements for the school year. Topic: Celebrate Successes. The objective is to provide families the opportunity to celebrate successes and provide interactive activities to demonstrate lessons learned throughout the year at the Club. These activities will enhance communication skills, arts and cultural enrichment, and teambuilding skills. To support this effort, we will also engage parent's assistance with accessing good for grades information. We will assist with educating them on how to look up their child's grades via school databases to track their child's progress throughout the year.

PROGRAM CURRICULUM AND EVIDENCE-BASED AND PROMISING PROGRAMS

Please briefly describe how all funded evidence-based or promising programs will be implemented.

For each Evidence-Based Program or Promising Practice Program proposed, describe any variations from the Evidence-Based Program(s) that have been approved by the developer.

N/A

CURRICULUMS

Add additional rows as needed

Curriculum Name	Program Component (to be used with)	Link to Website or Information	Notes/Comments
Project Learn	Academic Support	https://www.bgca.org/programs/education/project-learn	The complete Project Learn curriculum is accessible to BGCA and affiliate staff through bgca.net. A summary of the program is available on the public website bgca.org.
Power Hour	Academic Support	https://www.bgca.org/programs/education/power-hour	The complete Power Hour curriculum is accessible to BGCA and affiliate staff through bgca.net. A summary of the

			program is available on the public website bgca.org.
SMART Girls	Arts and Cultural Enrichment	https://www.bgca.org/programs/health-wellness/smart-girls	The complete SMART Girls curriculum is accessible to BGCA and affiliate staff through bgca.net. A summary of the program is available on the public website bgca.org.
Passport to Manhood	Arts and Cultural Enrichment	https://www.bgca.org/programs/health-wellness/passport-2-manhood	The complete Passport to Manhood curriculum is accessible to BGCA and affiliate staff through bgca.net. A summary of the program is available on the public website bgca.org.
CareerLaunch	Academic Support	https://www.bgca.org/programs/career-development/career-launch	The complete CareerLaunch curriculum is accessible to BGCA and affiliate staff through bgca.net. A summary of the program is available on the public website bgca.org.
Money Matters	Academic Support	https://www.bgca.org/programs/education/money-matters	The complete Money Matters curriculum is accessible to BGCA and affiliate staff through bgca.net. A summary of the program is available on the public website bgca.org.

VIRTUAL PROGRAMMING

Please briefly describe how you may shift components of your program to virtual if needed.

What is your plan if for any reason **training** must shift to a **virtual format** due to social distancing, local restrictions, etc.?

Offer pre-work through email learning packets, and shared folders for uploading completed documents. Utilize DocuSign for electronic signature of waivers and acknowledgement forms. Small group trainings to meet social distancing and ratios offered in person as is permissible. Scheduled virtual trainings that are recorded utilizing zoom or go-to-meeting platforms.

If applicable, please indicate whether any events may need to be modified or cancelled should social distancing or local restrictions be in effect. Add additional rows if necessary.

Event or Initiative	Begin Date	End Date	Audience/ Stakeholders
Back to School Bash	August 2025	September 2025	Families, members
Fall Festival	October 2025	October 2025	Families, members
Holiday Social for Families (Thanksgiving and Christmas)	November 2025 December 2025	November 2025 December 2025	Families, members

Community Fair	March 2026	March 2026	Families, members
Grade Progression Celebration	June 2026	June 2026	Members
Teen Night	July 2026	July 2026	Members

For each Program Component able to be provided virtually, describe any variations or modifications.

Programs detailed in the Academic Success, Character Building and Social-Emotional Health and Wellbeing, and the Life Skills formats can be modified to be administered virtually. Programs would incorporate Club On-Demand (YouTube Channel) and/or Virtual Meetings using Zoom or Go-To-Meetings to engage small groups for discussions, step-by-step activities, and learning. CYD staff would also be prepared to conduct check-in calls with youth and family to track participation, engagement with content, and gather feedback. CYD staff will partner with special programs teams to identify virtual experiences that support college and career preparation.

PROGRAM IMPLEMENTATION

Please describe in detail how program will be implemented under this Grant Agreement

Please indicate what startup activities will be necessary at the start of a Grant Agreement including hiring and training staff, publicizing your program in the community, and recruiting Youth to the program.

Startup activities will consist of developing an operational and communications strategy and an operating model that supports local schools. A staffing assessment will be conducted to ensure adequate staffing levels to allow for a seamless school year reopening. Marketing the school year program and promoting online registration will be necessary. Staff will immediately register all current youth and start recruiting new youth in order to achieve service goals. A targeted recruitment of current/past members to re-register for the new school year, using current member rosters and contact information. Recruitment will be accomplished by distributing flyers in schools, in the community, at local businesses, and through direct mail in the 76106, 76164, 76112 and 76119 ZIP codes. Recruitment will also take place through school visits. However, much of the recruitment will be achieved by word-of-mouth and online/social media messaging. These activities will be ongoing.

Describe outreach and recruitment strategies and plans. Include plans to reach and engage families demonstrating priority characteristics. If any special population of Youth and families were identified to be served by the program, please provide and the ways the organization will tailor program delivery or outreach to meet the unique strengths, circumstances and needs of the population(s).

Recruitment will be accomplished by contacting youth in the target areas who are currently participants in the programs at North Fort Worth. Recruitment will also be accomplished by staff performing school visits and attending community events. Much of the recruitment will be achieved by word-of-mouth. An increased social media and virtual presence, along with increased website interaction capacity, will better support recruitment.

Describe plans to alleviate barriers to engagement and participation. Outreach and retention plans should include consideration of community context such as Youth with the potential to be underrepresented in programming such as young men or Youth of color.

While our branches are located in neighborhoods experiencing economic disadvantages, lack of transportation can still be a barrier to access for many families. Our Mobile Clubhouse program allows us to take the Club Experience to youth in their communities. Our youth development professionals are utilizing our custom design RV and our fleet of Club buses to set up Club programming in select under-resourced neighborhoods to ensure that kids who cannot attend the Club in person have access to Club programs and services.

Describe accessibility of programming to Youth. Applicant must offer programming at times and places that meet the needs of local Youth.

BGCGTC Clubs and programs are offered Monday through Friday from 3:00 p.m. to 6:30 p.m. during the school year and 7:30 a.m. to 6:00 p.m. during the summer. Our Branches are located within the neighborhood and are easily accessible by walkers and car riders. Bus transportation is provided from select community schools during the school year.

Describe how transportation needs will be met. Address any Youth transportation barriers or needs, and how you will coordinate or provide transportation of Youth to participate in CYD program activities.

Shifts in program participation pose the most significant barrier. Outside extracurricular activities, especially for older youth, sometimes hamper their ability to consistently participate in the program. Bus transportation will be provided for youth from select community schools to the program site.

Describe how the program will assist in reducing juvenile delinquency or crime, how it will positively develop and enhance the lives of youth and their families, and what impact the program will have on the community.

The Club's comprehensive youth development strategy ensures that participants have a strong foundation for future success. Part of the Club's mission of providing enriching programs for youth from disadvantaged circumstances is to help youth develop the qualities needed to become responsible citizens. If young people perceive school and educational attainment as important, they are more likely to achieve academic success. As youth continue to succeed in the classroom, they will have increased opportunities for post-secondary education and/or workforce opportunities. Supporting youth and teens with establishing goals and developing plans for success positions staff as mentors who can help support and encourage Club members toward achievement. Academic proficiency and educational achievement have direct implications to affect juvenile delinquency. Observing and practicing the social-emotional "soft skills" complements academic achievement and can lead to employability, exploring career options, and engaging in programmatic experiences that prepare youth to learn and work beyond high school. Incorporating the 40 Developmental Assets into every program and or activity will also ensure youth are developing internal and external strengths and supports that will lead to future success. Young adolescents need positive group experiences to help them cultivate good character and effective leadership skills so they can become civically engaged and caring citizens. Adolescents and teens who have an increased awareness of community issues, exposure to community service, and opportunities to make leadership decisions, are more likely to foster lifelong civic engagement, graduate high school, and have broader employment opportunities. Participation and engagement within communities that one identifies as their own directly impact juvenile delinquency.

The program serves youth who may: (1) be influenced by gangs and criminal activity; (2) have low school attendance, poor academic performance, or have dropped out of school; (3) lack the skills and/or means to secure employment; (4) be involved with illegal drug/alcohol use and premature sex; and (5) have low self-esteem and associated lack of community connection. The key to changing the future for these youth is to provide educational and social programs that address their needs. In keeping with the CYD vision, the Club offers a holistic approach to reducing juvenile criminal behavior and assisting youth in improved academic performance.

Describe any established community partners (including program sites, Youth referrals, special events, etc.).

Boys & Girls Clubs of Greater Tarrant County maintains relationships with other youth-serving organizations to help ensure that youth receive the maximum benefit from all services available. The Fort Worth and Arlington Independent School Districts and local juvenile justice authorities are two important relationships. The Club has cooperative agreements with the Fort Worth Public Library, Read Fort Worth, the City of Fort Worth and Arlington Police Departments, Tarrant County Public Health, and multiple colleges and universities. Other supporters include: BNSF, Kiwanis Club, TTI, Fidelity Investments, Ernst & Young, Charles Schwab, All Saints Catholic Church, Olympus, and Buffalo Wild Wings, all of whom collaborate with BGCGTC for special events. These relationships bring in resources such as experiences, special event support, supplies, volunteers, and other services.

Describe the procedures or processes for enrollment, including how a Youth's eligibility will be assessed. Include information on any screening and assessment instruments your program will use to determine eligibility, needs, and strengths. Include details on the completion of CYD forms and action plans. Include your process for obtaining a new

CYD Data Authorization Form annually for each Participant. Include your process for completion of Developmental Assets Profile (DAP) pre-surveys for Youth ages 10-17 years old.
BGCGTC will utilize client meetings, family meetings, and pre-screenings for intake and assessment. BGCGTC follows HHSC regulations for CYD reporting. CYD Registration forms will be obtained from all youth entering the program and annually. Staff will complete CYD Eligibility for Program Participation forms by gathering information from all available sources. Outcome surveys will be obtained from youth according to HHSC requirements. Moving to an online registration process allows for increased efficiency and communication with parents.
List any additional assessment tools or surveys that will be utilized during programming (e.g. curriculum surveys, organizational surveys, etc.).
BGCGTC will follow all HHSC policies and procedures and utilize all assessment tools or surveys provided. Developmental Assets Profile will be used for all CYD pre/post surveys. Pre-surveys will be completed by all youth when entering the program or at the beginning of each fiscal year. Post-surveys will be completed when youth exit the program or at the end of the school year or summer. Program Experience Surveys will be completed for youth closed or exiting the program. BGCGTC program staff will utilize the following pre- or post-assessments and surveys during the program: NYOI (BGCA- National Youth Outcomes Initiatives Survey) Project Learn Pre-Post Test 40 Developmental Assets Profile Survey
Outline retention plans. If incentives will be used to support retention, describe plans for incentives, including the types of incentives to be provided, the intervals in the program at which the incentives will they be given, and what added benefit the incentives provide to the client.
Participants will be retained in the program by helping them form bonds with caring staff members, develop a sense of pride in themselves, identify optimal activities, and increase their academic success and future prospects. All of these aspects will help renew participants' pride and confidence in their community. Developing branch-level CQI plans supports staff in forming strategies that promote and track club experience outcomes. High achievement in outcomes supports increased member retention.
Describe how Youth are referred to other needed supports when a Participant would benefit from additional programming or supports or when program is at capacity. Include how referrals to other programs or providers are documented, tracked, and supported.
The referral process starts once a staff member identifies a concern regarding the member's progress or situation. A parent meeting will be scheduled to discuss strategies or options for additional support or services to address the youth's needs. When necessary, the discussion is elevated to the administrative level with the Tarrant County Regional Vice President of Tarrant County and Chief Operations Officer. Once referrals are made, program staff follows up periodically to check the status and offer support as needed. In the event that the program is at capacity and a referral is made to another program, the program staff may ask that the parent follow up with them to ensure they gain access to the services they need.
Describe Participant activity documentation system(s), processes, and procedures. Include a description of how documentation is maintained and utilized to support program activities, as well as information that will be required in Participant file or activity notes.
The Branch Director CYD is responsible for all documentation and will identify Youth Program Specialist and designated Youth Development Specialist(s) to help manage all CYD-related tasks to ensure program documentation is completed. Program attendance and participation are recorded using our electronic database daily. Staff follows a data collection and reporting process designed to protect the confidentiality of members and identify program effectiveness. All participating youth will have an individual case file that is kept secure. Files may include intake forms, report cards, pre-and post-tests, etc. Staff will also track, monitor, and report performance measures as

outlined by the grant contract. Utilizing effective procedures and systems and the various programs available for members in conjunction with the Mentoring Youth At-Risk Program will position the Club to implement the program successfully. The Mentoring Youth At-Risk Program is designed for at-risk youth in Fort Worth, ages 6-18, to participate in site-based and virtual/distance group and individual mentoring activities on a weekly basis for one year. The goal of the Mentoring Youth At-Risk Program is to provide youth with positive adult interaction that exposes them to new experiences and people from various walks of life, fosters increased confidence and self-esteem and encourages career, education, personal, and social growth. The ultimate goal of participation is to help at-risk youth grow into productive citizens who possess critical skills to make healthy choices and reach their full potential. Staff will document CYD-related activities in a very similar manner that is currently done with the Mentoring Youth At-Risk Program.

Describe how program completion for Participants will be determined, as well as processes and procedures for Participant closure and any follow-up. Include details of Participant closure documentation, Developmental Assets Profile (DAP) post-surveys, and administration of the Program Experience Survey.

BGCGTC follows HHSC regulations for CYD reporting and case closure. The Branch Director CYD, Youth Program Specialist, and designated Youth Development Specialist(s) are required to complete all of these tasks as appropriate. Closeout activities include post-surveys, assessments, and file reviews. If a participant is transitioned out of the program, staff will review the participant's file and service history to determine if any referrals should be made. The staff will meet with parents if able to inquire about any additional service needs and make appropriate referrals to outside agencies. The staff will review with parents any ongoing services that need follow-up.

Outline plans to sustain programming beyond the five-year Period of Performance.

Prior to the end of the grant period, the Board and staff will pursue funding to ensure the program's continuation. Other funding sources, such as federal, state, and private foundation grants, are periodically available within our local area and target population. The Club has a successful track record in applying for and being awarded government funds. Current contracts are held with the U.S. Department of Education, Texas Department of Health and Human Services (multiple contracts), Office of the Governor-Criminal Justice Division, City of Fort Worth (multiple contracts), City of Arlington (multiple contracts), and Tarrant County (multiple contracts). The Club has demonstrated the ability to manage a wide variety of government-funded projects.

Are program offerings listed on 2-1-1 current?

☒ **YES or** ☐ **NO**

ORGANIZATIONAL COMPETENCE

Describe strategies program will use in acknowledging and respecting the diversity of Youth and Families, including their cultural traditions, languages, values, socio-economic status, family structures, sexuality, gender identification, religion, individual abilities and other aspects.

Because Cultural Arts and Youth in Unity, a diversity awareness program, are a component of the program, staff are aware of the importance of integrating themes of cultural understanding, diversity, and sensitivity into various activities. Staff working in the branches receive cultural competency training yearly and have the opportunity to receive additional diversity training as it becomes available throughout the year. Staff further integrates principles of empathy, understanding, and diversity in all activities. A multicultural staff also serves as role models of positive interpersonal interactions. The Club fosters cross-cultural communication and acceptance among participants and staff. While the majority of the program staff at the NFW branch are Hispanic and bilingual, the Club believes it is vital to have an ethnically diverse staff so that youth may be exposed to and interact with different cultures and ethnicities. The

organization has adopted policies on accommodation and inclusion to ensure every youth has an opportunity to access the Club experience. The Club ensures that the program components and materials are culturally diverse and relevant. Additionally, the Club provides many opportunities for youth to participate in cross-cultural activities (including Dieciséis de Septiembre, Juneteenth, Black History Month, Cinco de Mayo, Multicultural Fairs, etc.).

Describe diversity within organizational leadership and plans to increase diverse backgrounds and demographics of board members or other leadership during the grant period.

BGCGTC recognizes the importance of equity in our efforts to achieve equality for our staff, members, and in our communities. The Executive Leadership Team consists of four women and two men, while our Senior Leadership team consists of three women and two men. We employ an ethnically diverse program staff to ensure the staff is representative of the youth being served.

Our intentional efforts to build a diversified board of directors, senior leadership team, and program staff reflective of the community we serve directly align with our desire to ensure a broad range of voices and perspectives that serve as representatives for the organization.

In the fall of each year, our Board Governance Committee evaluates the composition of the Board of Directors, its performance, and areas of growth to diversify the board in skills, ethnicity, genders, and cultures. We completed this activity most recently in April 2024 and set our recruitment priorities for the year. We also aim to build an inclusive board and completed an in-depth board experience survey, which 82% of board members completed in February 2023. This survey, completed by a third party, helps to inform the strengths and opportunities for supporting our board members' experiences, especially as they relate to their demographic profiles.

The same commitment to racial and ethnic inclusion is given to hiring and training staff. Boys & Girls Clubs of Greater Tarrant County is committed to promoting a safe, positive, inclusive environment for all, regardless of ability, identity, belief, age, and cultural background. We respect and value diverse life experiences and believe everyone should have equal opportunities to reach their full potential. We do this by assessing employee experience through Gallup's Q12 survey. This survey provides information on the quality of staff's experience and is being analyzed for meaning and action relative to various demographic factors.

As we continue our efforts to become a more inclusive organization that serves families through a lens of advocacy, social justice, and community change, we must learn and address factors that could disrupt our ability to authentically connect with those we serve and those that we serve alongside. All BGCGTC staff complete training and hold intentional dialogue around Unconscious Biases that help us to make sure we are developing our teams to unlearn bias and racism and ensures our work matches our words. Our training program is designed for the year and includes many opportunities for individuals to learn and connect with others. These intentionally designed learning events provide staff with tools, information, and hands-on activities that help them support each other, themselves, and our youth more effectively on our way to being an inclusive organization.

Board Recruitment is a year-round process in which names and qualifications of prospective board members are forwarded to the Board Governance Committee for review and follow-up actions. To determine the board's membership needs, a needs assessment is conducted with existing board members to assess the expertise needed to fill a vacancy and what present members can provide the organization. Current make-up of the board is as follows: 67% Male, 33% Female; 69% White, 13% Black, 11% Hispanic, 5% Multiracial, and 2% chose not to answer. Diversifying the Board to be more reflective of the community we serve is critical to the organization. The Board Governance Committee sets strategic goals for recruitment each year, specifically recruiting new board members to reach those goals with intentionality to diversify the membership.

PROJECT STRUCTURE & STAFFING
Family Support Services (FSS) programs for which the organization is currently receiving funding:
CYD
Describe the staffing structure for the project. Describe qualifications for administrator(s), supervisor(s), staff working directly with program Participants. Describe intentional recruitment of staff with diverse backgrounds and experience supporting Positive Youth Development.
Under the direction of the Branch Director CYD, Program staff (Youth Program Specialist, Music & Youth Coordinator, and Youth Development Specialists) will implement the Juvenile Crime Prevention program activities and experiences for Club members. The Senior Director of Operations and Regional VP of Tarrant County will provide supervision and support as needed. The Senior Director of Grant Management ensures program quality, contract compliance, and billing. All staff must be at least 18 years of age, have a High School Diploma or GED, and one year of experience working with youth. Most full-time positions require a Bachelor's degree in recreation, behavioral sciences, education, administration, or related fields. A minimum number of years working with children and adolescents, with at least one year of program management experience, preferably designing and implementing programs for youth or teens. Additional experience supervising staff may be required for specific leadership positions. Part-time positions require experience working directly with youth, successfully meeting training and other requirements during the 90-day performance orientation period. BGCGTC works to intentionally recruit staff with diverse backgrounds and experiences to support positive youth development by employing several strategies in our hiring and recruitment practices. Our hiring practices consist of staff hiring incentives, which encourage our team of professionals to recruit others who would fit in well with our culture and values; interview questions pertaining to specific issues related to the needs and experiences of youth and teens; recruitment efforts for targeted populations with similar or shared experiences; and connections to the communities served by the Club.
Describe supervision structure. Detail plans for administrative, clinical, and reflective supervision for staff.
BGCGTC employs several supervision models for staff: • Administrative supervision occurs regularly between the Branch Director CYD and program staff to promote professional development including skills, knowledge, processes, and responsibilities. • Clinical supervision occurs as needed, or at least annually, with the Senior Director of Operations and/or Regional VP of Tarrant County and Branch Director CYD. • Reflective supervision occurs regularly and involves program staff, the Branch Director CYD, and Regional VP of Tarrant County. It may involve members and parents sharing their thoughts and experiences as well. This is often done as a "pulse check" activity at least once during the program cycle.
Indicate whether volunteers or interns will be used. If so, please specify tasks or duties, minimum qualifications, trainings, and supervision structure.
Volunteers and interns will not be used to implement the program.
Describe plan for maintaining required activities during vacancies and staff transitions. Include tangible plans for program oversight; program delivery; recruitment and outreach; sustainment of relationships; and community and systems-level strategy.
The Branch Director CYD and administrative support team will work together to ensure consistency and continuity in the face of staff transition.

Human Resources staff ensures that recruitment for vacancies occurs quickly after staff turnover. Open positions are advertised locally and nationally through various job posting services. New hires must go through new hire orientation and job shadowing to learn about the organization and program implementation. Staff must attend periodic training throughout the year to ensure they are up to date on all innovations and best practices in program delivery.

Describe your organization's policies and procedures for reviewing case files for quality and completeness.

It is standard procedure for staff to complete an audit of member's case files at the end of each month. Staff reviews forms and documents for accuracy and completeness before transferring any written information into the electronic database. The Branch Director CYD and Senior Director of Grant Management oversee the monthly audit.

Describe your process for tracking all training for staff, and the position(s) responsible for tracking.

The Branch Director CYD is responsible for tracking staff training and recording it appropriately. Once training is assigned, it is communicated to staff via email and/or calendar invite with an expected completion deadline. Once the training is completed, staff must forward copies of certifications or other proof of participation to the Branch Director CYD, as well as the training@bgcgtc.org website. Human Resource professionals monitor the website and maintain the certificates in staff files.

List the training your staff will receive as part of your training plan. In addition to evidence-based training requirements (if applicable), list any specialized trainings you anticipate providing to staff (e.g. cultural humility, cultural competency, mental health first aid, etc.). Please add additional rows as needed. See Training Requirements in Section 3.4 of the RFA.

Training Type/Title	Staff Roles Receiving	Training Process	Timeframe
Type: New Employee Orientation **Title:** New Employee Orientation	All Staff	☐ In-person by program model ☐ In-person consultant ☒ By supervisor/staff ☐ Webinar ☐ Self-guided	First 3 days
Type: New Hire Orientation **Title:** New Hire Orientation	All Staff	☐ In-person by program model ☐ In-person consultant ☒ By supervisor/staff ☐ Webinar ☐ Self-guided	First 90 days
Type: New Hire or Annual Orientation **Title:** CYD Orientation	Branch Director CYD Youth Program Specialist CYD	☐ In-person by program model ☐ In-person consultant ☐ By supervisor/staff ☐ Webinar ☐ Self-guided ☒ CYD Project Manager	Upon Hire and Annually
Type: New Hire **Title:** CPR/First Aid	All Staff	☐ In-person by program model ☒ In-person consultant ☐ By supervisor/staff ☐ Webinar ☐ Self-guided	First 90 days
Type: Cultural Humility	All Staff	☐ In-person by program model	Annually

Title: Cultural Humility		☒ In-person consultant ☐ By supervisor/staff ☒ Webinar ☐ Self-guided	
Type: Youth development **Title:** Pre- Summer Shutdown (includes child abuse & neglect, First-aid/CPR, YPQA- Methods Training, positive youth development training, Project Learn training, 40 Developmental Assets training, etc.)	All Staff	☐ In-person by program model ☒ In-person consultant ☒ By supervisor/staff ☐ Webinar ☒ Self-guided	Prior to summer program implementation
Type: Youth development **Title:** Post- Summer Shutdown (Includes child abuse & neglect, First-aid/CPR, YPQA- Methods Training, positive youth development training, Project Learn training, 40 Developmental Assets training, etc.)	All Staff	☐ In-person by program model ☒ In-person consultant ☒ By supervisor/staff ☐ Webinar ☒ Self-guided	Prior to school year program implementation

DATA & DATA USE

Please briefly describe the quality assurance processes that will be utilized for this Grant Agreement

Describe how your agency will use data to identify ongoing client and community needs and inform ongoing program improvement.

BGCA has partnered with the David P. Weikart Center for Program Quality to develop a CQI system specifically for Clubs, based on the Weikart Center's evidence-based Youth Program Quality Intervention.

Continuous Improvement Cycle:
The process of implementing a quality Club Experience is a year-round, ongoing effort. We must collect and analyze data to inform needed changes so that quality is consistent across our operations and programming, as well as from Club site to Club site.

A Continuous Improvement Cycle is an ongoing feedback loop that includes gathering information, making decisions, implementing strategies, assessing how well they work, and then adjusting or trying new strategies based on the results. The cycle is a team-based process with significant opportunities for all Club staff to actively participate and contribute input. The cycle contains three steps: (1) Assessment, (2) Action planning, and (3) Execution.

<u>Assessment</u>
Boys & Girls Club of Greater Tarrant County will conduct a thorough assessment of operations and programs to determine the effectiveness of the Club Experience it offers youth. This assessment will include both staff input and member feedback to produce a comprehensive record of how well our organization implements the Five Key Elements of Youth Development. The assessment will also help us determine gaps in program and activity offerings to help us

serve more youth more often. The assessment phase will include: (1) Establish Baseline Data, (2) Data Review and Comparisons, (3) Identification of Key Improvement Areas, and (4) Selection of Staff Practices to Influence the Club Experience. BGCGTC will utilize the Youth Program Quality Assessment tool, National Youth Outcomes Initiative Survey, and other internal assessment tools to complete regular assessments of all programs and special projects.

Action Planning
The staff team will create an Action Plan to improve the operations and programming at our organization with the goal of increasing quality across sites.

Execution
Our success in building a better Club Experience will depend on our ability to monitor the effectiveness of selected strategies. We will routinely re-assess how well our improvement strategies and tactics are working and adjust accordingly. The execution phase will include the following key components: (1) Program Quality Assessment, (2) Process and Monitoring Plan, (3) Technology Purchases/Upgrades, (4) New Staff Positions, (5) Facility Changes/Upgrades, (6) New Program Resources, and (7) Creation of Success Metrics.

GRANT ADMINISTRATION

Describe how you will effectively administer the grant to ensure that contractual deadlines are met and that the budget is appropriately managed.

Boys & Girls Clubs of Greater Tarrant County has an established process for grant implementation and compliance. Once funding is awarded, the contract is reviewed, and an individual implementation plan is created with a team of staff, which includes our Programs Director, Finance Director, Grants Director, and Advancement Team. This cross-functional
team meets on an ongoing basis to track and monitor outcomes, spending, and other obligations to ensure the grant is on track for successful completion by ensuring that all requirements and obligations are met and standards and guidelines are adhered to.

Spending is tracked via a three-person checks and balance process as follows:
Person A- prepares billing for the finance department
Person B- audits the billing and signs off
Person C- submits the request for reimbursement

The Club is required to undergo a single audit each year. The Club has received an unmodified opinion (cleanest opinion given) from our independent auditors every year. The auditors have qualified us as a low-risk auditee. No deficiencies or weaknesses were found.

Describe the quality assurance procedures you have in place.

BGCGTC has created an Internal Control & Procurement Policies and Procedures Manual which covers our quality assurance procedures.

LOG OF ATTACHMENTS

Add additional rows as needed

Name of attachment	Provided	Notes:
Attachment D-1: YLD Scope and Sequence	☐ YES or ☒ NO	

Attachment D-2: PEI Evidence-Based Ranking Tool	☒ YES or ☐ NO	
Attachment D-3: Agency Org Chart	☒ YES or ☐ NO	
Attachment D-4: CYD Program Chart	☒ YES or ☐ NO	
Attachment D-5: CYD Job Descriptions	☒ YES or ☐ NO	

40 DEVELOPMENTAL ASSETS	
EXTERNAL ASSETS	
Support	Family support Positive family communication Other adult relationships Caring neighborhood Caring school climate Parent involvement
Empowerment	Community values Youth Youth as resources Service to others Safety
Boundaries & Expectations	Family boundaries School boundaries Neighborhood boundaries Adult role models Positive peer influence High expectations
Constructive Use of Time	Creative activities Youth programs Religious community Time at home
INTERNAL ASSETS	
Commitment to Learning	Achievement motivation School engagement Homework Bonding to school Reading for pleasure
Positive Values	Caring Equality and social justice Integrity Honesty Responsibility Restraint
Social Competencies	Planning and decision-making

	Interpersonal competence Cultural competence Resistance skills Peaceful conflict resolution
Positive Identity	Personal power Self-esteem Sense of purpose Positive view of personal future

Attachment Q-2: Form 2030, Budget Information Form

Health and Human Services Commission

Form 2030 FSS

Revised May 2024

Budget for Purchase of Service Contracts

2030 SUMMARY		
Grantee:	Tarrant County	
Subgrantee:	Boys & Girls Club of Greater Tarrant County	
Contract #:	1111S000841700005	
Agency Account ID:	24821479	
Funding Period:	9/01/2025 to 8/31/2026	
HHSC DEP ID #:	16CYDGRL	
FSS Program:	Community Youth Development (CYD)	
	Original Approved 2030	

Cost Categories	(A.) Reimbursable	(B.) Other (Cost Sharing)	(C.) Program Total
(1A) Personnel-Salaries	$81,112.16	$118,262.32	$199,374.48
(1B) Personnel-Fringe Benefits-by Employee	$6,205.09	$8,753.58	$14,958.67
(1C) Personnel-Fringe Benefits-by Type	$0.00	$0.00	$0.00
(2) Travel	$0.00	$0.00	$0.00
(3) Supplies and Controlled Assets	$0.00	$0.00	$0.00
(4) Capital Equipment (greater than $5K)	$0.00	$0.00	$0.00
(5) Other Costs	$0.00	$0.00	$0.00
Direct Costs Total	$87,317.25	$127,015.90	$214,333.15
Indirect Costs Total	$0.00	$0.00	$0.00
TOTAL	**$87,317.25**	**$127,015.90**	**$214,333.15**

Program Allocation	41%	59%	100%

Certified By (signature):	Daphne Burks Stigliano
Name:	Daphne Stigliano
Title:	CEO and President
Date:	08/14/25

FY2026 Contract Budget

Contractor: **Boys & Girls Clubs of Greater Tarrant County**
HHSC DEPID #: 24821479
FSS Program: Community Youth Development (CYD)
Total HHSC Contractual Obligation: **$87,317.25**
Total Cost Sharing: **$127,015.90**
Funding Period: 9/01/2025 to 08/31/2026

Contract #: HHS000841700005
Budget Preparer: Jean Goodwin-Grisham
CertifyingApprover: Daphne Barlow Stigliano

PERSONNEL - SALARIES	HHSC Contract Budget	Methodology for Contract Budget Narrative	Cost Sharing Budget	Methodology for Cost Sharing Budget Narrative	FTE Allocations: Total Salary	FTE	% Time Allocated to HHSC Contract	% Time Allocated to Cost Sharing	Number of months on contract	Direct Service or Admin?
Branch Director (FTE)	26,461.35	Salary: $4,900.25/month @ 45% CYD time x 12 months = $26,461.35. Role Description: Recruitment and outreach, program facilitation, schedules, reports, supervisor, trainer, performance management and reviews, and compliance reviews. Responsible for CYD reports, events, and monthly desk reviews.	32,341.65		$ 58,803.00	1.00	45.00%	55.00%	12	Direct Service
Youth Program Specialist (FT)	18,815.94	Hourly: $21.93/hour = $3,801.20/month @ 41.25% CYD time x 12 months = $18,815.94. Role Description: Assist in planning, implementing, and organizing branch programs. Assists with CYD reports, events, and monthly desk reviews as needed.	26,798.46		$ 45,614.40	1.00	41.25%	55.00%	12	Direct Service
Music & Youth Coordinator (FT)	18,245.76	Hourly: $21.93/hour = $3,801.20/month @ 40% CYD time x 12 months = $18,245.76. Role Description: Assist in planning, implementing, and organizing the Music & Youth program.	27,368.64		$ 45,614.40	1.00	40.00%	55.00%	12	Direct Service
Youth Development Specialist #1 (PT)	6,579.02	Hourly: $15.30/hour = $1,370.63/month @ 40% CYD time x 12 months = $6,579.02 Role Description: Assist in planning, implementing, and organizing branch programs.	9,868.54		$ 16,447.56	1.00	40.00%	60.00%	12	Direct Service
Youth Development Specialist #2 (PT)	6,579.02	Hourly: $15.30/hour = $1,370.63/month @ 40% CYD time x 12 months = $6,579.02 Role Description: Assist in planning, implementing, and organizing branch programs.	9,868.54		$ 16,447.56	1.00	40.00%	60.00%	12	Direct Service
Youth Development Specialist #3 (PT)	4,431.07	Hourly: $15.30/hour = $1,370.63/month @ 26.9406% CYD time x 12 months = $4,431.07. Role Description: Assist in planning, implementing, and organizing branch programs.	12,016.49		$ 16,447.56	1.00	26.94%	74.00%	12	Direct Service
Total	$ 81,112.18		$ 118,282.32		$ 199,374.48					

FRINGE by EMPLOYEE	HHSC Contract Budget	Methodology for Contract Budget Narrative	Cost Sharing Budget	Methodology for Cost Sharing Budget Narrative	Total Fringe per Employee	FTE	% Fringe Allocated to HHSC Contract	% Fringe Allocated to Cost Sharing	Number of months on contract	Fringe % of Salary
Branch Director (FTE)	2,024.29	$58,803.00 Branch Director Salary @ 7.65% FICA= $4,498.43 @ 45% CYD	2,474.14		$ 4,498.43	1.00	45.00%	55.00%	12	0.00%
Youth Program Specialist (FT)	1,439.42	$45,614.40 YPS Salary @ 7.65% FICA = $3,489.50 @ 41.25% CYD	1,919.23		$ 3,489.50	1.00	41.25%	55.00%	12	0.00%
Music & Youth Coordinator (FT)	1,395.80	$45,614.40 Music and Youth Coordinator Salary @ 7.65% FICA = $3,489.50 @ 40% CYD	1,919.23		$ 3,489.50	1.00	40.00%	55.00%	12	0.00%
Youth Development Specialist #1 (PT)	503.30	$16,447.56 YDS Salary @ 7.65 FICA = $1258.24 @ 40% CYD = $503.30	754.94		$ 1,258.24	1.00	40.00%	60.00%	12	0.00%
Youth Development Specialist #2 (PT)	503.30	$16,447.56 YDS Salary @ 7.65 FICA = $1258.24 @ 40% CYD = $503.30	754.94		$ 1,258.24	1.00	40.00%	60.00%	12	0.00%

Youth Development Specialist #3 (PT)	338.98	$16,447.56 YDS Salary @ 7.65 FICA = $1,258.24 @ 26.9406% = $338.98	931.10		$ 1,258.24	1.00	26.94%	74.00%	12	0.00%
Total	$ 6,205.09		$ 8,753.58		Total Fringe % (of Salary)		7.65%	10.79%		

FRINGE by TYPE of BENEFIT	HHSC Contract Budget	Methodology for Contract Budget Narrative	Cost Sharing Budget	Methodology for Cost Sharing Budget Narrative	Total Fringe for HHSC Program Benefits	% Fringe Allocated to HHSC Contract	Fringe Allocated to Cost Sharing	
Social Security (FICA)		All fringe costs are allocated to FICA - please see above for detail.				0.00%	0.00%	
State Unemployment Tax Act (SUTA)	-		-		$ -	0.00%	0.00%	
Retirement	-		-		$ -	0.00%	0.00%	
Insurance- Medical	-		-		$ -	0.00%	0.00%	
Insurance- Dental	-		-		$ -	0.00%	0.00%	
Insurance- Vision	-		-		$ -	0.00%	0.00%	
Insurance- Worker's Compensation	-		-		$ -	0.00%	0.00%	
Insurance- Unemployment	-		-		$ -	0.00%	0.00%	
Short-Term Disability	-		-		$ -	0.00%	0.00%	
Long-Term Disability	-		-		$ -	0.00%	0.00%	
Life Insurance	-		-		$ -	0.00%	0.00%	
Other Fringe	-		-		$ -	0.00%	0.00%	
Total	$ -		$ -			0.00%	0.00%	Total Fringe % (of Salary)

TRAVEL	HHSC Contract Budget	Methodology for Contract Budget Narrative	Cost Sharing Budget	Methodology for Cost Sharing Budget Narrative
Mileage	-		-	

Airfare	-		-	
Meals	-		-	
Lodging	-		-	
Miscellaneous Transportation	-		-	
Total	$ -		$ -	

SUPPLIES and CONTROLLED ASSETS	HHSC Contract Budget	Methodology for Contract Budget Narrative	Cost Sharing Budget	Methodology for Cost Sharing Budget Narrative
Office Supplies	-		-	
Program Curriculum	-		-	
Outreach Materials/Program Literature	-		-	
Technology (controlled assets)	-		-	
other supplies and controlled assets	-		-	
Total	$ -		$ -	

CAPITAL EQUIPMENT (greater than $5K)	HHSC Contract Budget	Methodology for Contract Budget Narrative	Cost Sharing Budget	Methodology for Cost Sharing Budget Narrative
	-		-	
	-		-	
	-		-	
Total	$ -		$ -	

OTHER	HHSC Contract Budget	Methodology for Contract Budget Narrative	Cost Sharing Budget	Methodology for Cost Sharing Budget Narrative

Other	-		-	
Total	$ -		$ -	

SUBTOTAL Excluding Subgrantees	HHSC Contract Budget	Methodology for Contract Budget Narrative	Cost Sharing Budget	Methodology for Cost Sharing Budget Narrative
	$ 87,317.25		$ 127,015.90	

INDIRECT COSTS	HHSC Contract Budget	Methodology for Contract Budget Narrative	Cost Sharing Budget	Methodology for Cost Sharing
0.00%	-		-	
Indirect Cost Rate adjustment	-		-	
Total	$ -		$ -	

Debarment/Suspension Certification indicating that you are in compliance with the below Federal Executive Order.

Debarment:
Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Daphne Barlow Stigliano (Name)
Boys & Girls Clubs of Greater Tarrant County (Company)
3218 East Belknap Street (Address)
Fort Worth, Texas 76111 (Address)
L3SHRFHMZPY5 (Unique Entity ID)

PHONE 817-834-4711 -- FAX N/A
EMAIL daphne@bgcgtc.org

Daphne Barlow Stigliano Signature 08/14/25 Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2025-1349739

Date Filed:
08/13/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Boys & Girls Clubs of Greater 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.
Community Youth Development (CYD)

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.
HHS000841700005
Provide positive youth development programming in underserved communities across Tarrant County.

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. [X]

6 UNSWORN DECLARATION

My name is Daphne Barlow Stigliano, and my date of birth is 10/1/75.

My address is 9852 Broiles Lane, Fort Worth (city), TX (state), 76244 (zip code), USA (country).

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

Executed in Tarrant County County, State of Texas, on the 14 day of August (month), 2025 (year).

Daphne Barlow Stigliano
Daphne Barlow Stigliano (Aug 13, 2025 09:03:27 AKDT)

Signature of authorized agent of contracting business entity
(Declarant)

Attachment Q-5: Federal Award Information Form

1	Subrecipient Name	Boys & Girls Clubs of Greater Tarrant County
2	Subrecipient Unique Entity ID	L3SHRFHMZPY5
3	Federal Award Identification Number (FAIN)	2401TXFPSS
4	Federal Award Date	TBD
5	Subaward Period of Performance Start and End Date	10/1/2023-9/30/2025
6	Amount of Federal Funds Obligated by This Action	$525,000.00
7	Total Amount of Federal Funds Obligated to the Subrecipient	$87,317.25 The exact amount of federal funding will be determined by HHSC at the end of the fiscal year.
8	Federal Award Project Description, as required by FFATA	Promoting Safe and Stable Families
9	Name of Federal Awarding Agency	U.S. Department of Health and Human Services
10	Pass-Through Entity	HHSC/Tarrant County
11	Contact Information for Awarding Official	Tarrant County 100 E. Weatherford Fort Worth, TX 76196-0001
12	CFDA Number and Name	93.556/State
13	Identification if the Award is R&D	N/A
14	Indirect Cost Rate	N/A

Attachment Q-6

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: Community Youth Development (CYD), Contract (Grant) Number HHS000841700005, Agency ID: 24821479 [Enter description of contract above]

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 by87th 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 is does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

CERTIFIED by:

Daphne Buiton Stigliano _____ Signature of Certifying Person

Daphne Stigliano _____ Printed Name of Certifying Person

CEO and President _____ Title of Certifying Person

Boys & Girls Clubs of Greater Tarrant County _____ Name of Vendor Company/Organization

Aug 14, 2025 _____ Date Certified

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 62
Department:	**Prepared By:** Gary Collins, Contracts Specialist	**Approved By:** Gary Collins, Contracts Specialist

SUBJECT:

Consideration of the Community Service Provider Contract with Camp Fire First Texas for the Provision of Teens in Action Program Services through the Texas Health and Human Services Commission Family Support Services Community Youth Development Program

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the Community Service Provider Subrecipient Contract with Camp Fire First Texas (CFF) for the provision of Teens in Action program services through the Texas Health and Human Services Commission (HHSC) Family Support Services (FSS) Community Youth Development (CYD) Program, #HHS000841700005.

BACKGROUND

Tarrant County Public Health (TCPH) receives annual grant funding from HHSC for the continuation of the CYD program. CYD provides support services to youth and their families with the goal of curbing juvenile crime in Tarrant County. These supports lead to strengthened connection, engagement, and contribution to the community. Grant funding provides assistance to FSS partners with community-based programs, providing a variety of opportunities to promote positive outcomes for children, youth, and families. Services are provided by sub-awards though reimbursements from the CYD program HHSC grant.

CFF Teens in Action program provides year-round support to middle and high school students to remain actively engaged in school, graduate and prepare for a promising future. Teens in Action combines small group meetings, field trips, community volunteering, and mentoring to promote commitment and follow through and inspire vision for the future. CFF has received HHSC FSS CYD Grant Program funding through Tarrant County since 1996.

On April 16, 1996, the Commissioners Court, through Court Order #74131, approved the original CYD Grant Contract with the Department of Family and Protective Services (DFPS) to curb juvenile crime in the 76106 and 76164 ZIP codes. Thereafter, renewals have been made to continue the program.

On August 17, 2021, the Commissioners Court, through Court Order #136109, approved the FY 2022-2026 Grant Contract with DFPS for the term of September 1, 2021, through August 31, 2026, for funding in an amount not-to-exceed $3,281,250.00 over the term of the contract. In addition, the service area for Tarrant County was expanded to include the 76112 and 76119 ZIP codes. This agreement serves as the base contract for which annual FY funding may be awarded through NOAs.

On September 5, 2023, the Commissioners Court, through Court Order #141638, approved FY 2024 Community Service Provider Subrecipient Contract with CFF for the provision of Teens in Action program services in an amount not to exceed of $76,506.03, with a term of September 1, 2023, through August 31, 2024.

On August 20, 2024, the Commissioners Court, through Court Order #141687, approved FY 2025 Community Service Provider Subrecipient Contract with CFF for the provision of Teens in Action program services in an amount not to exceed of $76,506.03, with a term of September 1, 2024, through August 31, 2025.

On September 1, 2024, the granting agency for CYD funds changed from DFPS to HHSC, and the program changed from PEI to FSS. This contract reflects the new granting agency of HHSC FSS with the same start date of September 1, 2024.

On October 15, 2024, the Commissioners Court through Court Order #144094, approved Amendment No. 1 to the FY 2025 Community Service Provider Subrecipient Contract with CFF for the provision of Teens in Action program services, the amount will be increased by $39,628.86, for a new not to exceed amount of $116,134.89, with a term of October 15, 2024, through August 31, 2025.

With approval of this subrecipient contract, Tarrant County will reimburse CFF an amount not to exceed $116,134.89 in FY 2026 FSS CYD Grant funding for the provision of Teens in Action program services as mentioned above. The funding period for the contract is September 1, 2025, through August 31, 2026.

The Criminal District Attorney's Office has reviewed this document as to form.

FISCAL IMPACT

Funds will be requested for FY2026 in the amount of $116,134.89.

This grant does not require matching funds, allows for indirect costs, and does not include an operating subsidy.

All associated costs to be paid from grant funds in Grant-2004 / F0040-2026 / 5100103000.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____
Auditor

Attachments

CF FY26 CYD SUBCONTRACT-signed by CF.pdf

THE STATE OF TEXAS

COMMUNITY SERVICE PROVIDER CONTRACT

COUNTY OF TARRANT

1. BACKGROUND

1.1 Texas Department of Family and Protective Services ("Texas Lead Agency") allocates funds for Community Youth Development services by distribution through a local lead agency.

1.2 Texas Lead Agency designates Tarrant County ("County") as the local Lead Agency.

1.3 County subcontracts with community-based service providers to deliver services in accord with the directives of Texas Lead Agency.

1.4 The 74th Regular Legislative Session, in House Bill 327, created the Community Youth Development Grant by adding Section 16 of Article 4413 (503), V.T.C.S..

1.5 The goal of the CYD program is to assist communities, identified by a high incidence of juvenile crime, in alleviating family and community conditions that lead to juvenile crime. In that effort, the County will subcontract with the Service Provider to provide youth and family services to the 76106, 76164, 76112 and 76119 communities.

2. PARTIES TO CONTRACT

Tarrant County ("County") and Camp Fire First Texas ("Service Provider") agree to the following terms and conditions of this contract.

3. SERVICE PROVIDER DUTIES

3.1 The Service Provider must provide services in accordance with the Project Work Plan (Attachment Q-1). Attachment Q-1 may not be amended without the written prior approval of the County.

3.2 County will conduct quarterly reviews of the work of the Service Provider. If the County requests, the Service Provider must provide a written Corrective Action Plan (CAP) detailing actions that will be taken to meet the deficiencies identified in the quarterly review.

3.3 Service Provider acknowledges receipt of a copy of the contract between the County and the Texas Lead Agency (Contract # HHS000841700005 / Agency ID # 24821479). Service Provider agrees to abide by all the terms of that contract that may in any way be applicable to it in its performance of its services.

3.4 Service Provider will cooperate fully in any review conducted by the County or its authorized representatives related to services provided under this contract. The County has the authority to monitor, inspect, assess, and review the fiscal, contractual, or program performance of the Service Provider, including all information related to any services provided under this contract or billed to the County. The Service Provider will remedy in a timely manner, any weaknesses, deficiencies, program noncompliance, or audit exceptions found as a result of a review by the County or its authorized representatives. Such remedy can include a refund of billed amounts or any other appropriate sanctions or penalties deemed necessary by the County. Acceptance of funds under this contract acts as acceptance of the authority of the County, Texas Lead Agency, State Auditor's Office, HHSC Office of Inspector General, or any successor agency, to audit or investigate the expenditure of funds under this contract.

4. TERM

The term of this contract will commence on September 1, 2025 and end August 31, 2026.

5. GOVERNING LAW

5.1 Governing Law and Venue. This Agreement shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Agreement will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in State Court.

5.2 In delivering services pursuant to this contract Service Provider must comply with applicable federal law and state law including the following:

A. Anti-Discrimination. Service Provider agrees to comply with state and federal anti-discrimination laws, including without limitation:
   1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
   2) Section 504 and 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   3) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
   4) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   5) Title IX of Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   6) Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.);
   7) DFPS's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this agreement.

B. The Service Provider agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion be excluded from participation in or denied any aid, care, service or other benefits provided by federal or state funding, or otherwise be subjected to discrimination.

C. Federal Financial Participation (FFP) requirements in accordance with Titles 45 and 48 of the Code of Federal Regulations (CFR) and federal circulars, as amended.

D. The Service Provider will comply with the Title VI of the Civil Rights Act of 1964, and its regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a Service Provider from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Applicable state and federal civil rights laws require Service Providers to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Service Provider agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. Service Provider also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate language other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

E. Service Provider will comply with Executive Order 13279, and its regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that

participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services will not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

F. Upon request, Service Provider will provide HHSC Civil Rights Office with copies of all of Service Provider's civil rights policies and procedures.

G. Service Provider must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to the address below.

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885

H. Health and Safety Code Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV).

I. Immigration Reform and Control Act of 1986 and any subsequent immigration laws related to employment verification and retention of verification forms for any individuals performing any labor or services under this contract; including The Immigration Act of 1990 and The Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") enacted on September 30, 1996.

J. All state and federal licensing and certification requirements and regulations prescribed by the United States Department of Health and Human Services and Texas Lead Agency.

K. All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.).

L. All mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued related to the Energy Policy and Conservation Act (Pub.L.94-163).

M. The Fair Labor Standards Act (FLSA) (29 U.S.C. §201 et seq.) regarding minimum wages, overtime pay, recordkeeping, and child labor.

5.3 To the extent applicable to this agreement and to the parties, Service Provider must:

A. Comply with HHS Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Award 45 CFR 75.

B. Comply with Office of Management and Budget (OMB) 2 CFR 200 – Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal

Awards, as well as 40 Texas Administrative Code (TAC) §§732.240-256 as applicable. Further, all contractors that are subrecipients and are state or local government entities, or are funded with federal block grants, are required to comply with the Uniform Grant Management Standards (UGMS), as applicable. School districts, colleges and universities, and special districts are excluded from UGMS compliance requirements. In the event of any conflict or contradiction between or among the regulations referenced in this contract term, the regulations will control in the following order of precedence: 45 CFR, Part 74; 2 CFR 200; UGMS; and 40 TAC §§732.240-256. Service Provider agrees that funds requested in this contract will not be used to replace federal, state or local funding.

C. Comply with 42 U.S.C. §675(4) (Foster care maintenance payments must be expended for items that are provided by foster parents and facilities).

D. Pay applicable state, local, or federal excise taxes. The Service Provider must be able to demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. The Service Provider must comply with all Federal and State tax laws and withholding requirements. The County will not be liable to the Service Provider or its employees for any Unemployment or Workers' Compensation coverage, or Federal or State withholding requirements. The Service Provider will indemnify the County and pay to the County all costs, penalties, or losses caused by the Service Provider's breach of this section.

E. Service Provider has an affirmative duty to remain in compliance with applicable franchise tax requirements. If the Texas Comptroller of Public Accounts (CPA) designates the Service Provider to be forfeited from doing business in the State of Texas, the contract will terminate effective on that date. Service Provider agrees that should the Texas Comptroller of Public Accounts (CPA) ever place the Service Provider on "vendor hold," then the County will apply all payments under this contract directly toward eliminating any of the Service Provider's debts or delinquencies to the State of Texas.

F. FFATA Reporting. Service Provider must report to the County the data elements required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) and listed in 1.27.9 if Service Provider is a Subrecipient. No direct payment will be made to Service Provider for providing any reports required under these provisions, as the cost of producing such reports will be deemed included in the Contract price. The reporting requirements in 1.27.9 are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes will be automatically incorporated into this Contract and shall become part of Service Provider's obligations under this Contract. The County may provide written notice to Service Provider of any such change in accordance with this Contract, but such notice will not be a condition precedent to Service Provider's duty to comply with revised OMB reporting requirements.

5.4 None of the funds, materials, property or services contributed by the parties under this contract will be used in the performance of this contract for any partisan political activity, or to further the election or defeat of any candidate for public office. In addition, none of the funds reimbursed under this contract will be used to pay the salary or the expenses of

anyone for any activity designed to influence legislation or appropriation pending before legislative bodies of the state or federal government.

5.5 1295 Compliance. Service 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 Q-4, with the Texas Ethics Commission as required by law.

5.6 Subrecipient Officers' Total Compensation (Top 5). According to the timeframes communicated by the County but no later than the end of the month following the month of a contract award, and annually thereafter, the Service Provider will report the names and total compensation of each of the five most highly compensated executives for the Service Provider's preceding completed fiscal year if, in the Service Provider's preceding fiscal year, the Service Provider received –

A. Eighty percent (80%) or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
B. $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
C. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

6. INFORMATION SECURITY REQUIREMENTS

The Service Provider must comply with the following:

6.1 The DFPS IT Security Policy located at:
http://www.dfps.state.tx.us/documents/PCS/Contractor_Information_Security.pdf

6.2 Health and Human Services Enterprise Information Security Standards and Guidelines

6.3 Title 1, Texas Administrative Code, Sections 202.1 and 202.3-.28

6.4 Texas Human Resources Code, Section 40.005

6.5 Texas Business and Commerce Code, Subchapter B, Sections 521.051-.053

6.6 Texas Family Code, Section 162.018

6.7 Texas Family Code, Subchapter C, Sections 261.201-.203

6.8 Texas Family Code, Section 264.408

6.9 Texas Family Code, Section 264.511

6.10 Texas Health and Safety Code, Section 85.115 and 40 TAC Section 1404

6.11 Title 40, Texas Administrative Code, Subchapter B, Sections 700.201-.209

6.12 Texas Health and Safety Code, Chapter 181 and 1 TAC Sections 391.1-.2

6.13 The Federal Information Security Management Act of 2002 (FISMA)

6.14 Publication 1075 - Tax Information Security Guidelines for Federal, State and Local Agencies

6.15 NIST Special Publication 800-53 Revision 3 - Recommended Security Controls for Federal Information Systems and Organizations

6.16 NIST Special Publication 800-47 - Security Guide for Interconnecting Information Technology Systems

6.17 In addition to the requirements expressly stated in this Section, Service Provider must comply with any other State or Federal law, regulation, or administrative rule relating to the specific Texas Lead Agency program area that CYD and Service Provider supports.

6.18 Upon reasonable notice, Service Provider must provide, and cause its subcontractors and agents to provide, Texas Lead Agency or its designee, prompt, reasonable, and adequate access to any information security records, books, documents, and papers that are directly pertinent to the performance of the Contract including, but not limited to:

A. Service Provider information security policies;
B. Service Provider information security procedures;
C. Service Provider information security standards;
D. Service Provider information security guidelines;
E. Service Provider security plan in compliance with NIST Special Publication 800-53 Revision 3;
F. Service Provider security violation reports;
G. Service Provider employee security acknowledgement agreements; and
H. Lists of Service Provider's employees, subcontractors, and agents with authorized access to DFPS/CYD confidential information.

6.19 Items 6.17 A through H above are subject to County review and approval. Neither County review or approval, nor its failure to review or approve, will relieve, waive, or satisfy any of Service Provider's obligations under this agreement.

6.20 Service Provider will provide, and will cause its subcontractors and agents to provide, to County, upon reasonable notice, written certifications of compliance with controls and provisions relating to information security, including but not limited, those related to confidential data transfers and the handling and disposal of Personally Identifiable Information (PII). Acceptable forms of written compliance may be, but are not limited to:

A. Statement on Auditing Standards No.70, Service Organizations (SAS-70) Report;
B. General Security Controls Audit;
C. Application Controls Audit;
D. Vulnerability Assessment; and
E. Network/Systems Penetration Test.

7. PROCEDURAL PROVISIONS

7.1 Prior to implementation, any change to the Project Work Plan (Attachment Q-1) must be submitted to the County and approved by the County.

7.2 The Service Provider will develop and implement a programmatic and fiscal implementation plan to ensure contract compliance.

7.3 The Service Provider must add its services to the region's 2-1-1 Area Information Center where its CYD services are provided within 30 days, and must update its information appropriately within 30 days of any changes in the scope of its CYD program.

7.4 The Service Provider will serve youth between the ages of six (6) and seventeen (17) who live in and/or attend school the 76106, 76164, 76112, or 76119 zip codes. The target age range for youth to be served is ten (10) to seventeen (17) years. The total percentage of youth served that are under ten (10) years of age is limited to no more than thirty percent (30%) of the total youth served annually.

7.5 The Service Provider guarantees that family members of eligible participants only participate if the service involves the family, including the eligible target youth, with the goal of preventing delinquency of the target youth. Family members eligible for such services are limited to those individuals who are related to and residing in the same household as the eligible youth, including fictive kin and a non-custodial parent.

7.6 Notice of Funding. The Service Provider will place prominent notices acknowledging the funding it receives from the Texas Lead Agency in all of its literature that describes services covered by this contract. This notice will also appear in Service Provider's annual financial report, if any is issued.

7.7 The Service Provider may not use the County or Texas Lead Agency seal in any form or manner without prior written approval. Service Provider also may not use the name of the County or Texas Lead Agency to imply any endorsement, approval, or sponsorship of Service Provider's goods or services by the County or Texas Lead Agency.

7.8 The Service Provider will designate a person to serve as the liaison between the Texas Lead Agency, County, and the Community Collaborative Committee. This liaison is expected to attend seventy-five percent (75%) of the approved and scheduled Community Collaborative Committee meetings during the contract term.

7.9 The Service Provider will make reasonable efforts to provide services that meet the individual needs of the client. Service Provider will develop and maintain a cultural competence plan that effectively provides services to people of various cultures, races, ethnic backgrounds, and religions in a manner that recognizes and affirms their worth, protects and preserves their dignity, and ensures equity of service delivery. Service Provider will take into consideration the intellectual functioning, literacy, level of education, and comprehension ability of each client in order to ensure that all information is presented in a way that meets the individual needs of each client. Service Provider will provide services in the client's primary language, whether provided directly by Service Provider of through a translator.

8. REPORTS, AUDITS AND RECORD RETENTION

8.1 Acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, HHSC Office of Inspector General, or any successor agency, to audit or investigate the expenditure of funds under this contract or any subcontract. Service Provider will fully cooperate with the State Auditor's Office or its successor, including providing all records requested. Service Provider guarantees by placing appropriate contract provisions in applicable subcontracts that its subcontractors, if any, will fully cooperate in any audit of funds it receives from Service Provider.

8.2 Service Provider will provide financial management and control systems that include:
A. Accurate, correct and complete payroll;
B. Accounting and financial reporting records;
C. Cost source documentation;
D. Effective internal and budgetary controls;
E. Procedures to determine reasonableness, allowability and allocability of costs; and
F. Timely and appropriate audits with resolution findings.

8.3 Establish a method to ensure the confidentiality of records and other information relating to clients according to applicable federal and state law, rules and regulations while protecting the right of the County to access client case records or other information relating to clients served under this contract. Service Provider will comply with the Identity Theft Enforcement and Protection Act (Chapter 521 of the Texas Business and Commerce Code). Service Provider has a duty to protect personal information and to notify all affected parties of any breach of personal information.

8.4 The Service Provider will adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants and follow County fiscal management policies and procedures in submitting timely billing and maintaining financial records required to be kept under this contract.

8.5 The Service Provider will maintain legible copies of this contract and all related documents for a minimum of seven (7) years after contract termination or seven (7) years after the federal fiscal year in which services were provided, whichever is later. If any litigation, claim, or audit involving these records begins before the seven (7) year period expires, the Service Provider will keep the records and documents until all litigation, claims, or audit findings are resolved. The case is resolved when a court issues a final order, and all appeals are exhausted, or the County and Service Provider enter into a written agreement. Contract period means the beginning date through the ending date specified in the original contract; extensions are considered to be separate contract periods. Service Provider will provide any records and information concerning a child to the County upon request. Service Provider must forward legible records and information to the County within fourteen (14) calendar days. Service Provider will provide any necessary records and information to the County upon verbal request in emergency situations. In emergency situations, Service Provider must submit legible records and information within the specified timeframe. Serviced Provider must not dispose of records pertaining to children in DFPS conservatorship before providing the department's contract manager written notice of its intent to dispose of records and receiving written approval from the department's contract manager.

8.6 The Service Provider will cooperate fully in any social studies or fiscal and programmatic monitoring, auditing, evaluating, or other reviews pertaining to services rendered by the Service Provider and subcontractor which may be conducted by the County, Texas Lead

Agency or the United States Department of Health and Human Services, or their authorized representatives; and to be responsible for any audit exception or other payment irregularity regarding this contract or subcontract, which may be found after review by the County, Texas Lead Agency or the United States Department of Health and Human Services; and to be responsible for the timely and proper collection and reimbursement to the County of any amount paid in excess of the proper billing amount.

8.7 The Service Provider will submit Monthly Reports, Monthly Service Tracking Forms, Monthly Service Attendance Logs, Program Registration Forms, Eligibility for Program Participation Forms, Outcome Surveys, Training Certificates, Annual Self-Evaluation Report, and other requested reports to the County. Monthly reports and forms must be received by the County during the monthly reimbursement meeting, which will be held during the week of the sixth (6^{th}) day of the following month (day and time established by the County). The Service Provider liaison must attend all monthly reimbursement meetings and submit all monthly reports and forms during the meeting. The Annual Self-Evaluation Report is due within twenty days of the end of the contract term. Monthly and year-end reports must be submitted using the outline provided by the County. The Service Provider will accurately complete or ensure accurate completion of program reports and forms.

8.8. Equipment is any article of tangible nonexpendable personal property having a useful life of more than one year and an acquisition cost that equals or exceeds the lesser of: the capitalization level established by the Service Provider for financial statement purposes or $5,000.00. The Service Provider will follow the provisions of Title 45 Code of Federal Regulations (CFR) Part 74 regarding disposition of any equipment purchased under this contract with funds allocated to the Service Provider or its subcontractor. The Service Provider will not give any security interest, lien, or otherwise encumber any item of equipment purchased with contract funds. The Service Provider will permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment and maintain a current inventory of that equipment for inspection by the County. Cost reimbursement Service Providers must also follow the following guidelines when contracting with the County.

A. Cost reimbursement Service Providers must add certain types of equipment items that are classified as “controlled assets” as designated in the Comptroller’s State Property Accounting (SPA) Process User’s Guide, available on the Internet, to their inventory. Service Providers should review the SPA guide periodically for the most current list.
B. All cost reimbursement Service Providers must follow the American Hospital Association’s (AHA) “Estimated Useful Lives of Depreciable Hospital Assets” for equipment disposition purposes, except when federal or statutory requirements supersede.
C. Service Providers must request County approval before disposing of equipment or controlled assets prior to the end of the useful life for that item.
D. Any change to the equipment category in a cost reimbursement budget will require prior approval from the County.

8.9 All participant records are the property of Service Provider. Confidentiality of participants' records will be maintained at all times as required by law and the terms of this contract. Service Provider will have a system in effect to protect from inappropriate disclosure of participant records and all other documents deemed confidential by law, which are maintained in connection with the activities funded under this contract. Any disclosure of

confidential participant information by the Service Provider, including information required by the Inspections Article, will be in accordance with applicable law.

8.10 Service Providers will submit a Single Audit Determination (SAD) form in accordance with HHSC-OIG requirements. If applicable, Service Provider will submit an annual financial and compliance audit of Service Provider's fiscal year in accordance with Single Audit Requirements of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and Texas Uniform Grant Management Standards. Service Provider will re-procure with the objective of rotating the independent audit firm every six years. Service Provider will submit verification of the re-procurement of the independent audit firm for Single Audits.

8.11 Confidential Information. Service Provider will not release confidential information to any party without the prior written approval of the County, including, but not limited to, records received or created by the Service Provider that are identifiable to children or clients referred by Texas Lead Agency. Service Provider will not use any information supplied by Texas Lead Agency except for the purposes that the Texas Lead Agency intends the information to be used. If Service Provider stores, collects, or maintains any data, Service Provider will only use such data internally for implementing this contract.

A. Service Provider will establish a method to ensure the confidentiality of records and other information relating to clients according to applicable federal and state laws, rules, and regulations.
B. Service Provider will immediately notify the County of any unauthorized attempt to access, disclosure of, or use of any confidential information.
C. This section does not limit the County or Texas Lead Agency's right of access to client case records or other information relating to clients served under this contract. The County and Texas Lead Agency will have an absolute right to access to and copies of such information, upon request.
D. If Service Provider receives any request or demand for disclosure of confidential information by oral questions, documents, subpoenas, civil investigative demand, interrogatories, requests for information, or other similar legal process, Service Provider will provide the County or Texas Lead Agency with prompt notice of such request (no later than two (2) business days) so it may be determined whether to seek an appropriate protective order and/or consent to Service Provider's disclosure of the requested records. This subsection does not preclude the Service Provider from asserting its own privileges or objections against release of confidential information to a third-party based on applicable law.
E. The provisions of this section remain in full force and effect following termination of cessation of the services performed under this contract.

8.12 The County will contact Service Provider when a complaint is received, and advise the Service Provider whether the County will conduct an investigation or will coordinate with the Service Provider for an investigation and a response. When the County requires the Service Provider to conduct any part of the complaint investigation, Service Provider must respond in writing to the County with all requested information and according to County requirements and specified time frames. If Service Provider is unwilling or unable to provide any information within the time required, Service Provider will provide a written explanation for any information that Service Provider does not submit, any applicable date by which Service Provider will provide the information, and the detailed reasons why Service Provider is unwilling or unable to provide such information.

8.13 Service Provider is required to complete all fields of program forms in their entirety, including social security number fields. If a client refuses to provide their social security number, Service Provider must document refusal on the program form. The expectation is that Service Providers make a good faith effort to obtain social security numbers and other information listed on the program form. Items with an asterisk on program forms are required fields in the database; however, the expectation is that the form is completed thoroughly. Primary caregivers must sign program forms giving consent for services prior to the provision of services, and annually.

9. ASSIGNMENTS

Service Provider must:

9.1 Notify the County immediately and in advance of any significant change affecting the Service Provider or this contract, including but not limited to, change of Service Provider's name or identity, ownership, control, governing board membership, key personnel, payee identification number, or any problem or potential problem associated with performance or services. Service Provider will also provide the County with any documentation or information related to a notification provided for under this section. Service Provider will also notify the County of any lawsuit brought against Service Provider related to the services provided for in this contract. Unless otherwise noted in this contract, Service Provider will provide all notices in writing to the County within ten (10) working days.

9.2 Refrain from transferring or assigning this contract or from entering into any subcontract for the services under this contract without prior written approval from the County. County has complete discretion to disapprove this request and to attach whatever provisions to its approval deemed necessary to enforce this contract.

9.3 The parties to this Agreement may make modifications to the contract according to the requirements of this section.

A. Bilateral Amendment: Either party to this Agreement may modify this contract by execution of a mutually agreed upon written amendment signed by both parties.

B. Unilateral Amendment: The Texas Lead Agency and County reserve the right to amend this Agreement through execution of a unilateral amendment signed by the Texas Lead Agency Contract Manager and provided to the Service Provider with ten (10) day notice prior to execution of the amendment under the following circumstances:
   1. to correct an obvious clerical error in this contract;
   2. to change the contract number;
   3. to incorporate new or revised federal or state laws, regulations, rules, or policies;
   4. to comply with a court order or judgment;
   5. to update service level descriptions or daily rates;
   6. to change the name of the Service Provider in order to reflect the Service Provider's name as recorded by the Texas Secretary of State;
   7. to change the designated Texas Lead Agency or County mailing address for this contract;
   8. to change the designated Service Provider mailing address for this contract; or
   9. to change the recorded license number of any license needed under this contract in order to reflect the current number as issued by the licensing authority.

C. The County may renew this contract at the County's discretion on an annual basis by mutual agreement, subject to the conditions in the terms of this contract.

10. PAYMENT OF REIMBURSABLE COSTS

10.1 The County will reimburse the Service Provider for reasonable, allowable and allocable costs from available funds for services rendered in accordance with the terms of this contract upon receipt of a proper and verified statement and after deducting any known previous overpayment made by the County as specified in the budget (Attachment No. Q-2). Reimbursements will not exceed the total of each budget line item.

Contract is funded by the State of Texas in response to Family Code §265.002 and the U.S. Department of Health and Human Services Promoting Safe and Stable Families; CFDA 93.556. The exact amount of federal funding is determined at the end of the fiscal year.

The total amount reimbursable due under this contract during September 1, 2025 through August 31, 2026 will not exceed $116,134.89.

10.2 Service Provider will submit monthly requests for reimbursement of actual expenses to the County during the monthly reimbursement meeting, which will be held during the week of the sixth (6th) day of the following month (day and time established by the County). The Service Provider liaison must attend all monthly reimbursement meetings and submit all monthly requests for reimbursement. Only one supplemental reimbursement request will be accepted for each month, and must be received by the monthly deadline established by the County. Included in the monthly request for reimbursement will be copies of receipts and other accurate source and expenditure documentation. Service Provider will retain originals of all copies submitted. Requests will not be considered complete and payable until monthly participation data and participant registration forms for billed services has been received.

10.3 County will either pay within 60 days of receipt of the request for reimbursement or send notice of a denial of the request within 60 days. Payment is considered made on the date postmarked. In the event the County determines that a payment was made for a disallowable reimbursement, the County may deduct the disallowable portion from future payments due Service Provider or County may require Service Provider to refund the disallowable portion to County.

10.4 To receive reimbursement under this contract, Service Provider must incur eligible cost during the contract term and pay that cost prior to seeking reimbursement. In no event will payments exceed the Service Provider's actual and allowable costs to provide services. Costs should be billed to the month in which they were incurred, either on the primary billing voucher for that month or on a supplemental billing, if they are not paid in time to include them on the primary voucher. Service Provider may not transfer line items within the Budget. Service Provider must first seek in writing approval from the County. County has discretion regarding whether the County will approve the proposed line item transfer.

10.5 Service Provider will be responsible for any overtime pay due its employees. This contract will not reimburse Service Provider for overtime.

10.6 Applicable cost principles, audit requirements, and administrative requirements include the following chart. Furthermore, OMB Circulars will be applied with the modifications prescribed by UBMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-Profit Organization other than a hospital	48 CFR, Part 31 Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and TxGMS	2 CFR Part 200 and TxGMS

10.7 If there is a matching requirement in the Request for Applications (RFA), the Service Provider will provide at least the amount of non-Federal share as identified in the contract budget or through other written notice from the County. **In the event of failure to provide this amount of non-Federal share as specified, the Service Provider will indemnify the County for any resulting proportionate reduction of federal funds or other disallowance**.

10.8 No Supplanting: Service Provider may not use CYD funds to replace or substitute for any existing federal, state, or local source of funds. Service Provider shall make a good effort to maintain its current level of support. Service Provider will be required to submit documentation substantiating that a reduction in state of local funding, if any, resulted for reasons other than receipt or expected recruit of funding under this contract. CYD funds may not be used as match (in-kind or cash) for any other funding opportunity.

10.9 In accordance with Texas Government Code §2155.4441, the State of Texas requires that during the performance of a contract for services, Service Provider will purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

10.10 Vendor Performance: pursuant to Texas Government Code, Section 2155.144, -.1442 and 34 TAC Section 20.108, state agencies are required to report vendor performance on any

purchase of $25,000.00 or more from contracts administered by the CPA or any other purchase made through an agency's delegated authority or a purchase made pursuant to the authority in Government Code, Title 10, Subtitle D or a purchase exempt from CPA's procurement rules and procedures. DFPS reports vendor performance by means of the Vendor Performance Tracking System (VPTS), which can be accessed online at: http://www.window.state.tx.us/procurement/prog/vendor_performance/
The County may use the VPTS to determine best value when awarding contracts in instances where past performance is included as a factor in the evaluation of a vendor for award.

11. INDEMNITY AND INSURANCE

11.1 THE SERVICE PROVIDER WILL INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICIALS, AGENTS, REPRESENTATIVES, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR LOSSES FOR PHYSICAL DAMAGE TO PROPERTY OR INJURY TO PERSONS RESULTING FROM NEGLIGENCE OR MISCONDUCT ON THE PART OF THE SERVICE PROVIDER, ITS AGENTS, EMPLOYEES, REPRESENTATIVES, OR SUBCONTRACTORS. IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY DUE TO THE NEGLIGENCE OR MISCONDUCT OF THE SERVICE PROVIDER, THE SERVICE PROVIDER WILL INDEMNIFY AND PAY FULL COST OF REPAIR, RECONSTRUCTION, OR REPLACEMENT, AT THE DISCRETION OF THE COUNTY. SUCH COST WILL BE DUE AND PAYABLE BY THE SERVICE PROVIDER WITHIN TEN (10) CALENDAR DAYS AFTER THE DATE OF RECEIPT OF WRITTEN NOTICE FROM THE COUNTY OF THE AMOUNT DUE. THE TEXAS LEAD AGENCY AND COUNTY, AND THEIR RESPECTIVE EMPLOYEES, OFFICIALS, OFFICERS, AGENTS, AND REPRESENTATIVES CAN NEITHER AGREE TO HOLD THE SERVICE PROVIDER HARMLESS NOR AGREE TO INDEMNIFY THE SERVICE PROVIDER AND ANY PROVISIONS TO THE CONTRARY ARE VOID.

11.2 INSURANCE WILL BE PROVIDED FOR DIRECT DELIVERY OF PROTECTIVE SERVICES AND OTHER SERVICES UNDER CONTRACT. THE SERVICE PROVIDER WILL OBTAIN AND FURNISH PROOF OF THE FOLLOWING BONDING AND INSURANCE COVERAGE WITHIN FORTY-EIGHT (48) HOURS OF THE AWARD OF THE CONTRACT OR AT SUCH OTHER TIME AS MAY BE SPECIFIED BY THE COUNTY. THE COUNTY SHALL BE ADDED AS AN ADDITIONAL NAMED INSURED AND AN ENDORSEMENT OR DECLARATIONS PAGE, AS APPROPRIATE, SHALL BE PROVIDED TO THE COUNTY AS PROOF OF THE INSURANCE:

A. DISHONESTY BONDING UNDER A COMMERCIAL CRIME POLICY OR BUSINESS SERVICES BONDING, AT A TEN THOUSAND DOLLAR ($10,000.00) MINIMUM; AND

B. COMMERCIAL GENERAL LIABILITY COVERAGE AT A THREE HUNDRED THOUSAND DOLLAR ($300,000.00) MINIMUM FOR EACH OCCURRENCE LIMIT, AND SIX HUNDRED THOUSAND DOLLAR ($600,000.00) MINIMUM AGGREGATE LIMIT. THE COUNTY WILL BE PROVIDED WITH THIRTY DAYS WRITTEN NOTICE OF POLICY OR BOND CANCELLATION OR MATERIAL CHANGE IN THE POLICY OR BOND.

C. IF SERVICE PROVIDER'S PROGRAM REQUIRES LICENSED PROFESSIONAL STAFF FOR THE IMPLEMENTATION OF THE PROGRAM, PROFESSIONAL

LIABILITY INSURANCE IS REQUIRED FOR SUCH LICENSED PROFESSIONAL STAFF AT A THREE HUNDRED THOUSAND DOLLAR ($300,000.00) MINIMUM FOR EACH OCCURRENCE LIMIT, AND SIX HUNDRED THOUSAND DOLLAR ($600,000.00) MINIMUM AGGREGATE LIMIT. THE COUNTY WILL BE PROVIDED WITH AMPLE WRITTEN NOTICE OF POLICY OR BOND CANCELLATION OR MATERIAL CHANGE IN THE POLICY OR BOND.

11.3 ALL COVERAGE MUST BE WITH INSURANCE COMPANIES OR CARRIERS RATED FOR FINANCIAL PURPOSES "B" OR BETTER WHOSE POLICIES COVER RISKS LOCATED IN THE STATE OF TEXAS. ALL BONDS, POLICIES, AND COVERAGE DESCRIBED ABOVE WILL BE MAINTAINED DURING THE ENTIRE TERM OF CONTRACT AWARDED. LAPSE IN REQUIRED COVERAGE BY INSURANCE OR BOND WILL BE CONSIDERED BREACH OF CONTRACT WITH THE CONTRACT SUBJECT TO CANCELLATION.

11.4 IN THE EVENT THE SERVICE PROVIDER IS UNABLE TO COMPLY WITH SECTION 10, THE SERVICE PROVIDER WILL PROVIDE THE COUNTY WITH TWO WRITTEN DENIAL LETTERS FROM DIFFERENT INSURANCE COMPANIES EVIDENCING THE SERVICE PROVIDER'S ATTEMPTS TO OBTAIN AND INABILITY TO OBTAIN THE REQUESTED INSURANCE. THE SERVICE PROVIDER WILL PROVIDE THIS INFORMATION TO THE COUNTY WITHIN TEN DAYS OF THE AWARD OF THE CONTRACT.

11.5 THE SERVICE PROVIDER WILL CONTINUE ATTEMPTS TO OBTAIN THIS INSURANCE ON AN ANNUAL BASIS. IN ORDER TO REMAIN IN COMPLIANCE, IN THE EVENT THE SERVICE PROVIDER IS UNABLE TO OBTAIN INSURANCE, THE SERVICE PROVIDER WILL SUBMIT THE DOCUMENTATION REQUIRED BY SECTION 10 ON AN ANNUAL BASIS.

11.6 ALL REQUIRED INSURANCE POLICIES WILL INCLUDE AN ENDORSEMENT STATING THAT THE COUNTY WILL BE GIVEN THIRTY (30) CALENDAR DAYS WRITTEN NOTICE OF POLICY OR BOND CANCELLATION OR A MATERIAL CHANGE IN THE POLICY OR BOND.

11.7 The County may waive all or part of this insurance requirement at its discretion.

11.8 UNLESS OTHERWISE NOTED IN THIS CONTRACT, AND TO THE EXTENT THAT SERVICE PROVIDER DOES NOT HAVE OR MAINTAIN INSURANCE OR DOES NOT HAVE OR MAINTAIN SUFFICIENT INSURANCE, SERVICE PROVIDER ACKNOWLEDGES AND AGREES THAT SERVICE PROVIDER WILL BE SOLELY RESPONSIBLE FOR ANY LOSSES OR DAMAGES RELATED TO OR CAUSED BY THE SERVICE PROVIDER'S PERFORMING ITS DUTIES AND OBLIGATIONS UNDER THIS CONTRACT. THE COUNTY WILL HAVE NO OBLIGATION TO REIMBURSE OR OTHERWISE PAY SERVICE PROVIDER FOR ANY COSTS INCURRED RELATED TO ANY SUCH LOSSES OR DAMAGES.

11.9 The Service Provider will protect all physical property and equipment purchased under this contract and take appropriate measures to meet this obligation. The Service Provider must furnish the County with a written, factual report of the theft of, or damage to, any equipment purchased under this contract, including circumstances concerning the loss.

In addition, in the event of any theft, vandalism, or other offense against the properties, the Service Provider will notify appropriate local law enforcement authorities.

11.10 Except as otherwise provided in this contract, all products produced by Service Provider as a result of this contract become the sole property of Texas Lead Agency, including, without limitation, all plans, designs, software, and other contract deliverables.

A. If Service Provider develops any copyrightable material in the course of performing this contract, then Service Provider will grant the State of Texas, Texas Lead Agency, any federal awarding agency, and the Health and Human Services Commission a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

B. This section does not apply to any report, document, or other data, or any invention of Service Provider which existed prior to, or was developed or discovered independently from, its activities related to or funded by this contract.

12. STATE AND COUNTY OWNERSHIP OF REPORTS

In developing, copying, and disseminating reports or other information under this contract, the Service Provider will:

12.1 Grant to the Texas Lead Agency or the County the right to copyright, use, reproduce, and distribute any material written or produced by the Service Provider that is the subject of this contract.

12.2 Defend any claim, suit, or proceeding brought against the Texas Lead Agency or the County on the issue of infringement of any copyright by any product, or any product part, supplied by the Service Provider to the County under this agreement subject to the jurisdiction of the Attorney General of Texas. The Service Provider will pay, subject to limitations specified in this Section, any final judgment entered against the Texas Lead Agency or the County on this issue in any suit or proceeding defended by the Service Provider. The Service Provider will be relieved of this obligation if within 30 calendar days after the County receives notice, the County fails to notify the Service Provider in writing of any claim, suit, or proceeding, and at the Service Provider's expense, give the Service Provider all information needed to defend any claim, suit, or proceeding. The Service Provider will report to the County within 30 days and in reasonable written detail, each notice of claim of copyright infringement pertaining to this contract of which the Service Provider has knowledge.

13. TERMINATION AND SUSPENSION

13.1 This contract may be terminated without cause by either County or Service Provider by providing written notice to the other party at least 30 days prior to the intended date of termination. The County will not reimburse the Service Provider for a cost paid after the date of termination. Contract provisions regarding reports and audits will remain in effect for federal and state retention requirements.

13.2 If the Service Provider fails to provide services according to the provisions of this contract, the County may, upon written notice of default to the Service Provider, terminate all or any part of the contract. Termination is not necessarily an exclusive remedy but will be in addition to any other rights and remedies provided by law or under this contract.

13.3 The County will suspend or revoke this contract if the Service Provider is found liable for or has a contract, license, certificate or permit of any kind revoked for Medicaid fraud. The County will also suspend or revoke this contract if the Service Provider's license, certificate or permit has been revoked by any agency listed in Article II of the General Appropriations Act passed by the 75th Texas Legislature.

13.4 In addition to other remedies available to it, County may:

A. Require the Service Provider to take specific corrective actions in order to remain in compliance with any contractual term;

B. Recoup payments made to the Service Provider or impose administrative error sanctions based on audit findings of violations of contract requirements; and

C. Suspend any contractual rights including, but not limited to, withholding of payment or cessation of placement.

13.5 At the end of the contract term or other contract termination or cancellation, the Service Provider will in good faith and in reasonable cooperation with the County, aid in the transition to any new arrangement or provider of services.

13.6 This contract is at all times contingent upon the availability and receipt of county, state or federal funds that the County has allocated to this contract; and if funds for this contract become unavailable during any budget period, this contract may be immediately terminated or reduced at the discretion of the County without damage assessed against the County. Notwithstanding anything to the contrary, the obligations of Tarrant County are contingent upon the availability of appropriated funds. In the event no funds or insufficient funds are appropriated for County to meets its obligations under this agreement, County may terminate this agreement without notice.

13.7 If federal or state laws or other requirements are amended or judicially interpreted so that either party cannot reasonably fulfill this contract, and if the parties cannot agree to an amendment that would enable substantial continuation of the services, the parties will be discharged from any further obligations under this contract.

13.8 All obligations and duties of the Service Provider not fully performed at the expiration or termination of this contract will survive the expiration or termination of the contract. County will not pay Service Provider for services provided following the termination of the contract.

14. PERSONNEL

14.1 All personnel funded by the attachment to this contract are employees or volunteers of the Service Provider which will be responsible for their direction and control. Service Provider has sole authority and responsibility to employ, discharge, and otherwise control its employees and contractors. Service Provider is responsible for providing all necessary unemployment and workers' compensation insurance for the Service Provider's employees.

14.2 The Service Provider must ensure that direct service staff must be at least eighteen (18) years of age, have a High School Diploma or GED, and one (1) year of experience in the health and human services field to include work with youth. Form I-9 Employment Eligibility Verification, job description, resume/application, and diploma/transcript for every

employee working with CYD must be maintained by the Service Provider and provided to the County.

14.3 The Service Provider must provider support and at minimum monthly supervision of all staff that provide direct services to clients, including volunteers. This supervision must provide the direct staff and volunteers an opportunity to gain professional development, support, and advice about their work with the clients.

14.4 The Service Provider must ensure training is provided annually for all employees working with CYD, which must include new hire orientation, cultural humility, and youth development training. All volunteers working with CYD must also receive cultural humility training annually. All CYD employees must complete Developmental Assets and Developmental Relationships training and Youth Program Quality Assessment training within one year of hire. Documentation to support training must be maintained by the Service Provider and provided to the County.

14.5 All employees and volunteers must submit forms 2970c and 2971c to the County, who runs a criminal background check and abuse/neglect check through DFPS Automated Background Check System (ABCS). These two clearances must be obtained prior to contact with CYD clients or information. An FBI clearance is required if the employee or volunteer has lived outside Texas within the last five (5) years, and must also be obtained prior to contact with CYD clients or information. Forms 2970c and 2971c should be updated when checks are updated every two years, and the forms and clearances must be kept on file with CYD and the Service Provider.

If while providing direct services, having direct client contact and/or access to client records, the Service Provider becomes aware of any new arrest or investigation of abuse or neglect conducted by any federal, state or local agency or board of an employee or volunteer, then the Service Provider will notify the County within ten (10) business days of them becoming aware of it. DFPS will determine if and when the employee or volunteer can have direct contact with clients.

14.6 Service Provider will disclose and release, or cause its employees, subcontractors, and volunteers with direct client contact and/or access to client records to disclose and release, any allegation made against that employee, subcontractor, or volunteer alleging the commission of:

A. An act of abuse, neglect, or exploitation of children, the elderly, or persons with disabilities;
B. Criminal history or any current criminal indictment (for felonies) or information (for misdemeanors) involving an offense under the Texas Penal Code, federal law, or the law of another state against:
    1. the person;
    2. the family;
    3. public order or decency;
    4. public health, safety, or morals; or
    5. property;
C. An offense under Chapter 481 of the Texas Health and Safety Code (Texas Controlled Substances Act); or
D. Any act or offense that can reasonably be associated with potential risk of harm or loss to the Department and/or its clients based on the job duties or contractual role(s) of the person in question at any time during the contract period.

This disclosure and release is required of all individuals who have, or will have, direct contact with clients and/or access to client records, prior to such contact or access and will be accomplished through the use of:

A. Criminal history background check;
B. DFPS abuse and neglect history check; and
C. Signed disclosure and release by each person attesting to this information, which will be maintained by Contractor, available for review by the County, and renewed at intervals not to exceed 24 months while the contract is in effect.

Service Provider will prevent or promptly remove any employee, subcontractor, or volunteer from direct client contact and/or from access to client records who is alleged to have committed any act or offense listed in this contract. If it is determined with certainty that the person in question has not committed the acts or offenses alleged, that person may again be assigned to direct client contact and/or access to client records. However, the Service Provider will notify the County its intent to do so no later than ten (10) business days prior to the intended reassignment and receive County approval prior to the reassignment. Silence by County will not be construed as approval for this purpose. Service Provider must provide the County with further information concerning the reasons for the reassignment upon the request of the County. If the person in question is found to have committed any of the acts or offenses listed in this contract, that person will not be reassigned to duties involving any direct contact with clients and/or access to client records.

14.7 If an employee has been wrongfully removed, the employee may be reassigned to direct client contact; however, the Service Provider will notify the County at least ten (10) working days prior to the intended reassignment. The Service Provider must provide the County with further information concerning the reasons for the reassignment upon the request of the County. If the employee is found to have committed any of the offenses listed in this paragraph, the employee will not be reassigned to duties involving any direct contact with clients.

14.8 The County has the right to remove from the provision of services, any employee or volunteer of the Service Provider. This right will be exercised in a reasonable manner by the County.

14.9 Service Provider shall allow its employees to testify in judicial proceedings and administrative hearings, at the request of the County.

14.10 Service Provider shall promptly report any suspected case of abuse, neglect, or exploitation to the appropriate authority as required by the Texas Family Code, Chapter 261. All reports must be made within 24 hours of the discovery of abuse, neglect, or exploitation.

14.11 Service Provider is an independent Service Provider under the terms of this contract and is not an officer, agent, servant or employee of the County.

14.12 If specific qualifications are set forth in job descriptions required by the County, assign personnel meeting those qualifications to those positions unless a written waiver is granted by the County.

14.13 Service provider must submit all required Personnel File documentation for all CYD employees and volunteers (as appropriate) to the County (including: I-9, job description, resume/application, diploma/transcript, and training documentation).

15. CONTRACT INTERPRETATION

15.1 The contract may be amended in writing duly executed by the contracting parties.

15.2 If any provision(s) of this contract will be construed to be illegal or invalid, it will not affect the legality or validity of any of the other provisions hereof, and the illegal or invalid provision will be deemed stricken and deleted here from to the same extent and effect as if never incorporated herein, but all other provisions will continue.

15.3 Force Majeure. The Service Provider will be financially liable for undue delays or failures to perform in contract performance except for any delay in or failure of performance of any requirement caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform will extend the period of performance at the discretion of the County in the exercise of reasonable diligence until these exigencies have been removed. The Service Provider will inform the County in writing of proof of such force majeure within three (3) business days or otherwise waive this right as a defense. The Service Provider agrees that breach of this provision entitles the County to reduce or stop payments, immediately terminate this contract, collect partial or whole payment for services not timely delivered, other liquidated damages including amount of any bond for contract amount, and any other remedies available to the County under the terms of the contract, in equity or under Texas law.

15.4 It is expressly understood and agreed that enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, will be strictly reserved to the parties, and nothing contained in this contract will give or allow any claim or right of action whatsoever by any other person not a party to this contract.

15.5 The County's liability is limited by the Texas Tort Claims Act and nothing in this contract will constitute a waiver of sovereign immunity or of the rights of the County under that Act.

15.6 All contracts and other information submitted to The County may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code ("the Act"). If Service Provider submits proprietary or otherwise confidential information to The County, then Service Provider should clearly identify that particular information and the specific exception to disclosure in the Act. Making a blanket claim that an entire submission is protected from disclosure because it contains some proprietary information is not acceptable and will not render the entire proposal confidential. The County assumes no responsibility for asserting legal arguments for Service Provider. Service Provider should consult with legal counsel concerning disclosure issues and take precautions to safeguard trade secrets and other proprietary information. Any information generated as a result of this contract is also subject to the Act, and, as such, must be made available to the County in the manner and format specified by the County upon request.

16. CERTIFICATIONS

The certifications enumerated below represent material facts upon which the County relies when accepting a bid for this solicitation. If the County later determines that Service Provider knowingly rendered an erroneous certification, County may pursue all available remedies in accordance with Texas and U.S. law. Service Provider further agrees that it will provide immediate written notice

to County if at any time Service Provider learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. *If the Service Provider cannot certify the accuracy of all the statements contained in this section, Service Provider must provide written notice to County detailing which of the below statements it cannot certify and why.* Service Provider acknowledges its continuing obligation to comply with the requirements of the following certifications contained in its Proposal, and will immediately notify County of any changes in circumstances affecting these certifications:

16.1 **Certification Regarding Lobbying.** State and federal law place restrictions on the use of state and federal funds in regard to lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

A. In accordance with 31 U.S.C. §1352, no federal appropriated funds have been paid or will be paid, by or on behalf of the Service Provider, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

C. The Service Provider will require that the language of this certification be included in the award documents for subcontracts and that all subcontractors will certify and disclose accordingly.

D. Payments of appropriated or other funds to Service Provider under any resulting agreement are not prohibited by Texas Government Code §556.005 or §556.008.

16.2 **Suspension, Ineligibility, and Voluntary Exclusion.** Federal Law (2 CFR 180, 2 CFR 376, and Executive Orders 12549, 13224, and 12689) requires the County to screen each covered Service Provider to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Service Provider certifies the following:

A. That Service Provider and Service Provider's principals are, to the best of its knowledge and belief, not on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this solicitation or any resulting contract.

B. That Service Provider will not knowingly enter into any subcontract with an entity who is on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Service Provider will also not knowingly enter into any subcontract with an entity whose principals are on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

C. That Service Provider will include this section regarding debarment, suspension, ineligibility, and voluntary exclusion, and the specially designated nationals list without modification in any subcontracts or solicitations for subcontracts.

16.3 **Child Support.** Under Texas Family Code Section 231.006, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is

not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

16.4 **Drug-Free Workplace Certification.** Service Provider certifies that it will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about—
   1. The dangers of drug abuse in the workplace;
   2. The Service Provider's policy of maintaining a drug-free workplace;
   3. Any available drug counseling, rehabilitation, and employee assistance programs; and
   4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement;

D. Notifying the employee in the statement that, as a condition of employment under the grant, the employee will—
   1. Abide by the terms of the statement; and
   2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the agency in writing, within ten (10) calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice will include the identification number(s) of each affected grant;

F. Taking one of the following actions, within 30 calendar days of receiving notice, with respect to any employee who is so convicted—
   1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
   3. Making a good faith effort to continue to maintain a drug-free workplace.

16.5 **Antitrust Certification.** Pursuant to 15 U.S.C. Sec. 1, et seq. and Tex. Bus. & Comm. Code Sec. 15.01, et seq., Service Provider certifies that neither the Service Provider nor the firm, corporation, partnership, or institution represented by the Service Provider, or anyone acting for such a firm, corporation, or institution has violated the anti-trust laws of this state, federal anti-trust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

16.6 **Deceptive Trade Practices.** Service Provider certifies that it has not been found guilty or liable of a Deceptive Trade Practices Act or any unfair business practice either in an administrative hearing or court suit within the last five (5) years. Service Provider certifies that it has no officers who have served as officers of other entities who have been found guilty or liable of a Deceptive Trade Practices Act or any unfair business practice either in an administrative hearing or court suit within the last five (5) years. Service Provider represents and warrants that within the last five (5) years it has not been found guilty or

liable of any investigation or proceeding by any federal or state securities regulator under any federal or state securities laws or regulations.

16.7 **Prohibited Responses and Contracts.** Pursuant to Texas Government Code §2155.004–006, Service Provider certifies that the individual or business entity named in this form is eligible to receive the specified contract and acknowledges that any contract concerning this certification may be terminated and payment withheld if this certification is inaccurate.

16.8 **Financial Interests and Gifts.** Service Provider certifies that neither Service Provider nor any person or entity that will participate financially in a contract has received compensation from Texas Lead Agency for participation in preparation of specifications for a contract. Service Provider certifies that it has not given, offered to give, and does not intend to give at any time, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant or employee in connection with a contract.

16.9 **U.S. Department of Homeland Security's E-Verify System.** Service Provider certifies its use of the U.S. Department of Homeland Security's E-Verify system to validate the eligibility of all staff, subcontractors, or subcontractor's staff to perform work under this contract within the United States of America. Upon request, Service Provider must provide an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for each individual hired to perform work on the contract. If this certification is falsely made, the County reserves the right to take any remedial actions deemed reasonable and necessary by the County to ensure compliance with the terms and conditions of this contract, up to and including termination of the contract at no fault to the County.

17. ATTACHMENTS INCORPORATED

By signing this contract Service Provider must comply with the following documents which are incorporated into the contract for all purposes and are on file with the County:

17.1 Project Work Plan (Attachment Q-1);
17.2 Form 2030, Budget Information Form (Attachment Q-2);
17.3 Debarment/Suspension Certification (Attachment Q-3);
17.4 Form 1295, Certificate of Interested Parties (Attachment Q-4);
17.5 Federal Award Information Form (Attachment Q-5); and
17.6 Vendor Certification Addendum to Tarrant County Contracts (Attachment Q-6).

Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

SIGNED AND EXECUTED this ___ day of _____, 2025 in Tarrant County, Texas.

Camp Fire First Texas

Brian Miller
Brian Miller
President & CEO
2700 Meacham Boulevard
Fort Worth, Texas 76137

COUNTY OF TARRANT
STATE OF TEXAS

See Separate Electronic Signature Page
Tim O'Hare
County Judge
100 E. Weatherford
Fort Worth, Texas 76196

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: $_____

James Marvin Nichols
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.

Attachment Q-1: PROJECT WORK PLAN

COMMUNITY YOUTH DEVELOPMENT PROGRAM

PROJECT WORK PLAN

The Project Work Plan provides specific details of how services will be implemented under this Grant. The Project Work Plan is designed to be a flexible document that may be revised periodically over the Period of Performance. This flexibility allows the Subgrantee to propose minor revisions to services or operations to respond to changing context. Revisions to the Project Work Plan must not change the overall scope of the project and must be approved by HHSC and Tarrant County prior to implementation. HHSC and Tarrant County reserve the right to make the final determination on any proposed revisions.

GRANTEE NAME: Tarrant County

CONTRACT NUMBER: HHS000841700005 / **AGENCY ACCOUNT ID:** 24821479

PERIOD OF PERFORMANCE: 09/01/2025 - 08/31/2026

FISCAL YEAR: 2026

SUBAWARDEE NAME: Camp Fire First Texas

NAME OF PROGRAM(S): Teens in Action

ZIP CODES/S: 76106, 76164, 76112, 76119

RECORD OF PROJECT WORK PLAN CHANGES

CHANGE #	DATE APPROVED	SUMMARY OF CHANGE	APPROVED BY	BUDGET CHANGE (Y/N)
1				
2				
3				

CONTACT INFORMATION

TYPE	NAME	TITLE	EMAIL	PHONE
PRIMARY CYD PROGRAM CONTACT	Alric Arnett	Program Director	Alric@campfirefw.org	817-806-5421
FISCAL MANAGER	Cindy Clines	Accounting Manager	Cindy@campfirefw.org	817-806-5416
EXECUTIVE DIRECTOR OR PRESIDENT	Brian Miller	CEO/President	Brian@CampFireFW.org	817- 806-5404
SIGNATORY **This individual is authorized to sign the contract.*	Brian Miller	CEO/President	Brian@CampFireFW.org	817- 806-5404

PUBLIC CONTACT INFORMATION

MAIN AGENCY WEBSITE: www.CampFireFW.org

AGENCY EMAIL ADDRESS:	PUBLIC PHONE:	PUBLIC EMAIL CONTACT:
info@CampFireFW.org	817-831-2111	info@CampFireFW.org

Main Agency Office Address: List office locations (address and phone number), identifying primary and any other offices.
2700 Meacham Blvd., Fort Worth TX 76137

CYD PROGRAM SUMMARY CHART

Program Component *List all required and ancillary program components offered*	**PROGRAM NAME**	**ANTICIPATED ANNUAL OUTPUT***	**ANTICIPATED AVERAGE MONTHLY OUTPUT***	**PROGRAM LENGTH**	**FREQUENCY AND INTENSITY OF PROGRAMMING - Total # of sessions, visits, or interactions per Participant**	**DAYS/TIMES PROGRAMMING PROVIDED BY AGENCY**	**LOCATION – include all where programming is offered**	**VIRTUAL MODIFICATIONS (if applicable)**
Youth-Based Curriculum	Teens in Action	Q1-Q4: 326 unduplicated	Q1-Q3: 150 unduplicated Q4: 104 unduplicated	Q1-Q3: 9 months (8 school-year cohorts) Q4: 3 months	Q1-Q3: Weekly 1 session per week x 37 weeks = 37 Q4: 1 Week 4 sessions per week x 6 weeks = 24	Q1-Q3: Mondays Lunch Period and After School, 3:45 p.m.-5:45 p.m. Q4: N/A	Q1-Q3: North Side High School Q4: N/A	Zoom
						Q1-Q3:Mondays Lunch Period and After School, 3:45 p.m.-5:45 p.m. Q4: N/A	Q1-Q3: Diamond Hill-Jarvis High School Q4: N/A	Zoom
						Q1-Q3: Wednesdays Lunch Period and After School, 4:15 p.m.-6:15 p.m. Q4: N/A	Q1-Q3: Kirkpatrick Middle School Q4: N/A	Zoom
						Q1-Q3: Thursdays Lunch Period and After School, 4:15 p.m.-6:15 p.m. Q4: N/A	Q1-Q3: W.A. Meacham Middle School Q4: N/A	Zoom
						Q1-Q3: Tuesdays Lunch Period and After School, 4:15 p.m.-6:15 p.m. Q4: N/A	Q1-Q3: J.P. Elder Middle School Q4: N/A	Zoom

						Q1-Q3: Thursdays Lunch Period Q4: N/A	Q1-Q3: Jean McClung Middle School Q4: N/A	Zoom
						Q1-Q3: Tuesdays After School, 3:45 p.m.-5:45 p.m. Q4: N/A	Q1-Q3: Diamond Hill Community Center Q4: N/A	Zoom
						Q1-Q3: Tuesdays Lunch Period Q4:N/A	Texas Academy of Biomedical Sciences	Zoom
						Q1-Q3:Tuesdays Lunch Period Q4: N/A	Q1-Q3: Trimble Tech High School Q4: N/A	Zoom
						Q1-Q3:	Q1-Q3: Q4: N/A	Zoom
						Q1-Q3: Mondays Lunch Period Q4: N/A	Q1-Q3: Jacquet Middle School Q4: N/A	Zoom
						Q1-Q3: Thursdays Lunch Period and After School, 4:15 p.m.-6:15 p.m. Q4: N/A	Q1-Q3: Dunbar High School Q4: N/A	Zoom
						Q1-Q3: N/A Q4: Mondays-Thursdays 8:00 a.m.-4:30 p.m.	Q1-Q3: N/A Q4: Camp Fire Resource Center or field trip/service project locations	Zoom
Post High School Readiness (PHSR) – College Readiness	Teens in Action		Q1-Q4: 175 duplicated	Q1-Q3: 9 months (8 school-year cohorts)	Q1 & Q3: 1 college/university tour	Q1-Q4: Dates and times Baylor University November 2025 Date	Q1-Q4: College/university campuses	N/A

				Q4: 3 months	Q4: 1 tour planned for each summer cohort	TBAas scheduled with colleges/universities.		
Post High School Readiness (PHSR) – Career Exploration and Workforce Readiness	Teens in Action		Q1-Q4: 175 duplicated	Q1-Q3: 9 months (8 school-year cohorts) Q4: 3 months	Q1-Q3: 8 career-based site visits or speakers (1 visit or speaker per school site) Q4: 1 visit planned for each summer cohort	Q1-Q4: Dates and times TBD as scheduled with employers.	Q1-Q4: Manufacturing, health care, technology, art, hotel/motel management, Botanical Research Institute, etc.	N/A

** An unduplicated Youth served is an Index Youth with a unique PEIRS client ID number who receives at least one service and is only counted one time during the State fiscal year.*
Indicate if Youth served Output target includes any duplicated Youth served.

OUTPUTS	TARGET	OUTCOMES	TARGET
OUTPUT 1: Expected average number of Index Youth served annually.	326	**OUTCOME 1:** 10-17-year-old Index Youths will not engage in delinquent behavior.	100%
OUTPUT 2: Expected number of Index Youth served monthly during the school year (September – May).	150	**OUTCOME 2:** Index Youth report positive outcomes in at least one domain of the Program Experience Survey at discharge	80%
OUTPUT 3: Expected number of Index Youth served monthly during the summer (June-August)	104	**OUTCOME 3:** Index youth improve in at least one domain or area of the DAP survey between pre- and post-program participation.	75%
OUTPUT 4: Index Youth will complete the PEI Program Experience Survey at Discharge	50%		
OUTPUT 5: Index Youth will complete a matching Developmental Assets Profile (DAP) pre-program participation and post-program participation survey.	60%		

TARGET POPULATION	
AGE RANGE	ANTICIPATED PERCENTAGE OF YOUTH SERVED ANNUALLY
Youth Ages 6-9	0%
Youth Ages 10-17	100%

GOALS AND OBJECTIVES

Please outline the goals and objectives for Fiscal Year 2025. Objectives are intended to operationalize goals and should be Specific, Measurable, Achievable, Relevant and Time-bound (SMART).
(http://www.health.state.mn.us/divs/opi/qi/toolbox/objectives.html).

Goals for the program
1. Teens in Action youth identify strengths and motivations through Step-it-up-to-Thrive curriculum lesson plans. 2. Teens in Action youth communicate effectively and appropriately. 3. Teens in Action youth learn self-motivation and build new skills for lifetime success and demonstrate the"6 C's" of Thriving: competence, character, connection, caring, confidence, and contribution. 4. Teens in Action youth plan for education and career choices. 5. Teens in Action students' academic performance improves and all participants advance to the next grade level.
Goal 1: Teens in Action youth identify strengths and motivations through Step-it-up-to-Thrive curriculum lesson plans.
Objective 1: Active Teens in Action youth improve realistic self-reflection skills, how to apply their strengths to challenges and opportunities so that they can overcome obstacles and reach their full potential, as measured by the pre- and post- Youth Outcomes Surveys and PQA by the end of the program year. Objective 2: Active Teens in Action youth identify their "sparks": interests, skills, commitments, or qualities that give their lives purpose and meaning, as measured by the pre- and post- Youth Outcomes Surveys and PQA by the end of the program year. Objective 3: Active Teens in Action youth engage with adult spark champions who help them develop their sparks, as measured by the pre- and post- Youth Outcomes Surveys and PQA by the end of the program year.
Goal 2: Teens in Action youth communicate effectively and appropriately.
Objective 1: Lesson plans from the InterACTION curriculum focus on effective communication and making adistinction in middle school students' style of communication based on the situation and participants, as measured by the pre- and post- Youth Outcomes Surveys and PQA by the end of the program year. Objective 2: Active Teens in Action youth gain confidence in expressing themselves and develop skills in conflict resolution and resisting peer pressure as measured by the pre- and post- Youth Outcomes Surveys and PQA by the end of the program year. Objective 3: Active Teens in Action youth develop a common language for framing concepts about thriving, as measured by the pre- and post- Youth Outcomes Surveys and PQA by the end of the program year.
Goal 3: Teens in Action youth learn self-motivation and build new skills for lifetime success and demonstrate the "6 C's" of Thriving: Competence, character, connection, caring, confidence, and contribution.
Objective 1: Through Step-it-Up to Thrive curriculum, active Teens in Action youth understand and apply a growth mindset, a belief that their abilities can be developed through dedication and hard work, developing resilience, as measured by the pre- and post- Youth Outcomes Surveys and PQA by the end of the program year. Objective 2: Active Teens in Action youth develop goal management skills to build indicators of thriving: Goal selection, Pursuit of strategies, and Shifting gears in the face of blocked goals (GPS), as measured by the pre- and post- Youth Outcomes Surveys and PQA by the end of the program year. Objective 3: Active Teens in Action youth develop a vision for their future. They are motivated to learn skills that are indicators of thriving, as measured by the pre- and post- Youth Outcomes Surveys and PQA by the end of the program year.
Goal 4: Teens in Action youth plan for education and career choices.
Objective 1: Active Teens in Action youth learn to utilize community resources such as GO Centers and the Fort

	Worth Library to help with college applications and financial assistance, as observed by Teens in Action program staff during the program year.
Objective 2:	Active Teens in Action youth recognize opportunities for growth and life-long success, as measured by the pre- and post- Youth Outcomes Surveys and PQA by the end of the program year.
Objective 3:	Active Teens in Action Youth demonstrate a growth mindset, as measured by the pre- and post- Youth Outcomes Surveys and PQA by the end of the program year.
Goal 5: Teens in Action students' academic performance improves and all participants advance to the next grade level.	
Objective 1:	Camp Fire staff gain an understanding of the home dynamic and offer referrals to additional resources, such as counseling, crisis hotlines, food banks, family support services, health care, housing, immigration, mental health, and substance abuse services, if needed.
Objective 2:	Academic support provided for the first 30 minutes of each weekly session at each school site during the school year.
Objective 3:	Camp Fire staff track students' grades and attendance records and works with the student to develop an improvement plan, if needed.

LOGIC MODEL

There is a wide variety of logic model formats, but most have the same key components including (resources/inputs, activities, outputs, outcomes and impact). Please include your logic model below.

See Attachment: Teens in Action Logic Model

REQUIRED & ANCILLARY PROGRAMMING PROVIDED

Please describe in detail the CYD Required and Ancillary Programming your organization provides, how the program will be delivered, and what developmental assets will be addressed.

REQUIRED PROGRAMMING (*Add Sections as Necessary*)

POST HIGH SCHOOL READINESS (PSHR)

Programming Period Q1-Q3: From: September 1, 2025 To: May 31, 2026
Programming Period Q4: From: June 1, 2026 To: August 31, 2026

All addresses (locations) where services will be provided, (please use full address):

Q1-Q3:
1 University Tour during November (Q1)
-Baylor University – November 2025 Date TBD

1 University Tour During Spring Break Trip in March
-Location TBD

Career-Based Site Visits or Speakers: TBD as scheduled with employers.

Manufacturing, health care, technology, art, hotel/motel management, Botanical Research Institute, etc.
8 career-based site visits or speakers (1 per school site during fall or spring semester)

Q4:
Tours: TBD as scheduled with colleges/universities.
College or university campuses.
1 college/university tour each week x 6 weeks June 8-26,2026 and July 6-July 24, 2026

Career-Based Site Visits or Speakers: TBD as scheduled with employers.
Manufacturing, health care, technology, art, hotel/motel management, Botanical Research Institute, etc.
1 career-based site visit each week x 6 weeks June 8-26,2026 and July 6-July 24, 2026

Check all that apply:

☒ Career exploration and workforce readiness ☒ College readiness ☐ Curriculum-Based Life Skills
☐ Life Skills Non-Curriculum ☐ Other: _____

Describe the PSHR programming to be provided in detail as outlined in Section 4.1.D of the RFA:

Teens in Action will provide PHSR to youth attending schools in 76106, 76164, 76112, and 76119.

Q1-Q4:
Post High School Readiness: *College & Scholarship Readiness*. How does a youth know which college experience will help them achieve their goal of obtaining their dream job? Understanding all of the college pathways can be hard. To prepare teens for post-secondary education, monthly guest speakers, from an array of higher education institutions (e.g., universities, community colleges, and technical schools) will engage students through an explanation of the true college experience from financial aid to student athletics and music programs, to degree offerings, to fraternity and sorority life.

Post High School Readiness: *Career Speaker Series*. Deciding on a prospective career field can be tough for a teen, especially if they don't have a clue to what their interests are. The career speaker series introduces students to a variety of career paths in a small group setting and, allows them to hear the trials and triumphs of individuals as they have blazed trails through career fields, such as manufacturing, health care, technology, art, hotel/motel management, military, law enforcement, etc.

Describe how PSHR programming will equip Youth with the experiences and skills necessary to successfully manage the responsibilities required upon entering college, career, and workplace environments:

Q1-Q4:
College/university tours will help youth identify schools to attend, degree offerings, financial aid, housing options, and campus life.

Q1-Q4:
Career-based site visits will help youth identify career paths, education requirements, income potential, and required professional behaviors and attire.

List the developmental assets addressed in this program component, see list of assets at the end of the PWP:

Q1-Q4:
External Assets:
Boundaries & Expectations – Adult role models
Boundaries & Expectations – High expectations
Constructive Use of Time – Youth programs

Internal Assets:
Commitment to Learning – Achievement motivation
Positive Values – Equality and social justice
Positive Values – Integrity
Positive Values – Honesty
Positive Values – Responsibility
Social Competencies – Planning and decision-making
Social Competencies – Interpersonal competence
Social Competencies – Cultural competence
Positive Identity – Personal power
Positive Identity – Self-esteem
Positive Identity – Sense of purpose
Positive Identity – Positive view of personal future

Field trips, if applicable: Provide a brief summary of each field trip to include, educational benefit, tentative month, location, and anticipated number of youths attending. Be sure to outline how the field trip aligns with PHSR program per the CYD RFA guidelines and requirements. Note: All field trips must have HHSC approval prior to incurring expenses.

Field trip expenses are not in the CYD budget for FY26.

College/university tours will help youth identify schools to attend, degree offerings, financial aid, housing options, and campus life.

Q1-Q3:
November – Baylor University: 1311 S 5th St. Waco, TX 76706
March – College Tour, TBD

Q4:
June – Paul Quinn College: 3837 Simpson Stuart Rd., Dallas, TX 75241
June – Texas State Technical College: 3801 Campus Dr., Waco, TX 76705
June – Tarleton State University: 1333 W Washington St., Stephenville, TX 76401
July – Dallas College: 1601 Botham Jean Blvd., Dallas, TX 75215
July – University of Texas at Dallas: 800 W Campbell Rd., Richardson, TX 75080
July – Dallas Baptist University: 3000 Mountain Creek Pkwy., Dallas, TX 75211

Youth Population to be served:	
☒ **Males** ☒ **Females**	☐ **6-9 years of age** ☒ **10-17 years of age**

Race/Ethnicity: All	**Grades Targeted:** 6th - 12th

ANCILLARY PROGRAMMING (*Add Sections as Necessary*)

TEENS IN ACTION

Programming Period Q1-Q3: From: September 1, 2024 To: May 31, 2025
Programming Period Q4: From: June 1, 2025 To: August 31, 2025

All addresses (locations) where services will be provided, (please use full address):

Q1-Q3:

1. North Side High School: 2211 McKinley Avenue, Fort Worth, TX 76164
   Mondays: lunch period and after school, 3:45 p.m.-5:45 p.m.

2. Diamond Hill-Jarvis High School: 1411 Maydell Street, Fort Worth, TX 76106
   Mondays: lunch period and after school, 3:45 p.m.-5:45 p.m.

3. Kirkpatrick Middle School: 3201 Refugio Avenue, Fort Worth, TX 76106
   Wednesdays: lunch period and after school, 4:15 p.m.-6:15 p.m.

4. W.A. Meacham Middle School: 3600 Weber Street, Fort Worth, TX 76106
   Thursdays: lunch period and after school, 4:15 p.m.-6:15 p.m.

5. J.P. Elder Middle School: 709 NW 21st Street, Fort Worth, TX 76164
   Tuesdays: lunch period and after school, 4:15 p.m.-6:15 p.m.

6. Jean McClung Middle School: 3000 Forest Avenue, Fort Worth, TX 76112
   Thursdays: lunch period

7. Diamond Hill Community Center l:1700 Northeast 37th Street, Fort Worth, TX 76106
   Tuesdays: after school, 3:45 p.m.-5:45 p.m.

8. Texas Academy of Biomedical Sciences: 300 Trinity Campus Circle, Floor 4, Fort Worth, TX 76102
   Tuesdays: lunch period

9. Trimble Tech High School: 1003 West Cannon Street, Fort Worth, TX 76104
   Tuesdays: lunch period

10. Jacquet Middle School: 2501 Stalcup Road, Fort Worth, TX 76119
    Mondays: lunch period

11. Dunbar High School: 5700 Ramey Ave., Fort Worth, TX 76112
    Thursdays: lunch period and after school, 3:45 p.m. to 5:45 p.m.

12. Social Responsibility and Teen Day Out: 2nd Saturday of each month at various locations.

Q4:

1. Camp Fire Resource Center, 2700 Meacham Boulevard, Fort Worth, TX 76137
   Mondays –Thursdays: 8:00 a.m.-4:30 p.m.
   6 weeks June 8-26,2026 and July 6-July 24, 2026

Check all that apply

☒ Youth-Based Curriculum ☐ Family-Based Curriculum Class ☐ Sports and Movement ☐ Academic Support
☐ Family Focused Activity ☐ Arts and Cultural Enrichment ☐ Service Planning and Coordination

Describe the programming to be provided in detail. For each program component chosen above, list and detail information each program component separately.

Teens in Action will provide Youth-Based Curriculum Class to youth attending schools 76106, 76164, 76112, and 76119.

Q1-Q3:

Youth-Based Curriculum Class: Weekly small group meetings implement a combination of research-based, highly regarded curricula, as listed in the chart below. Camp Fire uses emerging research in youth development, combined with powerful curricula pioneered by the Thrive Foundation for Youth and the Search Institute to focus on developmental assets, help empower youth to overcome life and academic obstacles and achieve self-defined success. With the help of their Camp Fire mentor, youth identify their values and "sparks" (or passions), construct and pursue individual goal plans, develop and take defined steps toward high school graduation, and to realize their full potential.

Although an emphasis on the positive has been a part of Camp Fire since its beginning 1910, Positive Youth Development (PYD) research helped us start formalizing our approach. Camp Fire worked with the **Thrive Foundation for Youth** (https://kingphilanthropies.org/initiatives/thrive-foundation-for-youth/) to put the newest PYD methods to work in our programs. The result is our successful, research based Thrive{ology} (https://campfire.org/experience/) framework, which is based on the **Search Institute's** concepts described below.

The Search Institute has developed a concept called "sparks": the interests and passions young people have within them that light a fire in their lives and express the essence of who they are and what they offer to the world. The Search Institute has repeatedly found that students with sparks and the support for developing them have better results on both developmental and academic outcomes.

The following themes emerged from several studies conducted by Search Institute and its partners of over 13,000 students in grades 5 through 12:

- Helping young people identify their sparks, and providing them opportunities to pursue and develop those sparks, are important additions to the more overtly "academic" steps schools take to promote students' success.
- Sparks promote healthy, positive development and contribute to psychological well-being and resilience. Students with sparks engage in fewer risk-taking behaviors, such as substance use or violence or unsafe sexual behaviors, than other students. They are less depressed, less worried, and more satisfied with their lives overall.
- Young people who have deep interests and are supported by family, friends, school, and community in the development of those passions have more interpersonal communication and friend-making skills, more empathy and understanding of others' feelings, and a better ability to work in teams.

A key focus of the Teens in Action program is to turn the world into a classroom by building connections between teens, their peers, other adults, and their community. Like all Camp Fire programs, Teens in Action promises a safe learning environment in which youth of all identities can confront their challenges and strive for individually-defined success within a supportive network of their Camp Fire mentor and peers.

Teens in Action combines small group discussions, career-focused community-led presentations, home visits to engage the family, community leader networking, and mentoring to provide confidence and leadership skills that empower students and motivate them to accomplish their goals.

Additionally, Camp Fire staff:

- Monitor students' school attendance and grades in six-week intervals, help students develop an improvement plan and provide referrals to additional support, if needed.
- Meet with school staff (e.g., teachers, counselors, Stay-in-School coordinators, College and Career Readiness Coaches) to identify any additional encouragement or assistance students may need.
- Provide information on truancy issues.
- Facilitate career exploration and preparation, including guest speakers.
- Provide referrals to social service agencies (as needed per student).

The Step-it-up-2-Thrive Theory of Change: In collaboration with The Thrive Foundation for Youth, Camp Fire has infused a research-based methodology throughout all our programs to help youth and teens:

- Identify Sparks: Identify and grow Sparks and Spark Champions.
- Growth Mindset: Understand brain development and move to a growth mindset; the belief that you can learn new skills all the time.
- Goal Management (GPS): Build goal management skills that last a lifetime.
- Reflection: Reflecting on activities, experiences and outcomes.

Armed with these skills, and with the guidance of trained, caring adults, we know that Camp Fire participants are more likely to:

- Achieve higher grades
- Stay in school
- Demonstrate social competence
- Lead a healthy lifestyle
- Volunteer to help other people
- Be environmentally conscious
- Have a sense of purpose
- Achieve their full potential

Reconnecting Youth is a program that targets underachieving students at risk of dropping out. The three primary program goals are to:

- Increase school performance (reflected by decreases in truancy and increases in grade point averages [GPA])
- Decrease drug involvement
- Improve mood management (reflected by decreases in depression, anger, and anxiety)

The curriculum concentrates on skills training within the context of adult and peer support, and aims to help vulnerable youth strengthen protective factors, while reducing risk factors in four primary areas: school, peers, family, and self.

The program targets students in grades nine through twelve who show signs of poor school achievement, potential for dropping out of high school (low grades and absenteeism), and who exhibit other problem behaviors, such as substance abuse, depression, and suicidal ideation.

Reconnecting Youth curriculum concentrates on two essential components: social support and life-skills training. The social support elements framing the program are (1) a network component built on prosocial relationship bonds emerging between the adult mentor and students and within the peer group, and (2) a social support process derived from the group interaction processes and life-skills training. The life-skills training consists of four elements: (1) self-esteem enhancement, (2) decision-making, (3) personal control, and (4) interpersonal communication. Each unit's presentation is sequenced, beginning with skill introduction, skill development, application, and finally skill transfer and relapse prevention.

Unlike other organizations, Camp Fire programs are measurable. We have employed the Thrive Theory of Change methodology to achieve the outcome of enabling youth to achieve their full potential and be able to prove it.

Every day, we see youth building positive, sustained relationships, learning life skills that include self-reflection and goal management, and practicing these skills in our school year and summer programs. We also see youth develop indicators of thriving that include positive youth outcomes such as increased social skills (inclusiveness and empathy), life skills, conflict resolution, purpose, and confidence.

Teens in Action® curriculum is for youth who have completed the Step-It-Up-2-Thrive curriculum lesson plans and are ready to move on to more focused leadership and service projects, which may include leading curriculum lesson plans for their peers in small group meetings and younger children at Camp Fire's Diamond Hill Station. Teens in Action® is youth-led and youth-driven. While guided by trained adults who act as mentors, the teens identify community needs, decide what issues they want to advocate for, and then take action on those issues to make an impact in their community.

InterACTION curriculum. Camp Fire's InterACTION program walks middle school students through the process of becoming an effective communicator by learning how to get their point across to others and understanding what others are trying to say to them.

STEAM (Science, Technology, Engineering, Arts/Agriculture, Math): Coding, robotics, art, and emerging career fields of tomorrow. Focusing on science, technology, engineer, arts, agriculture, and math, teens will explore these ever-evolving fields through engaging in hands-on experiments, project-based learning, and guest speakers who are experts in the field.

STEAM curriculum includes the following teaching tools:
Ozobots. An award-winning robotic platform that makes it easy to:
* Teach coding and STEAM with all subjects (Math, ELA, & more)
* Increase engagement with screen free and on screen with blocks
* Easily teach CS with video lessons, then advance with 100s of STEAM lessons
Wonderkits. STEM-based activities that contain all the materials needed to run a hands-on, engaging activity. Each kit features an easy to follow nationally aligned lesson plan, a how-to video, and helpful tips to fully engage students.

Healthy Relationships: Navigating close relationships can be tough as youth transition from childhood to teen to young adult. During this series, teens will take a deep dive into understanding the importance of having healthy relationships with their family, peers, money, and themselves. This series will be supported by Camp Fire's Interaction curriculum, financial literacy, the spoken word, yoga and movement, and a host of other supporting community partners, including One Love Foundation, which educates youth people about healthy and unhealthy relationships, empowering them to identify and avoid abuse and learn how to love better.

Social Impact: Camp Fire will partner with the FWPD several times throughout the year to volunteer in various areas of Fort Worth through clean-up, gardening, and other community projects. After each volunteer opportunity, the students and FWPD volunteers will have lunch together to allow students to further get to know the officers and the roles that they fill within the police department. Building these healthy relationships can mitigate the reality of racial disparities in imprisonment rates. Black individuals are 5.1 times more likely and white Hispanic individuals are 1.5 times more likely to be imprisoned than White individuals (Carson, 2020). Black students were 2.6 times more likely than White students to be arrested in a school setting, with increased police presence resulting in a disproportionate increase in the arrest of Black students as compared with other racial and ethnic groups (Homer & Fisher, 2019).

Carson, A. (2020). *Prisoners in 2019.* U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Statistics. https://bjs.ojp.gov/library/publications/prisoners-2019
Emily M. Homer & Benjamin W. Fisher (2019). *Police in schools and student arrest rates across the United States: Examining differences by race, ethnicity, and gender*. Journal of School Violence, DOI: 10.1080/15388220.2019.1604377. https://doi.org/10.1080/15388220.2019.1604377 Published online: 28 Apr 2019.

FWPD Community Engagement: Camp Fire will invite FWPD officers to attend and volunteer at Camp Fire Teens in Action events. This provides an opportunity for interaction between the officers and youth, and for the youth to speak up and speak out about the injustices that they have witnessed, how to heal from them, and how they can be proactive within their communities to decrease the effects of racial trauma and injustices. To have FWPD officers volunteer at these opportunities could truly be the starting foundation for building trust between youth of color and the police.

Social Responsibility and Service Learning: Giving back to the community through volunteerism is not only rewarding, but also needed. "Social Responsibility Ya'll" provides teens the monthly opportunity to serve within their communities and explore other communities in need. Through group volunteer experiences, teens will understand how the impact of their service can be crucial to supporting the needs of their city and the global community.

Q4:
Summer programming will be delivered at Camp Fire Resource Center, 2700 Meacham Blvd, Fort Worth 76137. Transportation will be provided by Camp Fire.

One-week camps (Monday-Thursday), with a maximum of 28 students attending each camp. Food, snacks, and drinks will be provided, which includes fresh fruits, vegetables, chips, fruit snacks, drinks, water, Kona Ice mid-week treat, and two barbeque sessions over the summer.

Youth-Based Curriculum: Continue curriculum lessons as described in the School Year section above with Index Youth. Some lessons may be repeated if needed for youth joining the program for the first time in the summer. Teens in Action® service and leadership projects for youth who have completed the Step-it-Up-to-Thrive curriculum.

Activities and field trips will be included during weekly summer camps, which will enhance lessons learned during curriculum classes. Field trips are to be determined for Summer 2025. Once summer programming outline is developed, Camp Fire will seek HHSC approval to ensure all field trips are in alignment with CYD RFA guidelines.

Service-learning projects are youth-driven, with the support of trained Camp Fire staff. Students determine the needs in their community and plan and develop service-learning projects to address those needs. Index Youth engage and interact with community members to seek input and to implement the project.

List the developmental assets addressed in this program component, see list of assets at the end of the PWP:

Q1-Q4:

External Assets:

Support – Family support (Family & Primary Caregiver Engagement)
Support – Positive family communication (Family & Primary Caregiver Engagement)
Support – Other adult relationships
Support – Caring school climate (Family & Primary Caregiver Engagement)
Support – Parent involvement (Family & Primary Caregiver Engagement)
Empowerment – Community values Youth
Empowerment – Youth as resources
Empowerment – Service to others
Empowerment – Safety
Boundaries & Expectations – Family boundaries (Family & Primary Caregiver Engagement)
Boundaries & Expectations – School boundaries
Boundaries & Expectations – Neighborhood boundaries
Boundaries & Expectations – Adult role models
Boundaries & Expectations – Positive peer influence
Boundaries & Expectations – High expectations
Constructive Use of Time – Creative activities
Constructive Use of Time – Youth programs
Constructive Use of Time – Time at home (Family & Primary Caregiver Engagement – home visits)

Internal Assets:

Commitment to Learning – Achievement motivation
Commitment to Learning – School engagement (Family & Primary Caregiver Engagement)
Commitment to Learning – Homework
Commitment to Learning – Bonding to school (Family & Primary Caregiver Engagement)
Commitment to Learning – Reading for pleasure
Positive Values – Caring
Positive Values – Equality and social justice
Positive Values – Integrity
Positive Values – Honesty
Positive Values – Responsibility
Positive Values – Restraint
Social Competencies – Planning and decision-making
Social Competencies – Interpersonal competence
Social Competencies – Cultural competence
Social Competencies – Resistance skills
Social Competencies – Peaceful conflict resolution
Positive Identity – Personal power
Positive Identity – Self-esteem
Positive Identity – Sense of purpose
Positive Identity – Positive view of personal future (Family & Primary Caregiver Engagement)

Field trips, if applicable: Provide a brief summary of each field trip to include, educational benefit, tentative month, location, and anticipated number of youths attending. Be sure to outline how the field trip aligns with the program per the CYD RFA guidelines and requirements. Note: All field trips must have HHSC approval prior to incurring expenses.

Field trip expenses are not in the CYD budget for FY26.

Field trips during six weeks of summer programming will be provided to enhance lessons learned during curriculum classes (. June 8-26,2026 and July 6-July 24, 2026
) Our program focuses on the following key elements of youth future success: Strengthened Family Connections, Increased Community Engagement, Improved Grades and Attendance, Improved Confidence and Leadership Skills, and Preparation for the Future.

Q1-Q3:
October – Camping in Camp El Tesoro: Teens in Action will take youth to camp Youth will camp outdoors in tents and explore the outdoors through the program. This will help build confidence and leadership skills as well as serve the community by doing service work projects at camp
March – Spring Break Trip, details TBD. Youth will have an opportunity to attend an overnight Spring Break trip hosted at a museum, visit a university, and visit a site of historical significance.

Q4:
Tours: TBD as scheduled with colleges/universities.
College or university campuses.
1 college/university tour each week x 6 weeks

Career-Based Site Visits: TBD as scheduled with employers.
Manufacturing, health care, technology, art, hotel/motel management, etc.
1 career-based site visit each week x 6 weeks

June – Fort Worth Fire Department: Station 9, 2575 Polaris Dr. Fort Worth, TX 76137 – Career exploration with a focus on future preparation.
June – Fort Worth Zoo: 1989 Colonial Pkwy., Fort Worth, TX 76110 – STEM programming with a focus on future preparation.
June – Perot Museum: 2201 N. Field St., Dallas, TX 75201 – STEM programming with a focus on career exploration.
June – Dallas Art Museum: 1717 N. Harwood St., Dallas, TX 75201 – STEAM programming with a focus on career exploration.
July – Kimbell Art Museum: 3333 Camp Bowie Blvd., Fort Worth, TX 76107 – STEAM programming with a focus on the future and career exploration.
July – Trinity River Water Department: 800 E. Northside Dr., Fort Worth, TX 76102 – STEM focused tour paired with career exploration.

Youth Population to be served:	
☒ **Males** ☒ **Females**	☐ **6-9 years of age** ☒ **10-17 years of age**
Race/Ethnicity: All	**Grades Targeted:** 6^{th}-12^{th}

FAMILY AND PRIMARY CAREGIVER ENGAGEMENT *Please outline your plan for how families and primary caregivers will be engaged in the CYD program.*
What strategies will be used to demonstrate a commitment to the meaningful involvement of Families and Primary Caregivers in CYD?

At Teens in Action, we consistently recognize the importance of exposing our youth to new ideas and experiences. Many young people struggle to envision possibilities beyond their everyday lives. We also understand the strong influence that families have on our students. By positively impacting parents, we can extend that same positive effect to siblings, ultimately striving to change not just the lives of individual students, but their families as well.

Our approach focuses on creating opportunities for connection, blending fun with learning. This year, our emphasis is on mental health and building resilience, both in life and through open conversations. Teens and their families are given the chance to experience new things in supportive environments, with staff they and their families trust, fostering honest dialogue while having fun.

Please detail the timeline for implementing your plan and strategies as described above.

Quarter 1 (September-November): A program introductory meeting for primary caregivers will be hosted to describe the program content and goals, and to meet the program staff. There will also be a family STEAM night. Youth will be engaged in social responsibility events during the week of Thanksgiving and learning about the realities of trafficking in our community, in partnership with Unbound Now.

Quarter 2 (December-February): There will be Family STEAM night and a holiday celebration with youth and families. Youth will have an opportunity to experience camping at Camp El Tesoro.

Quarter 3 (March-May): Financial literacy sessions will be conducted for primary caregivers and Teens in Action youth by a local bank, explaining budgeting, checking, credit scores, loans, and mortgages. A graduation celebration will be held for graduating seniors and their families in a community-accessible space in each ZIP code. There will also be a family STEAM night. Youth will have an opportunity to attend an overnight Spring Break trip hosted at a museum, visit a university, and visit a site of historical significance.

Quarter 4 (June-August): A Family Engagement Night will be hosted in August to introduce the TIA program and present a discussion on healthy relationships, focusing on having fun as a family and engaging in STEAM-based activities.

PROGRAM CURRICULUM AND EVIDENCE-BASED AND PROMISING PROGRAMS
Please briefly describe how all funded evidence-based or promising programs will be implemented.

For each Evidence-Based Program or Promising Practice Program proposed, describe any variations from the Evidence-Based Program(s) that have been approved by the developer.

N/A

CURRICULUMS
Add additional rows as needed

Curriculum Name	Program Component (to be used with)	Link to Website or Information	Notes/Comments
Step-It-Up-2-Thrive	Youth-Based Curriculum	www.thrivefoundation.org	Based on the Search Institute's evidence-based model, the goal of the Thrive theory of change, also known as Step-It-Up-2-

			Thrive, is for youth to move forward on trajectories of positive development toward their full potential.
Reconnecting Youth	Youth-Based Curriculum	https://youth.gov/content/reconnecting-youth	Evidence-based prevention program that targets underachieving students.
Camp Fire's "InterACTION"	Youth-Based Curriculum	Described here: https://www.campfireusa-illinois.org/6th-12th-grades	Tailored to the developmental needs of early adolescents, focuseson building healthy communication skills and helping youth learn simple conflict resolution approaches.
One Love Foundation	Youth-BasedCurriculum	https://www.joinonelove.org	One Love Foundation educates youth people about healthy and unhealthy relationships, empowering them to identify and avoid abuse and learn how to love better.
Ozobots	Youth-BasedCurriculum	https://ozobot.com/	Ozobots. An award-winning robotic platform that makes it easy to: * Teach coding and STEAM with all subjects (Math, ELA, & more) * Increase engagement with screen free and on screen with blocks * Easily teach CS with video lessons, then advance with 100s of STEAM lessons.
Wonderkits	Youth-BasedCurriculum	https://wonderkits.org/	Wonderkits. STEM-based activities that contain all the materials needed to run a hands-on, engaging activity. Each kit features an easy to follow nationally aligned lesson plan, a how-to video, and helpful tips to fully engage students.
Teens in Action®	Youth-BasedCurriculum	https://campfire.org/programs/#teen-service	Teens in Action® is youth- led and youth-driven. Whileguided by trained adults who act as mentors, the teens identify community needs, decide what issues they want to advocate for, and then take action on

			those issues to make an impact in their community.

VIRTUAL PROGRAMMING

Please briefly describe how you may shift components of your program to virtual if needed.

What is your plan if for any reason **training** must shift to a **virtual format** due to social distancing, local restrictions, etc.?

Camp Fire has been conducting its Teens in Action virtually since the Fort Worth ISD school closures after Spring Break in 2020. Program staff has communicated with the Teens in Action youth through texts, phone calls, porch visits, outdoor programming in local parks, Zoom meetings, and other technology apps and social media such as Facebook, SnapChat, WhatsApp, Houseparty, and Facetime.

If applicable, please indicate whether any events may need to be modified or cancelled should social distancing or local restrictions be in effect. Add additional rows if necessary.

Event or Initiative	Begin Date	End Date	Audience/ Stakeholders
Youth-Based Curriculum Class	September 2025	August 2026	Index Youth
Family & Primary Caregiver Engagement	September 2025	August 2026	Index Youth Family & Primary Caregivers

For each Program Component able to be provided virtually, describe any variations or modifications.

- Youth-Based Curriculum Classes and PHSR can be provided through Zoom meetings and/or socially distanced outdoor gatherings.
- Camp El Tesoro has adopted the American Camp Association and CDC guidelines for safe indoor and outdoor interactions.
- Family & Primary Caregiver Engagement would not include home visits, but would be modified to phone calls. Program information would be provided by printed materials. In-person financial literacy sessions would not be provided, nor would an in-person graduation celebration.

PROGRAM IMPLEMENTATION

Please describe in detail how program will be implemented under this Grant Agreement

Please indicate what startup activities will be necessary at the start of a Grant Agreement including hiring and training staff, publicizing your program in the community, and recruiting Youth to the program.

The Program Director is responsible for ensuring staff is fully trained in the curriculum, assisting Program Specialists with adding a new high school, participant recruiting, parent engagement events, program management, setting up career speakers (in coordination with Camp Fire's Volunteer Services Manager), oversight of data collection, and reporting.

Program Specialist #1 will primarily focus on the following schools: North Side HS, Meacham MS, Kirkpatrick MS, and J.P. Elder MS.

Program Specialist #2 will primarily focus on the following schools and community center: Dunbar HS, Texas Biomedical Academy of Science HS, Jean McClung MS, Diamond-Hill Jarvis HS, and Diamond Hill Community Center.

Program Specialist #3 will primarily focus on the following schools: Jacquet MS, Trimble Tech HS, with plans to serve Meadowbrook MS and Forest Oak MS in the FY26 grant period. Program Specialist #1, #2, and #3 will meet with school leadership to introduce the program, negotiate space for the program during lunch periods and after school, and determine the best days to host the program at each school. Staff will begin in August recruiting new youth for the school year in order to achieve our service goals. The program is currently operating and start up activities will be focused on recruiting additional students. Staff will begin in August recruiting new youth for the school year in order to achieve our service goals. Start-up activities for Teens in Action during the school year include a "Meet and Greet" during the lunch period at each campus at the beginning of the fall and spring semesters. Camp Fire staff set up an area where they share information with students about the program, including service-learning projects and field trips. Staff make phone calls to enroll students who have not turned in the necessary enrollment forms. We will also hold a back-to-school event as well as a fun recruitment event in August.
Describe outreach and recruitment strategies and plans. Include plans to reach and engage families demonstrating priority characteristics. If any special population of Youth and families were identified to be served by the program, please provide and the ways the organization will tailor program delivery or outreach to meet the unique strengths, circumstances and needs of the population(s).
Students are referred to the program by Stay-in-School Coordinators, principals, school counselors, attendance coordinators, and teachers, as well as friends who are current or former Teens in Action program participants and family members. Camp Fire staff attend Open Houses at the beginning of the school year to meet parents and students and share information about the program. Each spring, program staff attend the program high school and middle school College and Career Expos. The Teens in Action program also benefits from Camp Fire's annual marketing strategy, which creates awareness of our programs through press releases, a tri-annual newsletter, targeted email messages, and social media campaigns.
Describe plans to alleviate barriers to engagement and participation. Outreach and retention plans should include consideration of community context such as Youth with the potential to be underrepresented in programming such as young men or Youth of color.
The addition of the Teens in Action Program Director, Alric Arnett, has increased participation in the program by male Index Youth. Mr. Arnett is a former NFL football player and has a background in and passion keeping youth engaged and succeed in school, develop leadership skills, make good decisions, and prepare for college and career.
Describe accessibility of programming to Youth. Applicant must offer programming at times and places that meet the needs of local Youth.
Programming will be offered during lunch hours and after school hours during the school year. Camp Fire staff will consult with leadership at each school to determine the days and times that will work at each location.
Describe how transportation needs will be met. Address any Youth transportation barriers or needs, and how you will coordinate or provide transportation of Youth to participate in CYD program activities.
Camp Fire purchased a new bus so that transportation can be provided for Index Youth during the summer sessions.
Describe how the program will assist in reducing juvenile delinquency or crime, how it will positively develop and enhance the lives of youth and their families, and what impact the program will have on the community.
Camp Fire First Texas' Teens in Action service and leadership program provides year-round support (during the school year and summer break) to help middle and high school students who are in at-risk environments remain actively engaged in school, graduate, and prepare for a promising future. Teens in Action combines small groups, field trips, service learning, home visits, and mentoring to promote success, as well as inspire each youth's vision for the future. The program boosts confidence, builds self-esteem, and develops leadership skills. Youth are encouraged to reach for their dreams despite life circumstances and grow to become community leaders and innovators.

Describe any established community partners (including program sites, Youth referrals, special events, etc.).

Program Sites:
Diamond Hill-Jarvis High School
North Side High School
Kirkpatrick Middle School
W.A. Meacham Middle School
J.P. Elder Middle School
Jean McClung Middle School
Texas Academy of Biomedical Science
Trimble Tech High School
Jacquet Middle School
Dunbar High School
Camp El Tesoro
Northside Public Library
Diamond Hill Station (Camp Fire)
Diamond Hill Community Center
Tremble Tech High School

Partnerships:
Dallas Wings WBA
XFL
University of Texas at Austin
Texas Christian University
Baylor University
Texas State Technical College
Tarrant To and Through
Tarrant County College
Oklahoma University
Tarleton University
Texas A&M Commerce
Texas A&M at Galveston
Dallas College
Spring Hill Suites and Marriot
Takis

Ronald McDonald House
Community Enrichment Center
City of Fort Worth

Referral Agencies: Catholic Charities, Tarrant County MHMR, Lena Pope Home Counseling Services, Tarrant Area Food Bank, Texas Department of Health and Human Services Benefits Office, Workforce Solutions for Tarrant County, CCMS, and ACH Child and Family Services.

Describe the procedures or processes for enrollment, including how a Youth's eligibility will be assessed. Include information on any screening and assessment instruments your program will use to determine eligibility, needs, and strengths. Include details on the completion of CYD forms and action plans. Include your process for obtaining a new CYD Data Authorization Form annually for each Participant. Include your process for completion of Developmental Assets Profile (DAP) pre-surveys for Youth ages 10-17 years old.

Camp Fire follows HHSC regulations for CYD reporting. CYD Registration forms will be obtained from all youth entering the program each year. CYD Eligibility for Program Participation forms will be completed by staff through gathering information from all available sources. Outcome surveys will be obtained from youth according to HHSC requirements.

- Each participant is provided with a packet including: CYD registration packet, Certification of Income Statement, and a Camp Fire Enrollment form on or before the initial session for the parent to complete. The participant is asked to return the paperwork at the following meeting.
- Teens in Action staff will call the parent/guardian to provide additional information about the Teens in Action program and to make arrangements for turning in the student paperwork by mail, fax, email, hand delivery to school, or home visit from Teens in Action staff.
- Teens in Action staff will conduct a home visit if needed to provide information about the Teens in Action program and collect the student information.

List any additional assessment tools or surveys that will be utilized during programming (e.g. curriculum surveys, organizational surveys, etc.).

Camp Fire will follow all HHSC policies and procedures and utilize all assessment tools or surveys provided. The Developmental Assets Profile will be used for all CYD pre/post surveys. Pre-surveys will be completed by all youth when entering the program or at the beginning of each fiscal year. Post-surveys will be completed when youth exit the program or at the end of the school year or summer. Program Experience Surveys will be completed for youth closed or exiting the program.

Camp Fire measures performance of direct services to children and youth through Program Quality Assessment tools (PQA). This tool is used by other youth-serving organizations and created by the David P. Weikart Center for Youth Program Quality. The PQA evaluates youth experience and staff practices, helping to identify staff training needs and program improvement goals. The tools assess quality at point-of-service in four domains: (1) Engagement, (2) Interactions, (3) Supportive Environment, and (4) Safety.

Additionally, Camp Fire utilizes a valid and reliable retrospective pre-post youth survey to measure youth development outcomes in five domains. These domains include: (1) Social Skills (specifically Inclusiveness and Empathy), (2) Life Skills, (3) Conflict Resolution, (4) Purpose, and (5) Confidence. These domains are referred to as "Thriving Indicators" as they have been deemed the necessary skills and attributes needed to move youth along the path to thriving or reaching their full potential. Camp Fire annually collects and analyzes youth outcome data to evaluate the impact of our after school programming on youth strengths. Our goal is that youth participants will report a significant positive change in all five of these domains as a result of Camp Fire's after school programming. Thus far, we have seen that Camp Fire First Texas programming positively impacts youth outcomes in all five of the domains listed, with the most increase seen in Conflict Resolution.

Outline retention plans. If incentives will be used to support retention, describe plans for incentives, including the types of incentives to be provided, the intervals in the program at which the incentives will they be given, and what added benefit the incentives provide to the client.

All Camp Fire programs encourage youth voice, choice, planning, and opportunity for reflection to support engagement of the teens in the program, in their schools, the community, and with their parents, peers, and adult mentors. The same strategies are also successful strategies for retaining youth in the program. The protective factors youth develop in the program, including forming a friendship network, social competencies, interpersonal skills, involvement with positive peer group activities, emotional support, and a sense of purpose, provide motivation for remaining active participants. Through Camp Fire's Teen in Action program, youth are given an opportunity to join a community that fosters belonging and welcome's every student exactly as they are.

Retention plans for FY26 include offering access to scholarships for graduating seniors. We will also actively engage with alumni to follow them through post-high school to provide support and mentoring.

Describe how Youth are referred to other needed supports when a Participant would benefit from additional programming or supports or when program is at capacity. Include how referrals to other programs or providers are documented, tracked, and supported.
Camp Fire follows HHSC regulations for CYD reporting and case closure. Teens in Action staff constantly monitor program youth for signs that they may need additional services and make referrals to the appropriate agency. Some of the resources that are offered include: Catholic Charities, Tarrant County MHMR, Lena Pope Home Counseling Services, Tarrant Area Food Bank, Texas Department of Health and Human Services Benefits Office, Workforce Solutions for Tarrant County, CCMS, and ACH Child and Family Services.
Describe Participant activity documentation system(s), processes, and procedures. Include a description of how documentation is maintained and utilized to support program activities, as well as information that will be required in Participant file or activity notes.
Camp Fire program staff provide students with an enrollment packet and online link (in English and/or Spanish), including CYD required forms, on the first day they attend. If students do not return the enrollment forms, the Program Specialist will conduct a home visit to obtain the needed documents from the student's parents. All records are maintained in a binder in a locked cabinet. During the school year, Program Specialists track student progress through conversations with students, teachers, parents, and counselors. These discussions are recorded in anecdotal notes. Program Specialists also track student progress through report cards acquired through school personnel. Student progress is monitored during the summer through staff observation of their participation and relationships with other youth.
Describe how program completion for Participants will be determined, as well as processes and procedures for Participant closure and any follow-up. Include details of Participant closure documentation, Developmental Assets Profile (DAP) post-surveys, and administration of the Program Experience Survey.
While some high school students will leave the program at the end of the school semester, Camp Fire staff encourage students to stay in the program and be a leader for the next semester, facilitating some of the lessons. Middle school students often remain a part of Teens in Action as they move into high school. This provides them with a support group through this challenging transition in their lives. When staff believe students have received the full benefit of the Step-It-Up-2-Thrive curriculum, they offer the opportunity to participate in Camp Fire National's Teens in Action curriculum, where they can expand their leadership skills. Our ultimate goal is to retain Teens in Action youth in the program until they graduate from high school.
Outline plans to sustain programming beyond the five-year Period of Performance.
Camp Fire has an annual strategic plan to raise the funds necessary to provide critical programs and services to the community. Camp Fire's CEO, leadership team, development staff, program managers, and finance staff communicate clearly and often to ensure that budgets cover the full cost of the work, that our work is aligned with our mission, and the organization follows current accounting standards and maintains the capacity to complete the work.
Are program offerings listed on 2-1-1 current?
☒ **YES or** ☐ **NO**

ORGANIZATIONAL COMPETENCE
Describe strategies program will use in acknowledging and respecting the diversity of Youth and Families, including their cultural traditions, languages, values, socio-economic status, family structures, sexuality, gender identification, religion, individual abilities and other aspects.

Camp Fire welcomes all regardless of race, religion, socio-economic status, disability, or other aspects of diversity. Each Camp Fire staff member attends three hours of cultural competency training each year. Camp Fire uses the following model of building cultural competence for working effectively and respectfully with youth from a variety of backgrounds:

- Context of barriers: cultural origins, identity, and biases
- Awareness of barriers
- Awareness of self
- Awareness of others
- Implications

Describe diversity within organizational leadership and plans to increase diverse backgrounds and demographics of board members or other leadership during the grant period.

Camp Fire is committed to the affiliate's 22-person Board of Directors and 94 staff through the on-going work of:

1. Acknowledging, embracing, supporting, and accepting those from differing backgrounds especially those who have been underrepresented or marginalized.
2. Ensuring fairness in the procedures, processes, and distribution of resources within the council while understanding the root causes of the disparities in our society.
3. Fostering an inclusive culture in which everyone, especially those who are diverse, feels welcomed and can participate fully in decision-making processes.

Advancing DEI values makes our work stronger and more responsive to the challenges faced by those we work with and for. We further recognize that it is incumbent upon us to question and act upon, instead of reproducing, the structural inequities present in society. Our goal is to make an impact that is equitable for, empowering to, and driven by people living in the neighborhoods where we work. Our intention is to break down established processes, functional silos, and leadership habits to open up and more proactively share stories of what life is really like for historically marginalized people. We realize that while DEI programs may check a box, they don't always result in behavior change, cultural transformation, or system rethinking.

Mitigation strategies include:

- Increasing inclusive and equitably accessible professional development and promotion opportunities.
- Assessing and updating policies and procedures to ensure all recruiting, hiring and training processes are accessible and equitable to qualified candidates regardless of their values, beliefs, experiences, and preferences.

PROJECT STRUCTURE & STAFFING

Family Support Services (FSS) programs for which the organization is currently receiving funding:

CYD

Describe the staffing structure for the project. Describe qualifications for administrator(s), supervisor(s), staff working directly with program Participants. Describe intentional recruitment of staff with diverse backgrounds and experience supporting Positive Youth Development.

The Vice President of Youth Development provides high level oversight of the program and staff. The Program Director supervises the Teens in Action program staff, provides general guidance on curriculum and activities, and the daily operations of the program, including payroll and expense approval. The Program Specialists will be responsible for monthly desk reviews as well as submitting timely program and financial reports.

PREFERRED QUALIFICATIONS:

- Bachelor's degree in social work, education or related field

- 3-5 years working with at-risk teenagers
- 2-3 years' experience with small group facilitation and grant management
- Bilingual preferred (Spanish)

Describe supervision structure. Detail plans for administrative, clinical, and reflective supervision for staff.

Camp Fire's Vice President of Youth Development reports to the President/CEO. The Program Director reports to Vice President of Youth Development, and the Program Specialists report to the Program Director. The Program Director and Program Specialists meet weekly. All Camp Fire employees are reviewed for performance on an annual cycle. Performance reviews are the responsibility of the department Vice President. Performance reviews are used for planning and to identify employees' strengths and weaknesses and to support changes in job status, responsibilities, and salary.

Indicate whether volunteers or interns will be used. If so, please specify tasks or duties, minimum qualifications, trainings, and supervision structure.

Camp Fire has added a Volunteer Services Manager position to recruit and coordinate volunteers, including conducting background checks. Teens in Action volunteer opportunities include:

- Career speaker series for our Teens in Action service and leadership program
- Leading hands-on STEAM activities
- Hosting corporate and college site visits

Describe plan for maintaining required activities during vacancies and staff transitions. Include tangible plans for program oversight; program delivery; recruitment and outreach; sustainment of relationships; and community and systems-level strategy.

Staff retention is a focus for all hiring managers. Camp Fire has implemented a number of internal communication and recognition measures to increase employee engagement and reduce turnover.

The Vice President of Youth Development is responsible for hiring staff for Teens in Action. In case of a staff vacancy, another Program Specialist will cover additional schools (and be compensated for the additional hours) until a qualified replacement is hired. If there is a vacancy for an extended length of time, a Program Specialist from another division may temporarily assist.

Describe your organization's policies and procedures for reviewing case files for quality and completeness.

The information contained in case files is confidential and is property of the affiliate. Due to the confidential nature of case files, the Vice President of Youth Development is responsible for controlling all access to case files. Access to case files is limited to the appropriate department supervisors and management. With prior notice, employees are allowed to review a case file in the presence of the Vice President of Youth Development or designee. Employees are not allowed to alter any forms in a case file.

Describe your process for tracking all training for staff, and the position(s) responsible for tracking.

The Vice President of Youth Development is responsible for tracking training for staff. Training is delivered by Camp Fire employees with knowledge, experience, and training on the subject matter, or by contract consultants.

List the training your staff will receive as part of your training plan. In addition to evidence-based training requirements (if applicable), list any specialized trainings you anticipate providing to staff (e.g. cultural humility, cultural competency, mental health first aid, etc.). Please add additional rows as needed. See Training Requirements in Section 3.4 of the RFA.

Training Type/Title	**Staff Roles Receiving**	**Training Process**	**Timeframe**
Type: New Employee Orientation **Title:** New Hire Orientation and Pre-Service Training	All new program staff	☐ In-person by program model ☐ In-person consultant ☒ By supervisor/staff	Within 30 days of employment

		☐ Webinar ☐ Self-guided	
Type: New Employee Orientation **Title:** CYD Orientation	All CYD Staff	☐ In-person by program model ☐ In-person consultant ☐ By supervisor/staff ☐ Webinar ☐ Self-guided ☒ CYD Project Manager	Upon Hire and Annually
Type: Diversity, equity, & inclusion (cultural humility) **Title:** Cultural Competency	All program staff	☐ In-person by program model ☒ In-person consultant ☒ By supervisor/staff ☒ Webinar ☐ Self-guided	Annually
Type: Youth development **Title:** Developmental Stages Age Appropriate Activities Positive Guidance & Discipline Fostering Children's Self-Esteem Positive Interaction with Children Supervision of Children Detection & Reporting of Child Abuse/Neglect	All new program staff	☐ In-person by program model ☒ In-person consultant ☒ By supervisor/staff ☐ Webinar ☐ Self-guided	Within 30 days of employment
Type: Youth development **Title:** 12 clock hours annually selected from the following areas: Child Development Care of a Child with Special Needs Adult & Child Health Nutrition Safety Curriculum Planning Risk Management Identification & Care of Ill Children Recognition of Child Abuse Cultural Diversity Professional Development	All program staff	☐ In-person by program model ☒ In-person consultant ☒ By supervisor/staff ☐ Webinar ☐ Self-guided	Annually

DATA & DATA USE *Please briefly describe the quality assurance processes that will be utilized for this Grant Agreement*
Describe how your agency will use data to identify ongoing client and community needs and inform ongoing program improvement.

Camp Fire is certified by CNM (formerly Center for Non-Profit Management) for data-driven methodology. This certification confirms that Camp Fire First Texas is using valid methodology for collecting, analyzing and reporting program outcomes; making data-driven decisions; improving program performance; and engaging stakeholders in a meaningful way.

Camp Fire measures performance of direct services to children and youth through Program Quality Assessment tools (PQA), used by other youth-serving organizations and created by the David P. Weikart Center for Youth Program Quality. The PQA evaluates youth experience and staff practices, helping to identify staff training needs and program improvement goals. The tools assess quality at point-of-service in the following four domains:

- Engagement – How much the programming allows for youth choice, planning, and opportunity for reflection.
- Interactions – The quality of interactions among staff and youth and youth to peers, and the extent to which these interactions promote a sense of belonging, collaboration, and leadership development.
- Supportive Environment – How actively engaged the youth are, how much the programming allows for skill-building, and how youth workers re-frame conflict and encourage youth.
- Safety – The level of emotional safety, the overall health of program environment, and safety measures put in place.

An internal assessment team rates items related to each of these four domains based on observational evidence and discussion. Item scores are combined to produce an overall rating for each domain. Overall ratings from each program site are then combined at the end of the year to create a program quality profile for the council that can be used for comparison and assessment of progress over time. With this collection of assessment data, Camp Fire is able to confidently proceed through the Assess-Plan-Improve sequence of program quality improvement.

GRANT ADMINISTRATION
Describe how you will effectively administer the grant to ensure that contractual deadlines are met and that the budget is appropriately managed.
Camp Fire's Grant Manager maintains a schedule of grant and reporting deadlines. The Vice President of Youth Development, Program Director, Program Specialists, and Accounting Manager work together to ensure the program and financial reports are submitted on time.
Describe the quality assurance procedures you have in place.
As part of our continuous improvement process, Camp Fire creates and implements an Improvement Plan based off the assessment data. Our Improvement Plans outline clear goals, action steps, and benchmarks for increased quality. Our current Improvement Plan emphasizes the need to maintain the safety and supportive environments we have created in our program while setting our sights on steadily improving how we engage and interact with youth.

LOG OF ATTACHMENTS
Add additional rows as needed

Name of attachment	**Provided**	**Notes:**
Attachment D-1: YLD Scope and Sequence	☐ **YES or** ☒ **NO**	
Attachment D-2: PEI Evidence-Based Ranking Tool	☒ **YES or** ☐ **NO**	
Attachment D-3: Agency Org Chart	☒ **YES or** ☐ **NO**	
Attachment D-4: CYD Program Chart	☒ **YES or** ☐ **NO**	
Attachment D-5: CYD Job Descriptions	☒ **YES or** ☐ **NO**	

40 DEVELOPMENTAL ASSETS	
EXTERNAL ASSETS	
Support	Family support Positive family communication Other adult relationships Caring neighborhood Caring school climate Parent involvement
Empowerment	Community values Youth Youth as resources Service to others Safety
Boundaries & Expectations	Family boundaries School boundaries Neighborhood boundaries Adult role models Positive peer influence High expectations
Constructive Use of Time	Creative activities Youth programs Religious community Time at home
INTERNAL ASSETS	
Commitment to Learning	Achievement motivation School engagement Homework Bonding to school Reading for pleasure
Positive Values	Caring Equality and social justice Integrity Honesty Responsibility Restraint
Social Competencies	Planning and decision-making Interpersonal competence Cultural competence Resistance skills Peaceful conflict resolution
Positive Identity	Personal power Self-esteem Sense of purpose Positive view of personal future

Attachment Q-2: Form 2030, Budget Information Form

Health and Human Services Commission

Form 2030 FSS
Revised May 2024

Budget for Purchase of Service Contracts

2030 SUMMARY		
	Grantee	Tarrant County
	Subgrantee:	Camp Fire First Texas
	Contract #	HHS0008411700005
	Agency Account ID:	24821479
	Funding Period:	9/01/2025 to 8/31/2026
	HHSC DEP ID #	16CYDGRL
	FSS Program:	Community Youth Development (CYD)

Cost Categories	Original Approved 2030 (A.) Reimbursable	(B.) Other (Cost Sharing)	(C.) Program Total
(1A) Personnel-Salaries	$107,881.92	$183,298.08	$291,180.00
(1B) Personnel-Fringe Benefits-by Employee	$8,252.97	$14,022.30	$22,275.27
(1C) Personnel-Fringe Benefits-by Type	$0.00	$0.00	$0.00
(2) Travel	$0.00	$0.00	$0.00
(3) Supplies and Controlled Assets	$0.00	$0.00	$0.00
(4) Capital Equipment (greater than $5K)	$0.00	$0.00	$0.00
(5) Other Costs	$0.00	$0.00	$0.00
Direct Costs Total	$116,134.89	$197,320.38	$313,455.27
Indirect Costs Total	$0.00	$0.00	$0.00
TOTAL	**$116,134.89**	**$197,320.38**	**$313,455.27**

Program Allocation	37%	63%	100%

Certified By (signature):	Brian Miller
Name:	Brian Miller
Title:	President and CEO
Date:	8/13/2025

FY26 Contract Budget

Contractor: Camp Fire First Texas
HHSC DEP ID #: 16CYDGRL
FSS Program: Community Youth Development (CYD)
Total HHSC Contractual Obligation: $116,134.89
Total Cost Sharing: $197,320.38
Funding Period: 9/01/2025 to 8/31/2026

Contract #: HHS000841700005
Budget Preparer: Yvette M. Wingate, Ed.D.
Certifying Approver: County Judge Tim O'Hare

PERSONNEL - SALARIES	HHSC Contract Budget	Methodology for Contract Budget Narrative	Cost Sharing Budget	Methodology for Cost Sharing Budget Narrative	FTE Allocations: Total Salary	FTE	% Time Allocated to HHSC Contract	% Time Allocated to Cost Sharing	Number of months on contract	Direct Service or Admin*
VP of Youth Development (FTE)	10,200.00	Salary: $8,500.00/month x 10% CYD time x 12 months = $9,180.00. Role Description: Provides high level oversight of the program and staff, including program planning, goals, curriculums, schedules, and budgets.	91,800.00	The remainder of this position's salary is covered through a combination of public and private funding. The % allocated to the HHSC contract budget is representative of the % of time spent on CYD-specific direct services.	$ 102,000.00	1.00	10.00%	90.00%	12	Admin
Program Director (FTE)	29,835.00	Salary: $5,525.00/month x 45% CYD time x 12 months = $29,835.00. Role Description: Supervises the Teens in Action staff, provides general guidance on curriculum and activities, and the daily operations of the program, including payroll and expense approval.	36,465.00	The remainder of this position's salary is covered through a combination of public and private funding. The % allocated to the HHSC contract budget is representative of the % of time spent on CYD-specif cdirect services.	$ 66,300.00	1.00	45.00%	55.00%	12	Direct Service
Program Specialist #1 (FTE)	27,820.80	Hourly: $21/hour, $3,360/month x 69% CYD time x 12 months = $27,820.80. Role Description: Responsible for outreach, recruitment, and program facilitation. Completes CYD reports and attends monthly desk reviews, as well as submits timely program and financial reports.	12,499.20	The remainder of this position's salary is covered through a combination of public and private funding. The % allocated to the HHSC contract budget is representative of the % of time spent on CYD-specific direct services.	$ 40,320.00	1.00	69.00%	31.00%	12	Direct Service
Program Specialist #2 (FTE)	22,707.72	Hourly: $22.50/hour. $3,600/month x 52.56% CYD time x 12 months = $23,760.00. Role Description: Responsible for outreach, recruitment, and program facilitation. Completes CYD reports and attends monthly desk reviews, as well as submits timely program and financial reports.	20,492.28	The remainder of this position's salary is covered through a combination of public and private funding. The % allocated to the HHSC contract budget is representative of the % of time spent on CYD-specific direct services.	$ 43,200.00	1.00	52.56%	47.44%	12	Direct Service
Program Specialist #3 (FTE)	17,318.40	Hourly: $20.50/hour. $3,280/month x 44% CYD time x 12 months = $17,318.40. Role Description: Responsible for outreach, recruitment, and program facilitation. Completes CYD reports and attends monthly desk reviews, as well as submits timely program and financial reports.	22,041.60	The remainder of this position's salary is covered through a combination of public and private funding. The % allocated to the HHSC contract budget is representative of the % of time spent on CYD-specif c direct services.	$ 39,360.00	1.00	44.00%	56.00%	12	Direct Service
Total	$ 107,881.92		$ 183,298.08		$ 291,180.00					

FRINGE by EMPLOYEE	HHSC Contract Budget	Methodology for Contract Budget Narrative	Cost Sharing Budget	Methodology for Cost Sharing Budget Narrative	Total Fringe per Employee	FTE	% Fringe Allocated to HHSC Contract	% Fringe Allocated to Cost Sharing	Number of months on contract	Fringe % of Salary
VP of Youth Development (FTE)	780.30	Medicare/Social Security FICA of 7.65% of allocated $31,161 HHSC contract budget for this position.	7,022.70	The remainder of this position's fringe expenses are covered through a combination of public and private funding.	$ 7,803.00	1.00	10.00%	90.00%	12	7.65%
Program Director (FTE)	2,282.38	Medicare/Social Security FICA of 7.65% of allocated $11,220 HHSC contract budget for this position.	2,789.57	The remainder of this position's fringe expenses are covered through a combination of public and private funding.	$ 5,071.95	1.00	45.00%	55.00%	12	7.65%
Program Specialist #1 (FTE)	2,128.29	Medicare/Social Security FICA of 7.65% of allocated $27,820.80 HHSC contract budget for this position.	956.19	The remainder of this position's fringe expenses are covered through a combination of public and private funding.	$ 3,084.48	1.00	69.00%	31.00%	12	7.65%
Program Specialist #2 (FTE)	1,737.14	Medicare/Social Security FICA of 7.65% of allocated $23,760 HHSC contract budget for this position.	1,567.66	The remainder of this position's fringe expenses are covered through a combination of public and private funding.	$ 3,304.80	1.00	52.56%	47.44%	12	7.65%
Program Specialist #3 (FTE)	1,324.86	Medicare/Social Security FICA of 7.65% of allocated $17,318.40 HHSC contract budget for this position.	1,686.18	The remainder of this position's fringe expenses are covered through a combination of public and private funding.	$ 3,011.04	1.00	44.00%	56.00%	12	7.65%
Total	$ 8,252.97		$ 14,022.30		Total Fringe % (of Salary)		7.65%	13.00%		

FRINGE by TYPE of BENEFIT	HHSC Contract Budget	Methodology for Contract Budget Narrative	Cost Sharing Budget	Methodology for Cost Sharing Budget Narrative	Total Fringe for HHSC Program Benefits	% Fringe Allocated to HHSC Contract	% Fringe Allocated to Cost Sharing	
Social Security (FICA)	-		-		$ -	0.00%	0.00%	
State Unemployment Tax Act (SUTA)	-		-		$ -	0.00%	0.00%	
Retirement	-		-		$ -	0.00%	0.00%	
Insurance- Medical	-		-		$ -	0.00%	0.00%	
Insurance- Dental	-		-		$ -	0.00%	0.00%	
Insurance- Vision	-		-		$ -	0.00%	0.00%	
Insurance- Worker's Compensation	-		-		$ -	0.00%	0.00%	
Insurance- Unemployment	-		-		$ -	0.00%	0.00%	
Short-Term Disability	-		-		$ -	0.00%	0.00%	
Long-Term Disability	-		-		$ -	0.00%	0.00%	
Life Insurance	-		-		$ -	0.00%	0.00%	
Other Fringe	-		-		$ -	0.00%	0.00%	
Total	$ -		$ -			0.00%	0.00%	Total Fringe % (of Salary)

TRAVEL	HHSC Contract Budget	Methodology for Contract Budget Narrative	Cost Sharing Budget	Methodology for Cost Sharing Budget Narrative
Mileage	-		-	
Airfare	-		-	
Meals	-		-	

Lodging	-		-	
Miscellaneous Transportation	-		-	
Total	$ -		$ -	

SUPPLIES and CONTROLLED ASSETS	HHSC Contract Budget	Methodology for Contract Budget Narrative	Cost Sharing Budget	Methodology for Cost Sharing Budget Narrative
Office Supplies	-		-	
Program Curriculum	-		-	
Outreach Materials/Program Literature	-		-	
Technology (controlled assets)	-		-	
other supplies and controlled assets	-		-	
Total	$ -		$ -	

CAPITAL EQUIPMENT (greater than $5K)	HHSC Contract Budget	Methodology for Contract Budget Narrative	Cost Sharing Budget	Methodology for Cost Sharing Budget Narrative
	-		-	
Total	$ -		$ -	

OTHER	HHSC Contract Budget	Methodology for Contract Budget Narrative	Cost Sharing Budget	Methodology for Cost Sharing Budget Narrative
Other	-		-	
Total	$ -		$ -	

SUBTOTAL Excluding Subgrantees	HHSC Contract Budget	Methodology for Contract Budget Narrative	Cost Sharing Budget	Methodology for Cost Sharing Budget Narrative
	$ 116,134.89		$ 197,320.38	

INDIRECT COSTS	HHSC Contract Budget	Methodology for Contract Budget Narrative	Cost Sharing Budget	Methodology for Cost Sharing
0.00%	-		-	
Indirect Cost Rate adjustment	-		-	
Total	$ -		$ -	

Debarment/Suspension Certification indicating that you are in compliance with the below Federal Executive Order.

Debarment:
Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Brian Miller, President & CEO (Name)
Camp Fire First Texas (Company)
2700 Meacham Blvd. (Address)
Fort Worth, Texas 76137 (Address)
L8BEMX9ERCE5 (Unique Entity ID)

PHONE 817-831-2111 -- FAX 817-831-5070
EMAIL Brian@CampFireFW.org

Brian Miller Signature 8/13/2025 Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2025-1349637

Date Filed:
08/13/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Camp Fire First Texas
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 Community Youth Development

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.
HHS000841700005
Teens in Action Program

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. [X]

6 UNSWORN DECLARATION

My name is __Brian Miller_____, and my date of birth is ___09/19/1972_____.

My address is _2700 Meacham Blvd _____, _____Fort Worth_____, ___TX_, ____76137___, Tarrant
(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 __13_day of _August , 2025___.
(month) (year)

Brian Miller
Signature of authorized agent of contracting business entity
(Declarant)

Attachment Q-5: Federal Award Information Form

1	Subrecipient Name	Camp Fire First Texas
2	Subrecipient Unique Entity ID	L8BEMX9ERCE5
3	Federal Award Identification Number (FAIN)	2401TXFPSS
4	Federal Award Date	TBD
5	Subaward Period of Performance Start and End Date	10/1/2023-9/30/2025
6	Amount of Federal Funds Obligated by This Action	$525,000.00
7	Total Amount of Federal Funds Obligated to the Subrecipient	$76,506.03 The exact amount of federal funding will be determined by HHSC at the end of the fiscal year.
8	Federal Award Project Description, as required by FFATA	Promoting Safe and Stable Families
9	Name of Federal Awarding Agency	U.S. Department of Health and Human Services
10	Pass-Through Entity	HHSC/Tarrant County
11	Contact Information for Awarding Official	Tarrant County 100 E. Weatherford Fort Worth, TX 76196-0001
12	CFDA Number and Name	93.556/State
13	Identification if the Award is R&D	N/A
14	Indirect Cost Rate	N/A

Attachment Q-6

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: Community Youth Development (CYD), Contract (Grant) Number: HHS000841700005, Agency ID: 24821479 [Enter description of contract above]

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 is does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

CERTIFIED by:

Brian Miller Signature of Certifying Person

Brian Miller Printed Name of Certifying Person

President and CEO Title of Certifying Person

Camp Fire Fire Texas Name of Vendor Company/Organization

8/13/2025 Date Certified

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 59
Department:	**Prepared By:** Gary Collins, Contracts Specialist	**Approved By:** Gary Collins, Contracts Specialist

SUBJECT:

Consideration of the Community Service Provider Subrecipient Contract with Diamond Hill North Side Youth Association for the Provision of Success and Opportunities in Athletics and Recreation Sports for Success Program Services through the Texas Health and Human Services Commission Family Support Services Community Youth Development Program

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the Community Service Provider Subrecipient Contract with Diamond Hill North Side (DHNS) Youth Association for the provision of Success and Opportunities in Athletics and Recreation (SOAR) Sports for Success program services through the Texas Health and Human Services Commission (HHSC) Family Support Services (FSS) Community Youth Development (CYD) Program, #HHS000841700005.

BACKGROUND

Tarrant County Public Health (TCPH) receives annual grant funding from HHSC for the continuation of the CYD program. CYD provides support services to youth and their families with the goal of curbing juvenile crime in Tarrant County. These supports lead to strengthened connection, engagement, and contribution to the community. Grant funding provides assistance to FSS partners with community-based programs, providing a variety of opportunities to promote positive outcomes for children, youth, and families. Services are provided by sub-awards though reimbursements from the CYD program HHSC grant.

DHNS Youth Association program provides year-round support to middle and high school students by providing SOAR Mentoring, SOAR Youth Leadership Development classes, SOAR Post-High School Readiness classes and activities, and Sports for Success. These services will provide valuable programming that will benefit youth in their classrooms, their communities, and their future careers.

On April 16, 1996, the Commissioners Court, through Court Order #74131, approved the original CYD Grant Contract with the Department of Family and Protective Services (DFPS) to curb juvenile crime in the 76106 and 76164 ZIP codes. Thereafter, renewals have been made to continue the program.

On August 17, 2021, the Commissioners Court, through Court Order #136109, approved the FY 2022-2026 Grant Contract with DFPS for the term of September 1, 2021, through August 31, 2026, for funding in an amount not-to-exceed $3,281,250.00 over the term of the contract. In addition, the service area for Tarrant County was expanded to include the 76112 and 76119 ZIP codes. This agreement serves as the base contract for which annual FY funding may be awarded through NOAs.

On September 1, 2024, the granting agency for CYD funds changed from DFPS to HHSC, and the program changed from Prevention and Early Intervention (PEI) to FSS. This contract will reflect the new granting agency of HHSC FSS with the same start date of September 1, 2024.

On October 15, 2024, the Commissioners Court, through Court Order 144093, approved FY 2025 Community Service Provider Contract with DHNS Youth Association for the provision of SOAR Mentoring, SOAR Youth Leadership Development classes, SOAR Post-High School Readiness classes and activities, and Sports for Success program services in an amount not to exceed $81,998.03, with a term of October 15, 2024, through August 31, 2025.

With approval of this subrecipient contract, Tarrant County will reimburse DHNS Youth Association an amount not to exceed $81,998.03 in FY 2026 FSS CYD Grant funding for the provision of SOAR Mentoring, SOAR Youth Leadership Development classes, SOAR Post-High School Readiness classes and activities, and Sports for Success program services as mentioned above. The funding period for the contract is September 1, 2025, through August 31, 2026.

The Criminal District Attorney's Office has reviewed this contract as to form.

FISCAL IMPACT

Funds will be requested for FY2026 in the amount of $81,998.03.

This grant does not require matching funds, allows for indirect costs, and does not include an operating subsidy.

All associated costs to be paid from grant funds in Grant-2004 / F0040-2026 / 5100103000.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____
Auditor

Attachments

DHNS FY26 CYD SUBCONTRACT-signed by DHNS.pdf

THE STATE OF TEXAS

COMMUNITY SERVICE PROVIDER CONTRACT

COUNTY OF TARRANT

1. BACKGROUND

1.1 Texas Health and Human Services Commission ("Texas Lead Agency") allocates funds for Community Youth Development services by distribution through a local lead agency.

1.2 Texas Lead Agency designates Tarrant County ("County") as the local Lead Agency.

1.3 County subcontracts with community-based service providers to deliver services in accord with the directives of Texas Lead Agency.

1.4 The 74th Regular Legislative Session, in House Bill 327, created the Community Youth Development Grant by adding Section 16 of Article 4413 (503), V.T.C.S..

1.5 The goal of the CYD program is to assist communities, identified by a high incidence of juvenile crime, in alleviating family and community conditions that lead to juvenile crime. In that effort, the County will subcontract with the Service Provider to provide youth and family services to the 76106, 76164, 76112 and 76119 communities.

2. PARTIES TO CONTRACT

Tarrant County ("County") and Diamond Hill North Side Youth Association ("Service Provider") agree to the following terms and conditions of this contract.

3. SERVICE PROVIDER DUTIES

3.1 The Service Provider must provide services in accordance with the Project Work Plan (Attachment Q-1). Attachment Q-1 may not be amended without the written prior approval of the County.

3.2 County will conduct quarterly reviews of the work of the Service Provider. If the County requests, the Service Provider must provide a written Corrective Action Plan (CAP) detailing actions that will be taken to meet the deficiencies identified in the quarterly review.

3.3 Service Provider acknowledges receipt of a copy of the contract between the County and the Texas Lead Agency (Contract # HHS000841700005 / Agency ID # 24821479). Service Provider agrees to abide by all the terms of that contract that may in any way be applicable to it in its performance of its services.

3.4 Service Provider will cooperate fully in any review conducted by the County or its authorized representatives related to services provided under this contract. The County has the authority to monitor, inspect, assess, and review the fiscal, contractual, or program performance of the Service Provider, including all information related to any services provided under this contract or billed to the County. The Service Provider will remedy in a timely manner, any weaknesses, deficiencies, program noncompliance, or audit exceptions found as a result of a review by the County or its authorized representatives. Such remedy can include a refund of billed amounts or any other appropriate sanctions or penalties deemed necessary by the County. Acceptance of funds under this contract acts as acceptance of the authority of the County, Texas Lead Agency, State Auditor's Office, Texas Health and Human Services Commission (HHSC) Office of Inspector General, or any successor agency, to audit or investigate the expenditure of funds under this contract.

4. TERM

The term of this contract will commence on September 1, 2025 and end August 31, 2026.

5. GOVERNING LAW

5.1 Governing Law and Venue. This Agreement shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Agreement will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in State Court.

5.2 In delivering services pursuant to this contract Service Provider must comply with applicable federal law and state law including the following:

A. Anti-Discrimination. Service Provider agrees to comply with state and federal anti-discrimination laws, including without limitation:
   1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
   2) Section 504 and 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   3) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
   4) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   5) Title IX of Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   6) Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.);
   7) HHSC's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this agreement.

B. The Service Provider agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion be excluded from participation in or denied any aid, care, service or other benefits provided by federal or state funding, or otherwise be subjected to discrimination.

C. Federal Financial Participation (FFP) requirements in accordance with Titles 45 and 48 of the Code of Federal Regulations (CFR) and federal circulars, as amended.

D. The Service Provider will comply with the Title VI of the Civil Rights Act of 1964, and its regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a Service Provider from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Applicable state and federal civil rights laws require Service Providers to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Service Provider agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. Service Provider also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate language other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

E. Service Provider will comply with Executive Order 13279, and its regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States

Department of Agriculture or the United States Department of Health and Human Services will not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

F. Upon request, Service Provider will provide HHSC Civil Rights Office with copies of all of Service Provider's civil rights policies and procedures.

G. Service Provider must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to the address below.

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885

H. Health and Safety Code Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV).

I. Immigration Reform and Control Act of 1986 and any subsequent immigration laws related to employment verification and retention of verification forms for any individuals performing any labor or services under this contract; including The Immigration Act of 1990 and The Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") enacted on September 30, 1996.

J. All state and federal licensing and certification requirements and regulations prescribed by the United States Department of Health and Human Services and Texas Lead Agency.

K. All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.).

L. All mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued related to the Energy Policy and Conservation Act (Pub.L.94-163).

M. The Fair Labor Standards Act (FLSA) (29 U.S.C. §201 et seq.) regarding minimum wages, overtime pay, recordkeeping, and child labor.

5.3 To the extent applicable to this agreement and to the parties, Service Provider must:

A. Comply with HHS Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Award 45 CFR 75.

B. Comply with Office of Management and Budget (OMB) 2 CFR 200 – Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards, as well as 40 Texas Administrative Code (TAC) §§732.240-256 as applicable.

Further, all contractors that are subrecipients and are state or local government entities, or are funded with federal block grants, are required to comply with the Uniform Grant Management Standards (UGMS), as applicable. School districts, colleges and universities, and special districts are excluded from UGMS compliance requirements. In the event of any conflict or contradiction between or among the regulations referenced in this contract term, the regulations will control in the following order of precedence: 45 CFR, Part 74; 2 CFR 200; UGMS; and 40 TAC §§732.240-256. Service Provider agrees that funds requested in this contract will not be used to replace federal, state or local funding.

C. Comply with 42 U.S.C. §675(4) (Foster care maintenance payments must be expended for items that are provided by foster parents and facilities).

D. Pay applicable state, local, or federal excise taxes. The Service Provider must be able to demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. The Service Provider must comply with all Federal and State tax laws and withholding requirements. The County will not be liable to the Service Provider or its employees for any Unemployment or Workers' Compensation coverage, or Federal or State withholding requirements. The Service Provider will indemnify the County and pay to the County all costs, penalties, or losses caused by the Service Provider's breach of this section.

E. Service Provider has an affirmative duty to remain in compliance with applicable franchise tax requirements. If the Texas Comptroller of Public Accounts (CPA) designates the Service Provider to be forfeited from doing business in the State of Texas, the contract will terminate effective on that date. Service Provider agrees that should the Texas Comptroller of Public Accounts (CPA) ever place the Service Provider on “vendor hold,” then the County will apply all payments under this contract directly toward eliminating any of the Service Provider’s debts or delinquencies to the State of Texas.

F. FFATA Reporting. Service Provider must report to the County the data elements required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) and listed in 1.27.9 if Service Provider is a Subrecipient. No direct payment will be made to Service Provider for providing any reports required under these provisions, as the cost of producing such reports will be deemed included in the Contract price. The reporting requirements in 1.27.9 are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes will be automatically incorporated into this Contract and shall become part of Service Provider’s obligations under this Contract. The County may provide written notice to Service Provider of any such change in accordance with this Contract, but such notice will not be a condition precedent to Service Provider’s duty to comply with revised OMB reporting requirements.

5.4 None of the funds, materials, property or services contributed by the parties under this contract will be used in the performance of this contract for any partisan political activity, or to further the election or defeat of any candidate for public office. In addition, none of the funds reimbursed under this contract will be used to pay the salary or the expenses of anyone for any activity designed to influence legislation or appropriation pending before legislative bodies of the state or federal government.

5.5 1295 Compliance. Service 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 Q-4, with the Texas Ethics Commission as required by law.

5.6 Subrecipient Officers' Total Compensation (Top 5). According to the timeframes communicated by the County but no later than the end of the month following the month of a contract award, and annually thereafter, the Service Provider will report the names and total compensation of each of the five most highly compensated executives for the Service Provider's preceding completed fiscal year if, in the Service Provider's preceding fiscal year, the Service Provider received –

A. Eighty percent (80%) or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
B. $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
C. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

6. INFORMATION SECURITY REQUIREMENTS

The Service Provider must comply with the following:

6.1 The HHSC IT Security Policy

6.2 Health and Human Services Enterprise Information Security Standards and Guidelines

6.3 Title 1, Texas Administrative Code, Sections 202.1 and 202.3-.28

6.4 Texas Human Resources Code, Section 40.005

6.5 Texas Business and Commerce Code, Subchapter B, Sections 521.051-.053

6.6 Texas Family Code, Section 162.018

6.7 Texas Family Code, Subchapter C, Sections 261.201-.203

6.8 Texas Family Code, Section 264.408

6.9 Texas Family Code, Section 264.511

6.10 Texas Health and Safety Code, Section 85.115 and 40 TAC Section 1404

6.11 Title 40, Texas Administrative Code, Subchapter B, Sections 700.201-.209

6.12 Texas Health and Safety Code, Chapter 181 and 1 TAC Sections 391.1-.2

6.13 The Federal Information Security Management Act of 2002 (FISMA)

6.14 Publication 1075 - Tax Information Security Guidelines for Federal, State and Local Agencies

6.15 NIST Special Publication 800-53 Revision 3 - Recommended Security Controls for Federal Information Systems and Organizations

6.16 NIST Special Publication 800-47 - Security Guide for Interconnecting Information Technology Systems

6.17 In addition to the requirements expressly stated in this Section, Service Provider must comply with any other State or Federal law, regulation, or administrative rule relating to the specific Texas Lead Agency program area that CYD and Service Provider supports.

6.18 Upon reasonable notice, Service Provider must provide, and cause its subcontractors and agents to provide, Texas Lead Agency or its designee, prompt, reasonable, and adequate access to any information security records, books, documents, and papers that are directly pertinent to the performance of the Contract including, but not limited to:

A. Service Provider information security policies;
B. Service Provider information security procedures;
C. Service Provider information security standards;
D. Service Provider information security guidelines;
E. Service Provider security plan in compliance with NIST Special Publication 800-53 Revision 3;
F. Service Provider security violation reports;
G. Service Provider employee security acknowledgement agreements; and
H. Lists of Service Provider's employees, subcontractors, and agents with authorized access to HHSC/CYD confidential information.

6.19 Items 6.17 A through H above are subject to County review and approval. Neither County review or approval, nor its failure to review or approve, will relieve, waive, or satisfy any of Service Provider's obligations under this agreement.

6.20 Service Provider will provide, and will cause its subcontractors and agents to provide, to County, upon reasonable notice, written certifications of compliance with controls and provisions relating to information security, including but not limited, those related to confidential data transfers and the handling and disposal of Personally Identifiable Information (PII). Acceptable forms of written compliance may be, but are not limited to:

A. Statement on Auditing Standards No.70, Service Organizations (SAS-70) Report;
B. General Security Controls Audit;
C. Application Controls Audit;
D. Vulnerability Assessment; and
E. Network/Systems Penetration Test.

7. PROCEDURAL PROVISIONS

7.1 Prior to implementation, any change to the Project Work Plan (Attachment Q-1) must be submitted to the County and approved by the County.

7.2 The Service Provider will develop and implement a programmatic and fiscal implementation plan to ensure contract compliance.

7.3 The Service Provider must add its services to the region's 2-1-1 Area Information Center where its CYD services are provided within 30 days, and must update its information appropriately within 30 days of any changes in the scope of its CYD program.

7.4 The Service Provider will serve youth between the ages of six (6) and seventeen (17) who live in and/or attend school the 76106, 76164, 76112, or 76119 zip codes. The target age range for youth to be served is ten (10) to seventeen (17) years. The total percentage of youth served that are under ten (10) years of age is limited to no more than thirty percent (30%) of the total youth served annually.

7.5 The Service Provider guarantees that family members of eligible participants only participate if the service involves the family, including the eligible target youth, with the goal of preventing delinquency of the target youth. Family members eligible for such services are limited to those individuals who are related to and residing in the same household as the eligible youth, including fictive kin and a non-custodial parent.

7.6 Notice of Funding. The Service Provider will place prominent notices acknowledging the funding it receives from the Texas Lead Agency in all of its literature that describes services covered by this contract. This notice will also appear in Service Provider's annual financial report, if any is issued.

7.7 The Service Provider may not use the County or Texas Lead Agency seal in any form or manner without prior written approval. Service Provider also may not use the name of the County or Texas Lead Agency to imply any endorsement, approval, or sponsorship of Service Provider's goods or services by the County or Texas Lead Agency.

7.8 The Service Provider will designate a person to serve as the liaison between the Texas Lead Agency, County, and the Community Collaborative Committee. This liaison is expected to attend seventy-five percent (75%) of the approved and scheduled Community Collaborative Committee meetings during the contract term.

7.9 The Service Provider will make reasonable efforts to provide services that meet the individual needs of the client. Service Provider will develop and maintain a cultural competence plan that effectively provides services to people of various cultures, races, ethnic backgrounds, and religions in a manner that recognizes and affirms their worth, protects and preserves their dignity, and ensures equity of service delivery. Service Provider will take into consideration the intellectual functioning, literacy, level of education, and comprehension ability of each client in order to ensure that all information is presented in a way that meets the individual needs of each client. Service Provider will provide services in the client's primary language, whether provided directly by Service Provider of through a translator.

8. REPORTS, AUDITS AND RECORD RETENTION

8.1 Acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, HHSC Office of Inspector General, or any successor agency, to audit or investigate the expenditure of funds under this contract or any subcontract. Service Provider will fully cooperate with the State Auditor's Office or its successor, including

providing all records requested. Service Provider guarantees by placing appropriate contract provisions in applicable subcontracts that its subcontractors, if any, will fully cooperate in any audit of funds it receives from Service Provider.

8.2 Service Provider will provide financial management and control systems that include:
A. Accurate, correct and complete payroll;
B. Accounting and financial reporting records;
C. Cost source documentation;
D. Effective internal and budgetary controls;
E. Procedures to determine reasonableness, allowability and allocability of costs; and
F. Timely and appropriate audits with resolution findings.

8.3 Establish a method to ensure the confidentiality of records and other information relating to clients according to applicable federal and state law, rules and regulations while protecting the right of the County to access client case records or other information relating to clients served under this contract. Service Provider will comply with the Identity Theft Enforcement and Protection Act (Chapter 521 of the Texas Business and Commerce Code). Service Provider has a duty to protect personal information and to notify all affected parties of any breach of personal information.

8.4 The Service Provider will adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants and follow County fiscal management policies and procedures in submitting timely billing and maintaining financial records required to be kept under this contract.

8.5 The Service Provider will maintain legible copies of this contract and all related documents for a minimum of seven (7) years after contract termination or seven (7) years after the federal fiscal year in which services were provided, whichever is later. If any litigation, claim, or audit involving these records begins before the seven (7) year period expires, the Service Provider will keep the records and documents until all litigation, claims, or audit findings are resolved. The case is resolved when a court issues a final order, and all appeals are exhausted, or the County and Service Provider enter into a written agreement. Contract period means the beginning date through the ending date specified in the original contract; extensions are considered to be separate contract periods. Service Provider will provide any records and information concerning a child to the County upon request. Service Provider must forward legible records and information to the County within fourteen (14) calendar days. Service Provider will provide any necessary records and information to the County upon verbal request in emergency situations. In emergency situations, Service Provider must submit legible records and information within the specified timeframe. Serviced Provider must not dispose of records pertaining to children in DFPS conservatorship before providing the department's contract manager written notice of its intent to dispose of records and receiving written approval from the department's contract manager.

8.6 The Service Provider will cooperate fully in any social studies or fiscal and programmatic monitoring, auditing, evaluating, or other reviews pertaining to services rendered by the Service Provider and subcontractor which may be conducted by the County, Texas Lead Agency or the United States Department of Health and Human Services, or their authorized representatives; and to be responsible for any audit exception or other payment irregularity regarding this contract or subcontract, which may be found after review by the County, Texas Lead Agency or the United States Department of Health and Human

Services; and to be responsible for the timely and proper collection and reimbursement to the County of any amount paid in excess of the proper billing amount.

8.7 The Service Provider will submit Monthly Reports, Monthly Service Tracking Forms, Monthly Service Attendance Logs, Program Registration Forms, Eligibility for Program Participation Forms, Outcome Surveys, Training Certificates, Annual Self-Evaluation Report, and other requested reports to the County. Monthly reports and forms must be received by the County during the monthly reimbursement meeting, which will be held during the week of the sixth (6^{th}) day of the following month (day and time established by the County). The Service Provider liaison must attend all monthly reimbursement meetings and submit all monthly reports and forms during the meeting. The Annual Self-Evaluation Report is due within twenty days of the end of the contract term. Monthly and year-end reports must be submitted using the outline provided by the County. The Service Provider will accurately complete or ensure accurate completion of program reports and forms.

8.8. Equipment is any article of tangible nonexpendable personal property having a useful life of more than one year and an acquisition cost that equals or exceeds the lesser of: the capitalization level established by the Service Provider for financial statement purposes or $5,000.00. The Service Provider will follow the provisions of Title 45 Code of Federal Regulations (CFR) Part 74 regarding disposition of any equipment purchased under this contract with funds allocated to the Service Provider or its subcontractor. The Service Provider will not give any security interest, lien, or otherwise encumber any item of equipment purchased with contract funds. The Service Provider will permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment and maintain a current inventory of that equipment for inspection by the County. Cost reimbursement Service Providers must also follow the following guidelines when contracting with the County.

A. Cost reimbursement Service Providers must add certain types of equipment items that are classified as “controlled assets” as designated in the Comptroller’s State Property Accounting (SPA) Process User’s Guide, available on the Internet, to their inventory. Service Providers should review the SPA guide periodically for the most current list.
B. All cost reimbursement Service Providers must follow the American Hospital Association’s (AHA) “Estimated Useful Lives of Depreciable Hospital Assets” for equipment disposition purposes, except when federal or statutory requirements supersede.
C. Service Providers must request County approval before disposing of equipment or controlled assets prior to the end of the useful life for that item.
D. Any change to the equipment category in a cost reimbursement budget will require prior approval from the County.

8.9 All participant records are the property of Service Provider. Confidentiality of participants' records will be maintained at all times as required by law and the terms of this contract. Service Provider will have a system in effect to protect from inappropriate disclosure of participant records and all other documents deemed confidential by law, which are maintained in connection with the activities funded under this contract. Any disclosure of confidential participant information by the Service Provider, including information required by the Inspections Article, will be in accordance with applicable law.

8.10 Service Providers will submit a Single Audit Determination (SAD) form in accordance with HHSC-OIG requirements. If applicable, Service Provider will submit an annual financial

and compliance audit of Service Provider's fiscal year in accordance with Single Audit Requirements of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and Texas Uniform Grant Management Standards. Service Provider will re-procure with the objective of rotating the independent audit firm every six years. Service Provider will submit verification of the re-procurement of the independent audit firm for Single Audits.

8.11 Confidential Information. Service Provider will not release confidential information to any party without the prior written approval of the County, including, but not limited to, records received or created by the Service Provider that are identifiable to children or clients referred by Texas Lead Agency. Service Provider will not use any information supplied by Texas Lead Agency except for the purposes that the Texas Lead Agency intends the information to be used. If Service Provider stores, collects, or maintains any data, Service Provider will only use such data internally for implementing this contract.

A. Service Provider will establish a method to ensure the confidentiality of records and other information relating to clients according to applicable federal and state laws, rules, and regulations.
B. Service Provider will immediately notify the County of any unauthorized attempt to access, disclosure of, or use of any confidential information.
C. This section does not limit the County or Texas Lead Agency's right of access to client case records or other information relating to clients served under this contract. The County and Texas Lead Agency will have an absolute right to access to and copies of such information, upon request.
D. If Service Provider receives any request or demand for disclosure of confidential information by oral questions, documents, subpoenas, civil investigative demand, interrogatories, requests for information, or other similar legal process, Service Provider will provide the County or Texas Lead Agency with prompt notice of such request (no later than two (2) business days) so it may be determined whether to seek an appropriate protective order and/or consent to Service Provider's disclosure of the requested records. This subsection does not preclude the Service Provider from asserting its own privileges or objections against release of confidential information to a third-party based on applicable law.
E. The provisions of this section remain in full force and effect following termination of cessation of the services performed under this contract.

8.12 The County will contact Service Provider when a complaint is received, and advise the Service Provider whether the County will conduct an investigation or will coordinate with the Service Provider for an investigation and a response. When the County requires the Service Provider to conduct any part of the complaint investigation, Service Provider must respond in writing to the County with all requested information and according to County requirements and specified time frames. If Service Provider is unwilling or unable to provide any information within the time required, Service Provider will provide a written explanation for any information that Service Provider does not submit, any applicable date by which Service Provider will provide the information, and the detailed reasons why Service Provider is unwilling or unable to provide such information.

8.13 Service Provider is required to complete all fields of program forms in their entirety, including social security number fields. If a client refuses to provide their social security number, Service Provider must document refusal on the program form. The expectation is that Service Providers make a good faith effort to obtain social security numbers and other information listed on the program form. Items with an asterisk on program forms are

required fields in the database; however, the expectation is that the form is completed thoroughly. Primary caregivers must sign program forms giving consent for services prior to the provision of services, and annually.

9. ASSIGNMENTS

Service Provider must:

9.1 Notify the County immediately and in advance of any significant change affecting the Service Provider or this contract, including but not limited to, change of Service Provider's name or identity, ownership, control, governing board membership, key personnel, payee identification number, or any problem or potential problem associated with performance or services. Service Provider will also provide the County with any documentation or information related to a notification provided for under this section. Service Provider will also notify the County of any lawsuit brought against Service Provider related to the services provided for in this contract. Unless otherwise noted in this contract, Service Provider will provide all notices in writing to the County within ten (10) working days.

9.2 Refrain from transferring or assigning this contract or from entering into any subcontract for the services under this contract without prior written approval from the County. County has complete discretion to disapprove this request and to attach whatever provisions to its approval deemed necessary to enforce this contract.

9.3 The parties to this Agreement may make modifications to the contract according to the requirements of this section.

A. Bilateral Amendment: Either party to this Agreement may modify this contract by execution of a mutually agreed upon written amendment signed by both parties.

B. Unilateral Amendment: The Texas Lead Agency and County reserve the right to amend this Agreement through execution of a unilateral amendment signed by the Texas Lead Agency Contract Manager and provided to the Service Provider with ten (10) day notice prior to execution of the amendment under the following circumstances:
   1. to correct an obvious clerical error in this contract;
   2. to change the contract number;
   3. to incorporate new or revised federal or state laws, regulations, rules, or policies;
   4. to comply with a court order or judgment;
   5. to update service level descriptions or daily rates;
   6. to change the name of the Service Provider in order to reflect the Service Provider's name as recorded by the Texas Secretary of State;
   7. to change the designated Texas Lead Agency or County mailing address for this contract;
   8. to change the designated Service Provider mailing address for this contract; or
   9. to change the recorded license number of any license needed under this contract in order to reflect the current number as issued by the licensing authority.

C. The County may renew this contract at the County's discretion on an annual basis by mutual agreement, subject to the conditions in the terms of this contract.

10. PAYMENT OF REIMBURSABLE COSTS

10.1 The County will reimburse the Service Provider for reasonable, allowable and allocable costs from available funds for services rendered in accordance with the terms of this contract upon receipt of a proper and verified statement and after deducting any known previous overpayment made by the County as specified in the budget (Attachment No. Q-2). Reimbursements will not exceed the total of each budget line item.

Contract is funded by the State of Texas in response to Family Code §265.002 and the U.S. Department of Health and Human Services Promoting Safe and Stable Families; CFDA 93.556. The exact amount of federal funding is determined at the end of the fiscal year.

The total amount reimbursable due under this contract during September 1, 2025 through August 31, 2026 will not exceed $81,998.03.

10.2 Service Provider will submit monthly requests for reimbursement of actual expenses to the County during the monthly reimbursement meeting, which will be held during the week of the sixth (6th) day of the following month (day and time established by the County). The Service Provider liaison must attend all monthly reimbursement meetings and submit all monthly requests for reimbursement. Only one supplemental reimbursement request will be accepted for each month, and must be received by the monthly deadline established by the County. Included in the monthly request for reimbursement will be copies of receipts and other accurate source and expenditure documentation. Service Provider will retain originals of all copies submitted. Requests will not be considered complete and payable until monthly participation data and participant registration forms for billed services has been received.

10.3 County will either pay within 60 days of receipt of the request for reimbursement or send notice of a denial of the request within 60 days. Payment is considered made on the date postmarked. In the event the County determines that a payment was made for a disallowable reimbursement, the County may deduct the disallowable portion from future payments due Service Provider or County may require Service Provider to refund the disallowable portion to County.

10.4 To receive reimbursement under this contract, Service Provider must incur eligible cost during the contract term and pay that cost prior to seeking reimbursement. In no event will payments exceed the Service Provider's actual and allowable costs to provide services. Costs should be billed to the month in which they were incurred, either on the primary billing voucher for that month or on a supplemental billing, if they are not paid in time to include them on the primary voucher. Service Provider may not transfer line items within the Budget. Service Provider must first seek in writing approval from the County. County has discretion regarding whether the County will approve the proposed line item transfer.

10.5 Service Provider will be responsible for any overtime pay due its employees. This contract will not reimburse Service Provider for overtime.

10.6 Applicable cost principles, audit requirements, and administrative requirements include the following chart. Furthermore, OMB Circulars will be applied with the modifications prescribed by UBMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-Profit Organization other than a hospital	48 CFR, Part 31 Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and TxGMS	2 CFR Part 200 and TxGMS

10.7 If there is a matching requirement in the Request for Applications (RFA), the Service Provider will provide at least the amount of non-Federal share as identified in the contract budget or through other written notice from the County. **In the event of failure to provide this amount of non-Federal share as specified, the Service Provider will indemnify the County for any resulting proportionate reduction of federal funds or other disallowance**.

10.8 No Supplanting: Service Provider may not use CYD funds to replace or substitute for any existing federal, state, or local source of funds. Service Provider shall make a good effort to maintain its current level of support. Service Provider will be required to submit documentation substantiating that a reduction in state of local funding, if any, resulted for reasons other than receipt or expected recruit of funding under this contract. CYD funds may not be used as match (in-kind or cash) for any other funding opportunity.

10.9 In accordance with Texas Government Code §2155.4441, the State of Texas requires that during the performance of a contract for services, Service Provider will purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

10.10 Vendor Performance: pursuant to Texas Government Code, Section 2155.144, -.1442 and 34 TAC Section 20.108, state agencies are required to report vendor performance on any purchase of $25,000.00 or more from contracts administered by the CPA or any other purchase made through an agency's delegated authority or a purchase made pursuant to the authority in Government Code, Title 10, Subtitle D or a purchase exempt from CPA's procurement rules and procedures. HHSC reports vendor performance by means of the

Vendor Performance Tracking System (VPTS), which can be accessed online at: http://www.window.state.tx.us/procurement/prog/vendor_performance/
The County may use the VPTS to determine best value when awarding contracts in instances where past performance is included as a factor in the evaluation of a vendor for award.

11. INDEMNITY AND INSURANCE

11.1 THE SERVICE PROVIDER WILL INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICIALS, AGENTS, REPRESENTATIVES, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR LOSSES FOR PHYSICAL DAMAGE TO PROPERTY OR INJURY TO PERSONS RESULTING FROM NEGLIGENCE OR MISCONDUCT ON THE PART OF THE SERVICE PROVIDER, ITS AGENTS, EMPLOYEES, REPRESENTATIVES, OR SUBCONTRACTORS. IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY DUE TO THE NEGLIGENCE OR MISCONDUCT OF THE SERVICE PROVIDER, THE SERVICE PROVIDER WILL INDEMNIFY AND PAY FULL COST OF REPAIR, RECONSTRUCTION, OR REPLACEMENT, AT THE DISCRETION OF THE COUNTY. SUCH COST WILL BE DUE AND PAYABLE BY THE SERVICE PROVIDER WITHIN TEN (10) CALENDAR DAYS AFTER THE DATE OF RECEIPT OF WRITTEN NOTICE FROM THE COUNTY OF THE AMOUNT DUE. THE TEXAS LEAD AGENCY AND COUNTY, AND THEIR RESPECTIVE EMPLOYEES, OFFICIALS, OFFICERS, AGENTS, AND REPRESENTATIVES CAN NEITHER AGREE TO HOLD THE SERVICE PROVIDER HARMLESS NOR AGREE TO INDEMNIFY THE SERVICE PROVIDER AND ANY PROVISIONS TO THE CONTRARY ARE VOID.

11.2 INSURANCE WILL BE PROVIDED FOR DIRECT DELIVERY OF PROTECTIVE SERVICES AND OTHER SERVICES UNDER CONTRACT. THE SERVICE PROVIDER WILL OBTAIN AND FURNISH PROOF OF THE FOLLOWING BONDING AND INSURANCE COVERAGE WITHIN FORTY-EIGHT (48) HOURS OF THE AWARD OF THE CONTRACT OR AT SUCH OTHER TIME AS MAY BE SPECIFIED BY THE COUNTY. THE COUNTY SHALL BE ADDED AS AN ADDITIONAL NAMED INSURED AND AN ENDORSEMENT OR DECLARATIONS PAGE, AS APPROPRIATE, SHALL BE PROVIDED TO THE COUNTY AS PROOF OF THE INSURANCE:

A. DISHONESTY BONDING UNDER A COMMERCIAL CRIME POLICY OR BUSINESS SERVICES BONDING, AT A TEN THOUSAND DOLLAR ($10,000.00) MINIMUM; AND

B. COMMERCIAL GENERAL LIABILITY COVERAGE AT A THREE HUNDRED THOUSAND DOLLAR ($300,000.00) MINIMUM FOR EACH OCCURRENCE LIMIT, AND SIX HUNDRED THOUSAND DOLLAR ($600,000.00) MINIMUM AGGREGATE LIMIT. THE COUNTY WILL BE PROVIDED WITH THIRTY DAYS WRITTEN NOTICE OF POLICY OR BOND CANCELLATION OR MATERIAL CHANGE IN THE POLICY OR BOND.

C. IF SERVICE PROVIDER'S PROGRAM REQUIRES LICENSED PROFESSIONAL STAFF FOR THE IMPLEMENTATION OF THE PROGRAM, PROFESSIONAL LIABILITY INSURANCE IS REQUIRED FOR SUCH LICENSED PROFESSIONAL STAFF AT A THREE HUNDRED THOUSAND DOLLAR ($300,000.00) MINIMUM FOR EACH OCCURRENCE LIMIT, AND SIX HUNDRED THOUSAND DOLLAR ($600,000.00) MINIMUM AGGREGATE LIMIT. THE COUNTY WILL BE PROVIDED

WITH AMPLE WRITTEN NOTICE OF POLICY OR BOND CANCELLATION OR MATERIAL CHANGE IN THE POLICY OR BOND.

11.3 ALL COVERAGE MUST BE WITH INSURANCE COMPANIES OR CARRIERS RATED FOR FINANCIAL PURPOSES "B" OR BETTER WHOSE POLICIES COVER RISKS LOCATED IN THE STATE OF TEXAS. ALL BONDS, POLICIES, AND COVERAGE DESCRIBED ABOVE WILL BE MAINTAINED DURING THE ENTIRE TERM OF CONTRACT AWARDED. LAPSE IN REQUIRED COVERAGE BY INSURANCE OR BOND WILL BE CONSIDERED BREACH OF CONTRACT WITH THE CONTRACT SUBJECT TO CANCELLATION.

11.4 IN THE EVENT THE SERVICE PROVIDER IS UNABLE TO COMPLY WITH SECTION 10, THE SERVICE PROVIDER WILL PROVIDE THE COUNTY WITH TWO WRITTEN DENIAL LETTERS FROM DIFFERENT INSURANCE COMPANIES EVIDENCING THE SERVICE PROVIDER'S ATTEMPTS TO OBTAIN AND INABILITY TO OBTAIN THE REQUESTED INSURANCE. THE SERVICE PROVIDER WILL PROVIDE THIS INFORMATION TO THE COUNTY WITHIN TEN DAYS OF THE AWARD OF THE CONTRACT.

11.5 THE SERVICE PROVIDER WILL CONTINUE ATTEMPTS TO OBTAIN THIS INSURANCE ON AN ANNUAL BASIS. IN ORDER TO REMAIN IN COMPLIANCE, IN THE EVENT THE SERVICE PROVIDER IS UNABLE TO OBTAIN INSURANCE, THE SERVICE PROVIDER WILL SUBMIT THE DOCUMENTATION REQUIRED BY SECTION 10 ON AN ANNUAL BASIS.

11.6 ALL REQUIRED INSURANCE POLICIES WILL INCLUDE AN ENDORSEMENT STATING THAT THE COUNTY WILL BE GIVEN THIRTY (30) CALENDAR DAYS WRITTEN NOTICE OF POLICY OR BOND CANCELLATION OR A MATERIAL CHANGE IN THE POLICY OR BOND.

11.7 The County may waive all or part of this insurance requirement at its discretion.

11.8 UNLESS OTHERWISE NOTED IN THIS CONTRACT, AND TO THE EXTENT THAT SERVICE PROVIDER DOES NOT HAVE OR MAINTAIN INSURANCE OR DOES NOT HAVE OR MAINTAIN SUFFICIENT INSURANCE, SERVICE PROVIDER ACKNOWLEDGES AND AGREES THAT SERVICE PROVIDER WILL BE SOLELY RESPONSIBLE FOR ANY LOSSES OR DAMAGES RELATED TO OR CAUSED BY THE SERVICE PROVIDER'S PERFORMING ITS DUTIES AND OBLIGATIONS UNDER THIS CONTRACT. THE COUNTY WILL HAVE NO OBLIGATION TO REIMBURSE OR OTHERWISE PAY SERVICE PROVIDER FOR ANY COSTS INCURRED RELATED TO ANY SUCH LOSSES OR DAMAGES.

11.9 The Service Provider will protect all physical property and equipment purchased under this contract and take appropriate measures to meet this obligation. The Service Provider must furnish the County with a written, factual report of the theft of, or damage to, any equipment purchased under this contract, including circumstances concerning the loss. In addition, in the event of any theft, vandalism, or other offense against the properties, the Service Provider will notify appropriate local law enforcement authorities.

11.10 Except as otherwise provided in this contract, all products produced by Service Provider as a result of this contract become the sole property of Texas Lead Agency, including, without limitation, all plans, designs, software, and other contract deliverables.

A. If Service Provider develops any copyrightable material in the course of performing this contract, then Service Provider will grant the State of Texas, Texas Lead Agency, any federal awarding agency, and the Health and Human Services Commission a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

B. This section does not apply to any report, document, or other data, or any invention of Service Provider which existed prior to, or was developed or discovered independently from, its activities related to or funded by this contract.

12. STATE AND COUNTY OWNERSHIP OF REPORTS

In developing, copying, and disseminating reports or other information under this contract, the Service Provider will:

12.1 Grant to the Texas Lead Agency or the County the right to copyright, use, reproduce, and distribute any material written or produced by the Service Provider that is the subject of this contract.

12.2 Defend any claim, suit, or proceeding brought against the Texas Lead Agency or the County on the issue of infringement of any copyright by any product, or any product part, supplied by the Service Provider to the County under this agreement subject to the jurisdiction of the Attorney General of Texas. The Service Provider will pay, subject to limitations specified in this Section, any final judgment entered against the Texas Lead Agency or the County on this issue in any suit or proceeding defended by the Service Provider. The Service Provider will be relieved of this obligation if within 30 calendar days after the County receives notice, the County fails to notify the Service Provider in writing of any claim, suit, or proceeding, and at the Service Provider's expense, give the Service Provider all information needed to defend any claim, suit, or proceeding. The Service Provider will report to the County within 30 days and in reasonable written detail, each notice of claim of copyright infringement pertaining to this contract of which the Service Provider has knowledge.

13. TERMINATION AND SUSPENSION

13.1 This contract may be terminated without cause by either County or Service Provider by providing written notice to the other party at least 30 days prior to the intended date of termination. The County will not reimburse the Service Provider for a cost paid after the date of termination. Contract provisions regarding reports and audits will remain in effect for federal and state retention requirements.

13.2 If the Service Provider fails to provide services according to the provisions of this contract, the County may, upon written notice of default to the Service Provider, terminate all or any part of the contract. Termination is not necessarily an exclusive remedy but will be in addition to any other rights and remedies provided by law or under this contract.

13.3 The County will suspend or revoke this contract if the Service Provider is found liable for or has a contract, license, certificate or permit of any kind revoked for Medicaid fraud. The County will also suspend or revoke this contract if the Service Provider's license,

certificate or permit has been revoked by any agency listed in Article II of the General Appropriations Act passed by the 75th Texas Legislature.

13.4 In addition to other remedies available to it, County may:

A. Require the Service Provider to take specific corrective actions in order to remain in compliance with any contractual term;

B. Recoup payments made to the Service Provider or impose administrative error sanctions based on audit findings of violations of contract requirements; and

C. Suspend any contractual rights including, but not limited to, withholding of payment or cessation of placement.

13.5 At the end of the contract term or other contract termination or cancellation, the Service Provider will in good faith and in reasonable cooperation with the County, aid in the transition to any new arrangement or provider of services.

13.6 This contract is at all times contingent upon the availability and receipt of county, state or federal funds that the County has allocated to this contract; and if funds for this contract become unavailable during any budget period, this contract may be immediately terminated or reduced at the discretion of the County without damage assessed against the County. Notwithstanding anything to the contrary, the obligations of Tarrant County are contingent upon the availability of appropriated funds. In the event no funds or insufficient funds are appropriated for County to meets its obligations under this agreement, County may terminate this agreement without notice.

13.7 If federal or state laws or other requirements are amended or judicially interpreted so that either party cannot reasonably fulfill this contract, and if the parties cannot agree to an amendment that would enable substantial continuation of the services, the parties will be discharged from any further obligations under this contract.

13.8 All obligations and duties of the Service Provider not fully performed at the expiration or termination of this contract will survive the expiration or termination of the contract. County will not pay Service Provider for services provided following the termination of the contract.

14. PERSONNEL

14.1 All personnel funded by the attachment to this contract are employees or volunteers of the Service Provider which will be responsible for their direction and control. Service Provider has sole authority and responsibility to employ, discharge, and otherwise control its employees and contractors. Service Provider is responsible for providing all necessary unemployment and workers' compensation insurance for the Service Provider's employees.

14.2 The Service Provider must ensure that direct service staff must be at least eighteen (18) years of age, have a High School Diploma or GED, and one (1) year of experience in the health and human services field to include work with youth. Form I-9 Employment Eligibility Verification, job description, resume/application, and diploma/transcript for every employee working with CYD must be maintained by the Service Provider and provided to the County.

14.3 The Service Provider must provider support and at minimum monthly supervision of all staff that provide direct services to clients, including volunteers. This supervision must provide the direct staff and volunteers an opportunity to gain professional development, support, and advice about their work with the clients.

14.4 The Service Provider must ensure training is provided annually for all employees working with CYD, which must include new hire orientation, cultural humility, and youth development training. All volunteers working with CYD must also receive cultural humility training annually. All CYD employees must complete Developmental Assets and Developmental Relationships training and Youth Program Quality Assessment training within one year of hire. Documentation to support training must be maintained by the Service Provider and provided to the County.

14.5 The Service Provider must complete a name-based criminal history check and Texas child abuse/neglect central registry background check on every new hire, volunteer, or other person who will be working under the auspices of the Service Provider before the person has direct contact with children or families or access to Personally Identifying Information (PII), including employees who have had a fingerprint-based check as a requirement of their professional licensure. An FBI fingerprint-based criminal history check is required if the person has lived outside of Texas within the last five years.

An employee or other person working under the Service Provider's auspices who has direct contact with children or families or access to PII must renew the required background checks every 24 months.

Clearances must be submitted to the County and kept on file with CYD and the Service Provider.

If while providing direct services, having direct client contact and/or access to client records, the Service Provider becomes aware of any new arrest or investigation of abuse or neglect conducted by any federal, state or local agency or board of an employee or volunteer, then the Service Provider will notify the County within ten (10) business days of them becoming aware of it. HHSC will determine if and when the employee or volunteer can have direct contact with clients.

14.6 Service Provider will disclose and release, or cause its employees, subcontractors, and volunteers with direct client contact and/or access to client records to disclose and release, any allegation made against that employee, subcontractor, or volunteer alleging the commission of:

A. An act of abuse, neglect, or exploitation of children, the elderly, or persons with disabilities;
B. Criminal history or any current criminal indictment (for felonies) or information (for misdemeanors) involving an offense under the Texas Penal Code, federal law, or the law of another state against:
    1. the person;
    2. the family;
    3. public order or decency;
    4. public health, safety, or morals; or
    5. property;
C. An offense under Chapter 481 of the Texas Health and Safety Code (Texas Controlled Substances Act); or

D. Any act or offense that can reasonably be associated with potential risk of harm or loss to the Texas Lead Agency and/or its clients based on the job duties or contractual role(s) of the person in question at any time during the contract period.

This disclosure and release is required of all individuals who have, or will have, direct contact with clients and/or access to client records, prior to such contact or access and will be accomplished through the use of:

A. Name-based criminal history check;
B. Texas child abuse/neglect central registry background check; and
C. Signed disclosure and release by each person attesting to this information, which will be maintained by Service Provider, available for review by the County, and renewed at intervals not to exceed 24 months while the contract is in effect.

Service Provider will prevent or promptly remove any employee, subcontractor, or volunteer from direct client contact and/or from access to client records who is alleged to have committed any act or offense listed in this contract. If it is determined with certainty that the person in question has not committed the acts or offenses alleged, that person may again be assigned to direct client contact and/or access to client records. However, the Service Provider will notify the County its intent to do so no later than ten (10) business days prior to the intended reassignment and receive County approval prior to the reassignment. Silence by County will not be construed as approval for this purpose. Service Provider must provide the County with further information concerning the reasons for the reassignment upon the request of the County. If the person in question is found to have committed any of the acts or offenses listed in this contract, that person will not be reassigned to duties involving any direct contact with clients and/or access to client records.

14.7 If an employee has been wrongfully removed, the employee may be reassigned to direct client contact; however, the Service Provider will notify the County at least ten (10) working days prior to the intended reassignment. The Service Provider must provide the County with further information concerning the reasons for the reassignment upon the request of the County. If the employee is found to have committed any of the offenses listed in this paragraph, the employee will not be reassigned to duties involving any direct contact with clients.

14.8 The County has the right to remove from the provision of services, any employee or volunteer of the Service Provider. This right will be exercised in a reasonable manner by the County.

14.9 Service Provider shall allow its employees to testify in judicial proceedings and administrative hearings, at the request of the County.

14.10 Service Provider shall promptly report any suspected case of abuse, neglect, or exploitation to the appropriate authority as required by the Texas Family Code, Chapter 261. All reports must be made within 24 hours of the discovery of abuse, neglect, or exploitation.

14.11 Service Provider is an independent Service Provider under the terms of this contract and is not an officer, agent, servant or employee of the County.

14.12 If specific qualifications are set forth in job descriptions required by the County, assign personnel meeting those qualifications to those positions unless a written waiver is granted by the County.

14.13 Service provider must submit all required Personnel File documentation for all CYD employees and volunteers (as appropriate) to the County (including: I-9, job description, resume/application, diploma/transcript, and training documentation).

15. CONTRACT INTERPRETATION

15.1 The contract may be amended in writing duly executed by the contracting parties.

15.2 If any provision(s) of this contract will be construed to be illegal or invalid, it will not affect the legality or validity of any of the other provisions hereof, and the illegal or invalid provision will be deemed stricken and deleted here from to the same extent and effect as if never incorporated herein, but all other provisions will continue.

15.3 Force Majeure. The Service Provider will be financially liable for undue delays or failures to perform in contract performance except for any delay in or failure of performance of any requirement caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform will extend the period of performance at the discretion of the County in the exercise of reasonable diligence until these exigencies have been removed. The Service Provider will inform the County in writing of proof of such force majeure within three (3) business days or otherwise waive this right as a defense. The Service Provider agrees that breach of this provision entitles the County to reduce or stop payments, immediately terminate this contract, collect partial or whole payment for services not timely delivered, other liquidated damages including amount of any bond for contract amount, and any other remedies available to the County under the terms of the contract, in equity or under Texas law.

15.4 It is expressly understood and agreed that enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, will be strictly reserved to the parties, and nothing contained in this contract will give or allow any claim or right of action whatsoever by any other person not a party to this contract.

15.5 The County's liability is limited by the Texas Tort Claims Act and nothing in this contract will constitute a waiver of sovereign immunity or of the rights of the County under that Act.

15.6 All contracts and other information submitted to The County may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code ("the Act"). If Service Provider submits proprietary or otherwise confidential information to The County, then Service Provider should clearly identify that particular information and the specific exception to disclosure in the Act. Making a blanket claim that an entire submission is protected from disclosure because it contains some proprietary information is not acceptable and will not render the entire proposal confidential. The County assumes no responsibility for asserting legal arguments for Service Provider. Service Provider should consult with legal counsel concerning disclosure issues and take precautions to safeguard trade secrets and other proprietary information. Any information generated as a result of this contract is also subject to the Act, and, as such, must be made available to the County in the manner and format specified by the County upon request.

16. CERTIFICATIONS

The certifications enumerated below represent material facts upon which the County relies when accepting a bid for this solicitation. If the County later determines that Service Provider knowingly rendered an erroneous certification, County may pursue all available remedies in accordance with

Texas and U.S. law. Service Provider further agrees that it will provide immediate written notice to County if at any time Service Provider learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. *If the Service Provider cannot certify the accuracy of all the statements contained in this section, Service Provider must provide written notice to County detailing which of the below statements it cannot certify and why.* Service Provider acknowledges its continuing obligation to comply with the requirements of the following certifications contained in its Proposal, and will immediately notify County of any changes in circumstances affecting these certifications:

16.1 **Certification Regarding Lobbying.** State and federal law place restrictions on the use of state and federal funds in regard to lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

A. In accordance with 31 U.S.C. §1352, no federal appropriated funds have been paid or will be paid, by or on behalf of the Service Provider, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

C. The Service Provider will require that the language of this certification be included in the award documents for subcontracts and that all subcontractors will certify and disclose accordingly.

D. Payments of appropriated or other funds to Service Provider under any resulting agreement are not prohibited by Texas Government Code §556.005 or §556.008.

16.2 **Suspension, Ineligibility, and Voluntary Exclusion.** Federal Law (2 CFR 180, 2 CFR 376, and Executive Orders 12549, 13224, and 12689) requires the County to screen each covered Service Provider to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Service Provider certifies the following:

A. That Service Provider and Service Provider's principals are, to the best of its knowledge and belief, not on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this solicitation or any resulting contract.

B. That Service Provider will not knowingly enter into any subcontract with an entity who is on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Service Provider will also not knowingly enter into any subcontract with an entity whose principals are on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

C. That Service Provider will include this section regarding debarment, suspension, ineligibility, and voluntary exclusion, and the specially designated nationals list without modification in any subcontracts or solicitations for subcontracts.

16.3 **Child Support.** Under Texas Family Code Section 231.006, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is

not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

16.4 **Drug-Free Workplace Certification.** Service Provider certifies that it will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about—
   1. The dangers of drug abuse in the workplace;
   2. The Service Provider's policy of maintaining a drug-free workplace;
   3. Any available drug counseling, rehabilitation, and employee assistance programs; and
   4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement;

D. Notifying the employee in the statement that, as a condition of employment under the grant, the employee will—
   1. Abide by the terms of the statement; and
   2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the agency in writing, within ten (10) calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice will include the identification number(s) of each affected grant;

F. Taking one of the following actions, within 30 calendar days of receiving notice, with respect to any employee who is so convicted—
   1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
   3. Making a good faith effort to continue to maintain a drug-free workplace.

16.5 **Antitrust Certification.** Pursuant to 15 U.S.C. Sec. 1, et seq. and Tex. Bus. & Comm. Code Sec. 15.01, et seq., Service Provider certifies that neither the Service Provider nor the firm, corporation, partnership, or institution represented by the Service Provider, or anyone acting for such a firm, corporation, or institution has violated the anti-trust laws of this state, federal anti-trust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

16.6 **Deceptive Trade Practices.** Service Provider certifies that it has not been found guilty or liable of a Deceptive Trade Practices Act or any unfair business practice either in an administrative hearing or court suit within the last five (5) years. Service Provider certifies that it has no officers who have served as officers of other entities who have been found guilty or liable of a Deceptive Trade Practices Act or any unfair business practice either in an administrative hearing or court suit within the last five (5) years. Service Provider represents and warrants that within the last five (5) years it has not been found guilty or

liable of any investigation or proceeding by any federal or state securities regulator under any federal or state securities laws or regulations.

16.7 **Prohibited Responses and Contracts.** Pursuant to Texas Government Code §2155.004–006, Service Provider certifies that the individual or business entity named in this form is eligible to receive the specified contract and acknowledges that any contract concerning this certification may be terminated and payment withheld if this certification is inaccurate.

16.8 **Financial Interests and Gifts.** Service Provider certifies that neither Service Provider nor any person or entity that will participate financially in a contract has received compensation from Texas Lead Agency for participation in preparation of specifications for a contract. Service Provider certifies that it has not given, offered to give, and does not intend to give at any time, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant or employee in connection with a contract.

16.9 **U.S. Department of Homeland Security's E-Verify System.** Service Provider certifies its use of the U.S. Department of Homeland Security's E-Verify system to validate the eligibility of all staff, subcontractors, or subcontractor's staff to perform work under this contract within the United States of America. Upon request, Service Provider must provide an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for each individual hired to perform work on the contract. If this certification is falsely made, the County reserves the right to take any remedial actions deemed reasonable and necessary by the County to ensure compliance with the terms and conditions of this contract, up to and including termination of the contract at no fault to the County.

17. ATTACHMENTS INCORPORATED

By signing this contract Service Provider must comply with the following documents which are incorporated into the contract for all purposes and are on file with the County:

17.1 Project Work Plan (Attachment Q-1);
17.2 Form 2030, Budget Information Form (Attachment Q-2);
17.3 Debarment/Suspension Certification (Attachment Q-3);
17.4 Form 1295, Certificate of Interested Parties (Attachment Q-4);
17.5 Federal Award Information Form (Attachment Q-5); and
17.6 Vendor Certification Addendum to Tarrant County Contracts (Attachment Q-6).

Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

SIGNED AND EXECUTED this ___ day of _____, 2025 in Tarrant County, Texas.

DIAMOND HILL NORTH SIDE
YOUTH ASSOCIATION

Roxanne Martinez

Roxanne Martinez
President
PO Box 162253
Fort Worth, Texas 76106

COUNTY OF TARRANT
STATE OF TEXAS

See Separate Electronic Signature Page

Tim O'Hare
County Judge
100 E. Weatherford
Fort Worth, Texas 76196

APPROVED AS TO FORM:

James Marvin Nichols
Criminal District Attorney's Office*

CERTIFICATION OF
AVAILABLE FUNDS: $_____

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.

COMMUNITY YOUTH DEVELOPMENT PROGRAM

PROJECT WORK PLAN

The Project Work Plan provides specific details of how services will be implemented under this Grant. The Project Work Plan is designed to be a flexible document that may be revised periodically over the Period of Performance. This flexibility allows the Subgrantee to propose minor revisions to services or operations to respond to changing context. Revisions to the Project Work Plan must not change the overall scope of the project and must be approved by DFPS and Tarrant County prior to implementation. DFPS and Tarrant County reserve the right to make the final determination on any proposed revisions.

GRANTEE NAME: Tarrant County

CONTRACT NUMBER: HHS000841700005 / **AGENCY ACCOUNT ID:** 24821479

PERIOD OF PERFORMANCE: 09/01/2025 - 08/31/2026

FISCAL YEAR: 2026

SUBAWARDEE NAME: Diamond Hill North Side (DHNS) Youth Association

NAME OF PROGRAM(S): SOAR Mentoring, SOAR in Action, and Sports for Success

ZIP CODES/S: 76106, 76164

RECORD OF PROJECT WORK PLAN CHANGES

CHANGE #	DATE APPROVED	SUMMARY OF CHANGE	APPROVED BY	BUDGET CHANGE (Y/N)
1				
2				
3				

CONTACT INFORMATION

TYPE	NAME	TITLE	EMAIL	PHONE
PRIMARY CYD PROGRAM CONTACT	Gerald Shelbon	Program Coordinator	gerald.shelbon@dhnsyouth.org	817-369-2730
FISCAL MANAGER	Rachel Martinez	Treasurer	finance@dhnsyouth.org	817-809-8244
EXECUTIVE DIRECTOR OR PRESIDENT	Roxanne Martinez	Program Director	info@dhnsyouth.org	817-296-6586
SIGNATORY **This individual is authorized to sign the contract.*	Roxanne Martinez	President	info@dhnsyouth.org	817-296-6586

PUBLIC CONTACT INFORMATION

MAIN AGENCY WEBSITE: www.dhnsyouth.org

AGENCY EMAIL ADDRESS:	PUBLIC PHONE:	PUBLIC EMAIL CONTACT:
info@dhnsyouth.org	817-809-8244	dhnsyouth@gmail.com

Main Agency Office Address: List office locations (address and phone number), identifying primary and any other offices.
Mailing Address: PO Box 162253, Fort Worth, TX 76161
Physical Address: 1515 Long Ave, Fort Worth, TX 76114

CYD PROGRAM SUMMARY CHART

Program Component *List all required and ancillary program components offered*	**PROGRAM NAME**	**ANTICIPATED ANNUAL OUTPUT***	**ANTICIPATED AVERAGE MONTHLY OUTPUT***	**PROGRAM LENGTH**	**FREQUENCY AND INTENSITY OF PROGRAMMING - Total # of sessions, visits, or interactions per Participant**	**DAYS/TIMES PROGRAMMING PROVIDED BY AGENCY**	**LOCATION – include all where programming is offered**	**VIRTUAL MODIFICATIONS (if applicable)**
Mentoring	SOAR Mentoring	Q1 – Q3: 24 duplicated Q4: 24 duplicated	Q1 – Q3: 24 duplicated Q4: 24 duplicated	Q1 – Q3: 9-month cohort Q4: 3-month cohort	Q1 – Q3: Bi-weekly 2 sessions per month x 9 months = 18 Q4: Monthly 1 session per month x 3 months = 3	Q1 – Q3: First Friday and Third Saturday of each month Q4: First Friday of each month	Q1 – Q4: Diamond Hill Community Center and DHNS Youth Association Office	Zoom, if necessary
Youth Leadership Development	SOAR in Action	Q1 – Q3: 142 unduplicated Q4: 76 unduplicated	Q1 – Q3: 135 unduplicated Q4: 76 unduplicated	Q1 – Q3: 9-month cohort Q4: 3-month cohort	Q1 – Q3: Bi-weekly 2 sessions per month x 9 months = 18 Q4: Weekly 4 sessions per month x 3 months = 12	Q1 – Q3: Meacham Middle School: First and Third Wednesdays 4:30 p.m. – 6:30 p.m. Diamond Hill-Jarvis High School: Every other Tuesday 4:30 p.m. – 6:30 p.m. Q4: Diamond Hill Community Center: Thursdays 4:30 p.m. – 6:30 p.m.	Q1 – Q3: Meacham Middle School and Diamond Hill-Jarvis High School Q4: Diamond Hill Community Center	Zoom, if necessary
Post-High School Readiness	SOAR in Action	Q1 – Q3: 142 duplicated Q4: 76	Q1 – Q3: 135 duplicated Q4: 76	Q1 – Q3: 9-month cohort	Q1 – Q3: Bi-weekly 2 sessions per month x 9 months = 18	Q1 – Q3: Meacham Middle School:	Q1 – Q3: Meacham Middle School	Zoom, if necessary

		duplicated	duplicated	Q4: 3-month cohort	Q4: Weekly 4 sessions per month x 3 months = 12	First and Third Wednesdays 4:30 p.m. – 6:30 p.m. Diamond Hill-Jarvis High School: Every other Tuesday 4:30 p.m. – 6:30 p.m. Q4: Diamond Hill Community Center: Thursdays 4:30 p.m. – 6:30 p.m.	and Diamond Hill-Jarvis High School Q4: Diamond Hill Community Center	
Sports and Movement	Sports for Success	Q1 – Q3: 142 duplicated Q4: 76 duplicated	Q1 – Q3: 135 duplicated Q4: 76 duplicated	Q1 – Q3: 9-month cohort Q4: 3-month cohort	Q1 – Q3: 2 sessions per month x 9 months = 18 Q4: 4 sessions per month x 3 months = 12	Q1 – Q4: Diamond Hill-Jarvis High School and/or Diamond Hill Community Center: Q1-Q3: Tuesdays and Thursdays 6:30 p.m. – 8:00 p.m. (Practices) and Saturdays 12:00 p.m. – 4:00 p.m. (Games) Q4: Sundays 2:00 p.m. – 4:00 p.m. and/or Mondays 6:00 p.m. – 8:00 p.m. (Practices & Games)	Q1 – Q4: Diamond Hill-Jarvis High School and/or Diamond Hill Community Center	eSports, if necessary

** An unduplicated Youth served is an Index Youth with a unique PEIRS client ID number who receives at least one service and is only counted one time during the State fiscal year. Indicate if Youth served Output target includes any duplicated Youth served.*

OUTPUTS	TARGET	OUTCOMES	TARGET
OUTPUT 1: Expected average number of Index Youth served annually.	218	**OUTCOME 1:** 10-17-year-old Index Youths will not engage in delinquent behavior.	100%
OUTPUT 2: Expected number of Index Youth served monthly during the school year (September-May).	135	**OUTCOME 2:** Index Youth report positive outcomes in at least one domain of the Program Experience Survey at discharge	80%
OUTPUT 3: Expected number of Index Youth served monthly during the summer (June-August)	76	**OUTCOME 3:** Index youth improve in at least one domain or area of the DAP survey between pre- and post-program participation.	75%
OUTPUT 4: Index Youth will complete the PEI Program Experience Survey at Discharge	50%		
OUTPUT 5: Index Youth will complete a matching Developmental Assets Profile (DAP) pre-program participation and post-program participation survey.	60%		

TARGET POPULATION	
AGE RANGE	ANTICIPATED PERCENTAGE OF YOUTH SERVED ANNUALLY
Youth Ages 6-9	10%
Youth Ages 10-17	90%

GOALS AND OBJECTIVES

Please outline the goals and objectives for Fiscal Year 2026. Objectives are intended to operationalize goals and should be Specific, Measurable, Achievable, Relevant and Time-bound (SMART). (http://www.health.state.mn.us/divs/opi/qi/toolbox/objectives.html).

Goal 1: To meet 100% of contract requirements by end of FY25.
Objective 1: Be adequately staffed all year to ensure delivery of competent and robust programming. Objective 2: Implement all required CYD trainings as mandated by grant. Objective 3: Complete mandatory reporting and deliverables on time and within budget each month.
Goal 2: To increase at least one protective factor and/or developmental assets for CYD participants by end of FY25.
Objective 1: Implement high quality, evidence-based CYD programming to include: Mentoring, Youth Leadership Development, and Post-High School Readiness. Objective 2: Ensure at least 50% of CYD participants complete the PEI Program Experience Survey. Objective 3: Utilize attendance/tracking software and surveys to effectively measure impact of program.
Goal 3: To foster safe spaces and positive relationships for 218 participating youth by end of FY25.
Objective 1: Recruit and serve at least 135 youth participants during the school year (October-May). Objective 2: Recruit and serve at least 76 youth participants during the summer months (June-August). Objective 3: Collaborate with community partners to enhance and enrich auxiliary programming.

LOGIC MODEL

There is a wide variety of logic model formats, but most have the same key components including (resources/inputs, activities, outputs, outcomes and impact). Please include your logic model below.

Program Inputs	Program Activities	Program Outputs	Program Outcomes
• Staff members • Positive Coaching Alliance curriculum and resources • Soccer for Success curriculum and resources • TYAN professional development for staff • Program needs assessment • New community center facilities • Volunteer coach-mentors • Parents/guardians and other supportive adults	• Youth leadership development programs • Mentorship interactions and activities • Career exploration activities • Sports and movement programs • Family social events • Parent/guardian communications • Parent engagement activities	• Number of CYD participants • Number of mentor interactions and activities • Number of career exploration activities • Number of participants in sports and movement programs • Attendance at family social events • Engagement with parent/guardian communications • Attendance at parent engagement activities	• Participating youth increase at least one protective factor and/or developmental asset • Participating youth engage in leadership opportunities • Participating youth report at least one positive relationship with a caring adult • Parents of participating youth increase engagement

• Collaboration with schools and community partners • Funding			

REQUIRED & ANCILLARY PROGRAMMING PROVIDED
Please describe in detail the CYD Required and Ancillary Programming your organization provides, how the program will be delivered, and what developmental assets will be addressed.

REQUIRED PROGRAMMING (*Add Sections as Necessary*)

MENTORING

Programming Period Q1-Q3: From: September 1, 2025 To: May 31, 2026
Programming Period Q4: From: June 1, 2026 To: August 31, 2026

All addresses (locations) where services will be provided, (please use full address):

Q1-Q4:
Diamond Hill Community Center: 1700 NE 37th St, Fort Worth, TX 76106

Q1-Q3:
First Friday and Third Saturday of each month

Q4:
First Friday of each month

Describe the Mentoring services to be provided in detail, and Mentoring guidelines as outlined in Section 4.1.A of the RFA:

Q1-Q4:

DHNS Youth Association will provide mentoring services to youth in 76106 and 76164 through the SOAR Mentoring program. The SOAR Mentoring program will utilize a community-based group mentoring program model focused on career awareness and exploration.

SOAR Mentoring activities and mentor training will reflect the developmental needs of participating youth and consider their pre-existing personal and socio-environmental characteristics (e.g., academic preparation, previous trauma, family support, and violence). Research has shown better outcomes for youth who have expressed interest in related fields, pointing to the importance of screening and matching youth with appropriate experiences and mentors. Given the target youth population, mentor matches will include a focus on matching youth participants with culturally diverse mentors in indicated fields of interest. Mentor training will include US Soccer Foundation's Coach-Mentor online training, as well as in-person training provided by program staff. Mentors will be provided with Discovering the Possibilities: "C" ing Your Future resource guide that connects mentees to online resources and activities to help them explore their interests, navigate career options, and plan for college. Mentors will be required to commit to a one year term of service during which they will meet with their mentee twice per month during the school year and once per month during the summer months. Attached is the mentor and mentee agreement. This agreement will be

signed during the first mentoring meeting and includes:

(1) Confidentiality: All information and content shared between Mentor and Mentee shall be confidential.
(2) Expectations: It is expected that the Mentor will provide educational and developmental advice and guidance, and both parties will work together to identify the Mentee's personal and professional goals, as well as developing a plan for achieving those goals. It is also expected that Mentors and Mentees will follow all expectations that are established between the Mentor and Mentee.
(3) Meetings: The Mentee and Mentor will meet and talk at least twice per month during the school year and once per month during the summer at a time and at a place that is mutually agreed upon. Meeting times, once agreed, should not be cancelled unless this is unavoidable. Meetings that are cancelled should be rescheduled. At the end of each meeting, we will agree on a date for the next meeting.
(4) Length of Relationship: Mentoring relationships vary in length depending on circumstances. Our goal is to maintain our relationship for one year. However, either party has the option of discontinuing the relationship for any reason provided the terminating party notifies the other.
(5) Additional Agreements: Mentor and Mentee roles. The Mentor agrees to be honest and provide constructive feedback while sharing insight on their own experiences as well. The Mentee agrees to be open to feedback that the Mentor shares and will respect the insight and experiences shared by the Mentor.

The SOAR Mentoring program will provide youth with positive adult interaction that exposes them to new experiences, fosters increased confidence, and encourages career exploration and personal growth opportunities. Mentor training will focus on improving attitudes towards college and careers, including increased interest and engagement in athletics and recreation careers; positive self-perception and sense of belonging in a field of interest; and positive academic and future orientation. In addition, exposure to new career ideas will help youth find their "sparks," which are activities, passions, and interests that are important to them. Program practice decisions will be informed by available guidelines and research from Elements of Effective Practice for Mentoring, which provides recommended standards and benchmarks.

Mentoring will be provided by volunteers. DHNS Youth Association has six volunteers who will provide mentoring to small groups of youth (maximum four youth per mentor). The six volunteers provide coaching for the organization and work in the athletic field. They own athletic facilities, and they volunteer as coaches and provide athletic services to the organization. The mentors commit to the program for one year. Volunteers will receive recognition for their time and efforts. Volunteer mentors will be recruited based on their career track. Volunteer mentors will be invited to submit an online volunteer application to begin the background screening process.

DHNS Youth Association will identify youth for mentoring by surveying the youth already receiving additional CYD services (YLD, PHSR, and Sports and Movement) to gauge their interest in the mentoring program and the athletic and recreation field. A total of twenty-four youth will participate in the mentoring program.

The Program Director will manage the mentoring program. The average time to vet a volunteer mentor is approximately three weeks, which includes the application process, background checks, and training. The Program Director will provide ongoing support and resources, if necessary, to volunteer mentors. Volunteer mentors will have a private text communication channel that will allow them to exchange ideas and tips with other volunteer mentors.

At the conclusion of the service term, volunteer mentors and mentees will be invited to a social event to mark the end of the mentorship experience. This mentor/mentee relationship closes at this point. The mentor and mentee will be invited to register for mentoring services for an additional one-year term if they desire.

Parents and caregivers play an integral role in the success of DHNS Youth programs. All participating youth are required to have a least one parent or guardian attend an orientation meeting. During this orientation meeting,

parents are informed of the program expectations. Parents will also be required to maintain a current phone number and email address with program staff to ensure that they receive monthly text and email communications.

Parent engagement strategies include:

- Mandatory program orientation meetings
- Monthly text and email communication with parents

Please list any differences in how Mentoring services will be provided in Q1-Q3 vs. Q4, if any: N/A

What is the adult mentor to Youth mentee ratio: 1:4

List the developmental assets addressed in this program component, see list of assets at the end of the PWP:

Q1-Q4:

External Assets:
Support – Other adult relationships
Empowerment – Community values Youth
Boundaries & Expectations – Adult role models
Boundaries & Expectations – High expectations
Constructive Use of Time – Youth programs

Internal Assets:
Commitment to Learning – Achievement motivation
Positive Values – Integrity
Positive Values – Honesty
Positive Values – Responsibility
Positive Values – Restraint
Social Competencies – Planning and decision-making
Social Competencies – Interpersonal competence
Social Competencies – Resistance skills
Social Competencies – Peaceful conflict resolution
Positive Identity – Personal power
Positive Identity – Self-esteem
Positive Identity – Sense of purpose
Positive Identity – Positive view of personal future

Field trips, if applicable: Provide a brief summary of each field trip to include, educational benefit, tentative month, location, and anticipated number of youths attending. Be sure to outline how the field trip aligns with Mentoring program per the CYD RFA guidelines and requirements. Note: All field trips must have PEI approval prior to incurring expenses.

Q1-Q3: N/A

Q4: N/A

Youth Population to be served:	
☒ **Males** ☒ **Females**	☐ **6-9 years of age** ☒ **10-17 years of age**

Race/Ethnicity: All	**Grades Targeted:** 6th-12th

YOUTH LEADERSHIP DEVELOPMENT (YLD)

Programming Period Q1-Q3: From: September 1, 2025 To: May 31, 2026
Programming Period Q4: From: June 1, 2026 To: August 31, 2026

All addresses (locations) where services will be provided, (please use full address):

Q1-Q3:
Meacham Middle School: 3600 Weber St, Fort Worth, TX 76106
First and Third Wednesdays: 4:30 p.m. – 6:30 p.m.

Diamond Hill-Jarvis High School: 1411 Maydell St, Fort Worth, TX 76106
Every other Tuesday: 4:30 p.m. – 6:30 p.m.

Q4:
Diamond Hill Community Center: 1700 NE 37th St, Fort Worth, TX 76106
Thursdays: 4:30 p.m. – 6:30 p.m.

Summarize the YLD program design and services to be provided in detail as outlined in Section 4.1.C of the RFA. Include Exhibit E: YLD Scope and Sequence and label as Attachment D-1 Scope and Sequence.

DHNS Youth Association will provide Youth Leadership Development (YLD) programming to youth in 76106 and 76164.

Utilizing Positive Coaching Alliance and Positive Action YLD curriculum and resources, DHNS Youth Association will provide valuable YLD programming that will benefit youth in their classrooms, their communities and their future careers. The Success & Opportunities in Athletics & Recreation (SOAR) in Action program will feature Youth Leadership Development programming, in conjunction with PHSR programming, in interactive, small group learning sessions. There are a total of twelve sessions in the curriculum.

The SOAR in Action YLD programming focuses on preparing youth to face life challenges and barriers through a series of small group, interactive activities that help them to develop leadership skills, such as conflict resolution, positive and productive communication skills, goal setting, teambuilding, and empowerment. Youth will actively participate in small group discussions and will practice applying the tools to real situations. Youth will take away tangible tools and tips to contribute to an empathetic environment. As part of the SOAR in Action YLD programming, youth participants will engage in annual service-learning projects in the community, ranging from hosting a sports camp for younger kids to planning a canned food drive for the local food bank.

Positive Action Curriculum will be used for Leadership skills classes:
Positive Action Curriculum is based on the intuitive philosophy that we feel good about ourselves when we do positive actions. The Thoughts-Actions-Feelings Circle (TAF) illustrates how this works in life: our thoughts lead to actions and those actions lead to feelings about ourselves which in turn lead to more thoughts. When this circle is negative, students do not want to learn. When this cycle is positive, students want to learn. The essence of the program is to emphasize those actions that promote a healthy and positive cycle. The Positive Action program works through these concepts in a systematic way.

Each lesson will directly relate to the YLD Elements of Leadership Knowledge, Leadership Skills Building, and Leadership in Action.

- Leadership Knowledge: youth will be enabled to recognize their values and strengths and prepare for leadership with confidence; improve leadership effectiveness and awareness of outside influences; align the leader-follower relationship; and increase their effectiveness and productivity as a leader.
- Leadership Skill Building: youth will be encouraged to prioritize goals and promote self-accountability in leadership; build emotional intelligence and empathy skills as a leader; foster growth mindset and improve focus and direction as a leader; employ active listening skills, empathy and negotiation techniques as a leader; increase efficiency and influence as a leader; grow problem-solving skills and overcome adversity as a leader; and increase visibility and enhance influence in leadership.
- Leadership in Action: youth will put communication, problem-solving and leadership skills to use in real life scenarios through community action projects/service learning.

Describe how the three YLD elements will be incorporated into your program design.

1. **Leadership knowledge**
   Youth will learn and gain knowledge from experienced coach-mentors with a focus on the development of leadership skills.

2. **Leadership skill building**
   Youth will recognize and discover their own strengths and growth opportunities through interactive role playing, as well as community and career exploration.

3. **Leadership in action**
   Youth will put their leadership skills into practice, make decisions and lead projects in collaboration with other youth mentees and coach-mentors.

Please list any differences in how the incorporation of YLD elements will differ in Q1-Q3 and Q4, if any:
N/A

Describe the process for ensuring YLD program Participants will be provided opportunities to serve in leadership roles in the community:

Q1-Q4:
YLD participants will practice their leadership skills by leading, planning and implementing an annual service-learning project in the community.

List the developmental assets addressed in this program component, see list of assets at the end of the PWP:
Q1-Q4:

External Assets:
Support – Positive family communication (Family & Primary Caregiver Engagement)
Support – Other adult relationships
Support – Parent involvement (Family & Primary Caregiver Engagement)
Empowerment – Community values Youth

Empowerment – Service to others
Boundaries & Expectations – Adult role models
Boundaries & Expectations – High expectations
Constructive Use of Time – Youth programs

Internal Assets:
Commitment to Learning – Achievement motivation
Positive Values – Caring
Positive Values – Integrity
Positive Values – Responsibility
Social Competencies – Planning and decision-making
Social Competencies – Interpersonal competence
Social Competencies – Cultural competence
Social Competencies – Peaceful conflict resolution
Positive Identity – Personal power
Positive Identity – Self-esteem
Positive Identity – Sense of purpose
Positive Identity – Positive view of personal future

Field trips, if applicable: Provide a brief summary of each field trip to include, educational benefit, tentative month, location, and anticipated number of youths attending. Be sure to outline how the field trip aligns with YLD program per the CYD RFA guidelines and requirements. Note: All field trips must have PEI approval prior to incurring expenses.

Q1-Q3: N/A

Q4: N/A

Youth Population to be served:	
☒ **Males** ☒ **Females**	☐ **6-9 years of age** ☒ **10-17 years of age**
Race/Ethnicity: All	**Grades Targeted:** 6th – 12th

POST HIGH SCHOOL READINESS (PSHR)

Programming Period Q1-Q3: From: September 1, 2025 To: May 31, 2026
Programming Period Q4: From: June 1, 2026 To: August 31, 2026

All addresses (locations) where services will be provided, (please use full address):

Q1-Q3:
Meacham Middle School: 3600 Weber St, Fort Worth, TX 76106
First and Third Wednesdays: 4:30 p.m. – 6:30 p.m.

Diamond Hill-Jarvis High School: 1411 Maydell St, Fort Worth, TX 76106
Every other Tuesday: 4:30 p.m. – 6:30 p.m.

Q4:
Diamond Hill Community Center: 1700 NE 37th St, Fort Worth, TX 76106
Thursdays: 4:30 p.m. – 6:30 p.m.

Check all that apply:

☒ Career exploration and workforce readiness ☐ College readiness ☐ Curriculum-Based Life Skills
☒ Life Skills Non-Curriculum ☐ Other: _____

Describe the PSHR programming to be provided in detail as outlined in Section 4.1.D of the RFA:

DHNS Youth Association will provide Post High School Readiness (PHSR) programming to youth in 76106 and 76164.

Q1-Q4:
Utilizing Positive Coaching Alliance resources and Soccer for Success life skills curriculum, DHNS Youth Association will provide valuable PHSR programming that will benefit youth in their classrooms, their communities, and their future careers. The Success & Opportunities in Athletics & Recreation (SOAR) in Action program will feature PHSR programming, in conjunction with YLD programming, in interactive, small group learning sessions. The PHSR curriculum focuses heavily on helping students identify goals related to their future and realize the steps they need to take in order to achieve them. The modules encourage students to learn about themselves and to apply that knowledge to an exploration of possible careers.

The SOAR in Action program provides a safe space for youth to engage in career exploration and workforce readiness. The program will focus on opportunities within the athletics and recreation industry, featuring guest speakers from the field, sports certification options, interview preparation, resume writing, and other career-related programming. Participants will also be given an opportunity to virtually shadow career professionals for a day, earn a referee certification (14 years and older) for a particular sport, and explore college environments. Students will experience speakers to talk about their careers and demonstrate their job duties. Virtual options may be utilized if necessary. College tours will also be planned throughout the year. Youth will benefit from these opportunities by learning about different careers and many options for higher learning.

Describe how PSHR programming will equip Youth with the experiences and skills necessary to successfully manage the responsibilities required upon entering college, career, and workplace environments:

Q1-Q4:
The SOAR in Action PSHR programming will provide youth with career awareness and exploration opportunities that will prepare them to manage responsibilities upon entering college and career environments.

List the developmental assets addressed in this program component, see list of assets at the end of the PWP:

Q1-Q4:
External Assets:
Support – Other adult relationships
Empowerment – Community values Youth
Boundaries & Expectations – Adult role models
Boundaries & Expectations – High expectations
Constructive Use of Time – Youth programs

Internal Assets:
Commitment to Learning – Achievement motivation
Positive Values – Integrity
Positive Values – Honesty
Positive Values – Responsibility
Social Competencies – Planning and decision-making
Social Competencies – Interpersonal competence
Social Competencies – Peaceful conflict resolution
Positive Identity – Personal power
Positive Identity – Self-esteem
Positive Identity – Sense of purpose
Positive Identity – Positive view of personal future

Field trips, if applicable: Provide a brief summary of each field trip to include, educational benefit, tentative month, location, and anticipated number of youths attending. Be sure to outline how the field trip aligns with PHSR program per the CYD RFA guidelines and requirements. Note: All field trips must have PEI approval prior to incurring expenses.

College/university tours will help youth identify schools to attend, degree offerings, financial aid, housing options, and campus life.

Q1-Q4: Dates TBD
Texas Christian University: 2800 South University Dr., Fort Worth, TX 76109
University of North Texas: 1155 Union Circle, Denton, TX 76203
Midwestern State University: 3410 Taft Blvd., Wichita Falls, TX 76308

Youth Population to be served:	
☒ **Males** ☒ **Females**	☐ **6-9 years of age** ☒ **10-17 years of age**
Race/Ethnicity: All	**Grades Targeted:** 6^{th} – 12^{th}

ANCILLARY PROGRAMMING (*Add Sections as Necessary*)

ANCILLARY

Programming Period Q1-Q3: From: September 1, 2025 To: May 31, 2026
Programming Period Q4: From: June 1, 2026 To: August 31, 2026

All addresses (locations) where services will be provided, (please use full address):

Q1-Q4:
Diamond Hill-Jarvis High School: 1411 Maydell St, Fort Worth, TX 76106 and/or
Diamond Hill Community Center: 1700 NE 37th St, Fort Worth, TX 76106

Q1-Q3:

Tuesdays and Thursdays: 6:30 p.m. – 8:00 p.m. (Practices)
Saturdays: 12:00 p.m. – 4:00 p.m. (Games)

Q4:
Sundays: 2:00 p.m. – 4:00 p.m. and/or Mondays 6:00 p.m. – 8:00 p.m. (Practices for one hour and Games for one hour)

Check all that apply

☐ Youth-Based Curriculum ☐ Family-Based Curriculum Class ☒ Sports and Movement ☐ Academic Support
☐ Family Focused Activity ☐ Arts and Cultural Enrichment ☐ Service Planning and Coordination

Describe the programming to be provided in detail. For each program component chosen above, list and detail information each program component separately.

DHNS Youth Association will provide Sports and Movement services through the Sports for Success program to 76106 and 76164 youth. Sports for Success programming will be held at Diamond Hill-Jarvis High School and Diamond Hill Community Center.

Youth sports programming provides youth with an opportunity to build their skills, grow their confidence, and learn teamwork in a positive environment facilitated by a coach-mentor. Rooted in positive youth development, Sports for Success programs help youth build skills and healthy relationships with themselves and others. Our programs align with USA Football, USA Basketball, and US Soccer Foundation curriculum, which support the 40 Developmental Assets that have been shown to produce positive outcomes for youth.

Q1-Q3:
Sports for Success programming includes youth football, youth basketball, youth baseball, and youth softball. These programs are offered outside of school time.

Q4:
Sports for Success programming includes 7v7 youth football and youth soccer. These programs are offered outside of school time.

List the developmental assets addressed in this program component, see list of assets at the end of the PWP:

Q1-Q4:
External Assets:
Support – Other adult relationships
Boundaries & Expectations – Adult role models
Boundaries & Expectations – Positive peer influence
Boundaries & Expectations – High expectations
Constructive Use of Time – Youth programs

Internal Assets:
Commitment to Learning – Achievement motivation
Positive Values – Integrity
Positive Values – Responsibility
Social Competencies – Planning and decision-making
Social Competencies – Interpersonal competence
Positive Identity – Personal power

Positive Identity – Sense of purpose
Field trips, if applicable: Provide a brief summary of each field trip to include, educational benefit, tentative month, location, and anticipated number of youths attending. Be sure to outline how the field trip aligns with the program per the CYD RFA guidelines and requirements. Note: All field trips must have PEI approval prior to incurring expenses. **Q1-Q3:** N/A **Q4:** N/A

Youth Population to be served:	
☒ **Males** ☒ **Females**	☒ **6-9 years of age** ☒ **10-17 years of age**
Race/Ethnicity: All	**Grades Targeted:** 4th – 9th

FAMILY AND PRIMARY CAREGIVER ENGAGEMENT *Please outline your plan for how families and primary caregivers will be engaged in the CYD program.*
What strategies will be used to demonstrate a commitment to the meaningful involvement of Families and Primary Caregivers in CYD?
Parents and caregivers play an integral role in the success of DHNS youth programs. DHNS Youth Association will host two annual social events for parents, youth, and families to engage with each other and program staff and celebrate program milestones.
Please detail the timeline for implementing your plan and strategies as described above.
Quarter 2: • In December 2025, we will host Family Bowling Social. Topic: Family Communication. The objective is to reinforce positive communication and teamwork among parents/caregivers and youth and demonstrate healthy relationship building. This activity ties into the YLD session on social skills and positive communication. • In March 2026, we will host Positive Ways to Deal with Stress workshop and yoga session. Topic: Positive Ways to Deal with Stress. The objective is to offer parents/caregivers and youth a healthy way to deal with stress by introducing them to movement, mindfulness, and medication. This workshop and activity ties to the YLD session on positive actions for your body and mind. Quarter 3: • In April 2026, we will host Picture Your Future College and Career Family Night. Topic: Picture Your Future. The objective is to provide parents/caregivers with college and career resources, goal setting mini-sessions, and offer family photo sessions using college and career-related props. This activity ties to the PHSR programming on college and career opportunities and YLD session on goal setting. Quarter 4: • In August 2026, we will host Community Connections activity. Topic: Community Connections. The objective is to encourage parents/caregivers and youth to volunteer together and alongside other families in a community service-learning project. This activity ties to the YLD community connections project.

PROGRAM CURRICULUM AND EVIDENCE-BASED AND PROMISING PROGRAMS *Please briefly describe how all funded evidence-based or promising programs will be implemented.*
Provide **Exhibit F: PEI Evidence-Based Ranking Tool** and label as **Attachment D-2: PEI Evidence-Based Ranking Tool**
Applicant provides documentation of evidence-base, research or information on each proposed program with a curriculum by completing the PEI Evidence-Based Program Ranking Tool.
For each Evidence-Based Program or Promising Practice Program proposed, describe any variations from the Evidence-Based Program(s) that have been approved by the developer.

CURRICULUMS
Add additional rows as needed

Curriculum Name	Program Component (to be used with)	Link to Website or Information	Notes/Comments
Positive Coaching Alliance	Youth Leadership Development	https://positivecoach.org/training/workshops/	
US Soccer Foundation	Sports for Success	https://ussoccerfoundation.org/after-school-program/	
Positive Action	Youth Leadership Development	https://www.positiveaction.net/primer	

VIRTUAL PROGRAMMING *Please briefly describe how you may shift components of your program to virtual if needed.*
What is your plan if for any reason **training** must shift to a **virtual format** due to social distancing, local restrictions, etc.?
Our organization has the experience and capacity to engage youth and families virtually should it become necessary.
If applicable, please indicate whether any events may need to be modified or cancelled should social distancing or local restrictions be in effect. Add additional rows if necessary.

Event or Initiative	Begin Date	End Date	Audience/ Stakeholders

For each Program Component able to be provided virtually, describe any variations or modifications.
All Mentoring, Youth Leadership Development, and Post-High School Readiness programming can be implemented virtually via Zoom, if necessary. The Sports and Movement programming can be shifted to an eSports platform, if virtual programming is necessary.

PROGRAM IMPLEMENTATION *Please describe in detail how program will be implemented under this Grant Agreement*

Please indicate what startup activities will be necessary at the start of a Grant Agreement including hiring and training staff, publicizing your program in the community, and recruiting Youth to the program.
Upon signing a contractual agreement, DHNS Youth Association would utilize our existing Program Director and Program Coordinator to help hire, onboard, and train two Youth Development Specialists. Our Board Finance Committee will engage in hiring of a Grant Administrator. Each of these roles are integral in successfully implementing the program. DHNS Youth Association would be able to publicize and market the program quickly as we have an existing database of youth participants, parents, and community partners. We anticipate being able to recruit and enroll youth participants within the first thirty to sixty days of the agreement.
Describe outreach and recruitment strategies and plans. Include plans to reach and engage families demonstrating priority characteristics. If any special population of Youth and families were identified to be served by the program, please provide and the ways the organization will tailor program delivery or outreach to meet the unique strengths, circumstances and needs of the population(s).
Recruitment will be accomplished by reaching out to youth in the target areas who are current or past participants of our youth sports programs. Recruitment will also be accomplished through campus visits, after school club visits, and attending community events. Word-of-mouth, promotional flyers, and social media advertising will also significantly support recruitment efforts.
Describe plans to alleviate barriers to engagement and participation. Outreach and retention plans should include consideration of community context such as Youth with the potential to be underrepresented in programming such as young men or Youth of color.
We anticipate the following barriers to engagement and participation: language and cultural barriers, and limited time availability for working youth. Having worked with the target population for over a decade, DHNS Youth Association is ready to address and alleviate these barriers by having bilingual (Spanish-speaking) staff and offering programming at times and locations that are most convenient to targeted youth.
Describe accessibility of programming to Youth. Applicant must offer programming at times and places that meet the needs of local Youth.
DHNS Youth Association will provide programming on school campuses and at the local community centers within the target community, which greatly increases accessibility to our programming. Most programming is conducted immediately after school to meet the needs of local youth.
Describe how transportation needs will be met. Address any Youth transportation barriers or needs, and how you will coordinate or provide transportation of Youth to participate in CYD program activities.
Programming will be offered at target campuses to make it more accessible for youth. Transportation may be provided by parents, public transportation, and/or walking to program sites. Staff will ensure that participants have a safe plan to access the program and return home.
Describe how the program will assist in reducing juvenile delinquency or crime, how it will positively develop and enhance the lives of youth and their families, and what impact the program will have on the community.
DHNS Youth Association programs are focused on prevention and will provide youth with the tools and resources to avoid involvement in juvenile delinquency, crime, substance abuse, violence, and other detrimental behaviors. Furthermore, our programs will provide youth with positive activities, role models, and skills to develop into productive, independent adults.
Describe any established community partners (including program sites, Youth referrals, special events, etc.).
DHNS Youth Association has long-standing community partnerships with program sites and often collaborates with Diamond Hill Community Center and Fort Worth ISD schools. We have co-hosted the Diamond Hill Back to School Resource Fair in collaboration with Diamond Hill Community Center and Diamond Hill-Jarvis High School (Fort Worth ISD) for the past six years. In addition, DHNS Youth Association has a strong partnership with Fort Worth Police Department (Northwest Division) and Fort Worth Police Athletic League, having collaborated to offer youth sports programming and police engagement

activities, such as Paletas with Police, in the past. DHNS Youth Association has recently established a partnership with The Parenting Center to collaborate on parent education workshops hosted in the community for parents and caregivers during youth sports practices. Other community partners include Blue Zones Fort Worth (now Texas Health) and Aetna Better Health.
Describe the procedures or processes for enrollment, including how a Youth's eligibility will be assessed. Include information on any screening and assessment instruments your program will use to determine eligibility, needs, and strengths. Include details on the completion of CYD forms and action plans. Include your process for obtaining a new CYD Data Authorization Form annually for each Participant. Include your process for completion of Developmental Assets Profile (DAP) pre-surveys for Youth ages 10-17 years old.
DHNS Youth Association staff will utilize parent meetings and pre-screening events for intake and assessment. CYD registration forms will be completed by all youth enrolled in the program annually. CYD eligibility forms will be completed by staff with information from all available sources. Our current online registration process allows for increased efficiency and communication with parents.
List any additional assessment tools or surveys that will be utilized during programming (e.g. curriculum surveys, organizational surveys, etc.).
DHNS Youth Association will follow all HHSC policies and procedures and utilize assessment tools or surveys provided. Developmental Assets Profile will be used for all CYD pre/post surveys. Pre-surveys will be completed by all youth upon enrolling in the program. Post-surveys will be completed when youth exit the program or at the end of the year.
Outline retention plans. If incentives will be used to support retention, describe plans for incentives, including the types of incentives to be provided, the intervals in the program at which the incentives will they be given, and what added benefit the incentives provide to the client.
Complimentary participation in youth sports programming (Sports for Success) is an incentive in itself. Offering free participation for youth sports programming will support retention efforts and also improve the access gap in youth sports. Participants will be retained in the program through fostering strong bonds with staff and coach-mentors, as well as teammates. Our current youth sports program has high retention rates, with many youth participants enrolled in our programs over a six-to-eight-year time span. As part of our participant retention plan, staff will contact youth directly and reach out to parents when youth begin to miss programming.
Describe how Youth are referred to other needed supports when a Participant would benefit from additional programming or supports or when program is at capacity. Include how referrals to other programs or providers are documented, tracked, and supported.
DHNS Youth Association will properly document the referral process once a staff member identifies a concern regarding a youth participant. Potentially, a meeting with the youth participant and parent will be scheduled to discuss strategies for support. When referrals are made, staff will follow up to ensure that the youth was able to access the service. Referrals to other programs and providers will be tracked in the youth participant's file.
Describe Participant activity documentation system(s), processes, and procedures. Include a description of how documentation is maintained and utilized to support program activities, as well as information that will be required in Participant file or activity notes.
The Program Director is responsible for managing program documentation. Program attendance and participation will be recorded using our electronic check-in system. Staff will follow a designated data collection and reporting process designed to protect the confidentiality of youth and identify program effectiveness. Participant files, including intake forms, report cards, pre-surveys and post-surveys, will be stored electronically. Staff will also track, monitor, and report performance measures as outlined by the grant contract.
Describe how program completion for Participants will be determined, as well as processes and procedures for Participant closure and any follow-up. Include details of Participant closure documentation, Developmental Assets Profile (DAP) post-surveys, and administration of the Program Experience Survey.
DHNS Youth Association will follow HHSC regulations for CYD reporting and case closure. When appropriate, staff will meet with parents to inquire about any additional service needs and make referrals as needed. Youth will be

encouraged to participate in the program as long as possible. When the school year ends, campus-based program sites will be transitioned to the nearby community center for easy access by youth.
Outline plans to sustain programming beyond the five-year Period of Performance.
DHNS Youth Association Board and staff continuously pursue funding opportunities to ensure our program's continuation. Other funding sources, such as private foundation and CCPD program grants, are periodically available within our local area and target population. Our organization has already seen success in securing grant funding from local sources.
Are program offerings listed on 2-1-1 current?
☒ **YES or** ☐ **NO**

ORGANIZATIONAL COMPETENCE
Describe strategies program will use in acknowledging and respecting the diversity of Youth and Families, including their cultural traditions, languages, values, socio-economic status, family structures, sexuality, gender identification, religion, individual abilities and other aspects.
DHNS Youth Association takes pride in being an inclusive and diverse organization that serves a diverse demographic of youth and families. We review curriculum and resources to ensure that our programs are culturally relevant and appropriate. Our staff undergoes cultural competency training annually. We also celebrate the diversity of our community by participating in local cultural events, including our local neighborhood Juneteenth celebration.
Describe diversity within organizational leadership and plans to increase diverse backgrounds and demographics of board members or other leadership during the grant period.
DHNS Youth Association employs ethnically diverse program staff to ensure the staff is representative of the youth and community being served. Our board of directors is made up directly of parents, caregivers, community members, and residents of the communities that we serve to ensure appropriate representation. Our current board is made up of three women and two men; with 80% Hispanic/Latino representation and 20% African American/Black representation to closely align with the demographics that we serve. We will intentionally continue our efforts to be an inclusive organization that serves youth and families.

PROJECT STRUCTURE & STAFFING
PEI programs for which the organization is currently receiving funding:
N/A
Provide the following attachment(s):
▪ **Agency organization chart** for the agency that shows how the CYD program activities fit into the overall structure. Please include names and titles for positions that will directly work on this project. Label as **Attachment D-3: Agency Org Chart**. ▪ **CYD Program Chart** should include all staff and volunteers funded by CYD and clearly show lines of reporting and supervision. Label as **Attachment D-4: CYD Program Chart**. ▪ CYD Job Descriptions should include all staff positions funded by CYD. Label as **Attachment D-5: CYD Job Descriptions.**

Describe the staffing structure for the project. Describe qualifications for administrator(s), supervisor(s), staff working directly with program Participants. Describe intentional recruitment of staff with diverse backgrounds and experience supporting Positive Youth Development.
DHNS Youth Association will intentionally recruit staff with diverse backgrounds and experiences to support positive youth development. Staff members should be at least 18 years of age, have a High School Diploma or GED, and one year of experience working with youth. Experience supervising staff may be required for leadership positions. Part-time positions require at least one year experience working directly with youth. All staff will have a background check, complete cultural competency training, and participate in ongoing youth development training. The staffing structure for the project will include: Program Director (0.57 FTE) Program Coordinator (0.57 FTE) Two (2) Youth Development Specialists (0.69 FTE) Grant Administrator (0.29 FTE)
Describe supervision structure. Detail plans for administrative, clinical, and reflective supervision for staff.
The Program Director, which reports directly to the Board, will oversee all program implementation. Under the Program Director's direct supervision will be a Program Coordinator, who will supervise and manage two Youth Development Specialists. The Grant Administrator associated with this project will report directly to the Board Finance Committee. This structure is outlined in Attachment D4.
Indicate whether volunteers or interns will be used. If so, please specify tasks or duties, minimum qualifications, trainings, and supervision structure.
Some volunteers will be utilized as coach-mentors for youth sports and movement programming. Volunteer coach-mentors are required to participate in a Positive Coaching Alliance youth development training workshop and must pass a background check. Volunteer coach-mentors are supervised by the Program Director. Often times, volunteer coach- mentors are parents/caregivers that wish to volunteer their time and skills to teach youth sports. Volunteer coach- mentors assist in coaching youth sports at practices and games and lead sports drills, draft plays, and ensure player participation.
Describe plan for maintaining required activities during vacancies and staff transitions. Include tangible plans for program oversight; program delivery; recruitment and outreach; sustainment of relationships; and community and systems-level strategy.
The Program Director and Board of Directors will ensure consistency and continuity during any staff transition. New employees will participate in new employee orientation and learn about the organization and program implementation. Staff is required to attend periodic training throughout the year to improve best practices in program delivery.
Describe your organization's policies and procedures for reviewing case files for quality and completeness.
Quarterly staff and board review of documents will be completed for accuracy. The Program Director and Grant Administrator will oversee the monthly reports and reviews.
Describe your process for tracking all training for staff, and the position(s) responsible for tracking.
The Program Director is responsible for tracking staff training and ensuring it is recorded appropriately. Copies of certifications or other training documentation will be maintained in staff files.
List the training your staff will receive as part of your training plan. In addition to evidence-based training requirements (if applicable), list any specialized trainings you anticipate providing to staff (e.g. cultural humility, cultural competency, mental health first aid, etc.). Please add additional rows as needed. See Training Requirements in Section 3.4 of the RFA.

Training Type/Title	**Staff Roles Receiving**	**Training Process**	**Timeframe**

Type: New Employee Orientation **Title:** Employee Orientation	All CYD Staff: Program Director, Program Coordinator, Youth Development Specialists, Grant Administrator	☐ In-person by program model ☐ In-person consultant ☒ By supervisor/staff ☐ Webinar ☐ Self-guided	First week of employment
Type: CYD Orientation **Title:** Annual CYD Orientation	All CYD Staff: Program Director, Program Coordinator, Youth Development Specialists, Grant Administrator	☐ In-person by program model ☐ In-person consultant ☒ By supervisor/staff ☐ Webinar ☐ Self-guided	Annually
Type: Youth Development Training Series **Title:** Texas Youth Action Network (Public Policy Research Institute)	All CYD Staff: Program Director, Program Coordinator, Youth Development Specialists, Grant Administrator	☒ In-person by program model ☐ In-person consultant ☐ By supervisor/staff ☐ Webinar ☒ Self-guided	Quarterly
Type: Youth Leadership Development **Title:** Positive Coaching Alliance Character & Leadership Development Program and Positive Action Curriculum	All CYD Staff: Program Director, Program Coordinator, Youth Development Specialists, Grant Administrator	☐ In-person by program model ☒ In-person consultant ☐ By supervisor/staff ☒ Webinar ☒ Self-guided	Quarterly
Type: Cultural Humility **Title:** Cultural Humility	All CYD Staff: Program Director, Program Coordinator, Youth Development Specialists, Grant Administrator	☐ In-person by program model ☐ In-person consultant ☐ By supervisor/staff ☒ Webinar ☐ Self-guided	Annually

DATA & DATA USE

Please briefly describe the quality assurance processes that will be utilized for this Grant Agreement

Describe how your agency will use data to identify ongoing client and community needs and inform ongoing program improvement.

DHNS Youth Association collects and reviews internal data annually to ensure that programs are meeting youth needs within our community. Our organization utilizes Hello Insight, an automated evaluation program, to measure program outcomes, including youth leadership and action, career readiness, and sports-related SEL (i.e. goal orientation, self-confidence, positive identity, self-management). Hello Insight allows our organization to access pre-built surveys, predictive analytics, and automated reports that can be used to inform and improve programming.

GRANT ADMINISTRATION

Describe how you will effectively administer the grant to ensure that contractual deadlines are met and that the budget is appropriately managed.
DHNS Youth Association has established a grant administration and compliance process under the oversight of our Board Treasurer, Rachel Martinez, and Board Finance Committee. Upon being awarded a grant, our Board Finance Committee establishes a monthly meeting cadence with our Program Director to review spending, compile data and reports, monitor outcomes, and ensure that all contractual requirements are met. Our Board Treasurer has previous experience in managing and administering grant funds for other nonprofit organizations within Tarrant County. In addition, DHNS Youth Association has experience in managing and administering grant funds from Fort Worth Police Department Crime Control and Prevention District (CCPD), North Texas Community Foundation, Community Foundation of Texas, Heisman Trophy Youth Development Fund, VELA Education Fund and Sodexo Stop Hunger Foundation, as well as experience in management and administration of multiple AmeriCorps VISTA members.
Describe the quality assurance procedures you have in place.
DHNS Youth Association has adopted Standard Operating Procedures and has put Internal Control & Procurement Policies in place that address quality assurance procedures.

LOG OF ATTACHMENTS *Add additional rows as needed*		
Name of attachment	**Provided**	**Notes:**
Attachment D-1: YLD Scope and Sequence	☒ **YES or** ☐ **NO**	
Attachment D-2: PEI Evidence-Based Ranking Tool	☒ **YES or** ☐ **NO**	
Attachment D-3: Agency Org Chart	☒ **YES or** ☐ **NO**	
Attachment D-4: CYD Program Chart	☒ **YES or** ☐ **NO**	
Attachment D-5: CYD Job Descriptions	☒ **YES or** ☐ **NO**	

40 DEVELOPMENTAL ASSETS	
EXTERNAL ASSETS	
Support	Family support Positive family communication Other adult relationships Caring neighborhood Caring school climate Parent involvement
Empowerment	Community values Youth Youth as resources Service to others Safety
Boundaries & Expectations	Family boundaries School boundaries

	Neighborhood boundaries Adult role models Positive peer influence High expectations
Constructive Use of Time	Creative activities Youth programs Religious community Time at home
INTERNAL ASSETS	
Commitment to Learning	Achievement motivation School engagement Homework Bonding to school Reading for pleasure
Positive Values	Caring Equality and social justice Integrity Honesty Responsibility Restraint
Social Competencies	Planning and decision-making Interpersonal competence Cultural competence Resistance skills Peaceful conflict resolution
Positive Identity	Personal power Self-esteem Sense of purpose Positive view of personal future

Attachment Q-2: Form 2030, Budget Information Form

Health and Human Services Commission *Form 2030 FSS*

Revised May 2024

Budget for Purchase of Service Contracts

2030 SUMMARY	
Grantee:	Tarrant County
Subgrantee:	Diamond Hill North Side Youth Association
Contract #:	HHS0008417000005
Agency Account ID:	24821479
Funding Period:	9/01/2025 to 8/31/2026
HHSC DEP ID #:	16CYDGRL
FSS Program:	Community Youth Development (CYD)

Cost Categories	(A.) Reimbursable	(B.) Other (Cost Sharing)	(C.) Program Total
	Original Approved 2030		
(1A) Personnel-Salaries	$67,896.00	$49,416.00	$117,312.00
(1B) Personnel-Fringe Benefits-by Employee	$5,194.04	$3,780.32	$8,974.36
(1C) Personnel-Fringe Benefits-by Type	$0.00	$0.00	$0.00
(2) Travel	$0.00	$0.00	$0.00
(3) Supplies and Controlled Assets	$2,500.00	$0.00	$2,500.00
(4) Capital Equipment (greater than $5K)	$0.00	$0.00	$0.00
(5) Other Costs	$6,407.99	$4,392.01	$10,800.00
Direct Costs Total	$81,998.03	$57,588.33	$139,586.36
Indirect Costs Total	$0.00	$0.00	$0.00
TOTAL	**$81,998.03**	**$57,588.33**	**$139,586.36**

Program Allocation	30%	70%	100%

Certified By (signature):	Roxanne Martinez
Name:	Roxanne Martinez
Title:	President
Date:	

#REF! Contract Budget

Contractor: **Diamond Hill North Side Youth Association**
HHSC DEP ID #: 16CYDGRL
FSS Program: Community Youth Development (CYD)
Total HHSC Contractual Obligation: **$81,998.03**
Total Cost Sharing: **$57,588.33**
Funding Period: 09/01/2025 to 08/31/2026

Contract #: HHS000841700005
Budget Preparer: Rachel Martinez
Certifying Approver: Roxanne Martinez

PERSONNEL - SALARIES	HHSC Contract Budget	Methodology for Contract Budget Narrative	Cost Sharing Budget	Methodology for Cost Sharing Budget Narrative	FTE Allocations: Total Salary	FTE	% Time Allocated to HHSC Contract	% Time Allocated to Cost Sharing	Number of months on contract	Direct Service or Admin
Program Director (FTE)	25,008.00	Salary: $4,168.00 per month @ 50% CYD time x 12 months = $25,008.00. Role Description: Facilitates programming, scheduling and reporting; hires, supervises and trains program staff; and conducts compliance reviews.	25,008.00	This Program Director position will be funded 50% by CYD funding with the other 50% funded by the organization throughothergrant programs.	$ 50,016.00	1.00	50.00%	50.00%	12	Direct Service
Program Coordinator	18,000.00	Salary: $3000.00 per month @ 50% CYD time x 12 months = $18,000.00. Role Description: Plans, implements and coordinates youth programs; provides staff training; and assists Program Director as needed.	18,000.00	This Program Coordinator position will be funded 50% by CYD funding with the other 50% funded by the organization throughothergrant programs.	$ 36,000.00	1.00	50.00%	50.00%	12	Direct Service
Youth Development Specialist	9,240.00	Salary: $770.00 per month x @100% CYD time 12 months = $9,240.00. Role Description: Assists in planning and implementing youth development and auxiliary programs.	-	This Youth Development Specialist 05. FTE position will be funded 100% by CYD funding and dedicated 100% to CYD programming.	$ 9,240.00	0.50	100.00%	0.00%	12	Direct Service
Youth Development Specialist	9,240.00	Salary: $770.00 per month x @100% CYD time 12 months = $9,240.00. Role Description: Assists in planning and implementing youth development and auxiliary programs.	-	This Youth Development Specialist 05. FTE position will be funded 100% by CYD funding and dedicated 100% to CYD programming.	$ 9,240.00	0.50	100.00%	0.00%	12	Direct Service
Grant Administrator	6,408.00	Salary: $1,068.00 per month @ 50% CYD time x 12 months = $6,400.00. Role Description: Inputs, compiles and manages enrollment data; drafts and completes grant reports; and ensures compliance with grant requirements.	6,408.00	This Grant Administrator position will be funded 50% by CYD funding with the other 50% funded by the organization through othergrant programs.	$ 12,816.00	1.00	50.00%	50.00%	12	Admin
Total	$ 67,896.00		$ 49,416.00		$ 117,312.00					

FRINGE by EMPLOYEE	HHSC Contract Budget	Methodology for Contract Budget Narrative	Cost Sharing Budget	Methodology for Cost Sharing Budget Narrative	Total Fringe per Employee	FTE	% Fringe Allocated to HHSC Contract	% Fringe Allocated to Cost Sharing	Number of months on contract	Fringe % of Salary
Program Director (FTE)	1,913.11	Total Salary $50,016 @ 7.65% FICA @ 50% CYD = $1,913.11	1,913.11		$ 3,826.22	1.00	50.00%	50.00%	12	0.00%
Program Coordinator	1,377.00	Total Salary $36,000 @ 7.65% FICA @ 50% CYD = $1,377.00	1,377.00		$ 2,754.00	1.00	50.00%	50.00%	12	0.00%
Youth Development Specialist	706.86	Total Salary $9,240 @ 7.65% FICA @ 100% CYD = $706.86	-		$ 706.86	0.50	100.00%	0.00%	12	0.00%
Youth Development Specialist	706.86	Total Salary $9,240 @ 7.65% FICA @ 100% CYD = $706.86	-		$ 706.86	0.50	100.00%	0.00%	12	0.00%
Grant Administrator	490.21	Total Salary $12,816 @ 7.65% FICA @ 50% CYD = $490.21	490.21		$ 980.42	1.00	50.00%	50.00%	12	0.00%
Total	$ 5,194.04		$ 3,780.32		Total Fringe % (of Salary)		7.65%	5.57%		

FRINGE by TYPE of BENEFIT	HHSC Contract Budget	Methodology for Contract Budget Narrative	Cost Sharing Budget	Methodology for Cost Sharing Budget Narrative	Total Fringe for HHSC Program Benefits	% Fringe Allocated to HHSC Contract	% Fringe Allocated to Cost Sharing

Social Security (FICA)	-		-		$ -	0.00%	0.00%	
State Unemployment Tax Act (SUTA)	-		-		$ -	0.00%	0.00%	
Retirement	-		-		$ -	0.00%	0.00%	
Insurance- Medical	-		-		$ -	0.00%	0.00%	
Insurance- Dental	-		-		$ -	0.00%	0.00%	
Insurance- Vision	-		-		$ -	0.00%	0.00%	
Insurance- Worker's Compensation	-		-		$ -	0.00%	0.00%	
Insurance- Unemployment	-		-		$ -	0.00%	0.00%	
Short-Term Disability	-		-		$ -	0.00%	0.00%	
Long-Term Disability	-		-		$ -	0.00%	0.00%	
Life Insurance	-		-		$ -	0.00%	0.00%	
Other Fringe	-		-		$ -	0.00%	0.00%	
Total	$ -		$ -			0.00%	0.00%	Total Fringe % (of Salary)

TRAVEL	HHSC Contract Budget	Methodology for Contract Budget Narrative	Cost Sharing Budget	Methodology for Cost Sharing Budget Narrative
Mileage	-		-	
Airfare	-		-	
Meals	-		-	
Lodging	-		-	
Miscellaneous Transportation	-		-	
Total	$ -		$ -	

SUPPLIES and CONTROLLED ASSETS	HHSC Contract Budget	Methodology for Contract Budget Narrative	Cost Sharing Budget	Methodology for Cost Sharing Budget Narrative
Office Supplies	-		-	
Program Curriculum	2,500.00	Positive Coaching Alliance Annual Membership - Cost to access youth leadership curriculum, mentor training and online resources for full year.	-	This curriculum will be utilized specifically to incorporate youth leadership development activities and training for CYD programming.
Outreach Materials/Program Literature	-		-	
Technology (controlled assets)	-		-	
other supplies and controlled assets	-		-	
Total	$ 2,500.00		$ -	

CAPITAL EQUIPMENT (greater than $5K)	HHSC Contract Budget	Methodology for Contract Budget Narrative	Cost Sharing Budget	Methodology for Cost Sharing Budget Narrative
	-		-	
Total	$ -		$ -	

OTHER	HHSC Contract Budget	Methodology for Contract Budget Narrative	Cost Sharing Budget	Methodology for Cost Sharing Budget Narrative

Facility Rentals	6,407.99	Facility rental fees for mentoring, YLD/PHSR programming and sports & movement programming. Mentoring sessions and YLD/PHSR sessions (room rental fees) $50/hr x 48 sessions = $2,400; Sports & Movement (gym rental fees) $75/hr x 48 sessions = $3,600; Family social events $450 per day x 2 days = $900; Sports & Movement (field rental fees) $65/hour x 6 hours x 10 days = $3,900; total cost: $10,800 @ 59% CYD = $6,407.99	4,392.01	Facility rental fees for mentoring, YLD/PHSR and family social events will be covered at 100% by CYD funds. Facility rental fees for sports and movement will be covered by 50% CYD funds and by 50% other funds.
Total	**$ 6,407.99**		**$ 4,392.01**	

SUBTOTAL Excluding Subgrantees	HHSC Contract Budget	Methodology for Contract Budget Narrative	Cost Sharing Budget	Methodology for Cost Sharing Budget Narrative
	$ 81,998.03		**$ 57,588.33**	

INDIRECT COSTS	HHSC Contract Budget	Methodology for Contract Budget Narrative	Cost Sharing Budget	Methodology for Cost Sharing
0.00%	-		-	
Indirect Cost Rate adjustment	-		-	
Total	**$ -**		**$ -**	

Debarment/Suspension Certification indicating that you are in compliance with the below Federal Executive Order.

Debarment:
Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Roxanne Martinez, President (Name)
Diamond Hill North Side Youth Association (Company)
PO Box 162253 (Address)
Fort Worth, Texas 76106 (Address)
FS4DE8KRJFY7 (Unique Entity ID)

PHONE 817-809-8244
EMAIL info@dhnsyouth.org

Roxanne Martinez
Signature _____ Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2025-1349807

Date Filed:
08/13/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Diamond Hill North Side Youth Association
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.
HHS000841700005
Community Youth Development (CYD) - Success and Opportunities in Athletics and Recreation and Sports for Success program 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. [X]

6 UNSWORN DECLARATION

My name is Roxanne Martinez, and my date of birth is 06/27/1980.

My address is 3624 N Pecan St, Fort Worth, TX 76106, USA
(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 13th day of August (month), 2025 (year).

Roxanne Martinez

Signature of authorized agent of contracting business entity
(Declarant)

Attachment Q-5: Federal Award Information Form

1	Subrecipient Name	Diamond Hill North Side Youth Association
2	Subrecipient Unique Entity ID	FS4DE8KRJFY7
3	Federal Award Identification Number (FAIN)	2401TXFPSS
4	Federal Award Date	TBD
5	Subaward Period of Performance Start and End Date	10/1/2023-9/30/2025
6	Amount of Federal Funds Obligated by This Action	$525,000.00
7	Total Amount of Federal Funds Obligated to the Subrecipient	$81,998.03 The exact amount of federal funding will be determined by HHSC at the end of the fiscal year.
8	Federal Award Project Description, as required by FFATA	Promoting Safe and Stable Families
9	Name of Federal Awarding Agency	U.S. Department of Health and Human Services
10	Pass-Through Entity	HHSC/Tarrant County
11	Contact Information for Awarding Official	Tarrant County 100 E. Weatherford Fort Worth, TX 76196-0001
12	CFDA Number and Name	93.556/State
13	Identification if the Award is R&D	N/A
14	Indirect Cost Rate	N/A

Attachment Q-6

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: Community Youth Development (CYD), Contract (Grant) Number: HHS000841700005, Agency ID: 24821479 [Enter description of contract above]

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 is does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

CERTIFIED by:

Roxanne Martinez
_____ Signature of Certifying Person

Roxanne Martinez
_____ Printed Name of Certifying Person

President
_____ Title of Certifying Person

Diamond Hill North Side Youth Association
_____ Name of Vendor Company/Organization

_____ Date Certified

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 62
Department:	**Prepared By:** Gary Collins, Contracts Specialist	**Approved By:** Gary Collins, Contracts Specialist

SUBJECT:

Consideration of the Community Service Provider Contract with My Health My Resources of Tarrant County for the Provision of Youth Advisory Committee Services and Youth Leadership Development Services through the Texas Health and Human Services Commission Family Support Services Community Youth Development Program

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the Community Service Provider Subrecipient Contract with My Health My Resources of Tarrant County (MHMRTC) for the provision of Youth Advisory Committee (YAC) services and Youth Leadership Development (YLD) services through the Texas Health and Human Services Commission (HHSC) Family Support Services (FSS) Community Youth Development (CYD) Program, #HHS000841700005.

BACKGROUND

Tarrant County Public Health (TCPH) receives annual grant funding from HHSC for the continuation of the CYD program. CYD provides support services to youth and their families with the goal of curbing juvenile crime in Tarrant County. These supports lead to strengthened connection, engagement, and contribution to the community. Grant funding provides assistance to FSS partners with community-based programs, providing a variety of opportunities to promote positive outcomes for children, youth, and families. Services are provided by sub-awards though reimbursements from the CYD program HHSC grant.

The MHMRTC YAC offers monthly community service-learning projects aimed at developing youth leadership skills. Youth are invited to join YAC after participation in other MHMRTC programs. The Youth Engagement Director (YAC Coordinator) works to build participant's leadership skills through reinforcement of the activities from YLD. MHMRTC has received HHSC FSS CYD Grant Program funding through Tarrant County since 2022.

On April 16, 1996, the Commissioners Court, through Court Order #74131, approved the original CYD Grant Contract with the Department of Family and Protective Services (DFPS) to curb juvenile crime in the 76106 and 76164 ZIP codes. Thereafter, renewals have been made to continue the program.

On August 17, 2021, the Commissioners Court, through Court Order #136109, approved the FY 2022- 2026 Grant Contract with DFPS for the term of September 1, 2021, through August 31, 2026, for funding in an amount not-to-exceed $3,281,250.00 over the term of the contract. In addition, the service area for Tarrant County was expanded to include the 76112 and 76119 ZIP codes. This agreement serves as the base contract for which annual FY funding may be awarded through NOAs

On August 29, 2023, the Commissioners Court, through Court Order #141552, approved FY 2024 Community Service Provider Subrecipient Contract with MHMRTC for the provision of YAC and YLD services in an amount not to exceed $40,072.80, with a term of September 1, 2023, through August 31, 2024.

On August 20, 2024, the Commissioners Court, through Court Order #143688, approved FY 2024 Community Service Provider Subrecipient Contract with MHMRTC for the provision of YAC and YLD services in an amount not to exceed $40,072.80, with a term of September 1, 2024, through August 31, 2025.

On September 1, 2024, the granting agency for CYD funds changed from DFPS to HHSC, and the program changed from PEI to FSS. This contract reflects the new granting agency of HHSC FSS with the same start date of September 1, 2024

With approval of this subrecipient contract, Tarrant County will reimburse MHMRTC an amount not to exceed $40,072.80 in FY 2026 FSS CYD Grant funding for the provision of YAC and YLD services as mentioned above. The funding period for the contract is September 1, 2025, through August 31, 2026.

The Criminal District Attorney's Office has reviewed this document as to form.

FISCAL IMPACT

Funds will be requested for FY2026 in the amount of $87,072.80.

This grant does not require matching funds, allows for indirect costs, and does not include an operating subsidy.

All associated costs to be paid from grant funds in Grant-2004 / F0040-2026 / 5100103000.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____
Auditor

Attachments

MHMR FY26 CYD SUBCONTRACT-signed by MHMR.pdf

THE STATE OF TEXAS

COMMUNITY SERVICE PROVIDER CONTRACT

COUNTY OF TARRANT

1. BACKGROUND

1.1 Texas Department of Family and Protective Services ("Texas Lead Agency") allocates funds for Community Youth Development services by distribution through a local lead agency.

1.2 Texas Lead Agency designates Tarrant County ("County") as the local Lead Agency.

1.3 County subcontracts with community-based service providers to deliver services in accord with the directives of Texas Lead Agency.

1.4 The 74th Regular Legislative Session, in House Bill 327, created the Community Youth Development Grant by adding Section 16 of Article 4413 (503), V.T.C.S..

1.5 The goal of the CYD program is to assist communities, identified by a high incidence of juvenile crime, in alleviating family and community conditions that lead to juvenile crime. In that effort, the County will subcontract with the Service Provider to provide youth and family services to the 76106, 76164, 76112 and 76119 communities.

2. PARTIES TO CONTRACT

Tarrant County ("County") and My Health My Resources of Tarrant County ("Service Provider") agree to the following terms and conditions of this contract.

3. SERVICE PROVIDER DUTIES

3.1 The Service Provider must provide services in accordance with the Project Work Plan (Attachment Q-1). Attachment Q-1 may not be amended without the written prior approval of the County.

3.2 County will conduct quarterly reviews of the work of the Service Provider. If the County requests, the Service Provider must provide a written Corrective Action Plan (CAP) detailing actions that will be taken to meet the deficiencies identified in the quarterly review.

3.3 Service Provider acknowledges receipt of a copy of the contract between the County and the Texas Lead Agency (Contract # HHS000841700005 / Agency ID # 24821479). Service Provider agrees to abide by all the terms of that contract that may in any way be applicable to it in its performance of its services.

3.4 Service Provider will cooperate fully in any review conducted by the County or its authorized representatives related to services provided under this contract. The County has the authority to monitor, inspect, assess, and review the fiscal, contractual, or program performance of the Service Provider, including all information related to any services provided under this contract or billed to the County. The Service Provider will remedy in a timely manner, any weaknesses, deficiencies, program noncompliance, or audit exceptions found as a result of a review by the County or its authorized representatives. Such remedy can include a refund of billed amounts or any other appropriate sanctions or penalties deemed necessary by the County. Acceptance of funds under this contract acts as acceptance of the authority of the County, Texas Lead Agency, State Auditor's Office, HHSC Office of Inspector General, or any successor agency, to audit or investigate the expenditure of funds under this contract.

4. TERM

The term of this contract will commence on September 1, 2025 and end August 31, 2026.

5. GOVERNING LAW

5.1 Governing Law and Venue. This Agreement shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Agreement will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in State Court.

5.2 In delivering services pursuant to this contract Service Provider must comply with applicable federal law and state law including the following:

A. Anti-Discrimination. Service Provider agrees to comply with state and federal anti-discrimination laws, including without limitation:
   1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
   2) Section 504 and 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   3) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
   4) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   5) Title IX of Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   6) Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.);
   7) DFPS's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this agreement.

B. The Service Provider agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion be excluded from participation in or denied any aid, care, service or other benefits provided by federal or state funding, or otherwise be subjected to discrimination.

C. Federal Financial Participation (FFP) requirements in accordance with Titles 45 and 48 of the Code of Federal Regulations (CFR) and federal circulars, as amended.

D. The Service Provider will comply with the Title VI of the Civil Rights Act of 1964, and its regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a Service Provider from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Applicable state and federal civil rights laws require Service Providers to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Service Provider agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. Service Provider also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate language other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

E. Service Provider will comply with Executive Order 13279, and its regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that

participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services will not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

F. Upon request, Service Provider will provide HHSC Civil Rights Office with copies of all of Service Provider's civil rights policies and procedures.

G. Service Provider must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to the address below.

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885

H. Health and Safety Code Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV).

I. Immigration Reform and Control Act of 1986 and any subsequent immigration laws related to employment verification and retention of verification forms for any individuals performing any labor or services under this contract; including The Immigration Act of 1990 and The Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") enacted on September 30, 1996.

J. All state and federal licensing and certification requirements and regulations prescribed by the United States Department of Health and Human Services and Texas Lead Agency.

K. All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.).

L. All mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued related to the Energy Policy and Conservation Act (Pub.L.94-163).

M. The Fair Labor Standards Act (FLSA) (29 U.S.C. §201 et seq.) regarding minimum wages, overtime pay, recordkeeping, and child labor.

5.3 To the extent applicable to this agreement and to the parties, Service Provider must:

A. Comply with HHS Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Award 45 CFR 75.

B. Comply with Office of Management and Budget (OMB) 2 CFR 200 – Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal

Awards, as well as 40 Texas Administrative Code (TAC) §§732.240-256 as applicable. Further, all contractors that are subrecipients and are state or local government entities, or are funded with federal block grants, are required to comply with the Uniform Grant Management Standards (UGMS), as applicable. School districts, colleges and universities, and special districts are excluded from UGMS compliance requirements. In the event of any conflict or contradiction between or among the regulations referenced in this contract term, the regulations will control in the following order of precedence: 45 CFR, Part 74; 2 CFR 200; UGMS; and 40 TAC §§732.240-256. Service Provider agrees that funds requested in this contract will not be used to replace federal, state or local funding.

C. Comply with 42 U.S.C. §675(4) (Foster care maintenance payments must be expended for items that are provided by foster parents and facilities).

D. Pay applicable state, local, or federal excise taxes. The Service Provider must be able to demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. The Service Provider must comply with all Federal and State tax laws and withholding requirements. The County will not be liable to the Service Provider or its employees for any Unemployment or Workers' Compensation coverage, or Federal or State withholding requirements. The Service Provider will indemnify the County and pay to the County all costs, penalties, or losses caused by the Service Provider's breach of this section.

E. Service Provider has an affirmative duty to remain in compliance with applicable franchise tax requirements. If the Texas Comptroller of Public Accounts (CPA) designates the Service Provider to be forfeited from doing business in the State of Texas, the contract will terminate effective on that date. Service Provider agrees that should the Texas Comptroller of Public Accounts (CPA) ever place the Service Provider on "vendor hold," then the County will apply all payments under this contract directly toward eliminating any of the Service Provider's debts or delinquencies to the State of Texas.

F. FFATA Reporting. Service Provider must report to the County the data elements required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) and listed in 1.27.9 if Service Provider is a Subrecipient. No direct payment will be made to Service Provider for providing any reports required under these provisions, as the cost of producing such reports will be deemed included in the Contract price. The reporting requirements in 1.27.9 are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes will be automatically incorporated into this Contract and shall become part of Service Provider's obligations under this Contract. The County may provide written notice to Service Provider of any such change in accordance with this Contract, but such notice will not be a condition precedent to Service Provider's duty to comply with revised OMB reporting requirements.

5.4 None of the funds, materials, property or services contributed by the parties under this contract will be used in the performance of this contract for any partisan political activity, or to further the election or defeat of any candidate for public office. In addition, none of the funds reimbursed under this contract will be used to pay the salary or the expenses of

anyone for any activity designed to influence legislation or appropriation pending before legislative bodies of the state or federal government.

5.5 ~~1295 Compliance. Service 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 Q-4, with the Texas Ethics Commission as required by law.~~

5.6 Subrecipient Officers' Total Compensation (Top 5). According to the timeframes communicated by the County but no later than the end of the month following the month of a contract award, and annually thereafter, the Service Provider will report the names and total compensation of each of the five most highly compensated executives for the Service Provider's preceding completed fiscal year if, in the Service Provider's preceding fiscal year, the Service Provider received –

A. Eighty percent (80%) or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
B. $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
C. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

6. INFORMATION SECURITY REQUIREMENTS

The Service Provider must comply with the following:

6.1 The DFPS IT Security Policy located at:
http://www.dfps.state.tx.us/documents/PCS/Contractor_Information_Security.pdf

6.2 Health and Human Services Enterprise Information Security Standards and Guidelines

6.3 Title 1, Texas Administrative Code, Sections 202.1 and 202.3-.28

6.4 Texas Human Resources Code, Section 40.005

6.5 Texas Business and Commerce Code, Subchapter B, Sections 521.051-.053

6.6 Texas Family Code, Section 162.018

6.7 Texas Family Code, Subchapter C, Sections 261.201-.203

6.8 Texas Family Code, Section 264.408

6.9 Texas Family Code, Section 264.511

6.10 Texas Health and Safety Code, Section 85.115 and 40 TAC Section 1404

6.11 Title 40, Texas Administrative Code, Subchapter B, Sections 700.201-.209

6.12 Texas Health and Safety Code, Chapter 181 and 1 TAC Sections 391.1-.2

6.13 The Federal Information Security Management Act of 2002 (FISMA)

6.14 Publication 1075 - Tax Information Security Guidelines for Federal, State and Local Agencies

6.15 NIST Special Publication 800-53 Revision 3 - Recommended Security Controls for Federal Information Systems and Organizations

6.16 NIST Special Publication 800-47 - Security Guide for Interconnecting Information Technology Systems

6.17 In addition to the requirements expressly stated in this Section, Service Provider must comply with any other State or Federal law, regulation, or administrative rule relating to the specific Texas Lead Agency program area that CYD and Service Provider supports.

6.18 Upon reasonable notice, Service Provider must provide, and cause its subcontractors and agents to provide, Texas Lead Agency or its designee, prompt, reasonable, and adequate access to any information security records, books, documents, and papers that are directly pertinent to the performance of the Contract including, but not limited to:

A. Service Provider information security policies;
B. Service Provider information security procedures;
C. Service Provider information security standards;
D. Service Provider information security guidelines;
E. Service Provider security plan in compliance with NIST Special Publication 800-53 Revision 3;
F. Service Provider security violation reports;
G. Service Provider employee security acknowledgement agreements; and
H. Lists of Service Provider's employees, subcontractors, and agents with authorized access to DFPS/CYD confidential information.

6.19 Items 6.17 A through H above are subject to County review and approval. Neither County review or approval, nor its failure to review or approve, will relieve, waive, or satisfy any of Service Provider's obligations under this agreement.

6.20 Service Provider will provide, and will cause its subcontractors and agents to provide, to County, upon reasonable notice, written certifications of compliance with controls and provisions relating to information security, including but not limited, those related to confidential data transfers and the handling and disposal of Personally Identifiable Information (PII). Acceptable forms of written compliance may be, but are not limited to:

A. Statement on Auditing Standards No.70, Service Organizations (SAS-70) Report;
B. General Security Controls Audit;
C. Application Controls Audit;
D. Vulnerability Assessment; and
E. Network/Systems Penetration Test.

7. PROCEDURAL PROVISIONS

7.1 Prior to implementation, any change to the Project Work Plan (Attachment Q-1) must be submitted to the County and approved by the County.

7.2 The Service Provider will develop and implement a programmatic and fiscal implementation plan to ensure contract compliance.

7.3 The Service Provider must add its services to the region's 2-1-1 Area Information Center where its CYD services are provided within 30 days, and must update its information appropriately within 30 days of any changes in the scope of its CYD program.

7.4 The Service Provider will serve youth between the ages of six (6) and seventeen (17) who live in and/or attend school the 76106, 76164, 76112, or 76119 zip codes. The target age range for youth to be served is ten (10) to seventeen (17) years. The total percentage of youth served that are under ten (10) years of age is limited to no more than thirty percent (30%) of the total youth served annually.

7.5 The Service Provider guarantees that family members of eligible participants only participate if the service involves the family, including the eligible target youth, with the goal of preventing delinquency of the target youth. Family members eligible for such services are limited to those individuals who are related to and residing in the same household as the eligible youth, including fictive kin and a non-custodial parent.

7.6 Notice of Funding. The Service Provider will place prominent notices acknowledging the funding it receives from the Texas Lead Agency in all of its literature that describes services covered by this contract. This notice will also appear in Service Provider's annual financial report, if any is issued.

7.7 The Service Provider may not use the County or Texas Lead Agency seal in any form or manner without prior written approval. Service Provider also may not use the name of the County or Texas Lead Agency to imply any endorsement, approval, or sponsorship of Service Provider's goods or services by the County or Texas Lead Agency.

7.8 The Service Provider will designate a person to serve as the liaison between the Texas Lead Agency, County, and the Community Collaborative Committee. This liaison is expected to attend seventy-five percent (75%) of the approved and scheduled Community Collaborative Committee meetings during the contract term.

7.9 The Service Provider will make reasonable efforts to provide services that meet the individual needs of the client. Service Provider will develop and maintain a cultural competence plan that effectively provides services to people of various cultures, races, ethnic backgrounds, and religions in a manner that recognizes and affirms their worth, protects and preserves their dignity, and ensures equity of service delivery. Service Provider will take into consideration the intellectual functioning, literacy, level of education, and comprehension ability of each client in order to ensure that all information is presented in a way that meets the individual needs of each client. Service Provider will provide services in the client's primary language, whether provided directly by Service Provider of through a translator.

8. REPORTS, AUDITS AND RECORD RETENTION

8.1 Acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, HHSC Office of Inspector General, or any successor agency, to audit or investigate the expenditure of funds under this contract or any subcontract. Service Provider will fully cooperate with the State Auditor's Office or its successor, including providing all records requested. Service Provider guarantees by placing appropriate contract provisions in applicable subcontracts that its subcontractors, if any, will fully cooperate in any audit of funds it receives from Service Provider.

8.2 Service Provider will provide financial management and control systems that include:

A. Accurate, correct and complete payroll;
B. Accounting and financial reporting records;
C. Cost source documentation;
D. Effective internal and budgetary controls;
E. Procedures to determine reasonableness, allowability and allocability of costs; and
F. Timely and appropriate audits with resolution findings.

8.3 Establish a method to ensure the confidentiality of records and other information relating to clients according to applicable federal and state law, rules and regulations while protecting the right of the County to access client case records or other information relating to clients served under this contract. Service Provider will comply with the Identity Theft Enforcement and Protection Act (Chapter 521 of the Texas Business and Commerce Code). Service Provider has a duty to protect personal information and to notify all affected parties of any breach of personal information.

8.4 The Service Provider will adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants and follow County fiscal management policies and procedures in submitting timely billing and maintaining financial records required to be kept under this contract.

8.5 The Service Provider will maintain legible copies of this contract and all related documents for a minimum of seven (7) years after contract termination or seven (7) years after the federal fiscal year in which services were provided, whichever is later. If any litigation, claim, or audit involving these records begins before the seven (7) year period expires, the Service Provider will keep the records and documents until all litigation, claims, or audit findings are resolved. The case is resolved when a court issues a final order, and all appeals are exhausted, or the County and Service Provider enter into a written agreement. Contract period means the beginning date through the ending date specified in the original contract; extensions are considered to be separate contract periods. Service Provider will provide any records and information concerning a child to the County upon request. Service Provider must forward legible records and information to the County within fourteen (14) calendar days. Service Provider will provide any necessary records and information to the County upon verbal request in emergency situations. In emergency situations, Service Provider must submit legible records and information within the specified timeframe. Serviced Provider must not dispose of records pertaining to children in DFPS conservatorship before providing the department's contract manager written notice of its intent to dispose of records and receiving written approval from the department's contract manager.

8.6 The Service Provider will cooperate fully in any social studies or fiscal and programmatic monitoring, auditing, evaluating, or other reviews pertaining to services rendered by the Service Provider and subcontractor which may be conducted by the County, Texas Lead

Agency or the United States Department of Health and Human Services, or their authorized representatives; and to be responsible for any audit exception or other payment irregularity regarding this contract or subcontract, which may be found after review by the County, Texas Lead Agency or the United States Department of Health and Human Services; and to be responsible for the timely and proper collection and reimbursement to the County of any amount paid in excess of the proper billing amount.

8.7 The Service Provider will submit Monthly Reports, Monthly Service Tracking Forms, Monthly Service Attendance Logs, Program Registration Forms, Eligibility for Program Participation Forms, Outcome Surveys, Training Certificates, Annual Self-Evaluation Report, and other requested reports to the County. Monthly reports and forms must be received by the County during the monthly reimbursement meeting, which will be held during the week of the sixth (6^{th}) day of the following month (day and time established by the County). The Service Provider liaison must attend all monthly reimbursement meetings and submit all monthly reports and forms during the meeting. The Annual Self-Evaluation Report is due within twenty days of the end of the contract term. Monthly and year-end reports must be submitted using the outline provided by the County. The Service Provider will accurately complete or ensure accurate completion of program reports and forms.

8.8. Equipment is any article of tangible nonexpendable personal property having a useful life of more than one year and an acquisition cost that equals or exceeds the lesser of: the capitalization level established by the Service Provider for financial statement purposes or $5,000.00. The Service Provider will follow the provisions of Title 45 Code of Federal Regulations (CFR) Part 74 regarding disposition of any equipment purchased under this contract with funds allocated to the Service Provider or its subcontractor. The Service Provider will not give any security interest, lien, or otherwise encumber any item of equipment purchased with contract funds. The Service Provider will permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment and maintain a current inventory of that equipment for inspection by the County. Cost reimbursement Service Providers must also follow the following guidelines when contracting with the County.

A. Cost reimbursement Service Providers must add certain types of equipment items that are classified as “controlled assets” as designated in the Comptroller’s State Property Accounting (SPA) Process User’s Guide, available on the Internet, to their inventory. Service Providers should review the SPA guide periodically for the most current list.
B. All cost reimbursement Service Providers must follow the American Hospital Association’s (AHA) “Estimated Useful Lives of Depreciable Hospital Assets” for equipment disposition purposes, except when federal or statutory requirements supersede.
C. Service Providers must request County approval before disposing of equipment or controlled assets prior to the end of the useful life for that item.
D. Any change to the equipment category in a cost reimbursement budget will require prior approval from the County.

8.9 All participant records are the property of Service Provider. Confidentiality of participants' records will be maintained at all times as required by law and the terms of this contract. Service Provider will have a system in effect to protect from inappropriate disclosure of participant records and all other documents deemed confidential by law, which are maintained in connection with the activities funded under this contract. Any disclosure of

confidential participant information by the Service Provider, including information required by the Inspections Article, will be in accordance with applicable law.

8.10 Service Providers will submit a Single Audit Determination (SAD) form in accordance with HHSC-OIG requirements. If applicable, Service Provider will submit an annual financial and compliance audit of Service Provider's fiscal year in accordance with Single Audit Requirements of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and Texas Uniform Grant Management Standards. Service Provider will re-procure with the objective of rotating the independent audit firm every six years. Service Provider will submit verification of the re-procurement of the independent audit firm for Single Audits.

8.11 Confidential Information. Service Provider will not release confidential information to any party without the prior written approval of the County, including, but not limited to, records received or created by the Service Provider that are identifiable to children or clients referred by Texas Lead Agency. Service Provider will not use any information supplied by Texas Lead Agency except for the purposes that the Texas Lead Agency intends the information to be used. If Service Provider stores, collects, or maintains any data, Service Provider will only use such data internally for implementing this contract.

A. Service Provider will establish a method to ensure the confidentiality of records and other information relating to clients according to applicable federal and state laws, rules, and regulations.
B. Service Provider will immediately notify the County of any unauthorized attempt to access, disclosure of, or use of any confidential information.
C. This section does not limit the County or Texas Lead Agency's right of access to client case records or other information relating to clients served under this contract. The County and Texas Lead Agency will have an absolute right to access to and copies of such information, upon request.
D. If Service Provider receives any request or demand for disclosure of confidential information by oral questions, documents, subpoenas, civil investigative demand, interrogatories, requests for information, or other similar legal process, Service Provider will provide the County or Texas Lead Agency with prompt notice of such request (no later than two (2) business days) so it may be determined whether to seek an appropriate protective order and/or consent to Service Provider's disclosure of the requested records. This subsection does not preclude the Service Provider from asserting its own privileges or objections against release of confidential information to a third-party based on applicable law.
E. The provisions of this section remain in full force and effect following termination of cessation of the services performed under this contract.

8.12 The County will contact Service Provider when a complaint is received, and advise the Service Provider whether the County will conduct an investigation or will coordinate with the Service Provider for an investigation and a response. When the County requires the Service Provider to conduct any part of the complaint investigation, Service Provider must respond in writing to the County with all requested information and according to County requirements and specified time frames. If Service Provider is unwilling or unable to provide any information within the time required, Service Provider will provide a written explanation for any information that Service Provider does not submit, any applicable date by which Service Provider will provide the information, and the detailed reasons why Service Provider is unwilling or unable to provide such information.

8.13 Service Provider is required to complete all fields of program forms in their entirety, including social security number fields. If a client refuses to provide their social security number, Service Provider must document refusal on the program form. The expectation is that Service Providers make a good faith effort to obtain social security numbers and other information listed on the program form. Items with an asterisk on program forms are required fields in the database; however, the expectation is that the form is completed thoroughly. Primary caregivers must sign program forms giving consent for services prior to the provision of services, and annually.

9. ASSIGNMENTS

Service Provider must:

9.1 Notify the County immediately and in advance of any significant change affecting the Service Provider or this contract, including but not limited to, change of Service Provider's name or identity, ownership, control, governing board membership, key personnel, payee identification number, or any problem or potential problem associated with performance or services. Service Provider will also provide the County with any documentation or information related to a notification provided for under this section. Service Provider will also notify the County of any lawsuit brought against Service Provider related to the services provided for in this contract. Unless otherwise noted in this contract, Service Provider will provide all notices in writing to the County within ten (10) working days.

9.2 Refrain from transferring or assigning this contract or from entering into any subcontract for the services under this contract without prior written approval from the County. County has complete discretion to disapprove this request and to attach whatever provisions to its approval deemed necessary to enforce this contract.

9.3 The parties to this Agreement may make modifications to the contract according to the requirements of this section.

A. Bilateral Amendment: Either party to this Agreement may modify this contract by execution of a mutually agreed upon written amendment signed by both parties.

B. Unilateral Amendment: The Texas Lead Agency and County reserve the right to amend this Agreement through execution of a unilateral amendment signed by the Texas Lead Agency Contract Manager and provided to the Service Provider with ten (10) day notice prior to execution of the amendment under the following circumstances:
   1. to correct an obvious clerical error in this contract;
   2. to change the contract number;
   3. to incorporate new or revised federal or state laws, regulations, rules, or policies;
   4. to comply with a court order or judgment;
   5. to update service level descriptions or daily rates;
   6. to change the name of the Service Provider in order to reflect the Service Provider's name as recorded by the Texas Secretary of State;
   7. to change the designated Texas Lead Agency or County mailing address for this contract;
   8. to change the designated Service Provider mailing address for this contract; or
   9. to change the recorded license number of any license needed under this contract in order to reflect the current number as issued by the licensing authority.

C. The County may renew this contract at the County's discretion on an annual basis by mutual agreement, subject to the conditions in the terms of this contract.

10. PAYMENT OF REIMBURSABLE COSTS

10.1 The County will reimburse the Service Provider for reasonable, allowable and allocable costs from available funds for services rendered in accordance with the terms of this contract upon receipt of a proper and verified statement and after deducting any known previous overpayment made by the County as specified in the budget (Attachment No. Q-2). Reimbursements will not exceed the total of each budget line item.

Contract is funded by the State of Texas in response to Family Code §265.002 and the U.S. Department of Health and Human Services Promoting Safe and Stable Families; CFDA 93.556. The exact amount of federal funding is determined at the end of the fiscal year.

The total amount reimbursable due under this contract during September 1, 2025 through August 31, 2026 will not exceed $40,072.80.

10.2 Service Provider will submit monthly requests for reimbursement of actual expenses to the County during the monthly reimbursement meeting, which will be held during the week of the sixth (6^{th}) day of the following month (day and time established by the County). The Service Provider liaison must attend all monthly reimbursement meetings and submit all monthly requests for reimbursement. Only one supplemental reimbursement request will be accepted for each month, and must be received by the monthly deadline established by the County. Included in the monthly request for reimbursement will be copies of receipts and other accurate source and expenditure documentation. Service Provider will retain originals of all copies submitted. Requests will not be considered complete and payable until monthly participation data and participant registration forms for billed services has been received.

10.3 County will either pay within 60 days of receipt of the request for reimbursement or send notice of a denial of the request within 60 days. Payment is considered made on the date postmarked. In the event the County determines that a payment was made for a disallowable reimbursement, the County may deduct the disallowable portion from future payments due Service Provider or County may require Service Provider to refund the disallowable portion to County.

10.4 To receive reimbursement under this contract, Service Provider must incur eligible cost during the contract term and pay that cost prior to seeking reimbursement. In no event will payments exceed the Service Provider's actual and allowable costs to provide services. Costs should be billed to the month in which they were incurred, either on the primary billing voucher for that month or on a supplemental billing, if they are not paid in time to include them on the primary voucher. Service Provider may not transfer line items within the Budget. Service Provider must first seek in writing approval from the County. County has discretion regarding whether the County will approve the proposed line item transfer.

10.5 Service Provider will be responsible for any overtime pay due its employees. This contract will not reimburse Service Provider for overtime.

10.6 Applicable cost principles, audit requirements, and administrative requirements include the following chart. Furthermore, OMB Circulars will be applied with the modifications prescribed by UBMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-Profit Organization other than a hospital	48 CFR, Part 31 Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and TxGMS	2 CFR Part 200 and TxGMS

10.7 If there is a matching requirement in the Request for Applications (RFA), the Service Provider will provide at least the amount of non-Federal share as identified in the contract budget or through other written notice from the County. **In the event of failure to provide this amount of non-Federal share as specified, the Service Provider will indemnify the County for any resulting proportionate reduction of federal funds or other disallowance**.

10.8 No Supplanting: Service Provider may not use CYD funds to replace or substitute for any existing federal, state, or local source of funds. Service Provider shall make a good effort to maintain its current level of support. Service Provider will be required to submit documentation substantiating that a reduction in state of local funding, if any, resulted for reasons other than receipt or expected recruit of funding under this contract. CYD funds may not be used as match (in-kind or cash) for any other funding opportunity.

10.9 In accordance with Texas Government Code §2155.4441, the State of Texas requires that during the performance of a contract for services, Service Provider will purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

10.10 Vendor Performance: pursuant to Texas Government Code, Section 2155.144, -.1442 and 34 TAC Section 20.108, state agencies are required to report vendor performance on any

purchase of $25,000.00 or more from contracts administered by the CPA or any other purchase made through an agency's delegated authority or a purchase made pursuant to the authority in Government Code, Title 10, Subtitle D or a purchase exempt from CPA's procurement rules and procedures. DFPS reports vendor performance by means of the Vendor Performance Tracking System (VPTS), which can be accessed online at: http://www.window.state.tx.us/procurement/prog/vendor_performance/
The County may use the VPTS to determine best value when awarding contracts in instances where past performance is included as a factor in the evaluation of a vendor for award.

11. INDEMNITY AND INSURANCE

11.1 THE SERVICE PROVIDER WILL INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICIALS, AGENTS, REPRESENTATIVES, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR LOSSES FOR PHYSICAL DAMAGE TO PROPERTY OR INJURY TO PERSONS RESULTING FROM NEGLIGENCE OR MISCONDUCT ON THE PART OF THE SERVICE PROVIDER, ITS AGENTS, EMPLOYEES, REPRESENTATIVES, OR SUBCONTRACTORS. IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY DUE TO THE NEGLIGENCE OR MISCONDUCT OF THE SERVICE PROVIDER, THE SERVICE PROVIDER WILL INDEMNIFY AND PAY FULL COST OF REPAIR, RECONSTRUCTION, OR REPLACEMENT, AT THE DISCRETION OF THE COUNTY. SUCH COST WILL BE DUE AND PAYABLE BY THE SERVICE PROVIDER WITHIN TEN (10) CALENDAR DAYS AFTER THE DATE OF RECEIPT OF WRITTEN NOTICE FROM THE COUNTY OF THE AMOUNT DUE. THE TEXAS LEAD AGENCY AND COUNTY, AND THEIR RESPECTIVE EMPLOYEES, OFFICIALS, OFFICERS, AGENTS, AND REPRESENTATIVES CAN NEITHER AGREE TO HOLD THE SERVICE PROVIDER HARMLESS NOR AGREE TO INDEMNIFY THE SERVICE PROVIDER AND ANY PROVISIONS TO THE CONTRARY ARE VOID.

11.2 INSURANCE WILL BE PROVIDED FOR DIRECT DELIVERY OF PROTECTIVE SERVICES AND OTHER SERVICES UNDER CONTRACT. THE SERVICE PROVIDER WILL OBTAIN AND FURNISH PROOF OF THE FOLLOWING BONDING AND INSURANCE COVERAGE WITHIN FORTY-EIGHT (48) HOURS OF THE AWARD OF THE CONTRACT OR AT SUCH OTHER TIME AS MAY BE SPECIFIED BY THE COUNTY. THE COUNTY SHALL BE ADDED AS AN ADDITIONAL NAMED INSURED AND AN ENDORSEMENT OR DECLARATIONS PAGE, AS APPROPRIATE, SHALL BE PROVIDED TO THE COUNTY AS PROOF OF THE INSURANCE:

A. DISHONESTY BONDING UNDER A COMMERCIAL CRIME POLICY OR BUSINESS SERVICES BONDING, AT A TEN THOUSAND DOLLAR ($10,000.00) MINIMUM; AND

B. COMMERCIAL GENERAL LIABILITY COVERAGE AT A THREE HUNDRED THOUSAND DOLLAR ($300,000.00) MINIMUM FOR EACH OCCURRENCE LIMIT, AND SIX HUNDRED THOUSAND DOLLAR ($600,000.00) MINIMUM AGGREGATE LIMIT. THE COUNTY WILL BE PROVIDED WITH THIRTY DAYS WRITTEN NOTICE OF POLICY OR BOND CANCELLATION OR MATERIAL CHANGE IN THE POLICY OR BOND.

C. IF SERVICE PROVIDER'S PROGRAM REQUIRES LICENSED PROFESSIONAL STAFF FOR THE IMPLEMENTATION OF THE PROGRAM, PROFESSIONAL

LIABILITY INSURANCE IS REQUIRED FOR SUCH LICENSED PROFESSIONAL STAFF AT A THREE HUNDRED THOUSAND DOLLAR ($300,000.00) MINIMUM FOR EACH OCCURRENCE LIMIT, AND SIX HUNDRED THOUSAND DOLLAR ($600,000.00) MINIMUM AGGREGATE LIMIT. THE COUNTY WILL BE PROVIDED WITH AMPLE WRITTEN NOTICE OF POLICY OR BOND CANCELLATION OR MATERIAL CHANGE IN THE POLICY OR BOND.

11.3 ALL COVERAGE MUST BE WITH INSURANCE COMPANIES OR CARRIERS RATED FOR FINANCIAL PURPOSES "B" OR BETTER WHOSE POLICIES COVER RISKS LOCATED IN THE STATE OF TEXAS. ALL BONDS, POLICIES, AND COVERAGE DESCRIBED ABOVE WILL BE MAINTAINED DURING THE ENTIRE TERM OF CONTRACT AWARDED. LAPSE IN REQUIRED COVERAGE BY INSURANCE OR BOND WILL BE CONSIDERED BREACH OF CONTRACT WITH THE CONTRACT SUBJECT TO CANCELLATION.

11.4 IN THE EVENT THE SERVICE PROVIDER IS UNABLE TO COMPLY WITH SECTION 10, THE SERVICE PROVIDER WILL PROVIDE THE COUNTY WITH TWO WRITTEN DENIAL LETTERS FROM DIFFERENT INSURANCE COMPANIES EVIDENCING THE SERVICE PROVIDER'S ATTEMPTS TO OBTAIN AND INABILITY TO OBTAIN THE REQUESTED INSURANCE. THE SERVICE PROVIDER WILL PROVIDE THIS INFORMATION TO THE COUNTY WITHIN TEN DAYS OF THE AWARD OF THE CONTRACT.

11.5 THE SERVICE PROVIDER WILL CONTINUE ATTEMPTS TO OBTAIN THIS INSURANCE ON AN ANNUAL BASIS. IN ORDER TO REMAIN IN COMPLIANCE, IN THE EVENT THE SERVICE PROVIDER IS UNABLE TO OBTAIN INSURANCE, THE SERVICE PROVIDER WILL SUBMIT THE DOCUMENTATION REQUIRED BY SECTION 10 ON AN ANNUAL BASIS.

11.6 ALL REQUIRED INSURANCE POLICIES WILL INCLUDE AN ENDORSEMENT STATING THAT THE COUNTY WILL BE GIVEN THIRTY (30) CALENDAR DAYS WRITTEN NOTICE OF POLICY OR BOND CANCELLATION OR A MATERIAL CHANGE IN THE POLICY OR BOND.

11.7 The County may waive all or part of this insurance requirement at its discretion.

11.8 UNLESS OTHERWISE NOTED IN THIS CONTRACT, AND TO THE EXTENT THAT SERVICE PROVIDER DOES NOT HAVE OR MAINTAIN INSURANCE OR DOES NOT HAVE OR MAINTAIN SUFFICIENT INSURANCE, SERVICE PROVIDER ACKNOWLEDGES AND AGREES THAT SERVICE PROVIDER WILL BE SOLELY RESPONSIBLE FOR ANY LOSSES OR DAMAGES RELATED TO OR CAUSED BY THE SERVICE PROVIDER'S PERFORMING ITS DUTIES AND OBLIGATIONS UNDER THIS CONTRACT. THE COUNTY WILL HAVE NO OBLIGATION TO REIMBURSE OR OTHERWISE PAY SERVICE PROVIDER FOR ANY COSTS INCURRED RELATED TO ANY SUCH LOSSES OR DAMAGES.

11.9 The Service Provider will protect all physical property and equipment purchased under this contract and take appropriate measures to meet this obligation. The Service Provider must furnish the County with a written, factual report of the theft of, or damage to, any equipment purchased under this contract, including circumstances concerning the loss.

In addition, in the event of any theft, vandalism, or other offense against the properties, the Service Provider will notify appropriate local law enforcement authorities.

11.10 Except as otherwise provided in this contract, all products produced by Service Provider as a result of this contract become the sole property of Texas Lead Agency, including, without limitation, all plans, designs, software, and other contract deliverables.

A. If Service Provider develops any copyrightable material in the course of performing this contract, then Service Provider will grant the State of Texas, Texas Lead Agency, any federal awarding agency, and the Health and Human Services Commission a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

B. This section does not apply to any report, document, or other data, or any invention of Service Provider which existed prior to, or was developed or discovered independently from, its activities related to or funded by this contract.

12. STATE AND COUNTY OWNERSHIP OF REPORTS

In developing, copying, and disseminating reports or other information under this contract, the Service Provider will:

12.1 Grant to the Texas Lead Agency or the County the right to copyright, use, reproduce, and distribute any material written or produced by the Service Provider that is the subject of this contract.

12.2 Defend any claim, suit, or proceeding brought against the Texas Lead Agency or the County on the issue of infringement of any copyright by any product, or any product part, supplied by the Service Provider to the County under this agreement subject to the jurisdiction of the Attorney General of Texas. The Service Provider will pay, subject to limitations specified in this Section, any final judgment entered against the Texas Lead Agency or the County on this issue in any suit or proceeding defended by the Service Provider. The Service Provider will be relieved of this obligation if within 30 calendar days after the County receives notice, the County fails to notify the Service Provider in writing of any claim, suit, or proceeding, and at the Service Provider's expense, give the Service Provider all information needed to defend any claim, suit, or proceeding. The Service Provider will report to the County within 30 days and in reasonable written detail, each notice of claim of copyright infringement pertaining to this contract of which the Service Provider has knowledge.

13. TERMINATION AND SUSPENSION

13.1 This contract may be terminated without cause by either County or Service Provider by providing written notice to the other party at least 30 days prior to the intended date of termination. The County will not reimburse the Service Provider for a cost paid after the date of termination. Contract provisions regarding reports and audits will remain in effect for federal and state retention requirements.

13.2 If the Service Provider fails to provide services according to the provisions of this contract, the County may, upon written notice of default to the Service Provider, terminate all or any part of the contract. Termination is not necessarily an exclusive remedy but will be in addition to any other rights and remedies provided by law or under this contract.

13.3 The County will suspend or revoke this contract if the Service Provider is found liable for or has a contract, license, certificate or permit of any kind revoked for Medicaid fraud. The County will also suspend or revoke this contract if the Service Provider's license, certificate or permit has been revoked by any agency listed in Article II of the General Appropriations Act passed by the 75th Texas Legislature.

13.4 In addition to other remedies available to it, County may:

A. Require the Service Provider to take specific corrective actions in order to remain in compliance with any contractual term;

B. Recoup payments made to the Service Provider or impose administrative error sanctions based on audit findings of violations of contract requirements; and

C. Suspend any contractual rights including, but not limited to, withholding of payment or cessation of placement.

13.5 At the end of the contract term or other contract termination or cancellation, the Service Provider will in good faith and in reasonable cooperation with the County, aid in the transition to any new arrangement or provider of services.

13.6 This contract is at all times contingent upon the availability and receipt of county, state or federal funds that the County has allocated to this contract; and if funds for this contract become unavailable during any budget period, this contract may be immediately terminated or reduced at the discretion of the County without damage assessed against the County. Notwithstanding anything to the contrary, the obligations of Tarrant County are contingent upon the availability of appropriated funds. In the event no funds or insufficient funds are appropriated for County to meets its obligations under this agreement, County may terminate this agreement without notice.

13.7 If federal or state laws or other requirements are amended or judicially interpreted so that either party cannot reasonably fulfill this contract, and if the parties cannot agree to an amendment that would enable substantial continuation of the services, the parties will be discharged from any further obligations under this contract.

13.8 All obligations and duties of the Service Provider not fully performed at the expiration or termination of this contract will survive the expiration or termination of the contract. County will not pay Service Provider for services provided following the termination of the contract.

14. PERSONNEL

14.1 All personnel funded by the attachment to this contract are employees or volunteers of the Service Provider which will be responsible for their direction and control. Service Provider has sole authority and responsibility to employ, discharge, and otherwise control its employees and contractors. Service Provider is responsible for providing all necessary unemployment and workers' compensation insurance for the Service Provider's employees.

14.2 The Service Provider must ensure that direct service staff must be at least eighteen (18) years of age, have a High School Diploma or GED, and one (1) year of experience in the health and human services field to include work with youth. Form I-9 Employment Eligibility Verification, job description, resume/application, and diploma/transcript for every

employee working with CYD must be maintained by the Service Provider and provided to the County.

14.3 The Service Provider must provider support and at minimum monthly supervision of all staff that provide direct services to clients, including volunteers. This supervision must provide the direct staff and volunteers an opportunity to gain professional development, support, and advice about their work with the clients.

14.4 The Service Provider must ensure training is provided annually for all employees working with CYD, which must include new hire orientation, cultural humility, and youth development training. All volunteers working with CYD must also receive cultural humility training annually. All CYD employees must complete Developmental Assets and Developmental Relationships training and Youth Program Quality Assessment training within one year of hire. Documentation to support training must be maintained by the Service Provider and provided to the County.

14.5 All employees and volunteers must submit forms 2970c and 2971c to the County, who runs a criminal background check and abuse/neglect check through DFPS Automated Background Check System (ABCS). These two clearances must be obtained prior to contact with CYD clients or information. An FBI clearance is required if the employee or volunteer has lived outside Texas within the last five (5) years, and must also be obtained prior to contact with CYD clients or information. Forms 2970c and 2971c should be updated when checks are updated every two years, and the forms and clearances must be kept on file with CYD and the Service Provider.

If while providing direct services, having direct client contact and/or access to client records, the Service Provider becomes aware of any new arrest or investigation of abuse or neglect conducted by any federal, state or local agency or board of an employee or volunteer, then the Service Provider will notify the County within ten (10) business days of them becoming aware of it. DFPS will determine if and when the employee or volunteer can have direct contact with clients.

14.6 Service Provider will disclose and release, or cause its employees, subcontractors, and volunteers with direct client contact and/or access to client records to disclose and release, any allegation made against that employee, subcontractor, or volunteer alleging the commission of:

A. An act of abuse, neglect, or exploitation of children, the elderly, or persons with disabilities;
B. Criminal history or any current criminal indictment (for felonies) or information (for misdemeanors) involving an offense under the Texas Penal Code, federal law, or the law of another state against:
    1. the person;
    2. the family;
    3. public order or decency;
    4. public health, safety, or morals; or
    5. property;
C. An offense under Chapter 481 of the Texas Health and Safety Code (Texas Controlled Substances Act); or
D. Any act or offense that can reasonably be associated with potential risk of harm or loss to the Department and/or its clients based on the job duties or contractual role(s) of the person in question at any time during the contract period.

This disclosure and release is required of all individuals who have, or will have, direct contact with clients and/or access to client records, prior to such contact or access and will be accomplished through the use of:

A. Criminal history background check;
B. DFPS abuse and neglect history check; and
C. Signed disclosure and release by each person attesting to this information, which will be maintained by Contractor, available for review by the County, and renewed at intervals not to exceed 24 months while the contract is in effect.

Service Provider will prevent or promptly remove any employee, subcontractor, or volunteer from direct client contact and/or from access to client records who is alleged to have committed any act or offense listed in this contract. If it is determined with certainty that the person in question has not committed the acts or offenses alleged, that person may again be assigned to direct client contact and/or access to client records. However, the Service Provider will notify the County its intent to do so no later than ten (10) business days prior to the intended reassignment and receive County approval prior to the reassignment. Silence by County will not be construed as approval for this purpose. Service Provider must provide the County with further information concerning the reasons for the reassignment upon the request of the County. If the person in question is found to have committed any of the acts or offenses listed in this contract, that person will not be reassigned to duties involving any direct contact with clients and/or access to client records.

14.7 If an employee has been wrongfully removed, the employee may be reassigned to direct client contact; however, the Service Provider will notify the County at least ten (10) working days prior to the intended reassignment. The Service Provider must provide the County with further information concerning the reasons for the reassignment upon the request of the County. If the employee is found to have committed any of the offenses listed in this paragraph, the employee will not be reassigned to duties involving any direct contact with clients.

14.8 The County has the right to remove from the provision of services, any employee or volunteer of the Service Provider. This right will be exercised in a reasonable manner by the County.

14.9 Service Provider shall allow its employees to testify in judicial proceedings and administrative hearings, at the request of the County.

14.10 Service Provider shall promptly report any suspected case of abuse, neglect, or exploitation to the appropriate authority as required by the Texas Family Code, Chapter 261. All reports must be made within 24 hours of the discovery of abuse, neglect, or exploitation.

14.11 Service Provider is an independent Service Provider under the terms of this contract and is not an officer, agent, servant or employee of the County.

14.12 If specific qualifications are set forth in job descriptions required by the County, assign personnel meeting those qualifications to those positions unless a written waiver is granted by the County.

14.13 Service provider must submit all required Personnel File documentation for all CYD employees and volunteers (as appropriate) to the County (including: I-9, job description, resume/application, diploma/transcript, and training documentation).

15. CONTRACT INTERPRETATION

15.1 The contract may be amended in writing duly executed by the contracting parties.

15.2 If any provision(s) of this contract will be construed to be illegal or invalid, it will not affect the legality or validity of any of the other provisions hereof, and the illegal or invalid provision will be deemed stricken and deleted here from to the same extent and effect as if never incorporated herein, but all other provisions will continue.

15.3 Force Majeure. The Service Provider will be financially liable for undue delays or failures to perform in contract performance except for any delay in or failure of performance of any requirement caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform will extend the period of performance at the discretion of the County in the exercise of reasonable diligence until these exigencies have been removed. The Service Provider will inform the County in writing of proof of such force majeure within three (3) business days or otherwise waive this right as a defense. The Service Provider agrees that breach of this provision entitles the County to reduce or stop payments, immediately terminate this contract, collect partial or whole payment for services not timely delivered, other liquidated damages including amount of any bond for contract amount, and any other remedies available to the County under the terms of the contract, in equity or under Texas law.

15.4 It is expressly understood and agreed that enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, will be strictly reserved to the parties, and nothing contained in this contract will give or allow any claim or right of action whatsoever by any other person not a party to this contract.

15.5 The County's liability is limited by the Texas Tort Claims Act and nothing in this contract will constitute a waiver of sovereign immunity or of the rights of the County under that Act.

15.6 All contracts and other information submitted to The County may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code ("the Act"). If Service Provider submits proprietary or otherwise confidential information to The County, then Service Provider should clearly identify that particular information and the specific exception to disclosure in the Act. Making a blanket claim that an entire submission is protected from disclosure because it contains some proprietary information is not acceptable and will not render the entire proposal confidential. The County assumes no responsibility for asserting legal arguments for Service Provider. Service Provider should consult with legal counsel concerning disclosure issues and take precautions to safeguard trade secrets and other proprietary information. Any information generated as a result of this contract is also subject to the Act, and, as such, must be made available to the County in the manner and format specified by the County upon request.

16. CERTIFICATIONS

The certifications enumerated below represent material facts upon which the County relies when accepting a bid for this solicitation. If the County later determines that Service Provider knowingly rendered an erroneous certification, County may pursue all available remedies in accordance with Texas and U.S. law. Service Provider further agrees that it will provide immediate written notice

to County if at any time Service Provider learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. *If the Service Provider cannot certify the accuracy of all the statements contained in this section, Service Provider must provide written notice to County detailing which of the below statements it cannot certify and why.* Service Provider acknowledges its continuing obligation to comply with the requirements of the following certifications contained in its Proposal, and will immediately notify County of any changes in circumstances affecting these certifications:

16.1 **Certification Regarding Lobbying.** State and federal law place restrictions on the use of state and federal funds in regard to lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

A. In accordance with 31 U.S.C. §1352, no federal appropriated funds have been paid or will be paid, by or on behalf of the Service Provider, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

C. The Service Provider will require that the language of this certification be included in the award documents for subcontracts and that all subcontractors will certify and disclose accordingly.

D. Payments of appropriated or other funds to Service Provider under any resulting agreement are not prohibited by Texas Government Code §556.005 or §556.008.

16.2 **Suspension, Ineligibility, and Voluntary Exclusion.** Federal Law (2 CFR 180, 2 CFR 376, and Executive Orders 12549, 13224, and 12689) requires the County to screen each covered Service Provider to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Service Provider certifies the following:

A. That Service Provider and Service Provider's principals are, to the best of its knowledge and belief, not on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this solicitation or any resulting contract.

B. That Service Provider will not knowingly enter into any subcontract with an entity who is on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Service Provider will also not knowingly enter into any subcontract with an entity whose principals are on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

C. That Service Provider will include this section regarding debarment, suspension, ineligibility, and voluntary exclusion, and the specially designated nationals list without modification in any subcontracts or solicitations for subcontracts.

16.3 **Child Support.** Under Texas Family Code Section 231.006, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is

not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

16.4 **Drug-Free Workplace Certification.** Service Provider certifies that it will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about—
   1. The dangers of drug abuse in the workplace;
   2. The Service Provider's policy of maintaining a drug-free workplace;
   3. Any available drug counseling, rehabilitation, and employee assistance programs; and
   4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement;

D. Notifying the employee in the statement that, as a condition of employment under the grant, the employee will—
   1. Abide by the terms of the statement; and
   2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the agency in writing, within ten (10) calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice will include the identification number(s) of each affected grant;

F. Taking one of the following actions, within 30 calendar days of receiving notice, with respect to any employee who is so convicted—
   1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
   3. Making a good faith effort to continue to maintain a drug-free workplace.

16.5 **Antitrust Certification.** Pursuant to 15 U.S.C. Sec. 1, et seq. and Tex. Bus. & Comm. Code Sec. 15.01, et seq., Service Provider certifies that neither the Service Provider nor the firm, corporation, partnership, or institution represented by the Service Provider, or anyone acting for such a firm, corporation, or institution has violated the anti-trust laws of this state, federal anti-trust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

16.6 **Deceptive Trade Practices.** Service Provider certifies that it has not been found guilty or liable of a Deceptive Trade Practices Act or any unfair business practice either in an administrative hearing or court suit within the last five (5) years. Service Provider certifies that it has no officers who have served as officers of other entities who have been found guilty or liable of a Deceptive Trade Practices Act or any unfair business practice either in an administrative hearing or court suit within the last five (5) years. Service Provider represents and warrants that within the last five (5) years it has not been found guilty or

liable of any investigation or proceeding by any federal or state securities regulator under any federal or state securities laws or regulations.

16.7 **Prohibited Responses and Contracts.** Pursuant to Texas Government Code §2155.004–006, Service Provider certifies that the individual or business entity named in this form is eligible to receive the specified contract and acknowledges that any contract concerning this certification may be terminated and payment withheld if this certification is inaccurate.

16.8 **Financial Interests and Gifts.** Service Provider certifies that neither Service Provider nor any person or entity that will participate financially in a contract has received compensation from Texas Lead Agency for participation in preparation of specifications for a contract. Service Provider certifies that it has not given, offered to give, and does not intend to give at any time, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant or employee in connection with a contract.

16.9 **U.S. Department of Homeland Security's E-Verify System.** Service Provider certifies its use of the U.S. Department of Homeland Security's E-Verify system to validate the eligibility of all staff, subcontractors, or subcontractor's staff to perform work under this contract within the United States of America. Upon request, Service Provider must provide an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for each individual hired to perform work on the contract. If this certification is falsely made, the County reserves the right to take any remedial actions deemed reasonable and necessary by the County to ensure compliance with the terms and conditions of this contract, up to and including termination of the contract at no fault to the County.

17. ATTACHMENTS INCORPORATED

By signing this contract Service Provider must comply with the following documents which are incorporated into the contract for all purposes and are on file with the County:

17.1 Project Work Plan (Attachment Q-1);
17.2 Form 2030, Budget Information Form (Attachment Q-2);
17.3 Debarment/Suspension Certification (Attachment Q-3);
17.4 ~~Form 1295, Certificate of Interested Parties (Attachment Q-4);~~ Not Applicable
17.5 Federal Award Information Form (Attachment Q-5); and
17.6 ~~Vendor Certification Addendum to Tarrant County Contracts (Attachment Q-6)~~. Not Applicable

Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

SIGNED AND EXECUTED this ___ day of _____, 2025 in Tarrant County, Texas.

My Health My Resources
of Tarrant County

Susan Garnett

Susan Garnett
Chief Executive Officer
3840 Hulen Street
Fort Worth, Texas 76107

COUNTY OF TARRANT
STATE OF TEXAS

See Separate Electronic Signature Page

Tim O'Hare
County Judge
100 E. Weatherford
Fort Worth, Texas 76196

APPROVED AS TO FORM:

Kimberly Colliet Wesley
Criminal District Attorney's Office*

CERTIFICATION OF
AVAILABLE FUNDS: $_____

_____
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.

COMMUNITY YOUTH DEVELOPMENT PROGRAM

PROJECT WORK PLAN

The Project Work Plan provides specific details of how services will be implemented under this Grant. The Project Work Plan is designed to be a flexible document that may be revised periodically over the Period of Performance. This flexibility allows the Subgrantee to propose minor revisions to services or operations to respond to changing context. Revisions to the Project Work Plan must not change the overall scope of the project and must be approved by HHSC and Tarrant County prior to implementation. HHSC and Tarrant County reserve the right to make the final determination on any proposed revisions.

GRANTEE NAME: Tarrant County

CONTRACT NUMBER: HHS000841700005 / **AGENCY ACCOUNT ID:** 24821479

PERIOD OF PERFORMANCE: 09/01/2025 - 08/31/2026

FISCAL YEAR: 2026

SUBAWARDEE NAME: My Health My Resources of Tarrant County

NAME OF PROGRAM(S): Youth Advisory Committee (YAC) and Youth Leadership Development (YLD)

ZIP CODES/S: 76106, 76164, 76112, 76119

RECORD OF PROJECT WORK PLAN CHANGES

CHANGE #	DATE APPROVED	SUMMARY OF CHANGE	APPROVED BY	BUDGET CHANGE (Y/N)

CONTACT INFORMATION

TYPE	NAME	TITLE	EMAIL	PHONE
PRIMARY CYD PROGRAM CONTACT	Stephanie Norton	Community System of Care Network Administrator	Stephanie.Norton@mhmrtc.org	817-569-5722
FISCAL MANAGER	Candace Andrade	Business Operations Administrator	Candace.Andrade@mhmrtc.org	817-569-5311
EXECUTIVE DIRECTOR OR PRESIDENT	Susan C. Garnett	CEO	CEO@mhmrtc.org	817-569-4518
SIGNATORY **This individual is authorized to sign the contract.*	Susan C. Garnett	CEO	CEO@mhmrtc.org	817-569-4518

PUBLIC CONTACT INFORMATION

MAIN AGENCY WEBSITE: https://www.mhmrtarrant.org

AGENCY EMAIL ADDRESS:	PUBLIC PHONE:	PUBLIC EMAIL CONTACT:
Communications@mhmrtc.org	Local: 817-335-3022 Toll-Free: 1-800-866-4265	Communications@mhmrtc.org

	Early Childhood: 1-844-NTX-KIDS	

Main Agency Office Address: List office locations (address and phone number), identifying primary and any other offices.
3840 Hulen Street, Suite 602 Fort Worth, Texas 76107 (Child and Family Services Division) – Primary Office
1527 Hemphill Street, Fort Worth, Texas 76104 (Child and Family Services Division's Youth Center)
3136 W. 4th Street, Fort Worth, Texas 76107

CYD PROGRAM SUMMARY CHART

Program Component *List all required and ancillary program components offered*	**PROGRAM NAME**	**ANTICIPATED ANNUAL OUTPUT***	**ANTICIPATED AVERAGE MONTHLY OUTPUT***	**PROGRAM LENGTH**	**FREQUENCY AND INTENSITY OF PROGRAMMING - Total # of sessions, visits, or interactions per Participant**	**DAYS/TIMES PROGRAMMING PROVIDED BY AGENCY**	**LOCATION – include all where programming is offered**	**VIRTUAL MODIFICATIONS (if applicable)**
Youth Advisory Committee (YAC)	YAC	Q1-Q4: 15 duplicated	Q1-Q4: 15 duplicated	Q1-Q4: 12 months	Q1-Q4: 1 meeting per month x 12 months = 12	Q1-Q4: MHMR Locations Tuesdays or Thursdays (one meeting per month) 5:30 p.m. – 6:30 p.m. or 6:30 p.m. – 7:30 p.m. Virtual monthly meeting for YAC officers: Mondays 5:30 p.m. – 6:30 p.m.	Q1-Q4: MHMR – 3136 W. 4th St. MHMR – 601 W. Sanford St. MHMR – 1527 Hemphill St.	Teams platform approved by MHMR IT/Security
Youth Leadership Development (YLD)	YLD	Q1-Q4: 40 unduplicated	Q1-Q4: 25 unduplicated	Q1-Q4: 12 months	Q1-Q4: 1 YLD meeting per month x 12 months = 12 1 Community Service-Learning Project per month x 12 months = 12 1 Youth/WoW Talk Café meeting per month as Table Host x 12 months = 12	Q1-Q4: MHMR Locations and MLK Community Center, Tuesdays or Thursdays 5:30 p.m. – 6:30 p.m. or 6:30 p.m. – 7:30 p.m. Ramp Church: Wednesdays 7:00 p.m. – 8:30 p.m. YMLA: Mondays	Q1-Q4: MHMR – 3136 W. 4th St. MHMR – 601 W. Sanford St. MHMR – 1527 Hemphill St. MLK Community Center – 5565 Truman Dr.	Teams platform approved by MHMR IT/Security

					1 Making Sense of Your Worth 8 week series x 3 times per year = 3	3:45 p.m. – 5:00 p.m.	Ramp Church – 5430 Miller Ave. YMLA – 5100 Willie St.	

** An unduplicated Youth served is an Index Youth with a unique PEIRS client ID number who receives at least one service and is only counted one time during the State fiscal year.*
Indicate if Youth served Output target includes any duplicated Youth served.

OUTPUTS	TARGET	OUTCOMES	TARGET
OUTPUT 1: Expected average number of Index Youth served annually.	**40** *YAC = 15 (duplicated) YLD = 40*	**OUTCOME 1:** 10-17-year-old Index Youths will not engage in delinquent behavior.	100%
OUTPUT 2: Expected number of Index Youth served monthly during the school year (September – May).	**25** *YAC = 15 (duplicated) YLD = 25*	**OUTCOME 2:** Index Youth report positive outcomes in at least one domain of the Program Experience Survey at discharge	80%
OUTPUT 3: Expected number of Index Youth served monthly during the summer (June-August)	**25** *YAC = 15 (duplicated) YLD = 25*	**OUTCOME 3:** Index youth improve in at least one domain or area of the DAP survey between pre- and post-program participation.	75%
OUTPUT 4: Index Youth will complete the PEI Program Experience Survey at Discharge	50%		
OUTPUT 5: Index Youth will complete a matching Developmental Assets Profile (DAP) pre-program participation and post-program participation survey.	60%		

TARGET POPULATION	
AGE RANGE	ANTICIPATED PERCENTAGE OF YOUTH SERVED ANNUALLY
Youth Ages 6-9	0%
Youth Ages 10-17	100%

GOALS AND OBJECTIVES *Please outline the goals and objectives for Fiscal Year 2026. Objectives are intended to operationalize goals and should be Specific, Measurable, Achievable, Relevant and Time-bound (SMART).* *(http://www.health.state.mn.us/divs/opi/qi/toolbox/objectives.html).*
Goal 1: To enhance MHMR's Help Me Thrive collaborative framework of a high-quality, innovative, and sustainable family support system, and each element informed by the needs and challenges of Tarrant County's at-risk families with children, 10-17, in Tarrant County throughout the grant period.
Objective 1: To strengthen collaboration with Mental Health Connection (MHC), Fort Worth ISD, Family Resource Centers, Boys and Girls Clubs, and community/recreation centers throughout the grant period. Objective 2: To maintain active membership on the MHMR's Children's Advocacy Council from partner agencies, as well as representation from families, schools, healthcare, social services, and faith-based communities throughout the Youth Advisory Council. Objective 3: To provide clear, timely, and strategic leadership to the Tarrant County CYD and assure that activities of the project lead to successful outcomes throughout the grant period.
Goal 2: To increase leadership skills in youth aged 10-17 in ZIP codes 76106, 76164, 76112, and 76119 by providing additional opportunities for continuation of skill development through the Youth Advisory Committee (YAC).
Objective 1: Connect families to existing or expand parent education/support groups within the community, including but not limited to Parent Cafés and Youth Cafés, throughout the grant period.
Goal 3: To increase awareness, prevention, and universal practices among members of the general public and targeted population to assist with enhancing general knowledge of protective factors, external assets, and internal assets to mitigate delinquency of children and youthin Tarrant County during the grant period.
Objective 1: To expand the coordinated Countywide system through which community members, including parents of children and youth, ages 10 – 17 years, can access information and referrals via Help Me Thrive centralized phone line 844-NTX-TEEN (689-8336).

LOGIC MODEL

There is a wide variety of logic model formats, but most have the same key components including (resources/inputs, activities, outputs, outcomes and impact). Please include your logic model below.

Inputs

An evidence-based national model that requires a centralized access point, family & youth engagement, provider and physician outreach and training, and data collection.

Youth collaborative network and partnerships

Funding from Pritzker Children's Initiative, local health dept., Title V, Medicaid, and state, federal, and local grants.

Ongoing technical assistance and resources from the HMG National Network, navigation through technological solutions (844-NTX-KIDS, 2-1-1, FINDconnect, ASQ Enterprise, HMG/HMT website, social media, and marketing)

Cross-sector collaborative sub-committees which are comprised of stakeholders

Activities

Centralized Access & Navigation / Provider Connections (CAP)

- Continuous evaluation and
- customization of FINDconnect
- Build Knowledge Base through API connections, providers, dataagreements
- Expand community navigationsystem- and community-wide

Marketing & Community Outreach / Scale & Spread

- Develop and implement strategic outreach plan for targeted audiences
- Incorporate plans for scale & spread strategy

Family & Youth Engagement

- Embrace youth leaders in core development and implementationof HMG/HMT
- Build capacity for increasing protective factors through purposeful family events Partner with organizations to gather input from parents to drive outcomes

Data Collection & Analysis

- Identify and create data collection strategies for evaluating the efficacy of HMG/HMT and its strategies
- Utilize RBA data
- Create and publish evaluationresults; utilize data to identifygaps, modify, and inform.

Outputs

Expected average number of Index Youth served annually.

Expected number of Index Youth served monthly during the school year (September – May).

Expected number of Index Youth served monthly during the summer (June-August)

Index Youth will complete the PEI Program Experience Survey at Discharge

Index Youth will complete a matching Developmental Assets Profile (DAP) pre-program participation and post-program participation survey.

Outcomes

10-17-year-old Index Youths will not engage in delinquent behavior.

Index Youth report positive outcomes in at least one domain of the Program Experience Survey at discharge.

Index youth improve in at least one domain or area of the survey chosen by PEI between pre- and post-program participation.

Improve youth's social skills and emotional functioning

Reduce challenging behaviors

Protective factors are maximized; risk factors are minimized

Social Determinants of Health are improved

Parent Café - Program Logic and Theory of Change

INPUTS

Be Strong Families Parent Café Model

Based on:
- Principles of Adult Learning
- Principles of Family Support
- Strengthening Families™ Protective Factors Framework
- BSF empowered engagement approach and a social justice / peace-building lens informed by:
  - Appreciative Inquiry
  - Art of Hosting
  - Insights from humanistic, transpersonal, and positive psychology
  - Life Coaching

Participants: Parents, caregivers, agency staff, other adults involved in the lives of children

Café Team: including staff and parents as trained Café and Table Hosts

Welcoming Ambiance: For example, welcome sign, music, centerpieces, doodle supplies, refreshments.

Materials: Parent Café cards or questions (including Dads cards and A More Perfect Union cards), Agreement cards, Commitment cards

Dosage: Varies depending on purpose. Most commonly once/month or intentional, time-limited series with more frequency (No more than once/week)

OUTPUTS

Activities

Parent Cafés hosted with fidelity to the model, including:

Introduction to the Theme of the Café and Protective Factors: Resilience, Relationships, Knowledge, Concrete Support and Communication

One-on-One & Hosted Café Conversations

Individual & Collective Harvest

One-Word Closing

Feedback Form (part of reflective process)

Participation

Participants decide how much or how little to share.

Parents share with and/or listen to peers during.

Participants learn from others' stories.

Participants practice the Protective Factors.

Participants build social emotional competence and active listening.

OUTCOMES & IMPACT

Short-Term

Participants feel...
- Safe sharing their truth, values, and lived experiences with others.
- Heard, have strengths recognized and are treated with dignity.
- More comfortable using services and supports.

Participants learn...
- A new way to handle stress.
- Positive ways to deal with their children.
- Parenting challenges are a common, expected part of parenting.
- About active listening and have a chance to practice.

Participants experience...
- Usefulness of Protective Factors in own lives, including navigating complex social and political situations.
- Emotional release by sharing in safe space.
- Themselves as leaders.

Participants reflect on own strengths and challenges as parents.

Participants identify areas of relationships/parenting that they want to improve.

Participants see other café participants as potential social connections.

Participants move beyond own biases to connect with diverse others.

Intermediate

Participants reflect on parenting and relationships more often.

Participants change behavior within relationships/family.

Participants are energized and inspired, even when facing setbacks.

Participants build and maintain social connections.

Participants use concrete supports in times of need.

Participants take steps to leadership, role with cafés.

Participants know more about child development, parenting.

Participants see possibility for own healing in others' stories.

Participants experience more self-acceptance.

Participants feel more connected to each other.

Participants share collective experience of positive energy, unconditional acceptance and support.

Parents and staff build respectful and equitable relationships and build community within the organization.

Community ties are strengthened through Cafés.

Long-Term

Families experience increased well-being.

Children are safe and are raised by parents that respond to their developmental and emotional needs.

Parents are leaders in family and community.

Parents have greater sense of efficacy-take control of family's well-being and mobilize resources for their family, working in equitable partnership with social services to keep their families strong.

Social service providers shift from "deficit model" to equitable, respectful relationships with participants that recognize them as capable agents of change.

Community members have compassionate, respectful and equitable relationships with others who are different from themselves.

Move towards a more just, more equal, more free, more caring and more prosperous America.

BE STRONG FAMILIES

Be Strong Families partners to develop transformative conversations that nurture the spirit of family, promote well-being, and prevent violence.

REQUIRED & ANCILLARY PROGRAMMING PROVIDED

Please describe in detail the CYD Required and Ancillary Programming your organization provides, how the program will be delivered, and what developmental assets will be addressed.

REQUIRED PROGRAMMING (*Add Sections as Necessary*)

YOUTH ADVISORY COMMITTEE (YAC)

Programming Period Q1-Q3: From: September 1, 2025 To: May 31, 2026
Programming Period Q4: From: June 1, 2026 To: August 31, 2026

All addresses (locations) where services will be provided, (please use full address):

Q1-Q4:
MHMR – 3136 W 4th Street, Fort Worth, TX 76107
MHMR – 601 W Sanford Street, Arlington, TX 76011
MHMR – 1527 Hemphill Street, Fort Worth, TX 76104
Tuesdays or Thursdays (one meeting per month): 5:30 p.m. – 6:30 p.m. or 6:30 p.m. – 7:30 p.m.

Virtual monthly meeting for YAC officers:
Mondays: 5:30 p.m. – 6:30 p.m.

Describe the YAC program design, meeting structure and implementation plan in detail as outlined in Section 4.1.B of the RFA:

MHMR will provide YAC services to 76106, 76164, 76112, and 76119 youth. One YAC meeting will be provided each month at a MHMR location. A virtual monthly meeting for YAC officers will be provided to prepare for monthly meetings and community service-learning projects, streamline communication, and share information.

The Youth Advisory Committee (YAC) will be overseen by the System Director Family Engagement & Groups (YAC Coordinator) and will meet monthly throughout the year, with monthly community service-learning projects aimed at developing the youth's leadership skills. Youth will be invited to join the YAC after their participation in Youth Cafés/WOW Talks (Innovation Grant). Youth will provide input surrounding services, programs, and systems that affect them and assist with meeting the needs of their families. The System Director Family Engagement & Groups (YAC Coordinator) will build their capacity to increase and practice their leadership skills through reinforcement of the activities from YLD.

YAC members will elect officers. These officers will facilitate all YAC meetings, complete YAC duties (listed below), and plan monthly community service-learning projects.

Describe the process for ensuring YAC members will be provided opportunities to serve in leadership roles in the community:

Q1-Q4:
Youth will have the ability to engage in outreach efforts and monthly community service-learning projects to be determined by the YAC members with guidance from the System Director Family Engagement & Groups (YAC Coordinator) and ~~the Director for Family Engagement~~ and Groups.

YAC students will complete the following responsibilities:

- YAC members attend youth leader Community Collaborative Committee (CCC) meetings quarterly.
- Perform at least one community project to gather information for our CYD Community Strengths and Needs Assessment (examples: community surveys, youth forums, parent forums, community leader interviews, mapping projects, etc.)
- Provide outreach and awareness for CYD to the community.
- Two YAC members participate in the CYD Review Committee during Tarrant County competitive procurement for CYD subawardees.
- Plan and lead annual CYD Vision Awards Ceremony in April and CYD Youth Leadership Workshops in Q4.

Q4:
Six YAC students (three male and three female), along with one male chaperone and one female chaperone, will attend the annual state-wide CYD Youth Summit.

Describe your process for planning participation in the annual Youth Summit, including recruitment, and ensuring expectations for involvement and engagement are met:

CYD Project Manager will attend all Youth Summit planning sessions as appropriate (calls/webinars/meetings) to ensure all information is received and tasks are completed throughout the year. CYD Project Manager will communicate with YAC Coordinator on a monthly basis through monthly desk reviews, and more frequently as needed to ensure communication is timely and effective. Youth Summit is planned and discussed throughout the year. Youth are introduced to the Youth Summit at the beginning of each fiscal year, and look forward to participating during each summer. Outstanding YAC officers and youth leaders are selected for the Youth Summit based on participation, leadership skills, and schedule availability. YAC Coordinator is required to attend all planning sessions and ensure full youth participation in the Youth Summit, as well as all planning sessions/events.

The YAC Coordinator attends planning calls and the planning weekend with the YAC representative. The YAC Coordinator chooses the best method to communicate with youth and updates them on deadlines and requirements at each YAC meeting leading up to the Youth Summit. The YAC Coordinator and Director of Family Engagement and Groups manage registration deadlines, booking transportation, and choosing youth who are actively engaged in YAC and YLD sessions to attend the summit. They also actively participate with youth at the summit.

Six youth (three males and three females) who are heavily involved in YAC will attend the CYD Youth Summit, accompanied by at least two chaperones. Youth who attend will be expected to participate in the Summit's activities and network with other YAC members across the state. Participation will be monitored by the attending chaperones.

List the developmental assets addressed in this program component, see list of assets at the end of the PWP:

Q1-Q4:

External Assets:

Support – Family support
Support – Positive family communication
Support – Other adult relationships
Support – Caring neighborhood
Support – Caring school climate
Support – Parent involvement
Empowerment – Community values Youth
Empowerment – Youth as resources
Empowerment – Service to others
Empowerment – Safety
Boundaries & Expectations – Family boundaries
Boundaries & Expectations – School boundaries
Boundaries & Expectations – Neighborhood boundaries
Boundaries & Expectations – Adult role models
Boundaries & Expectations – Positive peer influence
Boundaries & Expectations – High expectations
Constructive Use of Time – Creative activities
Constructive Use of Time – Youth programs
Constructive Use of Time – Time at home

Internal Assets:

Commitment to Learning – Achievement motivation
Commitment to Learning – School engagement
Commitment to Learning – Homework
Commitment to Learning – Bonding to school

Commitment to Learning – Reading for pleasure
Positive Values – Caring
Positive Values – Equality and social justice
Positive Values – Integrity
Positive Values – Honesty
Positive Values – Responsibility
Positive Values – Restraint
Social Competencies – Planning and decision-making
Social Competencies – Interpersonal competence
Social Competencies – Cultural competence
Social Competencies – Resistance skills
Social Competencies – Peaceful conflict resolution
Positive Identity – Personal power
Positive Identity – Self-esteem
Positive Identity – Sense of purpose
Positive Identity – Positive view of personal future

Field trips, if applicable: Provide a brief summary of each field trip to include, educational benefit, tentative month, location, and anticipated number of youths attending. Be sure to outline how the field trip aligns with YAC program per the CYD RFA guidelines and requirements. Note: All field trips must have HHSC approval prior to incurring expenses.

Q1-Q3: N/A

Q4: N/A

Youth Population to be served:	
☒ **Males** ☒ **Females**	☐ **6-9 years of age** ☒ **10-17 years of age**
Race/Ethnicity: All	**Grades Targeted:** 6th-12th

YOUTH LEADERSHIP DEVELOPMENT (YLD)

Programming Period Q1-Q3: From: September 1, 2025 To: May 31, 2026
Programming Period Q4: From: June 1, 2026 To: August 31, 2026

All addresses (locations) where services will be provided, (please use full address):

Q1-Q4:
Table Hosts at WoW Talk Cafés: Youth and Parent Cafés will be held at multiple community locations throughout the fiscal year. Youth will participate as Youth Table Hosts as YLD.

Leadership Skills Classes:
MHMR – 3136 W 4th Street, Fort Worth, TX 76107
MHMR – 601 W Sanford Street, Arlington, TX 76011
MHMR – 1527 Hemphill Street, Fort Worth, TX 76104
One meeting per month – Tuesdays or Thursdays: 5:30 p.m.-6:30 p.m. or 6:30 p.m.-7:30 p.m.

Ramp Church – 5430 Miller Avenue, Fort Worth, TX 76119
Wednesdays: 7:00 p.m.-8:30 p.m.

Young Men's Leadership Academy (YMLA) – 1500 Willlie Street, Fort Worth, TX 76105
Mondays: 3:45 p.m.-5:00 p.m.

MLK Community Center – 5565 Truman, Fort Worth, TX 76112
Tuesdays or Thursdays: 5:30 p.m.-6:30 p.m. or 6:30 p.m.-7:30 p.m.

Community Service-Learning Projects:
One project per month will be held at various community locations throughout the fiscal year.

Summarize the YLD program design and services to be provided in detail as outlined in Section 4.1.C of the RFA. Include Exhibit E: YLD Scope and Sequence and label as Attachment D-1 Scope and Sequence.

MHMR will provide YLD services to 76106, 76164, 76112, and 76119 youth.

Each month, the selected youth will have the opportunity to participate in three different leadership activities, which build upon the Promotive Factors and 40 Developmental Assets.

1. Table Hosts at WoW Talk Cafés. Youth attending the cafés will be observed for those who exhibit potential leadership qualities. These youth will be invited to become hosts.

2. Leadership skills classes. These classes will be offered at least one time per month and will focus on:
   *Problem-Solving
   *Communication
   *Self-Awareness
   *Active listening
   *Showing Empathy
   *Acts of Service
   *Leading by example
   *Leading by integrity
   *Self-Worth

   Habitudes Curriculum will be used for Leadership skills classes:
   The Habitudes for Social and Emotional Learning curriculum uses memorable imagery, real-life stories and practical experiences to teach timeless emotional skills in a way that is relevant to students today. Students are constantly using images to communicate via emojis, Instagram, and Snapchat. This curriculum utilizes their favorite language to bridge the gap between learning and real-life applications.
   - Develop habits of self-discipline and initiative
   - Implement time management skills to do what really counts
   - Plan for personal growth outside the classroom
   - Identify their unique strengths and passions for a healthy self-image
   - And many more social and emotional skills

   Each lesson plan will directly relate to the YLD Elements of Leadership Knowledge, Leadership Skills Building, and Leadership in Action.

- Leadership Knowledge: youth will be exposed to the key leadership characteristics, history of leadership, and different types of leadership styles.
- Leadership Skills Building: youth will learn to be a good leader by not being easily influenced by their environment but instead setting the tone; building necessary skills of how to take initiative; using creative thinking and time management; developing project planning skills; and practicing conflict resolution, decision-making, creative thinking, and communication skills.
- Leadership in Action: youth determine how the small changes and implementations they make with their monthly community service-learning projects will have a ripple effect across the community.

Making Sense of Your Worth (MSOYW) will be used for Leadership skills classes:
This comprehensive eight-week program integrates personal growth with leadership development, guiding participants to discover their intrinsic value while examining leadership principles and practices. The course combines:

1. Self-worth exploration: Participants work to replace false beliefs with truths about their inherent value, healing from past experiences that contributed to low self-esteem.
2. Leadership fundamentals: An examination of leadership history, philosophies, characteristics, and styles through self-assessments, case studies, and personalized philosophy development.
3. Skill-building: Practical activities in a supportive environment to develop crucial leadership skills such as communication, team building, conflict resolution, goal-setting, and problem-solving.
4. Real-world application: Opportunities to apply leadership skills through youth-led projects and service-learning experiences.

This holistic approach aims to foster confident, self-aware leaders who can effectively navigate personal and professional challenges while making positive contributions to their communities in leadership roles.

Each lesson plan will directly relate to the YLD Elements of Leadership Knowledge, Leadership Skills Building, and Leadership in Action.

- Leadership Knowledge: Youth will be exposed to the development of their leadership styles and the development of important characteristics that leaders exuberate from the leadership knowledge perspective; how to create environments to meet the needs of those around them; examination of leadership history, philosophies, characteristics, and styles; and how to resolve conflict and think creatively to lead a variety of teams;
- Leadership Skills Building: Youth practice the essential skills, such as communication, team building, and problem-solving in a supportive environment; gain tools to navigate their educational, relational, and personal goals effectively, fostering their growth as capable leaders; and manage emotions, nurture healthy relationships, and cultivate a resilient mindset in the areas of thinking creatively, problem-solving, and team building.
- Leadership in Action: Youth focus on how to put leadership into real-life applications by roleplaying how to properly implement boundaries and create a support system and team within their lives and the program and activities they are to lead.

3. Monthly community service-learning projects. These projects will be developed by YAC, and the youth leadership group will be invited to participate. These projects will aide youth in practicing their leadership skills in the community. Examples of projects could include: helping at animal shelter, Habitat for Humanity, food pantry, waste management, etc.

In addition to monthly activities, MHMR will provide YLD Fall Festival during October 2025, , YLD Winter Event (Holiday) during December 2025, and YLD Summer Event during June – August 2026. Event locations are to be determined,

which will include event room, restrooms, kitchen, and security. Each event will include 40 youth and 60 parents/caregivers/siblings. Food, décor, and family engagement games, and activities with prizes (baskets filled with food) will be provided.

Leadership Roles in the Community:
System Director Family Engagemnent and Groups (YAC Coordinator) and Family Support Coach will support one or two YAC officers to identify opportunities and expand their leadership skills and practice in the community.

Describe how the three YLD elements will be incorporated into your program design.

1. **Leadership knowledge**
   Youth will learn elements of being a leader through attending leadership skills classes.

2. **Leadership skill building**
   Youth will practice developing their new leadership knowledge as table hosts for Youth Cafés and participation in the YAC.

3. **Leadership in action**
   Youth will become leaders in action by performing monthly community service-learning projects and additional YAC responsibilities.

Please list any differences in how the incorporation of YLD elements will differ in Q1-Q3 and Q4, if any:
Q4 will include the annual CYD Youth Summit.

Describe the process for ensuring YLD program Participants will be provided opportunities to serve in leadership roles in the community:

Q1-Q3:
Youth will have the ability to engage in outreach efforts and monthly community service-learning projects in the community.

Q4:
Youth will attend the annual CYD Youth Summit.

List the developmental assets addressed in this program component, see list of assets at the end of the PWP:
Q1-Q4:
External Assets:
Support – Family support
Support – Positive family communication
Support – Other adult relationships
Support – Caring neighborhood
Support – Caring school climate
Support – Parent involvement
Empowerment – Community values Youth
Empowerment – Youth as resources
Empowerment – Service to others
Empowerment – Safety
Boundaries & Expectations – Family boundaries

Boundaries & Expectations – School boundaries
Boundaries & Expectations – Neighborhood boundaries
Boundaries & Expectations – Adult role models
Boundaries & Expectations – Positive peer influence
Boundaries & Expectations – High expectations
Constructive Use of Time – Creative activities
Constructive Use of Time – Youth programs
Constructive Use of Time – Time at home

Internal Assets:
Commitment to Learning – Achievement motivation
Commitment to Learning – School engagement
Commitment to Learning – Homework
Commitment to Learning – Bonding to school
Commitment to Learning – Reading for pleasure
Positive Values – Caring
Positive Values – Equality and social justice
Positive Values – Integrity
Positive Values – Honesty
Positive Values – Responsibility
Positive Values – Restraint
Social Competencies – Planning and decision-making
Social Competencies – Interpersonal competence
Social Competencies – Cultural competence
Social Competencies – Resistance skills
Social Competencies – Peaceful conflict resolution
Positive Identity – Personal power
Positive Identity – Self-esteem
Positive Identity – Sense of purpose
Positive Identity – Positive view of personal future

Field trips, if applicable: Provide a brief summary of each field trip to include, educational benefit, tentative month, location, and anticipated number of youths attending. Be sure to outline how the field trip aligns with YLD program per the CYD RFA guidelines and requirements. Note: All field trips must have HHSC approval prior to incurring expenses.

Q1-Q3: Camping Trip: The YLD Camping Trip will include a family camping weekend getaway to foster family engagement and provide a platform for youth to develop and demonstrate the leadership skills they have learned over the past few months. The goal is to guide and support families through engaging activities and shared responsibilities, allowing youth leaders to apply their knowledge in teamwork, communication, and leadership. Over the weekend, families will enjoy lodging for two nights, meals for three days, and activities such as a high ropes course and zipline. During the high ropes course, families will have to work together using communication and listening skills to complete the course. This high ropes course activity was carefully selected to help strengthen the family as they work together for a common goal. This experience will not only be interactive, but it will also create lasting memories that will promote family bonding and trust.
Location: Camp Fire Camp El Tesoro (7710 Fall Creek Highway, Granbury, TX 76049).
Time: March 2026

Q4: Summer Event and College Tours: . The YLD Summer Event will feature food and summer engagement activities for families. The objective is to foster family bonding and build community involvement. This event aims to guide and support families as well as the community through engaging activities, allowing youth leaders to showcase the leadership skills and knowledge they have developed. Youth participants will have the opportunity to apply their leadership skills and knowledge acquired throughout the year by guiding their families through the activities and completing them together as a family. This event will help us wrap up the
year by creating lasting memories, strengthening family bonds and connections, and reinforcing the importance of teamwork, communication, and leadership within the community.

Additionally, college & university tour opportunities will be provided for the participants. The purpose is for participants to explore what each school has to offer and learn firsthand about admissions requirements, campus life, and academic programs. During each tour, students will engage with the campus environment, ask questions, and envision their future in higher education. To celebrate school spirit, each participant will receive a college-branded t-shirt and school supplies such as pens and notebooks. The day will conclude with a group meal, where youth will reflect on their experiences, discuss how college can open doors for their future, and identify the steps they need to take to prepare for the upcoming school year. This immersive experience is designed to inspire, inform, and empower youth as they begin planning their path toward college and beyond. We plan to visit colleges and universities in the north and central Texas area for 10-20 participants.
Location: TBD
Time: June – August 2026

Youth Population to be served:	
☒ **Males** ☒ **Females**	☐ **6-9 years of age** ☒ **10-17 years of age**
Race/Ethnicity: All	**Grades Targeted:** 6th-12th

FAMILY AND PRIMARY CAREGIVER ENGAGEMENT

Please outline your plan for how families and primary caregivers will be engaged in the CYD program.

What strategies will be used to demonstrate a commitment to the meaningful involvement of Families and Primary Caregivers in CYD?

Parents of youth leaders will attend monthly family engagement activities, such as Parent Cafés and Cooking up Connections. Parent Cafés will be provided once a quarter for all parents of youth leaders. We will advertise to youth and their parents who attend schools that are in ZIP codes 76106, 76164, 76112 and 76119. Each Parent Café session includes a self-commitment note card that focuses on the theme for that session. The parent completes a pre-determined sentence on the note card with an individualized commitment and self-addresses the envelope. The sealed envelopes are collected, and MHMR staff stamp and mail them about four weeks from the Parent Café session date. This helps the parent remember the commitment and hold themselves accountable to the action plan they create based on the theme for that Parent Café session.

This program will engage parents of youth leaders. Parent engagement is built in by providing an activity prior to the Parent and Youth Cafés that include interaction between the youth and parent/caregiver, such as cooking (Grow Live

Obtain Wellness - GLOW) a meal together. Prompt questions are provided so that conversation between the youth and parent/caregiver is fun and meaningful.

Quarter 1:

- Family Engagement Activity through Parent Café is scheduled for September 2025. The Family Engagement for Parent Cafe incorporates intentional family engagement by facilitating structured opportunities for connection between youth leaders and their parents or caregivers. Prior to each Parent and Youth Café, participants will take part in a shared activity designed to foster collaboration and quality time. To enrich these experiences, guided conversation prompts are provided to encourage meaningful, enjoyable dialogue between youth and their caregivers. Parent Cafés will be offered at least once per quarter providing consistent opportunities for families to build stronger relationships and reinforce the program's core values.

- The YLD Fall Festival, scheduled for October 2025, is designed to bring families together in a vibrant, interactive setting that promotes meaningful communication and connection. Set in a welcoming community location, the event will feature food, games, and seasonal engagement activities centered around Fall themes—creating the perfect backdrop for shared experiences and lasting memories. Youth participants will take on leadership roles by guiding their families through various activities. As they collaborate to complete each challenge, families will not only reinforce their bonds but also support the growth and confidence of their young leaders. This hands-on approach strengthens leadership skills in youth while fostering a sense of teamwork and unity at home.Family Engagement Activity through cooking up connections is scheduled for November 2025. Cooking up Connections offers intentional opportunities for families to deepen their connections through shared experiences. Cooking up Connections will include collaborative meal preparation, interactive activities, and guided conversations designed to strengthen communication and understanding between parents or caregivers and their teens. These structured events aim to create a welcoming environment that fosters trust, encourages open dialogue, and builds lasting relationships within families. Cooking up Connections will be offered at least once per quarter.

Quarter 2:

- The YLD Winter Event, scheduled for December 2025, will be is a celebration designed to unite families in a joyful and meaningful experience. This event will feature a sit-down holiday dinner, festive engagement activities, and moments of connection that foster togetherness and compassion. Youth leaders will guide their families through structured activities that highlight leadership, teamwork, and communication. This immersive experience allows participants to strengthen family bonds while empowering youth to apply their skills in real time. Families will work together to create holiday cards and goody bags for residents in assisted living facilities—offering support and spreading seasonal cheer to those who may feel isolated or without family support.

- Family Engagement Activity through Parent Café is scheduled for January 2026. The Family Engagement for Parent Cafe incorporates intentional family engagement by facilitating structured opportunities for connection between youth leaders and their parents or caregivers. Prior to each Parent and Youth Café, participants will take part in a shared activity designed to foster collaboration and quality time. To enrich these experiences, guided conversation prompts are provided to encourage meaningful, enjoyable dialogue between youth and their caregivers. Parent Cafés will be offered at least once per quarter providing consistent opportunities for families to build stronger relationships and reinforce the program's core values. Family Engagement Activity through cooking up connections is scheduled for February 2026. Cooking up Connections offers intentional opportunities for families to deepen their connections through shared experiences. Cooking up Connections will include collaborative meal preparation, interactive activities, and guided conversations designed to strengthen

communication and understanding between parents or caregivers and their teens. These structured events aim to create a welcoming environment that fosters trust, encourages open dialogue, and builds lasting relationships within families. Cooking up Connections will be offered at least once per quarter.

Quarter 3:

- The YLD Spring Event, scheduled for March 2026, will include a family camping weekend getaway at Camp Fire Camp El Tesoro (7710 Fall Creek Highway, Granbury, TX 76049). The objective is to foster family engagement and provide a platform for youth to develop and demonstrate the leadership skills they have learned over the past few months. The goal is to guide and support families through engaging activities and shared responsibilities, allowing youth leaders to apply their knowledge in teamwork, communication, and leadership. Over the weekend, families will enjoy lodging for two nights, meals for three days, and activities such as a high ropes course and zipline. During the high ropes course, families will have to work together using communication and listening skills to complete the course. This high ropes course activity was carefully selected to help strengthen the family as they work together for a common goal. This experience will not only be interactive, but it will also create lasting memories that will promote family bonding and trust.
  Family Engagement Activity through cooking up connections is scheduled for May 2026. Cooking up Connections offers intentional opportunities for families to deepen their connections through shared experiences. Cooking up Connections will include collaborative meal preparation, interactive activities, and guided conversations designed to strengthen communication and understanding between parents or caregivers and their teens. These structured events aim to create a welcoming environment that fosters trust, encourages open dialogue, and builds lasting relationships within families. Cooking up Connections will be offered at least once per quarter. Family Engagement Activity through Parent Café is scheduled for April 2026. The Family Engagement for Parent Cafe incorporates intentional family engagement by facilitating structured opportunities for connection between youth leaders and their parents or caregivers. Prior to each Parent and Youth Café, participants will take part in a shared activity designed to foster collaboration and quality time. To enrich these experiences, guided conversation prompts are provided to encourage meaningful, enjoyable dialogue between youth and their caregivers. Parent Cafés will be offered at least once per quarter providing consistent opportunities for families to build stronger relationships and reinforce the program's core values.

Quarter 4:

- Family Engagement Activity through Parent Café is scheduled for July 2026. The Family Engagement for Parent Cafe incorporates intentional family engagement by facilitating structured opportunities for connection between youth leaders and their parents or caregivers. Prior to each Parent and Youth Café, participants will take part in a shared activity designed to foster collaboration and quality time. To enrich these experiences, guided conversation prompts are provided to encourage meaningful, enjoyable dialogue between youth and their caregivers. Parent Cafés will be offered at least once per quarter providing consistent opportunities for families to build stronger relationships and reinforce the program's core values..
- The YLD Summer Event, scheduled for June -August 26 will feature food and summer engagement activities for families. The objective is to foster family bonding and build community involvement. This event aims to guide and support families as well as the community through engaging activities, allowing youth leaders to showcase the leadership skills and knowledge they have developed. Youth participants will have the opportunity to apply their leadership skills and knowledge acquired throughout the year by guiding their families through the activities and completing them together as a family. This event will help us wrap up the year by creating lasting memories, strengthening family bonds and connections, and reinforcing the importance of teamwork, communication, and leadership within the community.

  Additionally, college & university tour opportunities will be provided for the participants. The purpose is for participants to explore what each school has to offer and learn firsthand about admissions requirements,

campus life, and academic programs. During each tour, students will engage with the campus environment, ask questions, and envision their future in higher education. To celebrate school spirit, each participant will receive a college-branded t-shirt and school supplies such as pens and notebooks. The day will conclude with a group meal, where youth will reflect on their experiences, discuss how college can open doors for their future, and identify the steps they need to take to prepare for the upcoming school year. This immersive experience is designed to inspire, inform, and empower youth as they begin planning their path toward college and beyond. We plan to visit colleges and universities in the north and central Texas area for 10-20 participants. Location: TBD

- Family Engagement Activity through cooking up connections is scheduled for August 2026. Cooking up Connections offers intentional opportunities for families to deepen their connections through shared experiences. Cooking up Connections will include collaborative meal preparation, interactive activities, and guided conversations designed to strengthen communication and understanding between parents or caregivers and their teens. These structured events aim to create a welcoming environment that fosters trust, encourages open dialogue, and builds lasting relationships within families. Cooking up Connections will be offered at least once per quarter.

Please detail the timeline for implementing your plan and strategies as described above.

This program will engage parents of youth leaders. Parent engagement is built in by providing an activity prior to the Parent and Youth Cafés that include interaction between the youth and parent/caregiver, such as cooking a meal together. Prompt questions are provided so that conversation between the youth and parent/caregiver is fun and meaningful. Parent Cafés will be provided at least once a quarter.

Quarter 1: Family Engagement Activity through Parent Café (September), YLD Fall Festival (October), and Cooking up Connections (November)

Quarter 2: YLD Winter Event (December), Family Engagement Activity through Parent Café (January), Cooking up Connections (February)

Quarter 3: Cooking up Connections (May), Family Camping event (March) and Family Engagement Activity through Parent Café (April)

Quarter 4: Family Engagement Activity through Parent Café (July), Cooking up Connections (August), YLD Summer Event and College and Univiersity Tour (June-August)

PROGRAM CURRICULUM AND EVIDENCE-BASED AND PROMISING PROGRAMS
Please briefly describe how all funded evidence-based or promising programs will be implemented.

For each Evidence-Based Program or Promising Practice Program proposed, describe any variations from the Evidence-Based Program(s) that have been approved by the developer.

There are not any proposed variations for the EBPs/PPPs.

CURRICULUMS
Add additional rows as needed

Curriculum Name	Program Component (to be used with)	Link to Website or Information	Notes/Comments

Parent Café	Counted as Events under CYD workflow	https://www.bestrongfamilies.org/	
Youth Café	YLD	https://www.bestrongfamilies.org/	YLD – youth will serve as Table Hosts
The Growing Leaders-Habitude	YLD	Social Emotional Learning (SEL) Curriculum - Middle & High School (growingleaders.com)	YLD – youth will have the opportunity to experience an online program with resources to grow leadership skills.
Making Sense of Your Worth (MSOYW)	YLD	https://haloprojectokc.com/programs/making-sense-of-your-worth/	Selected YLD participants

VIRTUAL PROGRAMMING

Please briefly describe how you may shift components of your program to virtual if needed.

What is your plan if for any reason **training** must shift to a **virtual format** due to social distancing, local restrictions, etc.?

Almost all trainings can be completed virtually. The few exceptions would be rescheduled when face-to-face meetings can resume, following current social distancing restrictions.

If applicable, please indicate whether any events may need to be modified or cancelled should social distancing or local restrictions be in effect. Add additional rows if necessary.

Event or Initiative	Begin Date	End Date	Audience/ Stakeholders
YAC	09/01/2025	08/31/2026	Youth
YLD	09/01/2025	08/31/2026	Youth

For each Program Component able to be provided virtually, describe any variations or modifications.

Vitual sessions do not include provision of a snack or meal.
YAC – Meetings will be held virtually.
YLD – Programming will be implemented virtually with in-person pickups for needed materials and supplies.

PROGRAM IMPLEMENTATION

Please describe in detail how program will be implemented under this Grant Agreement

Please indicate what startup activities will be necessary at the start of a Grant Agreement including hiring and training staff, publicizing your program in the community, and recruiting Youth to the program.

Youth who participate in the WoW Talk Cafés, will be invited to participate in the Youth Advisory Committee (YAC) and other Youth Leadership Development (YLD) activities.

Describe outreach and recruitment strategies and plans. Include plans to reach and engage families demonstrating priority characteristics. If any special population of Youth and families were identified to be served by the program, please provide and the ways the organization will tailor program delivery or outreach to meet the unique strengths, circumstances and needs of the population(s).

MHMR uses a variety of methods (HelpMeThrive Navigation, flyers, community partners, etc.) to promote participation in Youth Cafés. Youth who actively participate will be invited to be a part of Youth Leadership Development (YLD) classes and activities. Fifteen outstanding youth leaders from YLD will be invited to participate in YAC.

Retention will be established through developing ongoing relationships with youth, youth leaders, parents/caregivers and referral sources and supports.

Sites identified for recruitment of youth referrals and potential café sites:

1. Diamond Hill Public Library: 1300 NE 35th Street, Fort Worth, TX 76106
2. Northside Public Library: 601 Park Street, Fort Worth, TX 76164
3. East Regional Library: 6301 Bridge Street, Fort Worth, TX 76112
4. Jean McClung Middle School: 3000 Forest Avenue, Fort Worth, TX 76112
5. Handley Middle School: 2801 Patino Road, Fort Worth, TX 76112
6. Dunbar High School: 5700 Ramey Avenue, Fort Worth, TX 76112
7. Eastern Hills High School: 5701 Shelton Street, Fort Worth, TX 76112
8. O. D. Wyatt High School: 2400 E Seminary Drive, Fort Worth, TX 76119
9. J Martin Jacquet Middle School: 2501 Stalcup Road, Fort Worth, TX 76119
10. J.P. Elder Middle School: 709 NW 21st Street, Fort Worth, TX 76164
11. Kirkpatrick Middle School: 3201 Refugio Avenue, Fort Worth, TX 76106
12. North Side High School: 2211 Mckinley Avenue, Fort Worth, TX 76164
13. Diamond Hill-Jarvis High School: 1411 Maydell Street, Fort Worth, TX 76106
14. Meacham Middle School: 3600 Weber Street, Fort Worth, TX 76106
15. Mental Health Connection of Tarrant County: 3136 W 4th Street, Fort Worth, TX 76107
16. Ramp Church Texas: 5430 Miller Avenue, Fort Worth, TX 76119
17. Young Men's Leadership Academy: 5100 Willie Street, Fort Worth, TX 76105
18. MLK Community Center: 5565 Truman, Fort Worth, TX 76112
19. Potters House Fort Worth- 1270 Woodhaven Blvd, Fort Worth, TX 76112-2376, United States

Describe plans to alleviate barriers to engagement and participation. Outreach and retention plans should include consideration of community context such as Youth with the potential to be underrepresented in programming such as young men or Youth of color.

MHMR remains strongly connected with membership and staff participation in coalitions and community systems across our service delivery area, including: ACEs (Adverse Childhood Experiences) Task Force - Tarrant County, Arlington Resource Sharing Group - affiliated with United Way of Tarrant County, Community Resource Coordination Group - Tarrant County, Family Connection of Tarrant County, Intellectual and Developmental Disabilities Council of Tarrant County, Mental Health Connection of Tarrant County, MHC Cultural Connection Committee, MHC Workforce Committee, and Tarrant Cares. These strong connections will help to build trust among the families and youth in the target ZIP codes.

Describe accessibility of programming to Youth. Applicant must offer programming at times and places that meet the needs of local Youth.

All services will be held at locations, days, and times most convenient for families and youth. This includes evenings and weekends.

Describe how transportation needs will be met. Address any Youth transportation barriers or needs, and how you will coordinate or provide transportation of Youth to participate in CYD program activities.

Transportation is a budget item and will be provided if program locations are not accessible to parents or youth. Locations will be selected based on easy access for parents and youth.

Describe how the program will assist in reducing juvenile delinquency or crime, how it will positively develop and enhance the lives of youth and their families, and what impact the program will have on the community.

YAC and YLD create opportunities and environments for strengthening the five Protective Factors. These factors increase the ability of parents and youth to feel safe, to be heard, to build social connections, to start healing from

difficult experiences, and to learn to handle stress in healthy ways. When protective factors are strengthened, then negative influences and behaviors, like delinquency and crime, decrease. The community benefits as it gains members that are more compassionate and respectful and able to contribute to the community effectively.
Describe any established community partners (including program sites, Youth referrals, special events, etc.).
MHMR has many established community partners that serve families and youth in the targeted ZIP codes, including but not limited to Fort Worth ISD, Family Resource Centers, Boys & Girls Clubs, and community recreation centers. MHMR and these sites collaborate and share events, referrals, and other common purposes. HelpMeThrive Navigation support CYD functions as well.
Describe the procedures or processes for enrollment, including how a Youth's eligibility will be assessed. Include information on any screening and assessment instruments your program will use to determine eligibility, needs, and strengths. Include details on the completion of CYD forms and action plans. Include your process for obtaining a new CYD Data Authorization Form annually for each Participant. Include your process for completion of Developmental Assets Profile (DAP) pre-surveys for Youth ages 10-17 years old.
Flyers will be distributed to schools, Family Resource Centers, community and recreation centers, and Boys & Girls Clubs in the CYD ZIP codes. MHMR social media and website will also post the flyers. The flyer will give the location, dates and times of services provided, as well as registration instructions and contact information for staff. Youth ages 10-17 years and their parents who live in and/or attend school in the targeted ZIP codes are eligible to participate in Youth and Parent Cafés, as well as YAC and YLD services as youth leaders. Staff will be responsible for assisting the parents and youth in the completion of all required CYD forms. Each café will incorporate time to ensure all forms and café evaluations are completed. Electronic forms will be offered if virtual cafes are needed.
List any additional assessment tools or surveys that will be utilized during programming (e.g. curriculum surveys, organizational surveys, etc.).
MHMR will follow all HHSC policies and procedures, and utilize all assessment tools or surveys provided. Developmental Assets Profile will be used for all CYD pre/post surveys. Pre-surveys will be completed by all youth when entering the program or at the beginning of each fiscal year. Post-surveys will be completed when youth exit the program or at the end of the school year or summer. Program Experience Surveys will be completed for youth closed or exiting the program. Each participant in a parent café completes a post-café survey/evaluation. Responses and feedback will be collected, reviewed, and aggregated.
Outline retention plans. If incentives will be used to support retention, describe plans for incentives, including the types of incentives to be provided, the intervals in the program at which the incentives will they be given, and what added benefit the incentives provide to the client.
Retention will be established through developing ongoing relationships with youth, youth leaders, parents/caregivers, and referral sources and supports. While the program does not currently offer formal incentives tied to specific benchmarks or timepoints, engagement and retention will be supported through thoughtful scheduling, consistent communication, and the creation of welcoming, family-centered environments. Staff will continue to assess the potential for future use of incentives based on participant feedback and program capacity. The emphasis remains on reducing barriers and fostering strong, trusting relationships that encourage sustained involvement from both youth and families.
Describe how Youth are referred to other needed supports when a Participant would benefit from additional programming or supports or when program is at capacity. Include how referrals to other programs or providers are documented, tracked, and supported.
Staff will assist with referring parents and youth to needed resources using the Help Me Thrive phone line, 211, Tarrant Cares, and other resource contacts. If families or youth are eligible for services provided by MHMR, staff will assist with making those referrals internally.

Staff will keep a spreadsheet with the names of participants, resources provided to participants, and if needed, date referrals are made and to which program. Staff will follow up with the family or youth after the resource has been given or referral made to ensure access has occurred.
Describe Participant activity documentation system(s), processes, and procedures. Include a description of how documentation is maintained and utilized to support program activities, as well as information that will be required in Participant file or activity notes.
Each YAC meeting, YLD class or activity, as well as Youth and Parent Cafés require sign-in sheets, which are scanned into an internal electronic folder.
Describe how program completion for Participants will be determined, as well as processes and procedures for Participant closure and any follow-up. Include details of Participant closure documentation, Developmental Assets Profile (DAP) post-surveys, and administration of the Program Experience Survey.
Families and youth are welcome to attend as many cafés as they desire. Once youth leaders are selected for YAC and YLD, they are also welcome to attend as many meetings, classes, and activites as they desire. There is no limit or "completion." Evaluation surveys are required to be completed by each participant at the conclusion of each café in order to meet fidelity. In addition, the Program Experience Survey will be completed at the conclusion of each café series.
Outline plans to sustain programming beyond the five-year Period of Performance.
MHMR continually seeks funds from national, state, local, public, and private sources to support its programs and services. Continuation of the Youth Leadership Development program is a priority for MHMR, as well as seeking funds for expansion into other ZIP codes.
Are program offerings listed on 2-1-1 current?
☒ **YES or** ☐ **NO**

ORGANIZATIONAL COMPETENCE
Describe strategies program will use in acknowledging and respecting the diversity of Youth and Families, including their cultural traditions, languages, values, socio-economic status, family structures, sexuality, gender identification, religion, individual abilities and other aspects.
MHMR prioritizes cultural competency in all of its programs to ensure that science-based information and high-quality services are delivered to all clients. Through the establishment of Community Advisory Committees (CACs), MHMR has created and implemented a communications strategy and a racial equity workgroup to assist with learning, evaluating existing data, and addressing equitable cultural practices. Client demographic data has been disaggregated by race to complement and develop strategies to address disparities. MHMR ensures that all systems of care services and treatments are family driven; individualized, strengths-based, and evidence-informed; trauma-informed; youth guided; culturally and linguistically competent; provided in the least restrictive environment; community-based; accessible; and collaborative across an interagency network. MHMR is an Equal Opportunity Employer and all its services are provided to individuals regardless of race, religion, gender or ability.
Describe diversity within organizational leadership and plans to increase diverse backgrounds and demographics of board members or other leadership during the grant period.
MHMR leadership is committed to fostering a collaborative and inclusive organizational culture. An agency-wide steering committee, aligned with MHMR's We CARE values, supports initiatives that enhance recruitment, performance management, leadership development, employee engagement, and retention. In 2019, MHMR appointed a Senior

Director within Human Resources to lead these efforts. Since 2020, a rotating workgroup of representatives has contributed to the steering committee's ongoing work.

The committee and a dedicated manager regularly engage with staff and leadership to promote open dialogue and provide recommendations to the Executive Leadership Team. These efforts aim to strengthen organizational culture and ensure that leadership reflects a broad range of experiences and perspectives. In 2021, MHMR conducted a voluntary internal survey to better understand the composition and viewpoints of its workforce. The insights gained continue to inform strategies for recruitment, hiring, and retention, with a focus on building a leadership team that mirrors the communities served.

PROJECT STRUCTURE & STAFFING

Family Support Services (FSS) programs for which the organization is currently receiving funding:

CYD, , and Hopes

Describe the staffing structure for the project. Describe qualifications for administrator(s), supervisor(s), staff working directly with program Participants. Describe intentional recruitment of staff with diverse backgrounds and experience supporting Positive Youth Development.

This project will involve the following staff:

1. System Director Family Engagement & Groups: Oversees and facilitates youth voice across Help Me Thrive Community systems of Care). Position will manage a Youth Advisory Committee (YAC), coordinate mental health awareness training and activities, facilitate groups for youth, and provide training to community providers and program staff. Qualifications: TBRI training
2. Family Support Coach: Recruits participants and conducts groups that promote protective factors and family strengthening strategies in Tarrant County and in surrounding rural counties.
3. Childcare Provider/Van Driver (PRN): Position filled by a pool of staff as needed for youth/parent transportation to weekly groups and childcare for parent cafes.

Describe supervision structure. Detail plans for administrative, clinical, and reflective supervision for staff.

System Director Family Engagement & Groups will supervise group staff with weekly supervision for first 90 days of employment and then at least bi-monthly System Director Family Engagement & Groupswill provide direction and support to groups staff including outreach, preparation for and implementation of services, evaluations, and reporting. Family Engagement and Groups staff attend weekly team/reflective supervision meetings.

Indicate whether volunteers or interns will be used. If so, please specify tasks or duties, minimum qualifications, trainings, and supervision structure.

N/A

Describe plan for maintaining required activities during vacancies and staff transitions. Include tangible plans for program oversight; program delivery; recruitment and outreach; sustainment of relationships; and community and systems-level strategy.

System Director Family Engagement & Groups will oversee the Youth Advisory Committee (YAC), Youth Leadership Development (YLD), community service-learning projects, and all deliverables and activites of the grant. The System Director Family Engagement & Groups and Groups staff will assist the Youth Engagement Director by sending youth from their other founding source activites to YAC and YLD.

Describe your organization's policies and procedures for reviewing case files for quality and completeness.

System Director Family Engagement & Groupshas access to all sign-in sheets, evaluations/surveys, and other required forms and will review for accuracy.

Describe your process for tracking all training for staff, and the position(s) responsible for tracking.

Training is tracked departmentally using onboarding checklists that are reflected in training plan below. Director of Family Engagement and Groups will ensure that staff receive Parent Café training from Be Strong Families. Staff will track participation of families and youth for table host assistance.

List the training your staff will receive as part of your training plan. In addition to evidence-based training requirements (if applicable), list any specialized trainings you anticipate providing to staff (e.g. cultural humility, cultural competency, mental health first aid, etc.). Please add additional rows as needed. See Training Requirements in Section 3.4 of the RFA.

Training Type/Title	Staff Roles Receiving	Training Process	Timeframe
Type: New Hire or Annual Orientation **Title:** CYD Orientation	All CYD Staff	☐ In-person by program model ☐ In-person consultant ☐ By supervisor/staff ☐ Webinar ☐ Self-guided ☒ CYD Project Manager	annually
Type: Diversity, equity, & inclusion (cultural humility) **Title:** Cultural Humility or other classes as offered	All CYD Staff	☒ In-person by program model ☐ In-person consultant ☐ By supervisor/staff ☐ Webinar ☐ Self-guided	annually
Type: Youth Development **Title:** MHMR Tarrant Relias Trainings • HIPPA – confidentiality • Abuse • Corporate Compliance & Ethics • CFS Child Maltreatment (3 hours) • Identifying & Preventing Child Abuse & Neglect • Infection Control: The Basics • Service Animal Accommodation Training (1 hour) • Sexual Harassment / Discrimination • Social Media & Electronic Text Operating Procedure • CFS Trauma Informed Care • CFS Crisis Planning for Families	All Staff	☒ In-person by program model ☒ In-person consultant ☒ By supervisor/staff ☒ Webinar ☒ Self-guided	as required
Type: Youth Development **Title:** MHMR Tarrant Class • Client/Parent Rights • Pediatric CPR & 1st Aid	All Staff	☐ In-person by program model ☒ In-person consultant ☒ By supervisor/staff ☐ Webinar	As required

		☐ Self-guided	

DATA & DATA USE *Please briefly describe the quality assurance processes that will be utilized for this Grant Agreement*
Describe how your agency will use data to identify ongoing client and community needs and inform ongoing program improvement.
Feedback and aggregated data from café evaluation/surveys and Program Experience Surveys will be used to address needs and identify gaps. This information will be shared with the Youth Advisory Committee quarterly, starting with Quarter 2. The youth leaders will have opportunties for input and feedback on potential monthly community service-learning projects.

GRANT ADMINISTRATION
Describe how you will effectively administer the grant to ensure that contractual deadlines are met and that the budget is appropriately managed.
Programmatic reporint is managed by the System Director Family Engagement & Groups. Budget submissions and reports are managed by the CFS finance team in conjunction with the MHMR finance department.
Describe the quality assurance procedures you have in place.
The System Director Family Engagement & Groupsensures that all compliance procedures are followed for programming with MHMR and CYD.

LOG OF ATTACHMENTS
Add additional rows as needed

Name of attachment	**Provided**	**Notes:**
Attachment D-1: YLD Scope and Sequence	☒ **YES or** ☐ **NO**	
Attachment D-2: PEI Evidence-Based Ranking Tool	☒ **YES or** ☐ **NO**	
Attachment D-3: Agency Org Chart	☒ **YES or** ☐ **NO**	
Attachment D-4: CYD Program Chart	☒ **YES or** ☐ **NO**	
Attachment D-5: CYD Job Descriptions	☒ **YES or** ☐ **NO**	

40 DEVELOPMENTAL ASSETS

EXTERNAL ASSETS	
Support	Family support Positive family communication Other adult relationships Caring neighborhood Caring school climate Parent involvement

Empowerment	Community values Youth Youth as resources Service to others Safety
Boundaries & Expectations	Family boundaries School boundaries Neighborhood boundaries Adult role models Positive peer influence High expectations
Constructive Use of Time	Creative activities Youth programs Religious community Time at home
INTERNAL ASSETS	
Commitment to Learning	Achievement motivation School engagement Homework Bonding to school Reading for pleasure
Positive Values	Caring Equality and social justice Integrity Honesty Responsibility Restraint
Social Competencies	Planning and decision-making Interpersonal competence Cultural competence Resistance skills Peaceful conflict resolution
Positive Identity	Personal power Self-esteem Sense of purpose Positive view of personal future

Attachment Q-2 Form 2030, Budget Information Form

Health and Human Services Commission

Form 2030 FSS

Revised May 2024

Budget for Purchase of Service Contracts

2030 SUMMARY		
	Grantee	Tarrant County
	Subgrantee:	MHMR of Tarrant County
	Contract #	HHS0008417000005
	Agency Account ID:	24821479
	Funding Period:	9/01/2025 to 8/31/2026
	HHSC DEP ID #	16CYDGRL
	FSS Program:	Community Youth Development (CYD)

Cost Categories	(A.) Reimbursable	(B.) Other (Cost Sharing)	(C.) Program Total
	Original Approved 2030		
(1A) Personnel-Salaries	$7,687.68	$0.00	$7,687.68
(1B) Personnel-Fringe Benefits-by Employee	$0.00	$0.00	$0.00
(1C) Personnel-Fringe Benefits-by Type	$640.31	$0.00	$640.31
(2) Travel	$1,200.00	$0.00	$1,200.00
(3) Supplies and Controlled Assets	$1,000.00	$0.00	$1,000.00
(4) Capital Equipment (greater than $5K)	$0.00	$0.00	$0.00
(5) Other Costs	$24,317.92	$0.00	$24,317.92
Direct Costs Total	$34,845.91	$0.00	$34,845.91
Indirect Costs Total	$5,226.89	$0.00	$5,226.89
TOTAL	**$40,072.80**	**$0.00**	**$40,072.80**

Program Allocation	100%	0%	100%

Certified By (signature):	Susan Garnett
Name:	Susan Garnett
Title:	CEO
Date:	8/14/25

FY26 Contract Budget

Contractor: MHMR of Tarrant County
HHSC DEP ID #: 16CYDGRL
FSS Program: Community Youth Development (CYD)
Total HHSC Contractual Obligation: $40,072.80
Total Cost Sharing: $0.00
Funding Period: 09/01/2025 to 08/31/2026

Contract #: HHS000841700005
Budget Preparer: Dr. Tawanca Waddington
Certifying Approver: Susan Garnett

PERSONNEL - SALARIES	HHSC Contract Budget	Methodology for Contract Budget Narrative	Cost Sharing Budget	Methodology for Cost Sharing Budget Narrative	FTE Allocations: Total Salary	FTE	% Time Allocated to HHSC Contract	% Time Allocated to Cost Sharing	Number of months on Contract	Direct Service or Admin?
Family Support Coach - .15 FTE	7,687.68	The Youth Advisory Committee (YAC) will be guided by the Family Support Coach and will convene monthly throughout the year. Each session will include dynamic community service-learning projects designed to cultivate leadership, civic responsibility, and personal growth among youth participants. Youth will be invited to join the YAC following their engagement in Youth Leadership Development (YLD) and participation in Youth Cafés/WOW Talks. Through YAC, youth will have a platform to voice their perspectives on services, programs, and systems that directly impact their lives and the well-being of their families. The Family Support Coach will play a pivotal role in nurturing youth leadership by reinforcing the skills developed in YLD and fostering a supportive environment for continued growth. In collaboration with the team, the Family Support Coach will also work to establish meaningful connections between youth and the broader community—ensuring their voices are not only heard but actively shape the systems designed to support them.	-		$ 51,251.20	0.15	100.00%	0.00%	12	Direct Service
Total	$ 7,687.68		$ -		$ 51,251.20					

FRINGE by EMPLOYEE	HHSC Contract Budget	Methodology for Contract Budget Narrative	Cost Sharing Budget	Methodology for Cost Sharing Budget Narrative	Total Fringe per Employee	FTE	% Fringe Allocated to HHSC Contract	% Fringe Allocated to Cost Sharing	Number of months on contract	Fringe % of Salary
1	0		0		$ -	0.00	0.00%	0.00%	0	0.00%
Total	$ -		$ -		Total Fringe % (of Salary)		0.00%	0.00%		

FRINGE by TYPE of BENEFIT	HHSC Contract Budget	Methodology for Contract Budget Narrative	Cost Sharing Budget	Methodology for Cost Sharing Budget Narrative	Total Fringe for HHSC Program Benefits	% Fringe Allocated to HHSC Contract	% Fringe Allocated to Cost Sharing
Social Security (FICA)	588.11	$7,687.68 Total Salaries @ 7.65% FICA = $588.11	-		$ 588.11	100.00%	0.00%
State Unemployment Tax Act (SUTA)	-		-		$ -	0.00%	0.00%
Retirement	-		-		$ -	0.00%	0.00%
Insurance- Medical	-		-		$ -	0.00%	0.00%
Insurance- Dental	-		-		$ -	0.00%	0.00%
Insurance- Vision	-		-		$ -	0.00%	0.00%
Insurance- Worker's Compensation	52.20	$7,687.68 Total Salaries @ .00679017 Worker's Comp = $52.20. Based on MHMR current Worker's Comp rate.	-		$ 52.20	100.00%	0.00%
Insurance- Unemployment	-		-		$ -	0.00%	0.00%

Short-Term Disability	-		-		$ -	0.00%	0.00%	
Long-Term Disability	-		-		$ -	0.00%	0.00%	
Life Insurance	-		-		$ -	0.00%	0.00%	
Other Fringe	-		-		$ -	0.00%	0.00%	
Total	**$ 640.31**		**$ -**			**8.33%**	**0.00%**	**Total Fringe % (of Salary)**

TRAVEL	HHSC Contract Budget	Methodology for Contract Budget Narrative	Cost Sharing Budget	Methodology for Cost Sharing Budget Narrative
Mileage	-		-	
Airfare	-		-	
Meals	-		-	
Lodging	-		-	
Miscellaneous Transportation	$ 1,200.00	CYD Youth Summit - van rental and gas for 4-day trip to Austin for 6 youth and 2 chaperones. $200/day x 5 days = $1,000.00 + $200.00 gas = $1,200.00	-	
Total	**$ 1,200.00**		**$ -**	

SUPPLIES and CONTROLLED ASSETS	HHSC Contract Budget	Methodology for Contract Budget Narrative	Cost Sharing Budget	Methodology for Cost Sharing Budget Narrative
Office Supplies	$ 1,000.00	General office supplies for project, such as paper, pens, toner, folders, etc. $83.33/month x 12 months = $1,000.00 (rounded up)	-	
Program Curriculum	-		-	
other supplies and controlled assets	-		-	
Total	**$ 1,000.00**		**$ -**	

CAPITAL EQUIPMENT (greater than $5K)	HHSC Contract Budget	Methodology for Contract Budget Narrative	Cost Sharing Budget	Methodology for Cost Sharing Budget Narrative
	-		-	
Total	$ -		$ -	

OTHER	HHSC Contract Budget	Methodology for Contract Budget Narrative	Cost Sharing Budget	Methodology for Cost Sharing Budget Narrative
Outreach Materials/Program Literature	$ 1,056.93	Printing of materials as needed for project banners, flyers, and table runners to promote YLD and YAC programs to school and community partners. $88.08/month x 12 months = $1,056.93	-	
Food/Snacks	$6,107.97	Meals and light refreshments for monthly YAC and YLD classes, meetings, and community service-learning projects. 15-25 CYD youth will attend each activity. All youth participating in classes/meetings/community service-learning projects will be provided a meal and light refreshments. Approximately $169.66/activity x 3 activities per month x 12 months =$ 6107.97 (rounded)	-	
Client Transportation	$ 3,600.00	Utilizing LYFT based on .80 per mile and .16 per minute, minimum $3.80 Urban; $1.06 per mile and .17 per minute, minimum $4.20 Rural, when need documented. Cost of $5 for 1-Day Multi-Ride bus pass. $300.00/month x 12 months = $3,600.00. Client transportation will be used for YAC meetings, YLD classes, and community service-learning projects. Clients receive transportation services based on need and request. LYFT is used when bus does not provide transportation to program locations.	-	
Food/Snacks for Youth Summit	$ 400.00	(Youth Summit Planning Day - lunch and snacks for 1 youth and 1 chaperone to attend virtual planning day = $25.00 per person x 2 people = $50.00) + (Youth Summit - snacks for 6 youth and 2 chaperones for travel to and from Austin = $21.875/person x 8 people x 2 trips (round trip) = $350.00) = $400.00.	-	
YLD Fall Event	2,010.00	YLD Fall Festival will be held during October 2025 for 40 YLD members and 40 parents/caregivers/siblings = 40 people total. (Possible location: Pumpkin Night Arlington) + (Admission for X 15=$900.00) (Food = 80 people x $12.00/person = $960.00. Ex: hamburger or chicken meals) (Parking =15 X $10 per car =$150) Activities Ex: carnival ball roller, bottle ring toss, duck pond game, ladder toss, jumbo lawn games, disk drop, etc.) Total= $2010.00	-	
YLD Winter Event	1,115.00	YLD Winter Event will be YLD, Winter Event will be held during Dec 2025 for 25 YLD members and 30 parents/caregivers/siblings = 40 people total. Location MHMR location-No Charge. + (Food = 50 people x $12.00/person = $600.00. Ex: Meat/Protein and vegetable meal) + (Supplies/Décor for Winter event = $200.00. Ex: photo booth, tablecloths, table decor) + (Winter food baskets for winners of family engagement activities = $45.00/basket filled with food x 7 baskets = $315.00) = $1,115.00	-	
YLD Spring Camping Event	3,650.00	The YLD Spring Camping event will be held during March 2026 for six families of four. Each person will need to pay $55.50 for meals, which covers Friday dinner, all meals on Saturday, and Sunday breakfast and lunch. Lodging costs are set at $60 per person for two nights. For activities, there are two options: $35 per person for the high ropes course/zipline, or $25 per person without the high ropes course/zipline. The total cost per person is $150.50 with the high ropes course/zipline, or $140.50 without it. For six families of four, the total cost will range from approximately $3,375 to $3,650, depending on the chosen activities.	-	
YLD College Tour Summer	1,678.02	College Tour Summer Experience will be held between June-Aug 2026 for 15-20 youth participants. The event will take place some of the colleges in central Texas(TCU, Westlan, TC, Baylor, UT or Ect). The total estimated cost for this experience is $1,678.60, which includes the following: 20 college shirts at $16.95 each, totaling $339.00; 20 water bottles at $20.00 each, totaling $400.00: 20 lanyards at $6.98 each, totaling $139.60; meals for 20 participants at $15.00 each, totaling $300.00; and transportation costs of $500.00.	-	
YLD Cooking up Connections Quarterly Events	1,700.00	YLD Cooking up Connections will be once a quarter in Nov, Feb, May and Aug: with 15 family's parents/caregivers/siblings. This event will be held virtually, and groceries will be sent to family's homes to cook with facilitators. (Food/Menu = 15 families x $50.00 family = $750.00. Ex: Tacos, casserole, spaghetti etc.) Family engagement winner prize 2 winning families x $50.00 ex: movie tickets, gift cards, games basketext.) =$100 Total=$850.00,(One event per QT$50.00 X 2 totals=$1700.00)	-	
Basic Needs	3,000.00	Basic need ssupport includes assistance with food, clothing, utilities, rent, and other essential items. Families may request up to $200 in support, depending on available resources, with utility assistance offered once per year. The program will set aside a total of $3,000 in basic needs funding, with the goal of supporting approximately 15 families over the duration of the grant.	-	
Total	$ 24,317.92		$ -	

SUBTOTAL Excluding Subgrantees	HHSC Contract Budget	Methodology for Contract Budget Narrative	Cost Sharing Budget	Methodology for Cost Sharing Budget Narrative
	$ 34,845.91		$ -	

CONTRACTUAL - Subgrantees	HHSC Contract Budget	Methodology for Contract Budget Narrative	Cost Sharing Budget	Methodology for Cost Sharing Budget Narrative
		see corresponding tab for budget details		see corresponding tab for budget details

Subgrantee Expenses Added to Indirect Cost Budget	
Reimbursable Amount Subject to Indirect Cost Rate	Cost Sharing Amount Subject to Indirect Cost Rate
$ -	$ -

Total	$ -		$ -	

Subgrantee Costs added to the Indirect Cost Calculation				
	$ -		$ -	

INDIRECT COSTS	HHSC Contract Budget	Methodology for Contract Budget Narrative	Cost Sharing Budget	Methodology for Cost Sharing
15.00%	5,226.89		-	
Indirect Cost Rate adjustment	-		-	
Total	$ 5,226.89		$ -	

Debarment/Suspension Certification indicating that you are in compliance with the below Federal Executive Order.

Debarment:
Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Susan Garnett, Chief Executive Officer (Name)
My Health My Resources of Tarrant County (Company)
3840 Hulen Street (Address)
Fort Worth, Texas 76107 (Address)
LJ9ENHUAKHV3 (Unique Entity ID)

PHONE 817-569-4518 -- FAX 817-569-4520
EMAIL Ceo@mhmrtc.org

Signature 8/14/25 Date

Attachment Q-5: Federal Award Information Form

1	Subrecipient Name	My Health My Resources of Tarrant County
2	Subrecipient Unique Entity ID	LJ9ENHUAKHV3
3	Federal Award Identification Number (FAIN)	2401TXFPSS
4	Federal Award Date	TBD
5	Subaward Period of Performance Start and End Date	10/1/2023-9/30/2025
6	Amount of Federal Funds Obligated by This Action	$525,000.00
7	Total Amount of Federal Funds Obligated to the Subrecipient	$40,072.80 The exact amount of federal funding will be determined by HHSC at the end of the fiscal year.
8	Federal Award Project Description, as required by FFATA	Promoting Safe and Stable Families
9	Name of Federal Awarding Agency	U.S. Department of Health and Human Services
10	Pass-Through Entity	HHSC/Tarrant County
11	Contact Information for Awarding Official	Tarrant County 100 E. Weatherford Fort Worth, TX 76196-0001
12	CFDA Number and Name	93.556/State
13	Identification if the Award is R&D	N/A
14	Indirect Cost Rate	10%

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 15
Department: Purchasing	**Prepared By:** Teresa Ralls	**Approved By:** Christopher Lax, CPSM, CPSD, CPCP

SUBJECT:

RFP No. 2023-122 - Annual Contract for Out-Patient Treatment Services for Juvenile with Sexual Behavior Problems - Juvenile Services - Bettering Myself Within Counseling Center - Exercise Second and Final Option for Renewal - Same Contract Terms

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve renewal of RFP No. 2023-122, Annual Contract for Out-Patient Treatment Services for Juvenile with Sexual Behavior Problems for the second and final optional twelve (12) month period at the same contract terms and approve contract.

BACKGROUND

On August 15, 2023, the Commissioners Court, through Court Order #141481, awarded RFP No. 2023-122, Annual Contract for Out-Patient Treatment Services for Juvenile with Sexual Behavior Problems, for Juvenile Services, to Bettering Myself Within Counseling Center.

The award was based upon evaluation criteria set forth in the RFP specifications and contained options to renew for two (2) additional twelve (12) month periods.

On October 1, 2024, the Commissioners Court, through Court Order #144023, approved the first renewal option.

This contract provides a licensed therapist that provides court-ordered outpatient treatment and education services for juveniles with sexual behavior problems under the jurisdiction of Tarrant County Juvenile Services. The number of juveniles who will be in treatment fluctuates between eighty (80) to one hundred (100) per year.

The vendor notified Purchasing in writing that they will extend the same contract terms through September 30, 2026. Juvenile Services notified Purchasing in writing that they are pleased with the vendor and want to renew. The Tarrant County Juvenile Services Board approved the contract renewal on August 20, 2025.

Therefore, it is the joint recommendation of Juvenile Services and Purchasing that the Commissioners Court approve renewal of RFP No. 2023-122, Annual Contract for Out-Patient Treatment Services, for another twelve (12) month period.

The contract is attached for approval and signature. The District Attorney's Office reviewed the contract as to form.

FISCAL IMPACT

Expenses for the last twelve (12) months were $58,530.00. The department has requested funding in accounts: 10000-2026 General Fund/2610510000 JV Sex Offenging/569011 Professional Services; Grant-2004/P0028-2026/ 2610510000 JV Sex Offenging/569011 Professional Services.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

County Auditor

Attachments

Agenda Link Backup.pdf

TARRANT COUNTY
JUVENILE SERVICES

BENNIE MEDLIN
Director

RON LEWIS
Deputy Director

DATE: August 5, 2024

MEMO TO: Ms. La Kesha Washington

FROM: Bennie Medlin
Director of Juvenile Services

SUBJECT: RFP 2023-122 – Out-patient Treatment Services for Juveniles with Sexual Behavior Problems

The RFP referenced above provides for two (2) one-year options to renew the contract between Tarrant County Juvenile Services and your organization without additional competitive procurement proceedings. It is time to determine whether or not your agency desires to exercise the **first renewal** option of RFP 2023-122 – Bettering Myself Within Counseling Center.

If your agency is in agreement, Tarrant County would like to renew with your agency for the contract period of **October 1, 2024 through September 30, 2025.** All other terms and conditions of the current contract will remain in effect. Please check the appropriate box indicating your decision, sign, date, and return the document as indicated on the coversheet. If you choose to renew, please complete the agency contact information below so that we may update our records.

☑ Yes, we wish to renew RFP 2023-122 Psycholgical Services contract not to exceed the amount of $136,000. Bettering Myself Within Counseling Center

☐ No, our agency does not wish to renew this contract.

Tarrant County Juvenile Services

LaKyn Washington 8/15/25
Authorized Official's Signature Date

8-18-25
Director of Juvenile Services Date

Agency Contact Information:

Printed Name: La Kesha Washington
Signature: LaKyn Washington
Title: CEO - Therapist
Address: 9333 Crowley Road Ft Worth, Texas 76134 Suite 105
Agency Phone: 817-782-9221
Agency Fax: 817-782-9221
Contact Email: bmwcounseling@gmail.com

Memorandum

To: Riley Shaw

Dept: Juvenile Services

From: Emily Salter, Sr. Contracts Administrator, Purchasing Department

Date: 7/30/2025

Re: Renewal of RFP 2023-122, Annual Contract for Out-Patient Treatment Services for Juvenile with Sexual Behavior Problems

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The above referenced contract will expire on September 30, 2025. This contract included two (2) options to renew with the vendor for additional twelve (12) month terms. The second and final renewal term would commence October 1, 2025 and would expire September 30, 2026.

If you wish to exercise this option to renew and continue this contract with the vendor listed below for twelve more months, please check the appropriate item and email this form back to me at ejsalter@tarrantcountytx.gov

Bettering Myself Within Counseling Center

☑ Yes, I wish to continue the current contract with the above mentioned vendor for the first renewal term of the contract.

Funds to support this contract will be provided by the following accounts:

☐ No, I do not wish to continue the current contract with the above-mentioned vendor for the following reason(s).

SIGNATURE: _____ DATE: 8-12-2025

STATE OF TEXAS §

COUNTY OF TARRANT §

§

§

§

§

JUVENILE SERVICES CONTRACT WITH BETTERING MYSELF WITHIN COUNSELING CENTER FOR OUT-PATIENT TREATMENT SERVICES FOR JUVENILES WITH SEXUAL BEHAVIOR PROBLEMS

BACKGROUND

This Contract for services is between **Tarrant County, Texas**, hereinafter referred to as ("COUNTY"), and **Bettering Myself Within Counseling Center**, hereinafter referred to as ("PROVIDER"), for the provision of out-patient treatment services for juveniles with sexual behavior problems. The Commissioners Court finds that this Contract serves a public purpose for the provision of outpatient treatment and education services for juveniles with sexual behavior problems under the jurisdiction of Tarrant County Juvenile Services, also referred to as ("TCJS").

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

PROVIDER agrees to provide the following:

1.1 All services as described in the accepted proposal (incorporated by reference) under RFP 2023-122;

1.2 Assessment – Initial and Treatment Progress

1.3 Individual Sessions – up to two per month;

1.4 Group Sessions – up to four times per month;

1.5 Parent Group Sessions – up to one time per month;

1.6 Aftercare Session – up to 2 sessions/per month for up to 6 months (Maximum of 12 sessions).

1.7 Enhanced Sex Education – for designated youth, 6 minimum sessions after which a staffing will occur with probation and the provider to determine if additional sessions are needed for a total of up to 12 individual sessions;

1.8 Submit an aftercare plan to the department outlining the time frames; goals; objectives and expected outcomes for the each youth referred to be approved by the department;

1.9 Based on assessment results and clinical interviews, the standard treatment protocols may be modified by the PROVIDER in conjunction with the assigned juvenile probation officer's supervisor to address risk level and current needs of the client;

1.10 Clinical Interim Report including the MSI-J, JSOAP, ERASOR, JSORRAT II, DASH-13 (Desistence for Adolescents who Sexually Harm (Worling, 2013), or PROFESOR (Protective + Risk Observations For Eliminating Sexual Offense Recidivism (Worling, 2017) as recommended/at least one per treatment duration and involve up to four hours for each testing event;

1.11 Submit a copy of the treatment contract with the first month of progress notes;

1.12 Notify COUNTY electronically within 72 hours of the start service date and documentation of first face to face contact with youth and/or family from time of enrollment in the program;

1.13 Notify COUNTY electronically within 72 hours of the end service date, reason for discharge and receive the discharge; and

1.14 Provide discharge summary within five (5) business days following the client's last date of services and before the probation discharge date.

2 TERM

This Contract begins on October 1, 2025 and concludes on September 30, 2026.

3 EVALUATION CRITERIA

3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.

3.2 COUNTY shall evaluate PROVIDER'S performance under this contract according to the following specific performance goals:

3.2.1 Aid juveniles to take responsibility for behavior and to experience empathy for victim;

3.2.2 Provide specialized treatment which teaches youth appropriate sexual and behavioral expression; and

3.2.3 Modify behavioral patterns of youth and parent to diminish risk of future victimization and involvement in the criminal justice system.

3.3 COUNTY shall additionally evaluate PROVIDER by the following output measures;

3.3.1 # of youth ordered to program; and

3.3.2 # of treatment hours per youth.

3.4 COUNTY shall further evaluate PROVIDER by the following short-term outcome measures:

3.4.1 90% of youth enrolled will complete their treatment program;

3.4.2 90% of youth will not be referred for a new sexual offense while enrolled in the program; and

3.4.3 95% of youth who complete the program will not be placed outside the home within one year of completion.

3.5 Provider shall submit a performance report on output measures and short-term outcome measures by November 1, 2026 outlining the success in meeting the specified goals and objectives in the incorporated proposal.

4 COST

4.1 The COUNTY will pay PROVIDER no more than an amount of **$136,000** pursuant to the term and the provision of service under this Contract. COUNTY will pay PROVIDER within thirty (30) days of invoice receipt when the PROVIDER satisfies the following conditions:

4.1.1 Assessment - One initial assessment and one treatment progress assessment at $200 each;

4.1.2 Individual sessions – up to two per month at $55.00 per hour session up to 9 sessions; may be billed in ½ hour increments ($27.50 per ½ hour) as needed based on available appointment times and needed; If a youth is deemed not appropriate for group 4 individual sessions may be approved at the discretion of the department;

4.1.3 Group Sessions – up to four times per month at $40.00 per group session, up to 36 sessions;

4.1.4 Parent Group Sessions – one per month at $75.00 per hour session, up to 9 sessions;

4.1.5 Enhanced Sex Education – 6 minimum sessions, additional sessions must be approved by COUNTY not to exceed a total of 12 individual sessions at $60.00 per session;

4.1.6 Aftercare –up to 2 individual sessions/month at $50.00 per session for up to six months (Maximum of 12 sessions).

4.2 PROVIDER will send a monthly invoice addressed to Tarrant County Juvenile Services, ATTN Barbara Munoz 2701 Kimbo Road, Fort Worth, TX 76111

4.3 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested; and

4.4 Each billing should contain a brief description of services provided and the rate of which services have been billed.

5 EXAMINATION AND RETENTION OF RECORDS

5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.

5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the children when deemed necessary.

5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

6 CONFIDENTIALITY OF RECORDS

Juvenile records are expressly made confidential by law. PROVIDER shall maintain strict confidentiality of all information and records relating to the children and families served under this Contract, and shall not re-disclose any information except as required to perform the services described herein, or as may be required by law.

7 DUTY TO REPORT

7.1 As required by Texas Family Code Chapter 261, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made or the incident occurs to all of the following:

7.1.1 Local Law enforcement agency with jurisdiction; and

7.1.2 Texas Juvenile Justice Department ("TJJD"), by submitting a TJJD Incident Report Form to abuseneglect@tjjd.texas.gov (or if unable to complete the form within 24 hours, then by calling 866-477-8354 followed by submitting the report within 24 hours of said call); and

7.1.3 TCJS to facsimile number 817-838-4646, and via phone call to 817-838-4643.

7.2 PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.

8 FINANCIAL RESPONSIBILITY

PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.

9 AGENCY-INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This Contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This Contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

10 ASSIGNMENT AND SUBCONTRACT

PROVIDER may not assign or subcontract any of its rights, duties, and/or obligations arising out of this Contract without prior written consent of COUNTY.

11 THIRD PARTY BENEFICIARY EXCLUDED

This Contract does not protect any specific third party. The intent of this Contract excludes the idea of a suit by a third party beneficiary.

12 DISCLOSURE OF INFORMATION

12.1 PROVIDER warrants that, prior to entering this Contract, it has conducted an annual criminal history check and has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Chief Probation Officer at 817-838-4643:

12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;

12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;

12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct contact with juveniles;

12.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;

12.1.5 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;

12.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and

12.1.7 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of children being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

13 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all youth and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex religion, disability or national origin. PROVIDER shall abide by all applicable federal, state, and local laws and regulations.

14 OFFICIAL NOT TO BENEFIT

No officer, employee, or agent of COUNTY and no member of its governing body and no other public official of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Contract which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

15 COMPLIANCE WITH LAWS

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

16 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

16.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including but not limited to the obligation to pay, upon giving notice to the PROVIDER.

16.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

17 TERMINATION

17.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:

17.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or

17.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.

17.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.

17.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

18 DEFAULT

18.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:

18.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof;

18.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms; or

18.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty calendar (30) days.

18.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to Contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

19 LIQUIDATED DAMAGES

19.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this Contract.

19.2 In the event that this Contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this Contract term. PROVIDER also agrees to reimburse COUNTY for any monies paid for services not rendered by PROVIDER prior to the effective date of termination of this Contract.

20 NOTICE

Any notice or other writing required by this contract, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

TARRANT COUNTY

Riley Shaw
Director of Juvenile Services
2701 Kimbo Road
Fort Worth, TX 76111

SERVICE PROVIDER

Ms. La Kesha Washington
Bettering Myself Within Counseling Center
4701 Altamesa Blvd.
Fort Worth, TX 76133

21 WAIVER OF SUBROGATION

PROVIDER expressly waives any and all rights it may have to subrogation for any claims or rights of its employees, agents, owners, officers, interns, volunteers or subcontractors against COUNTY.

22 INDEMNIFICATION

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF PROVIDER, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS CONTRACT. PROVIDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS FOR ANY WRONGFUL OR NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF COUNTY OR TCJS'S AGENTS, EMPLOYEES OR SERVANTS ARISING FROM OR RELATED TO THIS CONTRACT FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

23 SOVEREIGN IMMUNITY

This Contract shall not be interpreted to inure to the benefit of a third party not a party to this Contract. This Contract 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 contract, party's agent, or party's employee, otherwise provided by law.

24 REPRESENTATION AND WARRANTIES

24.1 PROVIDER hereby represents and warrants the following:

24.1.1 That is has all necessary right, title, license and authority to enter into this Contract;

24.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;

24.1.3 That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Contract;

24.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations; and

24.1.5 That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both English and Spanish language versions of the following official notice forms that are available on the TJJD website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation.*

25 TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

26 VENUE

Exclusive venue for any litigation arising from this Contract shall be in Tarrant County, Texas.

27 ADDITIONAL CONDITIONS

27.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation by TJJD or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.

27.2 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate. ***(Attachment "A" - Family Code 231.006)***

27.3 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this Contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.

27.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.

27.5 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the ***Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services*** – **(*Attachment "B"*)**, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.

27.6 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, TJJD, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received the Contract form all or part of the consideration.

27.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.

27.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.

27.9 The PROVIDER, prior to an employee being designated to provide services under this contract, agrees to allow TCJS to conduct a criminal background check and a child abuse registry check in the manner specific and in accordance with the Prison Rape Elimination Act and TJJD standards Certain employees may be prohibited from providing services to youth under this contract.

27.10 The PROVIDER agrees that any employee prior to providing services under this contract will be required to attend Orientation Training and Prison Rape Elimination Act Training provided by TCJS.

27.11 **Boycott of Israel Prohibited.** In compliance with Section 2271.001 et seq. of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.

27.12 **Scrutinized Business Operations Prohibited.** In compliance with Section 2252.151 et seq. of the Texas Government Code, PROVIDER warrants and represents that: (1) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither PROVIDER nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. PROVIDER further represents and warrants that neither PROVIDER nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

27.13 **Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited.** In compliance with Section 2274.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3).

27.14 **Boycott of Certain Energy Companies Prohibited.** In compliance with Section 2276.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) of the Texas Government Code.

28 LEGAL CONSTRUCTION

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

29 PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole and only Contract of the parties hereto and supersedes any prior understanding or written or oral Contract between the parties regarding the within subject matter.

30 AMENDMENTS

30.1 The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.

30.2 COUNTY may amend, modify or alter the terms of this Contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.

31 DISCLOSURE OF INTERESTED PARTIES

"Bettering Myself Within Counseling Center acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in **Attachment "C"**, with the Texas Ethics Commission as required by law".

32 ELECTRONIC SIGNATURES; FACSIMILE AND SCANNED COPIES; DUPLICATE ORGINALS; COUNTERPARTS; ADMISSIBILITY OF COPIES

Each party agrees that: (i) any electronic signature (if any), whether digital or encrypted, to this Agreement made by any party is intended to authenticate this Agreement and shall have the same force and effect as an original manual signature; and (ii) any signature to this Agreement by any party transmitted by facsimile or by electronic mail shall be valid and effective to bind that party so signing with the same force and effect as an original manual signature. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile or electronic transmission, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. This Agreement may be executed in multiple duplicate originals and all such duplicate originals shall be deemed to constitute one and the same instrument. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to constitute a single instrument. The parties agree that a true and correct copy of the original of this Agreement shall be admissible in a court of law in lieu of the original Agreement for all purposes of enforcement hereof.

EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the_____day of _____ , 2025, by Commissioners Court Order Number_____

TARRANT COUNTY
STATE OF TEXAS

X _____ 8-20-2025
Riley Shaw Date
Director of Juvenile Services
2701 Kimbo Road, Fort Worth, TX 76111

X _____ 8/20/2025
Alex Kim Date
Juvenile Board Interim Chairman
2701 Kimbo Rd., Fort Worth, TX 76111

COUNTY OF TARRANT
STATE OF TEXAS

_____
Tim O'Hare Date
County Judge

APPROVED AS TO FORM:

James Marvin Nichols
Criminal District Attorney's Office*

Bettering Myself Within Counseling Center

X La Kesha Washington 8/15/25
La Kesha Washington Date
Therapist
4701 Altamesa Blvd. Fort Worth, TX 76133

***CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF $136,000:**

$92,000 - 10000-2026/2610510000/569011
$44,000–Grant-2004/P0028-2026/2610510000/569011

CERTIFICATION OF
AVAILABLE FUNDS: $_____

_____
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.

RFP 2023-122 Out-Patient Treatment Services
for Juveniles with Sexual Behavior Problems

		Award
Evaluation Criteria	Max Points	**Bettering Myself Within Counseling Center Fort Worth, TX HUB - No**
Respondent's Profile	30	**7.69**
Proposed Program & Curriculum	30	**20.53**
References	10	**4.00**
Price	30	**30.00**
Total Score	100	**62.22**

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: **RFP No. 2023-122 - Annual Contract for Out-Patient Treatment Services for Juvenile with Sexual Behavior Problems - Juvenile Services - Bettering Myself Within Counseling Center - Exercise Second and Final Option for Renewal - Same Contract Terms**

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

   Yes_____ No __√__

2. Does the county action limit or restrict a real property right, even partially or temporarily?

   Yes_____ No __√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 16
Department: Purchasing	**Prepared By:** Teresa Ralls	**Approved By:** Christopher Lax, CPSM, CPSD, CPCP

SUBJECT:

Bid No. 2023-123 - Annual Contract for Urine, Hair Follicle, Nail and Sweat Patch Drug Testing - Juvenile Services - Close to Home Holdings, LLC d/b/a Integrity Health and Education - Exercise Second and Final Option for Renewal - Same Firm Fixed Prices

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve renewal of Bid No. 2023-123, Annual Contract for Urine, Hair Follicle, Nail and Sweat Patch Drug Testing, for the second and final optional twelve (12) month period at the same firm fixed prices.

BACKGROUND

On September 19, 2023, the Commissioners Court, through Court Order #141765, awarded Bid No. 2023-123 Annual Contract for Urine, Hair Follicle, Nail and Sweat Patch Drug Testing for Juvenile Services, to Close to Home Holdings, LLC d/b/a Integrity Health and Education.

The award was based upon low bid meeting specifications and contained options to renew for two (2) additional twelve (12) month periods.

On January 23, 2024, the Commissioners Court, through Court Order #142507, approved Amendment No. 1.

On October 1, 2024, the Commissioners Court, through Court Order #144024, approved the first renewal option.

On August 19, 2025, the Commissioners Court, through Court Order #145774, approved Amendment No. 2.

The Juvenile Court requires all youth on court-ordered supervision in the community to be drug tested at arrest. The Juvenile Court, at its discretion, orders youth to undergo hair follicle, nail, and sweat patch drug testing. Urine drug tests are routinely utilized by juvenile probation officers to monitor probationers' substance use and compliance with court orders.

The vendor notified Purchasing in writing that their prices will remain firm through September 30, 2026. Juvenile Services notified Purchasing in writing that they are pleased with the vendor and wants to renew. The Tarrant County Juvenile Services Board approved the contract renewal on August 20, 2025.

Therefore, it is the joint recommendation of Juvenile Services and Purchasing that the Commissioners Court approve renewal of Bid No. 2023-123, Annual Contract for Urine, Hair Follicle, Nail and Sweat Patch Drug Testing, for another twelve (12) month period.

The contract is attached for approval and signature. The District Attorney's Office reviewed this contract as to form.

FISCAL IMPACT

Expenses for the last twelve (12) months were $62,211.50. The department has requested funding in account 10000-2026 General Fund/ 2610110000 Juvenile Services/ 569011 Professional Services.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____
Auditor

Attachments

Agenda Link Backup.pdf

TARRANT COUNTY
Juvenile Services

RILEY SHAW
Director

RON LEWIS
Deputy Director

DATE: August 11, 2025

MEMO TO: Denona Lee
Integrity Health & Education

FROM: Riley Shaw
Director of Juvenile Services

SUBJECT: RFB 2023-123 – Urine, Hair Follicle, Nail, and Sweat Patch Drug Testing

The RFP referenced above provides for two (2) one-year options to renew the contract between Tarrant County Juvenile Services and your organization without additional competitive procurement proceedings. It is time to determine whether or not your agency desires to exercise the **second and final renewal** of RFB 2023-123 – Urine, Hair Follicle, Nail, and Sweat Patch Drug Testing.

If your agency is in agreement, Tarrant County would like to renew with your agency for the contract period of **October 1, 2025 – September 30, 2026**. All other terms and conditions of the current contract will remain in effect. Please check the appropriate box indicating your decision, sign, date, and return the document as indicated on the coversheet. If you choose to renew, please complete the agency contact information below so that we may update our records.

☒ **Yes, we wish to renew RFB 2023-123, this contract not to exceed the amount of $78,275.**
Integrity Health & Education

Denona Lee 8/12/2025
Authorized Official's Signature Date

☐ **No, our agency does not wish to renew this contract.**

Tarrant County Juvenile Services

8-18-25
Director of Juvenile Services Date

Agency Contact Information:

Printed Name: Denona Lee
Signature: Denona Lee
Title: Owner
Address: 109 S WOODROW LN, STE 500, DENTON, TX 76205
Agency Phone: (888) 350-9667 / 940-323-1973
Agency Fax:
Contact Email: www.integrityhealthed.com

Memorandum

To: Riley Shaw

Dept: Juvenile Services

From: Emily Salter, Sr. Contracts Administrator, Purchasing Department

Date: 7/30/2025

Re: Renewal of Bid No. 2023-123, Annual Contract for Urine, Hair Follicle, Nail, and Sweat Patch Drug Testing

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The above referenced contract will expire on September 30, 2025. This contract included two (2) options to renew with the vendor for additional twelve (12) month terms. The second and final renewal term would commence October 1, 2025 and would expire September 30, 2026.

If you wish to exercise this option to renew and continue this contract with the vendor listed below for twelve more months, please check the appropriate item and email this form back to me at ejsalter@tarrantcountytx.gov:

Close To Home Holdings, LLC d/b/a Integrity Health and Education

☑ Yes, I wish to continue the current contract with the above mentioned vendor for the first renewal term of the contract.

Funds to support this contract will be provided by the following accounts:

☐ No, I do not wish to continue the current contract with the above-mentioned vendor for the following reason(s).

SIGNATURE: _____ DATE: 8-12-2025

STATE OF TEXAS	§	**JUVENILE SERVICES CONTRACT**
	§	**WITH INTEGRITY HEALTH & EDUCATION**
	§	**FOR URINE, HAIR FOLLICLE, NAIL, AND**
COUNTY OF TARRANT	§	**SWEAT PATCH DRUG TESTING**

BACKGROUND

This Contract for services is between **Tarrant County, Texas**, hereinafter referred to as ("COUNTY"), and **Integrity Health & Education** hereinafter referred to as ("PROVIDER"), for the provision of drug testing services. The Commissioner Court finds that this Contract serves a public purpose to provide Urine, Hair Follicle, Nail and Sweat Patch Drug Testing under the jurisdiction of Tarrant County Juvenile Services, also referred to as ("TCJS").

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

PROVIDER agrees to perform/provide the following:

1.1 All services as described in the accepted bid (incorporated by reference) under RFB 2023-123;

1.2 Drug screening and confirmation by a certified laboratory for hair follicle, nail and sweat patch specimens;

1.3 Drug, synthetic and alcohol screening and confirmation by a certified laboratory for urine specimens;

1.4 The creatinine and specific gravity levels for the urine testing lab reports;

1.5 Individual lab results/reports via a secure communication;

1.6 Lab personnel and/or vendor assistance in interpretation of results as needed;

1.7 Sweat patch application and removal, and the collection of hair follicle, nail and sweat patch specimens;

1.8 Timely pick-up of urine and sweat patch specimens collected by TCJS for lab testing;

1.9 Specimen shipping bags and chain of custody forms with security seals, note urine specimens will remain single not split for shipping;

1.10 Professional, trained personnel adhering to strict application, collection, chain of custody, and laboratory testing standards;

1.11 A field representative available for phone contact, questions, direction, training, and to deliver supplies within 3 business days of request; and

1.12 Litigation assistance if needed.

2 TERM

This Contract begins on October 1, 2025 and concludes on September 30, 2026.

3 EVALUATION CRITERIA

3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.

3.2 COUNTY shall evaluate PROVIDER'S performance under this Contract according to the following specific performance goal/s:

3.2.1 Professional, accurate, and timely drug, synthetic and alcohol testing and reports by a certified laboratory; including provider adhering to strict application, collection, chain of custody and

laboratory testing standards.

3.3 COUNTY shall additionally evaluate PROVIDER by the following output measures:

3.3.1 # of urine samples laboratory tested;

3.3.2 # of hair follicle samples collected and laboratory tested;

3.3.3 # of nail samples collected and laboratory tested;

3.3.4 # of sweat patch samples collected and laboratory tested;

3.3.5 # of samples collected or picked up by vendor with no lab report to TCJS; and

3.3.6 # of samples collected with insufficient results in lab report.

3.4 COUNTY shall additionally evaluate PROVIDER by the following outcome measures:

3.4.1 90% of lab reports were available to TCJS within 2 business days of lab testing completion; and

3.4.2 Vendor was available for 95% of appointments.

4 COST

4.1 The COUNTY will pay no more than **$78,275** pursuant to this Contract. COUNTY will pay PROVIDER within thirty (30) days of invoice receipt when the PROVIDER satisfies the following conditions:

4.1.1 See Attachment A;

4.1.2 PROVIDER will send a monthly invoice to Tarrant County Juvenile Services, ATTN: Jeremy Burrell , 2701 Kimbo Road, Fort Worth, TX 76111;

4.1.3 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested; and

4.1.4 Each billing should contain a brief description of services provided and the rate of which services have been billed.

5 EXAMINATION AND RETENTION OF RECORDS

5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.

5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the children when deemed necessary.

5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

6 CONFIDENTIALITY OF RECORDS

Juvenile Records are expressly made confidential by law. PROVIDER shall maintain strict confidentiality of all information and records relating to the children and families served under this Contract, and shall not re-disclose any information except as required to perform the services described herein, or as may be required by law.

7 DUTY TO REPORT

7.1 As required by Texas Family Code Chapter 261, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four

(24) hours from the time the allegation is made or the incident occurs to all of the following:

7.1.1 Local Law enforcement agency with jurisdiction; and

7.1.2 Texas Juvenile Justice Department ("TJJD"), by submitting a TJJD Incident Report Form to abuseneglect@tjjd.texas.gov (or if unable to complete the form within 24 hours, then by calling 866-477-8354 followed by submitting the report within 24 hours of said call); and

7.1.3 TCJS to facsimile number 817-838-4646, and via phone call to 817-838-4643.

7.2 PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.

8 FINANCIAL RESPONSIBILITY

PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.

9 AGENCY-INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This Contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This Contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

10 ASSIGNMENT AND SUBCONTRACT

PROVIDER may not assign or subcontract any of its rights, duties, and/or obligations arising out of this Contract without prior written consent of COUNTY.

11 THIRD PARTY BENEFICIARY EXCLUDED

This Contract does not protect any specific third party. The intent of this Contract excludes the idea of a suit by a third party beneficiary.

12 DISCLOSURE OF INFORMATION

12.1 PROVIDER warrants that, prior to entering this Contract, it has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Chief Probation Officer at 817-838-4643:

12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;

12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;

12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct contact with juveniles;

12.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;

12.1.5 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;

12.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and

12.1.7 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past

ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct Contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of children being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

13 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all youth and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex religion, disability or national origin. PROVIDER shall abide by all applicable federal, state, and local laws and regulations.

14 OFFICIAL NOT TO BENEFIT

No officer, employee, or agent of COUNTY and no member of its governing body and no other public official of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Contract which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

15 COMPLIANCE WITH LAWS

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

16 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

16.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including but not limited to the obligation to pay, upon giving notice to the PROVIDER.

16.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

17 TERMINATION

17.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:

17.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or

17.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.

17.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.

17.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

18 DEFAULT

18.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:

18.11 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof;

18.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms; or

18.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty calendar (30) days.

18.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

19 LIQUIDATED DAMAGES

19.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this Contract.

19.2 In the event that this Contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this Contract term. PROVIDER also agrees to reimburse COUNTY for any monies paid for services not rendered by PROVIDER prior to the effective date of termination of this Contract.

20 NOTICE

Any notice or other writing required by this contract, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY
Mr. Riley Shaw
Director of Juvenile Services
2701 Kimbo Road
Fort Worth, Texas 76111

PROVIDER
Ms. Denona Lee
Integrity Health & Education
109 South Woodrow Lane, Sute 500
Denton, TX 76205

21 WAIVER OF SUBROGATION

PROVIDER expressly waives any and all rights it may have to subrogation for any claims or rights of its employees, agents, owners, officers, interns, volunteers or subcontractors against COUNTY. PROVIDER also waives any rights it may have to indemnification from COUNTY.

22 INDEMNIFICATION

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF PROVIDER, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS CONTRACT. PROVIDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS FOR ANY WRONGFUL OR NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF COUNTY OR TCJS'S AGENTS, EMPLOYEES OR SERVANTS ARISING FROM OR RELATED TO THIS CONTRACT FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

23 SOVEREIGN IMMUNITY

This Contract shall not be interpreted to inure to the benefit of a third party not a party to this Contract. This Contract 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 contract, party's agent, or party's employee, otherwise provided by law.

24 REPRESENTATION AND WARRANTIES

24.1 PROVIDER hereby represents and warrants the following:

24.1.1 That is has all necessary right, title, license and authority to enter into this Contract;

24.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;

24.1.3 That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Contract;

24.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations; and

24.1.5 That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both English and Spanish language versions of the following official notice forms that are available on the TJJD website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation.*

25 TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

26 VENUE

Exclusive venue for any litigation arising from this Contract shall be in Tarrant County, Texas.

27 MISCELLANEOUS PROVISIONS

27.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation by TJJD or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.

27.2 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate. ***(Attachment "B" - Family Code 231.006)***

27.3 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this Contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.

27.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.

27.5 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the ***Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services*** – (***Attachment "C"***), if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.

27.6 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, TJJD, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received the Contract form all or part of the consideration.

27.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.

27.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.

27.9 The PROVIDER, prior to an employee being designated to provide services under this contract, agrees to allow TCJS to conduct a criminal background check and a child abuse registry check in the manner specific and in accordance with the Prison Rape Elimination Act and TJJD standards Certain employees may be prohibited from providing services to youth under this contract.

27.10 **Boycott of Israel Prohibited.** In compliance with Section 2271.001 et seq. of the Texas Government Code, Vendor verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.

27.11 **Scrutinized Business Operations Prohibited.** In compliance with Section 2252.151 et seq. of the Texas Government Code, PROVIDER warrants and represents that: (1) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither PROVIDER nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. PROVIDER further represents and warrants that neither PROVIDER nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

27.12 **Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited.** In compliance with Section 2274.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3).

27.13 **Boycott of Certain Energy Companies Prohibited.** In compliance with Section 2276.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates currently boycott energy

companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) of the Texas Government Code.

27.14 The PROVIDER agrees that any employee prior to providing services under this contract will be required to attend Orientation Training and Prison Rape Elimination Act Training provided by TCJS.

28 LEGAL CONSTRUCTION

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

29 PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole and only contract of the parties hereto and supersedes any prior understanding or written or oral Contract between the parties regarding the within subject matter.

30 AMENDMENTS

30.1 The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.

30.2 COUNTY may amend, modify or alter the terms of this Contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.

31 DISCLOSURE OF INTERESTED PARTIES

"Integrity Health & Education acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in **Attachment "D"**, with the Texas Ethics Commission as required by law".

32 ELECTRONIC SIGNATURES; FACSIMILE AND SCANNED COPIES; DUPLICATE ORGINALS; COUNTERPARTS; ADMISSIBILITY OF COPIES

Each party agrees that: (i) any electronic signature (if any), whether digital or encrypted, to this Agreement made by any party is intended to authenticate this Agreement and shall have the same force and effect as an original manual signature; and (ii) any signature to this Agreement by any party transmitted by facsimile or by electronic mail shall be valid and effective to bind that party so signing with the same force and effect as an original manual signature. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile or electronic transmission, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. This Agreement may be executed in multiple duplicate originals and all such duplicate originals shall be deemed to constitute one and the same instrument. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to constitute a single instrument. The parties agree that a true and correct copy of the original of this Agreement shall be admissible in a court of law in lieu of the original Agreement for all purposes of enforcement hereof.

EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the_____day of _____ , 2025, by Commissioners Court Order Number_____

TARRANT COUNTY
STATE OF TEXAS

X 8-20-2025
Riley Shaw Date
Director of Juvenile Services
2701 Kimbo Road,
Fort Worth, TX 76111

X 8/20/2025
Alex Kim Date
Juvenile Board Interim Chairman
2701 Kimbo Road, Fort Worth, TX 76111

COUNTY OF TARRANT
STATE OF TEXAS

_____
Tim O'Hare Date
County Judge

APPROVED AS TO FORM:

James Marvin Nichols
Criminal District Attorney's Office*

Integrity Health & Education

X Denona Lee 8/12/2025
Denona Lee Date
Program Director
109 South Woodrow Lane, Suite 500
Denton, TX 76205

***CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF $78,275:**

CERTIFICATION OF
AVAILABLE FUNDS: $ _____

_____
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.

RFB 2023-123 Annual Contract for Urine, Hair Follicle, Nail, and Sweat Patch Drug Testing

			Award			
			Close to Home Holdings, LLC dba Integrity Health & Education Denton, TX HUB - Yes CO-OP - Yes		J & B Rapid Testing Crowley, TX HUB - No CO-OP - Yes	
Item	Type of Test Descriptions	Estimated Annual Quantity	**Unit Price**	**Ext Price**	Unit Price	Ext Price
1	Urine Standard Panel	40 - 80 Tests	**$ 52.50**	**$ 4,200.00**	$ 50.00	$ 4,000.00
2	Urine Alcohol Test	5 Tests	**$ 55.00**	**$ 275.00**	$ 60.00	$ 300.00
3	Urine Alcohol ETG Test	5 Tests	**$ 55.00**	**$ 275.00**	$ 60.00	$ 300.00
4	Urine Synthetic Cannabinoid Panel (K2/Spice)	0 - 10 Tests	**$ 42.00**	**$ 420.00**	$ 75.00	$ 750.00
5	Urine Designer Drug Panel (Bath Salts/Flakka/Etc.)	0 - 10 Tests	**$ 42.00**	**$ 420.00**	$ 75.00	$ 750.00
6	Hair Follicle Standard Panel	40 - 50 Tests	**$ 50.00**	**$ 2,500.00**	$ 120.00	$ 6,000.00
7	Hair Follicle Standard Panel with Expanded Opiate Selection	0 - 10 Tests	**$ 55.00**	**$ 550.00**	$ 130.00	$ 1,300.00
8	Hair Sample Collection by Bidder	40 - 60 Collections	**$ 100.00**	**$ 6,000.00**	$ 50.00	$ 3,000.00
9	Nail Bed Standard Panel	30 - 40 Tests	**$ 50.00**	**$ 2,000.00**	$ 310.00	$ 12,400.00
10	Nail Bed Standard Panel with Expanded Opiate Selection	0 - 10 Tests	**$ 260.00**	**$ 2,600.00**	$ 365.00	$ 3,650.00
11	Nail Sample Collection by Bidder	30 - 50 Collections	**$ 100.00**	**$ 5,000.00**	$ 50.00	$ 2,500.00
12	Sweat Patch Standard Panel	150 - 200 Tests	**$ 55.00**	**$ 11,000.00**	$ 65.00	$ 13,000.00
13	Sweat Patch Standard Panel with Expanded Opiate Selection	0 - 10 Tests	**$ 65.00**	**$ 650.00**	$ 90.00	$ 900.00

RFB 2023-123 Annual Contract for Urine, Hair Follicle, Nail, and Sweat Patch Drug Testing

Award

			Close to Home Holdings, LLC dba Integrity Health & Education Denton, TX HUB - Yes CO-OP - Yes		J & B Rapid Testing Crowley, TX HUB - No CO-OP - Yes	
Item	Type of Test Descriptions	Estimated Annual Quantity	**Unit Price**	**Ext Price**	Unit Price	Ext Price
14	Sweat Patch Standard Panel with Fentanyl Selection	0 - 10 Tests	**$ 85.00**	**$ 850.00**	$ 90.00	$ 900.00
15	Sweat Patch Appointment	150 - 220 Appointments	**$ 40.00**	**$ 8,800.00**	$ 50.00	$ 11,000.00
16	Sweat Patch Lost by Client	10 - 30 Patches	**$ 55.00**	**$ 1,650.00**	$ 40.00	$ 1,200.00
17	Fee for Client No Show for Scheduled Appointment	30 - 60 Appointments	**$ 25.00**	**$ 1,500.00**	$ 25.00	$ 1,500.00
18	Litigation Assistance	0 - 2 Sessions	**$ 175.00**	**$ 350.00**	$ 300.00	$ 600.00
Bid Total			**$**	**49,040.00**	$	64,050.00

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Bid No2023-123 - Annual Contract for Urine, Hair Follicle, Nail and Sweat Patch Drug Testing – Juvenile Servies – Close to Home Holdings, LLC d/b/a Integrity Health and Education - Exercise Second Option for Renewal - Same Firm Fixed Prices

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

   Yes_____ No __√__

2. Does the county action limit or restrict a real property right, even partially or temporarily?

   Yes_____ No __√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

****

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 65
Department: Purchasing	**Prepared By:** Elizabeth Callarman	**Approved By:** Christopher Lax, CPSM, CPSD, CPCP

SUBJECT:

RFQ No. 2023-141 - Annual Contract for Juvenile Forensic Assessment Services - Juvenile Services - Various Vendors - Exercise Second and Final Option for Renewal - Same Contract Terms

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve renewal of RFQ No. 2023-141, Annual Contract for Juvenile Forensic Assessment Services, for the second and final optional twelve (12) month period at the same contract terms and approve contract.

BACKGROUND

On September 19, 2023, the Commissioners Court, through Court Order #141766, awarded RFQ No.2023-141, Annual Contract for Juvenile Forensic Assessment Services, for Juvenile Services, to the following vendors:

Monica Jeter, Psy.D.
Lara Hastings, PsyD PA
DFW Mental Healthcare Services, PLLC
Balance Forensic and General Psychological Services, Inc.
Parnell Ryan, Ph.D.

The awards were based upon evaluation criteria set forth in the RFQ specifications and contained options to renew for two (2) additional twelve (12) month periods.

On September 17, 2024, the Commissioners Court, through Court Order #143919, approved the first renewal option.

The purpose of this contract is for the provision of psychological evaluations and forensic assessment services for clients supervised by Tarrant County Juvenile Services and/or under jurisdiction of the 323rd District Court. These services include standard evaluations for out-of-home placement and treatment recommendations, fitness to proceed, lack of responsibility for conduct, psychosexual evaluations, and discretionary transfers (adult certification) for juveniles pending court dispositions.

The vendors notified Purchasing in writing that they will extend the same contract terms through September 30, 2026. Juvenile Services notified Purchasing in writing that they are pleased with the vendor and want to renew. The 323rd District Court approved the contract renewal on August 21, 2025.

Therefore, it is the joint recommendation of Juvenile Services, the 323rd District Court, and Purchasing that the Commissioners Court approve renewal of RFQ No. 2023-141, Annual Contract for Juvenile Forensic Assessment Services, for final twelve (12) month period.

The contract is attached for approval and signature. The District Attorney's Office reviewed this contract as to form.

FISCAL IMPACT

Funding is requested in the FY26 budget in the amount of $155,000.00 in account 10000-2026 General Fund/4132500000 323rd District Court/585143 Psych Exams-Testimony.

Attachments

BinderJuvenileForensicAssessmentServices 2025.pdf

TARRANT COUNTY
JUVENILE SERVICES

RILEY SHAW
Director

RON LEWIS
Deputy Director

DATE: August 25, 2025

MEMO TO: Monica Jeter, Psy.D.

FROM: Riley Shaw
Director of Juvenile Services

SUBJECT: RFQ 2023-141 - **Psychological Services**

The RFP referenced above provides for two (2) one-year options to renew the contract between Tarrant County Juvenile Services and your organization without additional competitive procurement proceedings. It is time to determine whether or not your agency desires to exercise the second and final renewal option of RFQ 2023-141 - Psychological Services.

If your agency is in agreement, Tarrant County would like to renew with your agency for the contract period of **October 1, 2025 through September 30, 2026**. All other terms and conditions of the current Pschological Services contract will remain in effect. Please check the appropriate box indicating your decision, sign, date, and return the document as indicated on the coversheet. If you choose to renew, please complete the agency contact information below so that we may update our records.

☒ **Yes, we wish to renew 2023-141 Psychological Services not to exceed the amount of $155,000.**

☐ **No, our agency does not wish to renew this contract.**

Monica Jeter, Psy.D 8/27/25
Authorized Official's Signature Date

Tarrant County Juvenile Services
323rd District Court 8/28/25
Date

Agency Contact Information:

Printed Name: Monica Jeter, Psy. D.
Signature: Monica Jeter, Psy.D
Title: Psychologist
Address: 4270 Cuesta Dr., Irving, TX 75038
Agency Phone: (469) 586-8641
Agency Fax: N/A
Contact Email: mjeterjohnson@hotmail.com

TARRANT COUNTY
JUVENILE SERVICES

RILEY SHAW
Director

RON LEWIS
Deputy Director

DATE: August 25, 2025

MEMO TO: Lara Hastings PsyD PA

FROM: Riley Shaw
Director of Juvenile Services

SUBJECT: RFQ 2023-141 - Psychological Services

The RFP referenced above provides for two (2) one-year options to renew the contract between Tarrant County Juvenile Services and your organization without additional competitive procurement proceedings. It is time to determine whether or not your agency desires to exercise the second and final renewal option of RFQ 2023-141 - Psychological Services.

If your agency is in agreement, Tarrant County would like to renew with your agency for the contract period of **October 1, 2025 through September 30, 2026.** All other terms and conditions of the current Psychological Services contract will remain in effect. Please check the appropriate box indicating your decision, sign, date, and return the document as indicated on the coversheet. If you choose to renew, please complete the agency contact information below so that we may update our records.

☑ **Yes, we wish to renew 2023-141 Psychological Services not to exceed the amount of $155,000.**

☐ **No, our agency does not wish to renew this contract.**

Authorized Official's Signature 08/27/25 Date

Tarrant County Juvenile Services

323rd District Court 8.28.25 Date

Agency Contact Information:

Printed Name: Lara Hastings

Signature:

Title: President/Provider

Address: 15851 Dallas Pkwy, Ste 600 Addison, TX 75001

Agency Phone: 972-365-5921

Agency Fax: --

Contact Email: lara@onsitepsychologicals.com

TARRANT COUNTY
JUVENILE SERVICES

RILEY SHAW
Director

RON LEWIS
Deputy Director

DATE: August 25, 2025

MEMO TO: **DFW Mental Healthcare Services, PLLC**

FROM: Riley Shaw
Director of Juvenile Services

SUBJECT: RFQ 2023-141 - **Psychological Services**

The RFP referenced above provides for two (2) one-year options to renew the contract between Tarrant County Juvenile Services and your organization without additional competitive procurement proceedings. It is time to determine whether or not your agency desires to exercise the second and final renewal option of RFQ 2023-141 - Psychological Services.

If your agency is in agreement, Tarrant County would like to renew with your agency for the contract period of **October 1, 2025 through September 30, 2026.** All other terms and conditions of the current Psychological Services contract will remain in effect. Please check the appropriate box indicating your decision, sign, date, and return the document as indicated on the coversheet. If you choose to renew, please complete the agency contact information below so that we may update our records.

☑ **Yes, we wish to renew 2023-141 Psychological Services not to exceed the amount of $155,000.**

☐ **No, our agency does not wish to renew this contract.**

Lisa Bellah, PhD 8/26/25
Authorized Official's Signature Date

Tarrant County Juvenile Services
323rd District Court 8/28/25
Date

Agency Contact Information:

Printed Name: Lisa Bellah, PhD
Signature: Lisa Bellah, PhD
Title: Licensed Psychologist
Address: 4500 Mercantile Plaza Dr. Ste 300 Fort Worth, TX 76137
Agency Phone: 800-377-0998
Agency Fax: 800-377-0998
Contact Email: administrator@dfwpsychology.com

TARRANT COUNTY
JUVENILE SERVICES

RILEY SHAW
Director

RON LEWIS
Deputy Director

DATE: August 25, 2025

MEMO TO: Balance Forensic & General Psychological Services, Inc.

FROM: Riley Shaw
Director of Juvenile Services

SUBJECT: RFQ 2023-141 - Psychological Services

The RFP referenced above provides for two (2) one-year options to renew the contract between Tarrant County Juvenile Services and your organization without additional competitive procurement proceedings. It is time to determine whether or not your agency desires to exercise the second and final renewal option of RFQ 2023-141 - Psychological Services.

If your agency is in agreement, Tarrant County would like to renew with your agency for the contract period of **October 1, 2025 through September 30, 2026**. All other terms and conditions of the current Psychological Services contract will remain in effect. Please check the appropriate box indicating your decision, sign, date, and return the document as indicated on the coversheet. If you choose to renew, please complete the agency contact information below so that we may update our records.

☒ **Yes, we wish to renew 2023-141 Psychological Services not to exceed the amount of $155,000.**

☐ **No, our agency does not wish to renew this contract.**

Tarrant County Juvenile Services

Jim Womack 8-28-25
Authorized Official's Signature Date

323rd District Court 8.28.25
Date

Agency Contact Information:

Printed Name: Jim Womack

Signature: Jim Womack, Ph.D.

Title: Psychologist

Address: 910 Collier St. STE 202 Ft. Worth, TX 76102

Phone: 817-917-1068 / 817-366-3577

Agency Fax: N/A

Contact Email: jwomack@balanceforensic.com

eFallis

TARRANT COUNTY
JUVENILE SERVICES

RILEY SHAW
Director

RON LEWIS
Deputy Director

DATE: August 25, 2025

MEMO TO: Dr. Parnell Ryan

FROM: Riley Shaw
Director of Juvenile Services

SUBJECT: RFQ 2023-141 - Psychological Services

The RFP referenced above provides for two (2) one-year options to renew the contract between Tarrant County Juvenile Services and your organization without additional competitive procurement proceedings. It is time to determine whether or not your agency desires to exercise the second and final renewal option of RFQ 2023-141 - Psychological Services.

If your agency is in agreement, Tarrant County would like to renew with your agency for the contract period of **October 1, 2025 through September 30, 2026**. All other terms and conditions of the current Psychological Services contract will remain in effect. Please check the appropriate box indicating your decision, sign, date, and return the document as indicated on the coversheet. If you choose to renew, please complete the agency contact information below so that we may update our records.

☑ **Yes, we wish to renew 2023-141 Psychological Services not to exceed the amount of $155,000.**

☐ **No, our agency does not wish to renew this contract.**

Parnell Ryan 8/26/25
Authorized Official's Signature Date

Tarrant County Juvenile Services
323rd District Court 8/28/25
Date

Agency Contact Information:

Printed Name: Parnell Ryan
Signature: Parnell Ryan
Title: LICENSED PSYCHOLOGIST
Address: 3609 SMITH BARRY RD STE 150 PANTEGO TX 76013
Agency Phone: 682-551-4729
Agency Fax: 855-205-0626
Contact Email: parnell.ryan.phd@sbcglobal.net

Memorandum

To: Riley Shaw

Dept: Juvenile Services

From: Emily Salter, Senior Contracts Administrator, Purchasing Department

Date: 8/27/2025

Re: Renewal of RFQ 2023-141, Annual Contract for Juvenile Forensic Assessment Services

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The above referenced contract will expire on September 30, 2025. This contract included two (2) options to renew with the vendor for additional twelve (12) month terms. The second and final renewal term would commence October 1, 2025 and would expire September 30, 2026.

If you wish to exercise this option to renew and continue this contract with the vendors listed below for twelve more months, please check the appropriate item and email this form back to me at ejsalter@tarrantcountytx.gov

Monica Jeter, Psy.D.
Lara Hastings, PsyD PA
DFW Mental Healthcare Services, PLLC
Balance Forensic and General Psychological Services, Inc.
Parnell Ryan, Ph.D.

☑ Yes, I wish to continue the current contract with the above mentioned vendors for the first renewal term of the contract.

Funds to support this contract will be provided by the following accounts:

10000-2026 General Fund / 4132500000 323rd District Court / 585143 Psych Exam/Testimony

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☐ No, I do not wish to continue the current contract with the above-mentioned vendors for the following reason(s).

SIGNATURE: _____ DATE: 8-28-2025

RFQ 2023-141 JUVENILE FORENSIC ASSESMENT SERVICES

Vendors Awarded

1. Monica Jeter, Psy.D.
2. Lara Hastings, PsyD PA
3. DFW Mental Healthcare Services, PLLC
4. Balance Forensic and General Psychological Services Inc.
5. Parnell Ryan, Ph.D.

STATE OF TEXAS	§	**323RD DISTRICT COURT CONTRACT**
	§	**FOR JUVENILE FORENSIC**
	§	**ASSESSMENT SERVICES WITH**
COUNTY OF TARRANT	§	**MONICA JETER, PSY.D.**

BACKGROUND

This Contract for services is between **Tarrant County, Texas**, hereinafter referred to as ("COUNTY"), and **Monica Jeter, Psy.D.**, hereinafter referred to as ("PROVIDER"), for the provision of **Juvenile Forensic Assessment Services**. The Commissioners Court finds that this Contract serves a public purpose for the provision of providing forensic assessment services for clients supervised by Tarrant Juvenile Services and/or under jurisdiction of the 323rd District Court.

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

PROVIDER agrees to the following:

1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2023-141.

1.2 PROVIDER agrees to conduct the following assessments for COUNTY:

1.2.1 Standard Evaluation

1.2.2 Fitness to Proceed Evaluation

1.2.3 Psychosexual Evaluation

1.2.4 Discretionary Transfer (Adult Certification)

1.3 The Standard Psychological Evaluation should provide information about a youth's diagnosis, treatment needs and/or level of intellectual functioning. Given the prevalence of adverse childhood experiences, substance abuse, and learning difficulties contributing to emotional and behavioral issues among the juvenile justice population, these domains should be thoroughly assessed. The results of the evaluation are needed to assist in disposition decisions by the court or in case planning in order to provide the most appropriate interventions available while the youth is being served by the probation department. This type of evaluation should not include inquiry or discussion of any pending offenses with the youth. In order to answer the referral question, the psychological evaluation will typically need to include the following:

1.3.1 Clinical interview with youth;

1.3.2 Clinical interview with parent/guardian

1.3.3 Collateral contacts where possible (e.g., contact with therapists or probation officers, etc.);

1.3.4 Comprehensive assessment of intellectual abilities (e.g., WISC-V or RIAS-2));

1.3.5 Estimate of academic achievement (e.g., WRAT-4 including all subtests);

1.3.6 Personality assessment and problem-specific measures, as appropriate;

1.3.7 DSM-5 diagnostic formulation, including any substance abuse diagnoses;

1.3.8 Treatment recommendations including the recommended type of treatment and most appropriate level of care (e.g., outpatient, residential, etc..) as well as prognosis (including identification of any individual or systemic issues that may impact treatment planning, as well as recommendations to address potential barriers to treatment); and

1.3.9 If the youth has a history of arson, the evaluation should also include an opinion on the youth's propensity for future fire-setting as well as an explanation of the basis for the opinion.

1.4 Specialized evaluations require specialized skills or credentials of the evaluator as well as often requiring variations in the assessment procedures or use of specialized assessment tools. It is expected that clinicians will address the specific referral questions according to current professional standards of practice.

1.4.1 Fitness to Proceed Evaluations – The purpose of evaluation is to determine if the child has a mental illness or intellectual disability that interferes with his/her "capacity to understand the proceeding in juvenile court or to assist in the child's own defense" (Texas Family Code §55.31). Evaluations must consider relevant factors required in Texas Family Code 55.31 (d) and report must comply with requirements in 55.31 (e). Traditional assessment measures may be needed to establish diagnoses but will not be sufficient to answer the specific forensic question;

1.4.2 Lack of Responsibility for Conduct – Evaluation is to determine if, at the time of alleged offenses was committed, the youth lacked the substantial capacity to appreciate the wrongfulness of the conduct or to conform his/her conduct to the requirements of the law (Texas Family Code §55.51) as a result of mental illness or intellectual disability. Traditional assessment measures may be needed to establish diagnoses but will not be sufficient to answer the specific forensic question. Specific interview questions or specialized assessment measures focused on issues related to responsibility for conduct are necessary; and

1.4.3 Psychosexual Evaluations – Evaluation is to determine the youth's risk for sexual recidivism and to provide a recommendation to the court and the most appropriate type and intensity of intervention. Evaluation typically requires all components of the standard psychological evaluation described above as well as specific assessment of risk factors associated with sexual recidivism. Protective factors in the youth and/or family should also be identified and included in the evaluation results.

1.5 Discretionary Transfer (Certification) Evaluations - Evaluations are requested in order to assist the court in cases where a petition for Discretionary Transfer to Criminal Court (Texas Family Code §54.02) has been filed. The primary questions to be answered in these evaluations are related to the level of sophistication and maturity of the child, the level of risk the child poses to the community and the child's amenability to treatment within the juvenile system. This typically requires all components of the standard psychological evaluation above, as well as more extensive collateral contacts and specific forensic measures related to risk of re-offending and treatment amenability.

1.6 Bilingual Evaluations- Assessments of a youth whose primary language is not English. The specific referral question could fall into any of the other categories. It is preferable that these evaluations be conducted fully in the youth's primary language, including the use of assessment measures validated for use with non-English speaking populations.

1.7 PROVIDER will conduct assessments at the Juvenile Center at 2701 Kimbo Road, unless otherwise specified. COUNTY will provide all available client background information as well as the specific reason for referral prior to the scheduled evaluation.

1.8 PROVIDER agrees to general reports sections and appropriate sub-headings within these sections as follows:

1.8.1 Reason for Referral;

1.8.2 Assessment Procedures/Sources of Information;

1.8.3 Background information includes the following:

1.8.3.1 Identifying data and family history;

1.8.3.2 History of Presenting Problems;

1.8.3.3 Developmental and Medical History;

1.8.3.4 Psychiatric Treatment History;

1.8.3.5 Academic History;

1.8.3.6 Legal History; and

1.8.3.7 Substance Abuse History.

1.8.4 Behavioral Observations;

1.8.5 Test Results includes the following:

1.8.5.1 Intelligence / Cognitive Testing

1.8.5.2 Academic Achievement Testing

1.8.5.3 Emotional / Personality Testing

1.8.5.4 Any other specific categories included

1.8.6 DSM-5 Diagnosis; and

1.8.7 Summary and Recommendations should include the following:

1.8.7.1 Recommendations should be numbered or bulleted.

1.8.7.2 Appropriate interventions and described type(s) of intervention and appropriate level of intensity, rather than naming specific programs. If PROVIDER determines that it is unlikely that the type of intervention is available, notation of such should be included in the report.

1.9 The PROVIDER may utilize supervised clinicians to conduct a portion of the testing, provided that the PROVIDER meets directly with the juvenile and PROVIDER is responsible for the evaluation and final report, including any required courtroom testimony. Final reports should specify any portion of the evaluation conducted by supervised clinician as well as providing the name, title and credentials of that person.

1.10 Once PROVIDER submits to COUNTY the report, any further consultation services must be facilitated through COUNTY.

2 TERM

This Contract begins on October 1, 2025, and concludes on September 30, 2026.

3 EVALUATION CRITERIA

3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.

3.2 COUNTY shall additionally evaluate PROVIDER by the following output measures:

3.2.1 Number of evaluations performed.

3.3 COUNTY shall further evaluate PROVIDER by the following outcome measures:

3.3.1 95% of evaluations scheduled were able to obtain substantial engagement of the youth in the evaluation process resulting in valid findings;

3.3.2 90% of evaluations performed were completed within agreed time frames;

3.3.3 90% of evaluations completed comprehensively addressed the reason for "referral" without the need for addenda;

3.3.4 90% of evaluations materials used relied on empirically-validated, up-to-date, test materials;

3.3.5 98% of evaluations scheduled were completed at agreed location.

4 COST

4.1 The COUNTY will pay PROVIDER no more than an amount of **$155,000** annually, pursuant to this Contract. COUNTY will pay PROVIDER within 30 days of invoice receipt when the PROVIDER satisfies the following conditions:

4.1.1 COUNTY will reimburse PROVIDER based on the following fee schedule:

4.1.2 Standard Psychological Evaluations..... $700

4.1.3 Specialized Psychological Evaluations $800
4.1.3.1 Fitness to Proceed Evaluations
4.1.3.2 Lack of Responsibility for Conduct Evaluations
4.1.3.3 Psychosexual Evaluations
4.1.4 Discretionary Transfer (Adult Certification) Evaluations $900
4.1.5 Bilingual Evaluations $200
(add-on fee to all the above evaluations)

4.1.6 Services that are provided beyond the evaluation services outlined above, such as court testimony, consultation, or offering opinions based on records reviews, should be invoiced according to standard units of service or hourly rates. Providers seeking higher payment for an evaluation due to a high volume of records to be reviewed or other complicating matters should seek prior approval from the department to bill this additional time at the standard unit of service or hourly rate. The department may also be invoiced for actual time spent in the case of youth who do not appear for their appointments.

4.1.7 PROVIDER may invoice the department for services provided on a per service or monthly basis. The invoice should include the name of the person evaluated, date of service, type of evaluation administered, and amount owed. PROVIDER will send invoices to Tarrant County Juvenile Services, ATTN: Jennifer Batten, 2701 Kimbo Road, Fort Worth, TX 76111

4.1.8 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested.

5 EXAMINATION AND RETENTION OF RECORDS

5.1 The PROVIDER shall ensure that its staff, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.

5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interview and the administration of questionnaires to the staff of PROVIDER and the children when deemed necessary.

5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

6 CONFIDENTIALITY OF RECORDS

PROVIDER shall maintain strict confidentiality of all information and records relating to juveniles and shall not re-disclose the information except as required to perform the services pursuant to this Contract, or as may be required by law.

7 DUTY TO REPORT

7.1 As required by Texas Family Code Chapter 261, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made or the incident occurs to all of the following:

7.1.1 Local Law enforcement agency with jurisdiction; and

7.1.2 Texas Juvenile Justice Department ("TJJD"), by submitting a TJJD Incident Report Form to abuseneglect@tjjd.texas.gov (or if unable to complete the form within 24 hours, then by calling 866-477-8354 followed by submitting the report within 24 hours of said call); and

7.1.3 TCJS to facsimile number 817+838-4646, and via phone call to 817-838-4643.

7.2 PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.

8 FINANCIAL RESPONSIBILITY

PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.

9 AGENCY-INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This Contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This Contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

10 ASSIGNMENT AND SUBCONTRACT

PROVIDER may not assign or subcontract any of its rights, duties, and/or obligations arising out of this Contract without prior written consent of COUNTY.

11 THIRD PARTY BENEFICIARY EXCLUDED

This Contract does not protect any specific third party. The intent of this Contract excludes the idea of a suit by a third party beneficiary.

12 DISCLOSURE OF INFORMATION

12.1 PROVIDER warrants that, prior to entering this Contract, it has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Chief Probation Officer at 817-838-4643:

12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities,

12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles,

12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct contact with juveniles,

12.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY,

12.1.5 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator,

12.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and

12.1.7 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of children being served under this contract precludes such individual from being placed in a position that involves direct contact with juveniles.

13 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all youth and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex religion, disability or national origin. PROVIDER shall abide by all applicable federal, state, and local laws and regulations.

14 OFFICIAL NOT TO BENEFIT

No officer, employee, or agent of COUNTY and no member of its governing body and no other public official of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this contract which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

15 COMPLIANCE WITH LAWS

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

16 TERMINATION

16.1 Either party may terminate this Contract by:

16.1.1 Providing written notice to the other party at least thirty (30) days prior to the intended date of termination,

16.1.2 Providing, in the written notice, the date of termination; and

16.1.3 Sending the written notice by certified mail, return receipt requested to the party at its address listed herein.

16.2 If at any time during the term of this Contract COUNTY, in its sole discretion, determines that the safety of youth being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including but not limited to the obligation to pay, upon giving notice of the PROVIDER.

17 DEFAULT

17.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:

17.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or

17.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms.

17.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty (30) days.

17.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

18 LIQUIDATED DAMAGES

18.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this Contract.

18.2 In the event that this contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this contract term.

19 NOTICE

Any notice or other writing required by this contract, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY
Judge Alex Kim
323rd District Court
2701 Kimbo Rd.
Fort Worth, Texas 76111

PROVIDER
Monica Jeter, Psy.D.
4270 Cuesta Dr.
Irving, TX 75038
469-586-8641

20 WAIVER OF SUBROGATION

PROVIDER expressly waives any and all rights it may have to subrogation for any claims or rights of its employees, agents, owners, officers, interns, volunteers or subcontractors against COUNTY.

21 INDEMNIFICATION

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF PROVIDER, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS CONTRACT. PROVIDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS FOR ANY WRONGFUL OR NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF COUNTY OR TCJS' AGENTS, EMPLOYEES OR SERVANTS ARISING FROM OR RELATED TO THIS CONTRACT FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

22 SOVEREIGN IMMUNITY

This Contract shall not be interpreted to inure to the benefit of a third party not a party to this Contract. This Contract 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 contract, party's agent, or party's employee, otherwise provided by law.

23 REPRESENTATION AND WARRANTIES

23.1 PROVIDER hereby represents and warrants the following:

23.1.1 That is has all necessary right, title, license and authority to enter into this Contract,

23.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof,

23.1.3 That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Contract;

23.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations; and

23.1.5 That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both English and Spanish language versions of the following official notice forms that are available on the TJJD website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation.*

24 TEXAS LAW TO APPLY

This contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

25 VENUE

Exclusive venue for any litigation arising from this contract shall be in Tarrant County, Texas.

26 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

26.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation by TJJD or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this contract.

26.2 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this contract is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certificate is inaccurate. ***(Attachment "A" - Family Code 231.006)***

26.3 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.

26.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.

26.5 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the ***Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services*** – (***Attachment "B"***), if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.

26.6 PROVIDER understands that the acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received the contract form all or part of the consideration.

26.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.

26.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.

26.9 The PROVIDER, prior to an employee being designated to provide services under this contract, agrees to allow TCJS to conduct a criminal background check and a child abuse registry check in the manner specific and in accordance with the Prison Rape Elimination Act and TJJD standards. Certain employees may be prohibited from providing services to youth under this contract.

26.10 The PROVIDER agrees that any employee prior to providing services under this contract will be required to attend Orientation Training and Prison Rape Elimination Act Training provided by TCJS.

26.11 **Boycott of Israel Prohibited**. In compliance with Section 2271.001 et seq. of the Texas Government Code, Vendor verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.

26.12 **Scrutinized Business Operations Prohibited**. In compliance with Section 2252.151 et seq. of the Texas Government Code, PROVIDER warrants and represents that: (1) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither PROVIDER nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. PROVIDER further represents and warrants that neither PROVIDER nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

26.13 **Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited**. In compliance with Section 2274.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3).

26.14 **Boycott of Certain Energy Companies Prohibited**. In compliance with Section 2276.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) of the Texas Government Code.

27 LEGAL CONSTRUCTION

In case any one or more of the provisions contained in the contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

28 PRIOR AGREEMENTS SUPERSEDED

This contract constitutes the sole and only contract of the parties hereto and supersedes any prior understanding or written or oral contract between the parties regarding the within subject matter.

29 AMENDMENTS

29.1 The parties may amend this contract by subsequent written amendments. The parties will not amend this contract orally.

29.2 COUNTY may amend, modify or alter the terms of this contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVDER declines to accept changes made by COUNTY, PROVIDER may terminate this contract subject to the conditions herein.

30 DISCLOSURE OF INTERESTED PARTIES

"Monica Jeter, Psy.D. acknowledges and agrees that he has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in **Attachment "C"**, with the Texas Ethics Commission as required by law".

31 ELECTRONIC SIGNATURES; FACSIMILE AND SCANNED COPIES; DUPLICATE ORGINALS; COUNTERPARTS; ADMISSIBILITY OF COPIES

Each party agrees that: (i) any electronic signature (if any), whether digital or encrypted, to this Agreement made by any party is intended to authenticate this Agreement and shall have the same force and effect as an original manual signature; and (ii) any signature to this Agreement by any party transmitted by facsimile or by electronic mail shall be valid and effective to bind that party so signing with the same force and effect as an original manual signature. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile or electronic transmission, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. This Agreement may be executed in multiple duplicate originals and all such duplicate originals shall be deemed to constitute one and the same instrument. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to constitute a single instrument. The parties agree that a true and correct copy of the original of this Agreement shall be admissible in a court of law in lieu of the original Agreement for all purposes of enforcement hereof.

EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the_____day of _____ , 2025, by Commissioners Court Order Number_____

TARRANT COUNTY
STATE OF TEXAS

X _____ 8/28/25
Alex Kim Date
323rd District Court
2701 Kimbo Road, Fort Worth, TX 76111

Monica Jeter, Psy.D.

X _____ 8/26/25
Monica Jeter, Psy.D. Date
4270 Cuesta Dr.
Irving, TX 75038

COUNTY OF TARRANT
STATE OF TEXAS

_____
Tim O'Hare Date
County Judge

APPROVED AS TO FORM:

James Marvin Nichols
Criminal District Attorney's Office*

***CERTIFICATION OF AVAILABLE FUNDS FOR CONTRACTS AS A WHOLE IS NOT TO EXCEED THE AMOUNT OF $155,000:**

***$155,000 contingent upon Commissioners Court approval of Fiscal Year 2026 Operating Budget**

10000-2026/4132500000/585143

CERTIFICATION OF
AVAILABLE FUNDS: $_____

_____
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.

STATE OF TEXAS	§	**323RD DISTRICT COURT CONTRACT**
	§	**FOR JUVENILE FORENSIC**
	§	**ASSESSMENT SERVICES WITH**
COUNTY OF TARRANT	§	**Lara Hastings PsyD PA**

BACKGROUND

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and Lara Hastings PsyD PA, hereinafter referred to as ("PROVIDER"), for the provision of Juvenile Forensic Assessment Services. The Commissioners Court finds that this Contract serves a public purpose for the provision of providing forensic assessment services for clients supervised by Tarrant Juvenile Services and/or under jurisdiction of the 323rd District Court.

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

PROVIDER agrees to the following:

1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2023-141.

1.2 PROVIDER agrees to conduct the following assessments for COUNTY:

1.2.1 Standard Evaluation

1.2.2 Fitness to Proceed Evaluation

1.2.3 Psychosexual Evaluation

1.3 The Standard Psychological Evaluation should provide information about a youth's diagnosis, treatment needs and/or level of intellectual functioning. Given the prevalence of adverse childhood experiences, substance abuse, and learning difficulties contributing to emotional and behavioral issues among the juvenile justice population, these domains should be thoroughly assessed. The results of the evaluation are needed to assist in disposition decisions by the court or in case planning in order to provide the most appropriate interventions available while the youth is being served by the probation department. This type of evaluation should not include inquiry or discussion of any pending offenses with the youth. In order to answer the referral question, the psychological evaluation will typically need to include the following:

1.3.1 Clinical interview with youth;

1.3.2 Clinical interview with parent/guardian

1.3.3 Collateral contacts where possible (e.g., contact with therapists or probation officers, etc.);

1.3.4 Comprehensive assessment of intellectual abilities (e.g., WISC-V or RIAS-2));

1.3.5 Estimate of academic achievement (e.g., WRAT-4 including all subtests);

1.3.6 Personality assessment and problem-specific measures, as appropriate;

1.3.7 DSM-5 diagnostic formulation, including any substance abuse diagnoses;

1.3.8 Treatment recommendations including the recommended type of treatment and most appropriate level of care (e.g., outpatient, residential, etc..) as well as prognosis (including identification of any individual or systemic issues that may impact treatment planning, as well as recommendations to address potential barriers to treatment); and

1.3.9 If the youth has a history of arson, the evaluation should also include an opinion on the youth's propensity for future fire-setting as well as an explanation of the basis for the opinion.

1.4 Specialized evaluations require specialized skills or credentials of the evaluator as well as often requiring variations in the assessment procedures or use of specialized assessment tools. It is expected that clinicians will address the specific referral questions according to current professional standards of practice.

1.4.1 Fitness to Proceed Evaluations – The purpose of evaluation is to determine if the child has a mental illness or intellectual disability that interferes with his/her "capacity to understand the proceeding in juvenile court or to assist in the child's own defense" (Texas Family Code §55.31). Evaluations must consider relevant factors required in Texas Family Code 55.31 (d) and report must comply with requirements in 55.31 (e). Traditional assessment measures may be needed to establish diagnoses but will not be sufficient to answer the specific forensic question;

1.4.2 Lack of Responsibility for Conduct – Evaluation is to determine if, at the time of alleged offenses was committed, the youth lacked the substantial capacity to appreciate the wrongfulness of the conduct or to conform his/her conduct to the requirements of the law (Texas Family Code §55.51) as a result of mental illness or intellectual disability. Traditional assessment measures may be needed to establish diagnoses but will not be sufficient to answer the specific forensic question. Specific interview questions or specialized assessment measures focused on issues related to responsibility for conduct are necessary; and

1.4.3 Psychosexual Evaluations – Evaluation is to determine the youth's risk for sexual recidivism and to provide a recommendation to the court and the most appropriate type and intensity of intervention. Evaluation typically requires all components of the standard psychological evaluation described above as well as specific assessment of risk factors associated with sexual recidivism. Protective factors in the youth and/or family should also be identified and included in the evaluation results.

1.5 Discretionary Transfer (Certification) Evaluations - Evaluations are requested in order to assist the court in cases where a petition for Discretionary Transfer to Criminal Court (Texas Family Code §54.02) has been filed. The primary questions to be answered in these evaluations are related to the level of sophistication and maturity of the child, the level of risk the child poses to the community and the child's amenability to treatment within the juvenile system. This typically requires all components of the standard psychological evaluation above, as well as more extensive collateral contacts and specific forensic measures related to risk of re-offending and treatment amenability.

1.6 Bilingual Evaluations- Assessments of a youth whose primary language is not English. The specific referral question could fall into any of the other categories. It is preferable that these evaluations be conducted fully in the youth's primary language, including the use of assessment measures validated for use with non-English speaking populations.

1.7 PROVIDER will conduct assessments at the Juvenile Center at 2701 Kimbo Road, unless otherwise specified. COUNTY will provide all available client background information as well as the specific reason for referral prior to the scheduled evaluation.

1.8 PROVIDER agrees to general reports sections and appropriate sub-headings within these sections as follows:

1.8.1 Reason for Referral;

1.8.2 Assessment Procedures/Sources of Information;

1.8.3 Background information includes the following:

1.8.3.1 Identifying data and family history;

1.8.3.2 History of Presenting Problems;

1.8.3.3 Developmental and Medical History;

1.8.3.4 Psychiatric Treatment History;

1.8.3.5 Academic History;

1.8.3.6 Legal History; and

1.8.3.7 Substance Abuse History.

1.8.4 Behavioral Observations;

1.8.5 Test Results includes the following:

1.8.5.1 Intelligence / Cognitive Testing

1.8.5.2 Academic Achievement Testing

1.8.5.3 Emotional / Personality Testing

1.8.5.4 Any other specific categories included

1.8.6 DSM-5 Diagnosis; and

1.8.7 Summary and Recommendations should include the following:

1.8.7.1 Recommendations should be numbered or bulleted.

1.8.7.2 Appropriate interventions and described type(s) of intervention and appropriate level of intensity, rather than naming specific programs. If PROVIDER determines that it is unlikely that the type of intervention is available, notation of such should be included in the report.

1.9 The PROVIDER may utilize supervised clinicians to conduct a portion of the testing, provided that the PROVIDER meets directly with the juvenile and PROVIDER is responsible for the evaluation and final report, including any required courtroom testimony. Final reports should specify any portion of the evaluation conducted by supervised clinician as well as providing the name, title and credentials of that person.

1.10 Once PROVIDER submits to COUNTY the report, any further consultation services must be facilitated through COUNTY.

2 TERM

This Contract begins on October 1, 2025, and concludes on September 30, 2026.

3 EVALUATION CRITERIA

3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.

3.2 COUNTY shall additionally evaluate PROVIDER by the following output measures:

3.2.1 Number of evaluations performed.

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3.3.2 90% of evaluations performed were completed within agreed time frames;

3.3.3 90% of evaluations completed comprehensively addressed the reason for "referral" without the need for addenda;

3.3.4 90% of evaluations materials used relied on empirically-validated, up-to-date, test materials;

3.3.5 98% of evaluations scheduled were completed at agreed location.

4 COST

4.1 The COUNTY will pay PROVIDER no more than an amount of $155,000 annually, pursuant to this Contract. COUNTY will pay PROVIDER within 30 days of invoice receipt when the PROVIDER satisfies the following conditions:

4.1.1 COUNTY will reimburse PROVIDER based on the following fee schedule:

4.1.2 Standard Psychological Evaluations $700

4.1.3 Specialized Psychological Evaluations $800

4.1.3.1 Fitness to Proceed Evaluations

4.1.3.2 Lack of Responsibility for Conduct Evaluations

4.1.3.3 Psychosexual Evaluations

4.1.4 Discretionary Transfer (Adult Certification) Evaluations $900

4.1.5 Bilingual Evaluations $200

(add-on fee to all the above evaluations)

4.1.6 Services that are provided beyond the evaluation services outlined above, such as court testimony, consultation, or offering opinions based on records reviews, should be invoiced according to standard units of service or hourly rates. Providers seeking higher payment for an evaluation due to a high volume of records to be reviewed or other complicating matters should seek prior approval from the department to bill this additional time at the standard unit of service or hourly rate. The department may also be invoiced for actual time spent in the case of youth who do not appear for their appointments.

4.1.7 PROVIDER may invoice the department for services provided on a per service or monthly basis. The invoice should include the name of the person evaluated, date of service, type of evaluation administered, and amount owed. PROVIDER will send invoices to Tarrant County Juvenile Services, ATTN: Jennifer Batten, 2701 Kimbo Road, Fort Worth, TX 76111

4.1.8 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested.

5 EXAMINATION AND RETENTION OF RECORDS

5.1 The PROVIDER shall ensure that its staff, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.

5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interview and the administration of questionnaires to the staff of PROVIDER and the children when deemed necessary.

5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

6 CONFIDENTIALITY OF RECORDS

PROVIDER shall maintain strict confidentiality of all information and records relating to juveniles and shall not re-disclose the information except as required to perform the services pursuant to this Contract, or as may be required by law.

7 DUTY TO REPORT

7.1 As required by Texas Family Code Chapter 261, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made or the incident occurs to all of the following:

7.1.1 Local Law enforcement agency with jurisdiction; and

7.1.2 Texas Juvenile Justice Department ("TJJD"), by submitting a TJJD Incident Report Form to abuseneglect@tjjd.texas.gov (or if unable to complete the form within 24 hours, then by calling 866-477-8354 followed by submitting the report within 24 hours of said call); and

7.1.3 TCJS to facsimile number 817+838-4646, and via phone call to 817-838-4643.

7.2 PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.

8 FINANCIAL RESPONSIBILITY

PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.

9 AGENCY-INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This Contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This Contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

10 ASSIGNMENT AND SUBCONTRACT

PROVIDER may not assign or subcontract any of its rights, duties, and/or obligations arising out of this Contract without prior written consent of COUNTY.

11 THIRD PARTY BENEFICIARY EXCLUDED

This Contract does not protect any specific third party. The intent of this Contract excludes the idea of a suit by a third party beneficiary.

12 DISCLOSURE OF INFORMATION

12.1 PROVIDER warrants that, prior to entering this Contract, it has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Chief Probation Officer at 817-838-4643:

12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities,

12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles,

12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct contact with juveniles,

12.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY,

12.1.5 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator,

12.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and

12.1.7 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of children being served under this contract precludes such individual from being placed in a position that involves direct contact with juveniles.

13 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all youth and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex religion, disability or national origin. PROVIDER shall abide by all applicable federal, state, and local laws and regulations.

14 OFFICIAL NOT TO BENEFIT

No officer, employee, or agent of COUNTY and no member of its governing body and no other public official of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this contract which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

15 COMPLIANCE WITH LAWS

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

16 TERMINATION

16.1 Either party may terminate this Contract by:

16.1.1 Providing written notice to the other party at least thirty (30) days prior to the intended date of termination,

16.1.2 Providing, in the written notice, the date of termination; and

16.1.3 Sending the written notice by certified mail, return receipt requested to the party at its address listed herein.

16.2 If at any time during the term of this Contract COUNTY, in its sole discretion, determines that the safety of youth being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including but not limited to the obligation to pay, upon giving notice of the PROVIDER.

17 DEFAULT

17.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:

17.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or

17.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms.

17.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty (30) days.

17.1 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

18 LIQUIDATED DAMAGES

18.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this Contract.

18.2 In the event that this contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this contract term.

19 NOTICE

Any notice or other writing required by this contract, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY
Judge Alex Kim
323rd District Court
2701 Kimbo Rd.
Fort Worth, Texas 76111

PROVIDER
Lara Hastings PsyD PA, Attn: Lara Hastings
15851 Dalla Parkway, Suite 600
Addison, TX 75001
972-365-5921

20 WAIVER OF SUBROGATION

PROVIDER expressly waives any and all rights it may have to subrogation for any claims or rights of its employees, agents, owners, officers, interns, volunteers or subcontractors against COUNTY.

21 INDEMNIFICATION

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF PROVIDER, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS CONTRACT. PROVIDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS FOR ANY WRONGFUL OR NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF COUNTY OR TCJS' AGENTS, EMPLOYEES OR SERVANTS ARISING FROM OR RELATED TO THIS CONTRACT FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

22 SOVEREIGN IMMUNITY

This Contract shall not be interpreted to inure to the benefit of a third party not a party to this Contract. This Contract 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 contract, party's agent, or party's employee, otherwise provided by law.

23 REPRESENTATION AND WARRANTIES

23.1 PROVIDER hereby represents and warrants the following:

23.1.1 That is has all necessary right, title, license and authority to enter into this Contract,

23.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof,

23.1.3 That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Contract;

23.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations; and

23.1.5 That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both English and Spanish language versions of the following official notice forms that are available on the TJJD website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation.*

24 TEXAS LAW TO APPLY

This contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

25 VENUE

Exclusive venue for any litigation arising from this contract shall be in Tarrant County, Texas.

26 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

26.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation by TJJD or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this contract.

26.2 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this contract is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certificate is inaccurate. ***(Attachment "A" - Family Code 231.006)***

26.3 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.

26.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.

26.5 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the ***Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services – (Attachment "B")***, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.

26.6 PROVIDER understands that the acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received the contract form all or part of the consideration.

26.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.

26.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.

26.9 The PROVIDER, prior to an employee being designated to provide services under this contract, agrees to allow TCJS to conduct a criminal background check and a child abuse registry check in the manner specific and in accordance with the Prison Rape Elimination Act and TJJD standards. Certain employees may be prohibited from providing services to youth under this contract.

26.10 The PROVIDER agrees that any employee prior to providing services under this contract will be required to attend Orientation Training and Prison Rape Elimination Act Training provided by TCJS.

26.11 **Boycott of Israel Prohibited.** In compliance with Section 2271.001 et seq. of the Texas Government Code, Vendor verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.

26.12 **Scrutinized Business Operations Prohibited.** In compliance with Section 2252.151 et seq. of the Texas Government Code, PROVIDER warrants and represents that: (1) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither PROVIDER nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. PROVIDER further represents and warrants that neither PROVIDER nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

26.13 **Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited.** In compliance with Section 2274.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3).

26.14 **Boycott of Certain Energy Companies Prohibited.** In compliance with Section 2276.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) of the Texas Government Code.

27 LEGAL CONSTRUCTION

In case any one or more of the provisions contained in the contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

28 PRIOR AGREEMENTS SUPERSEDED

This contract constitutes the sole and only contract of the parties hereto and supersedes any prior understanding or written or oral contract between the parties regarding the within subject matter.

29 AMENDMENTS

29.1 The parties may amend this contract by subsequent written amendments. The parties will not amend this contract orally.

29.2 COUNTY may amend, modify or alter the terms of this contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVDER declines to accept changes made by COUNTY, PROVIDER may terminate this contract subject to the conditions herein.

30 DISCLOSURE OF INTERESTED PARTIES

"Lara Hastings PsyD PA acknowledges and agrees that he has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in **Attachment "C"**, with the Texas Ethics Commission as required by law".

31 ELECTRONIC SIGNATURES; FACSIMILE AND SCANNED COPIES; DUPLICATE ORGINALS; COUNTERPARTS; ADMISSIBILITY OF COPIES

Each party agrees that: (i) any electronic signature (if any), whether digital or encrypted, to this Agreement made by any party is intended to authenticate this Agreement and shall have the same force and effect as an original manual signature; and (ii) any signature to this Agreement by any party transmitted by facsimile or by electronic mail shall be valid and effective to bind that party so signing with the same force and effect as an original manual signature. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile or electronic transmission, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. This Agreement may be executed in multiple duplicate originals and all such duplicate originals shall be deemed to constitute one and the same instrument. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to constitute a single instrument. The parties agree that a true and correct copy of the original of this Agreement shall be admissible in a court of law in lieu of the original Agreement for all purposes of enforcement hereof.

EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the_____day of _____, 2025, by Commissioners Court Order Number_____

TARRANT COUNTY
STATE OF TEXAS

X 8/28/25
Alex Kim Date
323rd District Court
2701 Kimbo Road, Fort Worth, TX 76111

Lara Hastings PsyD PA

X 08127125
Lara Hastings PsyD PA Date
15851 Dallas Parkway, Suite 600
Addison, TX 75001

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare Date
County Judge

APPROVED AS TO FORM:

James Marvin Nichols
Criminal District Attorney's Office*

***CERTIFICATION OF AVAILABLE FUNDS FOR CONTRACTS AS A WHOLE IS NOT TO EXCEED THE AMOUNT OF $155,000:**

***$155,000 contingent upon Commissioners Court approval of Fiscal Year 2026 Operating Budget**

10000-2026/4132500000/585143

CERTIFICATION OF
AVAILABLE FUNDS: $_____

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.

STATE OF TEXAS	§	**323RD DISTRICT COURT CONTRACT**
	§	**FOR JUVENILE FORENSIC**
	§	**ASSESSMENT SERVICES WITH**
COUNTY OF TARRANT	§	**DFW Mental Healthcare Services, PLLC**

BACKGROUND

This Contract for services is between **Tarrant County, Texas**, hereinafter referred to as ("COUNTY"), and **DFW Mental Healthcare Services, PLLC**, hereinafter referred to as ("PROVIDER"), for the provision of **Juvenile Forensic Assessment Services**. The Commissioners Court finds that this Contract serves a public purpose for the provision of providing forensic assessment services for clients supervised by Tarrant Juvenile Services and/or under jurisdiction of the 323rd District Court.

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

PROVIDER agrees to the following:

1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2023-141.

1.2 PROVIDER agrees to conduct the following assessments for COUNTY:

1.2.1 Standard Evaluation

1.2.2 Bilingual Evaluations

1.3 The Standard Psychological Evaluation should provide information about a youth's diagnosis, treatment needs and/or level of intellectual functioning. Given the prevalence of adverse childhood experiences, substance abuse, and learning difficulties contributing to emotional and behavioral issues among the juvenile justice population, these domains should be thoroughly assessed. The results of the evaluation are needed to assist in disposition decisions by the court or in case planning in order to provide the most appropriate interventions available while the youth is being served by the probation department. This type of evaluation should not include inquiry or discussion of any pending offenses with the youth. In order to answer the referral question, the psychological evaluation will typically need to include the following:

1.3.1 Clinical interview with youth;

1.3.2 Clinical interview with parent/guardian

1.3.3 Collateral contacts where possible (e.g., contact with therapists or probation officers, etc.);

1.3.4 Comprehensive assessment of intellectual abilities (e.g., WISC-V or RIAS-2));

1.3.5 Estimate of academic achievement (e.g., WRAT-4 including all subtests);

1.3.6 Personality assessment and problem-specific measures, as appropriate;

1.3.7 DSM-5 diagnostic formulation, including any substance abuse diagnoses;

1.3.8 Treatment recommendations including the recommended type of treatment and most appropriate level of care (e.g., outpatient, residential, etc..) as well as prognosis (including identification of any individual or systemic issues that may impact treatment planning, as well as recommendations to address potential barriers to treatment); and

1.3.9 If the youth has a history of arson, the evaluation should also include an opinion on the youth's propensity for future fire-setting as well as an explanation of the basis for the opinion.

1.4 Specialized evaluations require specialized skills or credentials of the evaluator as well as often requiring variations in the assessment procedures or use of specialized assessment tools. It is expected that clinicians will address the specific referral questions according to current professional standards of practice.

1.4.1 Fitness to Proceed Evaluations – The purpose of evaluation is to determine if the child has a mental illness or intellectual disability that interferes with his/her "capacity to understand the proceeding in juvenile court or to assist in the child's own defense" (Texas Family Code §55.31). Evaluations must consider relevant factors required in Texas Family Code 55.31 (d) and report must comply with requirements in 55.31 (e). Traditional assessment measures may be needed to establish diagnoses but will not be sufficient to answer the specific forensic question;

1.4.2 Lack of Responsibility for Conduct – Evaluation is to determine if, at the time of alleged offenses was committed, the youth lacked the substantial capacity to appreciate the wrongfulness of the conduct or to conform his/her conduct to the requirements of the law (Texas Family Code §55.51) as a result of mental illness or intellectual disability. Traditional assessment measures may be needed to establish diagnoses but will not be sufficient to answer the specific forensic question. Specific interview questions or specialized assessment measures focused on issues related to responsibility for conduct are necessary;

1.4.3 Psychosexual Evaluations – Evaluation is to determine the youth's risk for sexual recidivism and to provide a recommendation to the court and the most appropriate type and intensity of intervention. Evaluation typically requires all components of the standard psychological evaluation described above as well as specific assessment of risk factors associated with sexual recidivism. Protective factors in the youth and/or family should also be identified and included in the evaluation results

1.5 Discretionary Transfer (Certification) Evaluations - Evaluations are requested in order to assist the court in cases where a petition for Discretionary Transfer to Criminal Court (Texas Family Code §54.02) has been filed. The primary questions to be answered in these evaluations are related to the level of sophistication and maturity of the child, the level of risk the child poses to the community and the child's amenability to treatment within the juvenile system. This typically requires all components of the standard psychological evaluation above, as well as more extensive collateral contacts and specific forensic measures related to risk of re-offending and treatment amenability.

1.6 Bilingual Evaluations- Assessments of a youth whose primary language is not English. The specific referral question could fall into any of the other categories. It is preferable that these evaluations be conducted fully in the youth's primary language, including the use of assessment measures validated for use with non-English speaking populations.

1.7 PROVIDER will conduct assessments at the Juvenile Center at 2701 Kimbo Road, unless otherwise specified. COUNTY will provide all available client background information as well as the specific reason for referral prior to the scheduled evaluation.

1.8 PROVIDER agrees to general reports sections and appropriate sub-headings within these sections as follows:

1.8.1 Reason for Referral;

1.8.2 Assessment Procedures/Sources of Information;

1.8.3 Background information includes the following:

1.8.3.1 Identifying data and family history;

1.8.3.2 History of Presenting Problems;

1.8.3.3 Developmental and Medical History;

1.8.3.4 Psychiatric Treatment History;

1.8.3.5 Academic History;

1.8.3.6 Legal History; and

1.8.3.7 Substance Abuse History.

1.8.4 Behavioral Observations;

1.8.5 Test Results includes the following:

1.8.5.1 Intelligence / Cognitive Testing

1.8.5.2 Academic Achievement Testing

1.8.5.3 Emotional / Personality Testing

1.8.5.4 Any other specific categories included

1.8.6 DSM-5 Diagnosis; and

1.8.7 Summary and Recommendations should include the following:

1.8.7.1 Recommendations should be numbered or bulleted.

1.8.7.2 Appropriate interventions and described type(s) of intervention and appropriate level of intensity, rather than naming specific programs. If PROVIDER determines that it is unlikely that the type of intervention is available, notation of such should be included in the report.

1.9 The PROVIDER may utilize supervised clinicians to conduct a portion of the testing, provided that the PROVIDER meets directly with the juvenile and PROVIDER is responsible for the evaluation and final report, including any required courtroom testimony. Final reports should specify any portion of the evaluation conducted by supervised clinician as well as providing the name, title and credentials of that person.

1.10 Once PROVIDER submits to COUNTY the report, any further consultation services must be facilitated through COUNTY.

2 TERM

This Contract begins on October 1, 2025, and concludes on September 30, 2026.

3 EVALUATION CRITERIA

3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.

3.2 COUNTY shall additionally evaluate PROVIDER by the following output measures:

3.2.1 Number of evaluations performed.

3.3 COUNTY shall further evaluate PROVIDER by the following outcome measures:

3.3.1 95% of evaluations scheduled were able to obtain substantial engagement of the youth in the evaluation process resulting in valid findings;

3.3.2 90% of evaluations performed were completed within agreed time frames;

3.3.3 90% of evaluations completed comprehensively addressed the reason for "referral" without the need for addenda;

3.3.4 90% of evaluations materials used relied on empirically-validated, up-to-date, test materials;

3.3.5 98% of evaluations scheduled were completed at agreed location.

4 COST

4.1 The COUNTY will pay PROVIDER no more than an amount of **$155,000** annually, pursuant to this Contract. COUNTY will pay PROVIDER within 30 days of invoice receipt when the PROVIDER satisfies the following conditions:

4.1.1 COUNTY will reimburse PROVIDER based on the following fee schedule:

4.1.2 Standard Psychological Evaluations $700

4.1.3 Specialized Psychological Evaluations $800

4.1.3.1 Fitness to Proceed Evaluations

4.1.3.2 Lack of Responsibility for Conduct Evaluations

4.1.3.3 Psychosexual Evaluations

4.1.4 Discretionary Transfer (Adult Certification) Evaluations $900

4.1.5 Bilingual Evaluations $200

(add-on fee to all the above evaluations)

4.1.6 Services that are provided beyond the evaluation services outlined above, such as court testimony, consultation, or offering opinions based on records reviews, should be invoiced according to standard units of service or hourly rates. Providers seeking higher payment for an evaluation due to a high volume of records to be reviewed or other complicating matters should seek prior approval from the department to bill this additional time at the standard unit of service or hourly rate. The department may also be invoiced for actual time spent in the case of youth who do not appear for their appointments.

4.1.7 PROVIDER may invoice the department for services provided on a per service or monthly basis. The invoice should include the name of the person evaluated, date of service, type of evaluation administered, and amount owed. PROVIDER will send invoices to Tarrant County Juvenile Services, ATTN: Jennifer Batten, 2701 Kimbo Road, Fort Worth, TX 76111

4.1.8 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested.

5 EXAMINATION AND RETENTION OF RECORDS

5.1 The PROVIDER shall ensure that its staff, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.

5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interview and the administration of questionnaires to the staff of PROVIDER and the children when deemed necessary.

5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

6 CONFIDENTIALITY OF RECORDS

PROVIDER shall maintain strict confidentiality of all information and records relating to juveniles and shall not re-disclose the information except as required to perform the services pursuant to this Contract, or as may be required by law.

7 DUTY TO REPORT

7.1 As required by Texas Family Code Chapter 261, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made or the incident occurs to all of the following:

7.1.1 Local Law enforcement agency with jurisdiction; and

7.1.2 Texas Juvenile Justice Department ("TJJD"), by submitting a TJJD Incident Report Form to abuseneglect@tjjd.texas.gov (or if unable to complete the form within 24 hours, then by calling 866-477-8354 followed by submitting the report within 24 hours of said call); and

7.1.3 TCJS to facsimile number 817+838-4646, and via phone call to 817-838-4643.

7.2 PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.

8 FINANCIAL RESPONSIBILITY

PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.

9 AGENCY-INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This Contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This Contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

10 ASSIGNMENT AND SUBCONTRACT

PROVIDER may not assign or subcontract any of its rights, duties, and/or obligations arising out of this Contract without prior written consent of COUNTY.

11 THIRD PARTY BENEFICIARY EXCLUDED

This Contract does not protect any specific third party. The intent of this Contract excludes the idea of a suit by a third party beneficiary.

12 DISCLOSURE OF INFORMATION

12.1 PROVIDER warrants that, prior to entering this Contract, it has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Chief Probation Officer at 817-838-4643:

12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities,

12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles,

12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct contact with juveniles,

12.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY,

12.1.5 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator,

12.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and

12.1.7 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of children being served under this contract precludes such individual from being placed in a position that involves direct contact with juveniles.

13 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all youth and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex religion, disability or national origin. PROVIDER shall abide by all applicable federal, state, and local laws and regulations.

14 OFFICIAL NOT TO BENEFIT

No officer, employee, or agent of COUNTY and no member of its governing body and no other public official of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this contract which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

15 COMPLIANCE WITH LAWS

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

16 TERMINATION

16.1 Either party may terminate this Contract by:

16.1.1 Providing written notice to the other party at least thirty (30) days prior to the intended date of termination,

16.1.2 Providing, in the written notice, the date of termination; and

16.1.3 Sending the written notice by certified mail, return receipt requested to the party at its address listed herein.

16.2 If at any time during the term of this Contract COUNTY, in its sole discretion, determines that the safety of youth being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including but not limited to the obligation to pay, upon giving notice of the PROVIDER.

17 DEFAULT

17.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:

17.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or

17.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms.

17.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty (30) days.

17.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

18 LIQUIDATED DAMAGES

18.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this Contract.

18.2 In the event that this contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this contract term.

19 NOTICE

Any notice or other writing required by this contract, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY
Judge Alex Kim
323rd District Court
2701 Kimbo Rd.
Fort Worth, Texas 76111

PROVIDER
DFW Mental Healthcare Services, PLLC, Attn: Lisa Bellah
4500 Mercantile Plaza Dr, Suite 300
Fort Worth, TX 76137
800-377-0998

20 WAIVER OF SUBROGATION

PROVIDER expressly waives any and all rights it may have to subrogation for any claims or rights of its employees, agents, owners, officers, interns, volunteers or subcontractors against COUNTY.

21 INDEMNIFICATION

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF PROVIDER, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS CONTRACT. PROVIDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS FOR ANY WRONGFUL OR NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF COUNTY OR TCJS' AGENTS, EMPLOYEES OR SERVANTS ARISING FROM OR RELATED TO THIS CONTRACT FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

22 SOVEREIGN IMMUNITY

This Contract shall not be interpreted to inure to the benefit of a third party not a party to this Contract. This Contract 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 contract, party's agent, or party's employee, otherwise provided by law.

23 REPRESENTATION AND WARRANTIES

23.1 PROVIDER hereby represents and warrants the following:

23.1.1 That is has all necessary right, title, license and authority to enter into this Contract,

23.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof,

23.1.3 That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Contract;

23.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations; and

23.1.5 That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both English and Spanish language versions of the following official notice forms that are available on the TJJD website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

24 TEXAS LAW TO APPLY

This contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

25 VENUE

Exclusive venue for any litigation arising from this contract shall be in Tarrant County, Texas.

26 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

26.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation by TJJD or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this contract.

26.2 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this contract is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certificate is inaccurate. ***(Attachment "A" - Family Code 231.006)***

26.3 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.

26.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.

26.5 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the ***Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services*** – (***Attachment "B"***), if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.

26.6 PROVIDER understands that the acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received the contract form all or part of the consideration.

26.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.

26.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.

26.9 The PROVIDER, prior to an employee being designated to provide services under this contract, agrees to allow TCJS to conduct a criminal background check and a child abuse registry check in the manner specific and in accordance with the Prison Rape Elimination Act and TJJD standards. Certain employees may be prohibited from providing services to youth under this contract.

26.10 The PROVIDER agrees that any employee prior to providing services under this contract will be required to attend Orientation Training and Prison Rape Elimination Act Training provided by TCJS.

26.11 **Boycott of Israel Prohibited.** In compliance with Section 2271.001 et seq. of the Texas Government Code, Vendor verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.

26.12 **Scrutinized Business Operations Prohibited.** In compliance with Section 2252.151 et seq. of the Texas Government Code, PROVIDER warrants and represents that: (1) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither PROVIDER nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. PROVIDER further represents and warrants that neither PROVIDER nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

26.13 **Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited.** In compliance with Section 2274.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3).

26.14 **Boycott of Certain Energy Companies Prohibited.** In compliance with Section 2276.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) of the Texas Government Code.

27 LEGAL CONSTRUCTION

In case any one or more of the provisions contained in the contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

28 PRIOR AGREEMENTS SUPERSEDED

This contract constitutes the sole and only contract of the parties hereto and supersedes any prior understanding or written or oral contract between the parties regarding the within subject matter.

29 AMENDMENTS

29.1 The parties may amend this contract by subsequent written amendments. The parties will not amend this contract orally.

29.2 COUNTY may amend, modify or alter the terms of this contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVDER declines to accept changes made by COUNTY, PROVIDER may terminate this contract subject to the conditions herein.

30 DISCLOSURE OF INTERESTED PARTIES

"DFW Mental Healthcare Services, PLLC acknowledges and agrees that he has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in **Attachment "C"**, with the Texas Ethics Commission as required by law".

31 ELECTRONIC SIGNATURES; FACSIMILE AND SCANNED COPIES; DUPLICATE ORGINALS; COUNTERPARTS; ADMISSIBILITY OF COPIES

Each party agrees that: (i) any electronic signature (if any), whether digital or encrypted, to this Agreement made by any party is intended to authenticate this Agreement and shall have the same force and effect as an original manual signature; and (ii) any signature to this Agreement by any party transmitted by facsimile or by electronic mail shall be valid and effective to bind that party so signing with the same force and effect as an original manual signature. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile or electronic transmission, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. This Agreement may be executed in multiple duplicate originals and all such duplicate originals shall be deemed to constitute one and the same instrument. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to constitute a single instrument. The parties agree that a true and correct copy of the original of this Agreement shall be admissible in a court of law in lieu of the original Agreement for all purposes of enforcement hereof.

EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the_____day of _____ , 2025, by Commissioners Court Order Number_____

TARRANT COUNTY
STATE OF TEXAS

X _____ 8/28/25
Alex Kim Date
323rd District Court
2701 Kimbo Road, Fort Worth, TX 76111

DFW Mental Healthcare Services, PLLC

X _____ 8/26/25
Lisa Bellah, Ph.D. Date
4500 Mercantile Plaza Dr., Suite 300
Fort Worth, TX 76137

COUNTY OF TARRANT
STATE OF TEXAS

_____
Tim O'Hare Date
County Judge

APPROVED AS TO FORM:

_____
Criminal District Attorney's Office*

***CERTIFICATION OF AVAILABLE FUNDS FOR CONTRACTS AS A WHOLE IS NOT TO EXCEED THE AMOUNT OF $155,000:**

$155,000 contingent upon Commissioners Court approval of the FY2026 Operating Budget

10000-2026/4132500000/585143

CERTIFICATION OF
AVAILABLE FUNDS: $_____

_____
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.

STATE OF TEXAS §
§
§
COUNTY OF TARRANT §

323RD DISTRICT COURT CONTRACT FOR JUVENILE FORENSIC ASSESSMENT SERVICES WITH BALANCE FORENSIC & GENERAL PSYCHOLOGICAL SERVICES, INC.

BACKGROUND

This Contract for services is between **Tarrant County, Texas**, hereinafter referred to as ("COUNTY"), and **Balance Forensic & General Psychological Services, Inc.**, hereinafter referred to as ("PROVIDER"), for the provision of **Juvenile Forensic Assessment Services**. The Commissioners Court finds that this Contract serves a public purpose for the provision of providing forensic assessment services for clients supervised by Tarrant Juvenile Services and/or under jurisdiction of the 323rd District Court.

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

PROVIDER agrees to the following:

1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2023-141.

1.2 PROVIDER agrees to conduct the following assessments for COUNTY:

1.2.1 Standard Evaluation

1.2.2 Fitness to Proceed Evaluation

1.2.3 Responsibility for Conduct

1.2.4 Psychosexual Evaluation

1.2.5 Discretionary Transfer (Adult Certification)

1.3 The Standard Psychological Evaluation should provide information about a youth's diagnosis, treatment needs and/or level of intellectual functioning. Given the prevalence of adverse childhood experiences, substance abuse, and learning difficulties contributing to emotional and behavioral issues among the juvenile justice population, these domains should be thoroughly assessed. The results of the evaluation are needed to assist in disposition decisions by the court or in case planning in order to provide the most appropriate interventions available while the youth is being served by the probation department. This type of evaluation should not include inquiry or discussion of any pending offenses with the youth. In order to answer the referral question, the psychological evaluation will typically need to include the following:

1.3.1 Clinical interview with youth;

1.3.2 Clinical interview with parent/guardian

1.3.3 Collateral contacts where possible (e.g., contact with therapists or probation officers, etc.);

1.3.4 Comprehensive assessment of intellectual abilities (e.g., WISC-V or RIAS-2));

1.3.5 Estimate of academic achievement (e.g., WRAT-4 including all subtests);

1.3.6 Personality assessment and problem-specific measures, as appropriate;

1.3.7 DSM-5 diagnostic formulation, including any substance abuse diagnoses;

1.3.8 Treatment recommendations including the recommended type of treatment and most appropriate level of care (e g., outpatient, residential, etc..) as well as prognosis (including identification of any individual or systemic issues that may impact treatment planning, as well as recommendations to address potential barriers to treatment); and

1.3.9 If the youth has a history of arson, the evaluation should also include an opinion on the youth's propensity for future fire-setting as well as an explanation of the basis for the opinion.

1.4 Specialized evaluations require specialized skills or credentials of the evaluator as well as often requiring variations in the assessment procedures or use of specialized assessment tools. It is expected that clinicians will address the specific referral questions according to current professional standards of practice.

1.4.1 Fitness to Proceed Evaluations – The purpose of evaluation is to determine if the child has a mental illness or intellectual disability that interferes with his/her "capacity to understand the proceeding in juvenile court or to assist in the child's own defense" (Texas Family Code §55.31). Evaluations must consider relevant factors required in Texas Family Code 55.31 (d) and report must comply with requirements in 55.31 (e). Traditional assessment measures may be needed to establish diagnoses but will not be sufficient to answer the specific forensic question;

1.4.2 Lack of Responsibility for Conduct – Evaluation is to determine if, at the time of alleged offenses was committed the youth lacked the substantial capacity to appreciate the wrongfulness of the conduct or to conform his/her conduct to the requirements of the law (Texas Family Code §55.51) as a result of mental illness or intellectual disability. Traditional assessment measures may be needed to establish diagnoses but will not be sufficient to answer the specific forensic question. Specific interview questions or specialized assessment measures focused on issues related to responsibility for conduct are necessary; and

1.4.3 Psychosexual Evaluations – Evaluation is to determine the youth's risk for sexual recidivism and to provide a recommendation to the court and the most appropriate type and intensity of intervention. Evaluation typically requires all components of the standard psychological evaluation described above as well as specific assessment of risk factors associated with sexual recidivism. Protective factors in the youth and/or family should also be identified and included in the evaluation results.

1.5 Discretionary Transfer (Certification) Evaluations - Evaluations are requested in order to assist the court in cases where a petition for Discretionary Transfer to Criminal Court (Texas Family Code §54.02) has been filed. The primary questions to be answered in these evaluations are related to the level of sophistication and maturity of the child, the level of risk the child poses to the community and the child's amenability to treatment within the juvenile system. This typically requires all components of the standard psychological evaluation above, as well as more extensive collateral contacts and specific forensic measures related to risk of re-offending and treatment amenability.

1.6 Bilingual Evaluations- Assessments of a youth whose primary language is not English. The specific referral question could fall into any of the other categories. It is preferable that these evaluations be conducted fully in the youth's primary language, including the use of assessment measures validated for use with non-English speaking populations

1.7 PROVIDER will conduct assessments at the Juvenile Center at 2701 Kimbo Road, unless otherwise specified. COUNTY will provide all available client background information as well as the specific reason for referral prior to the scheduled evaluation.

1.8 PROVIDER agrees to general reports sections and appropriate sub-headings within these sections as follows:

1.8.1 Reason for Referral.

1.8.2 Assessment Procedures/Sources of Information;

1.8.3 Background information includes the following:

1.8.3.1 Identifying data and family history;

1.8.3.2 History of Presenting Problems;

1.8.3.3 Developmental and Medical History;

1.8.3.4 Psychiatric Treatment History;

1.8.3.5 Academic History;

1.8.3.6 Legal History; and

1.8.3.7 Substance Abuse History.

1.8.4 Behavioral Observations;

1.8.5 Test Results includes the following:

1.8.5.1 Intelligence / Cognitive Testing

1.8.5.2 Academic Achievement Testing

1.8.5.3 Emotional / Personality Testing

1.8.5.4 Any other specific categories included

1.8.6 DSM-5 Diagnosis; and

1.8.7 Summary and Recommendations should include the following:

1.8.7.1 Recommendations should be numbered or bulleted.

1.8.7.2 Appropriate interventions and described type(s) of intervention and appropriate level of intensity, rather than naming specific programs. If PROVIDER determines that it is unlikely that the type of intervention is available, notation of such should be included in the report.

1.9 The PROVIDER may utilize supervised clinicians to conduct a portion of the testing, provided that the PROVIDER meets directly with the juvenile and PROVIDER is responsible for the evaluation and final report, including any required courtroom testimony. Final reports should specify any portion of the evaluation conducted by supervised clinician as well as providing the name, title and credentials of that person.

1.10 Once PROVIDER submits to COUNTY the report, any further consultation services must be facilitated through COUNTY.

2 TERM

This Contract begins on October 1, 2025, and concludes on September 30, 2026.

3 EVALUATION CRITERIA

3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.

3.2 COUNTY shall additionally evaluate PROVIDER by the following output measures:

3.2.1 Number of evaluations performed.

3.3 COUNTY shall further evaluate PROVIDER by the following outcome measures:

3.3.1 95% of evaluations scheduled were able to obtain substantial engagement of the youth in the evaluation process resulting in valid findings;

3.3.2 90% of evaluations performed were completed within agreed time frames;

3.3.3 90% of evaluations completed comprehensively addressed the reason for "referral" without the need for addenda;

3.3.4 90% of evaluations materials used relied on empirically-validated, up-to-date, test materials;

3.3.5 98% of evaluations scheduled were completed at agreed location.

4 COST

4.1 The COUNTY will pay PROVIDER no more than an amount of **$155,000** annually, pursuant to this Contract. COUNTY will pay PROVIDER within 30 days of invoice receipt when the PROVIDER satisfies the following conditions:

4.1.1 COUNTY will reimburse PROVIDER based on the following fee schedule:

4.1.2 Standard Psychological Evaluations..... $700

4.1.3 Specialized Psychological Evaluations $800
4.1.3.1 Fitness to Proceed Evaluations
4.1.3.2 Lack of Responsibility for Conduct Evaluations
4.1.3.3 Psychosexual Evaluations
4.1.4 Discretionary Transfer (Adult Certification) Evaluations $900
4.1.5 Bilingual Evaluations $200
(add-on fee to all the above evaluations)

4.1.6 Services that are provided beyond the evaluation services outlined above, such as court testimony, consultation, or offering opinions based on records reviews, should be invoiced according to standard units of service or hourly rates. Providers seeking higher payment for an evaluation due to a high volume of records to be reviewed or other complicating matters should seek prior approval from the department to bill this additional time at the standard unit of service or hourly rate. The department may also be invoiced for actual time spent in the case of youth who do not appear for their appointments.

4.1.7 PROVIDER may invoice the department for services provided on a per service or monthly basis. The invoice should include the name of the person evaluated, date of service, type of evaluation administered, and amount owed. PROVIDER will send invoices to Tarrant County Juvenile Services, ATTN: Jennifer Batten, 2701 Kimbo Road, Fort Worth, TX 76111

4.1.8 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested.

5 EXAMINATION AND RETENTION OF RECORDS

5.1 The PROVIDER shall ensure that its staff, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.

5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interview and the administration of questionnaires to the staff of PROVIDER and the children when deemed necessary.

5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

6 CONFIDENTIALITY OF RECORDS

PROVIDER shall maintain strict confidentiality of all information and records relating to juveniles and shall not re-disclose the information except as required to perform the services pursuant to this Contract, or as may be required by law.

7 DUTY TO REPORT

7.1 As required by Texas Family Code Chapter 261, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made or the incident occurs to all of the following:

7.1.1 Local Law enforcement agency with jurisdiction; and

7.1.2 Texas Juvenile Justice Department ("TJJD"), by submitting a TJJD Incident Report Form to abuseneglect@tjjd.texas.gov (or if unable to complete the form within 24 hours, then by calling 866-477-8354 followed by submitting the report within 24 hours of said call); and

7.1.3 TCJS to facsimile number 817+838-4646, and via phone call to 817-838-4643.

7.2 PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.

8 FINANCIAL RESPONSIBILITY

PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.

9 AGENCY-INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This Contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This Contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

10 ASSIGNMENT AND SUBCONTRACT

PROVIDER may not assign or subcontract any of its rights, duties, and/or obligations arising out of this Contract without prior written consent of COUNTY.

11 THIRD PARTY BENEFICIARY EXCLUDED

This Contract does not protect any specific third party. The intent of this Contract excludes the idea of a suit by a third party beneficiary.

12 DISCLOSURE OF INFORMATION

12.1 PROVIDER warrants that, prior to entering this Contract, it has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Chief Probation Officer at 817-838-4643:

12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities,

12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles,

12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct contact with juveniles,

12.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY,

12.1.5 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator,

12.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and

12.1.7 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of children being served under this contract precludes such individual from being placed in a position that involves direct contact with juveniles.

13 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all youth and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex religion, disability or national origin. PROVIDER shall abide by all applicable federal, state, and local laws and regulations.

14 OFFICIAL NOT TO BENEFIT

No officer, employee, or agent of COUNTY and no member of its governing body and no other public official of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this contract which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

15 COMPLIANCE WITH LAWS

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

16 TERMINATION

16.1 Either party may terminate this Contract by:

16.1.1 Providing written notice to the other party at least thirty (30) days prior to the intended date of termination,

16.1.2 Providing, in the written notice, the date of termination; and

16.1.3 Sending the written notice by certified mail, return receipt requested to the party at its address listed herein.

16.2 If at any time during the term of this Contract COUNTY, in its sole discretion, determines that the safety of youth being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including but not limited to the obligation to pay, upon giving notice of the PROVIDER.

17 DEFAULT

17.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:

17.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or

17.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms.

17.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty (30) days.

17.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

18 LIQUIDATED DAMAGES

18.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this Contract.

18.2 In the event that this contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this contract term.

19 NOTICE

Any notice or other writing required by this contract, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY	**PROVIDER**
Judge Alex Kim	Balance Forensic & General Psychological Services, Inc., Attn: Jim Womack
323rd District Court	910 Collier St., Suite 210
2701 Kimbo Rd.	Fort Worth, TX 76102
Fort Worth, Texas 76111	817-348-8685

20 WAIVER OF SUBROGATION

PROVIDER expressly waives any and all rights it may have to subrogation for any claims or rights of its employees, agents, owners, officers, interns, volunteers or subcontractors against COUNTY.

21 INDEMNIFICATION

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF PROVIDER, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS CONTRACT. PROVIDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS FOR ANY WRONGFUL OR NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF COUNTY OR TCJS' AGENTS, EMPLOYEES OR SERVANTS ARISING FROM OR RELATED TO THIS CONTRACT FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

22 SOVEREIGN IMMUNITY

This Contract shall not be interpreted to inure to the benefit of a third party not a party to this Contract. This Contract 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 contract, party's agent, or party's employee, otherwise provided by law.

23 REPRESENTATION AND WARRANTIES

23.1 PROVIDER hereby represents and warrants the following:

23.1.1 That is has all necessary right, title, license and authority to enter into this Contract,

23.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof,

23.1.3 That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Contract;

23.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations, and

23.1.5 That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both English and Spanish language versions of the following official notice forms that are available on the TJJD website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation.*

24 TEXAS LAW TO APPLY

This contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

25 VENUE

Exclusive venue for any litigation arising from this contract shall be in Tarrant County, Texas.

26 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

26.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation by TJJD or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this contract.

26.2 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this contract is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certificate is inaccurate. ***(Attachment "A" - Family Code 231.006)***

26.3 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.

26.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.

26.5 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the ***Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services*** – (***Attachment "B"***), if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.

26.6 PROVIDER understands that the acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received the contract form all or part of the consideration.

26.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.

26.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.

26.9 The PROVIDER, prior to an employee being designated to provide services under this contract, agrees to allow TCJS to conduct a criminal background check and a child abuse registry check in the manner specific and in accordance with the Prison Rape Elimination Act and TJJD standards. Certain employees may be prohibited from providing services to youth under this contract.

26.10 The PROVIDER agrees that any employee prior to providing services under this contract will be required to attend Orientation Training and Prison Rape Elimination Act Training provided by TCJS.

26.11 **Boycott of Israel Prohibited**. In compliance with Section 2271.001 et seq. of the Texas Government Code, Vendor verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.

26.12 **Scrutinized Business Operations Prohibited**. In compliance with Section 2252.151 et seq. of the Texas Government Code, PROVIDER warrants and represents that: (1) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither PROVIDER nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. PROVIDER further represents and warrants that neither PROVIDER nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

26.13 **Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited.** In compliance with Section 2274.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3).

26.14 **Boycott of Certain Energy Companies Prohibited**. In compliance with Section 2276.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) of the Texas Government Code.

27 LEGAL CONSTRUCTION

In case any one or more of the provisions contained in the contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

28 PRIOR AGREEMENTS SUPERSEDED

This contract constitutes the sole and only contract of the parties hereto and supersedes any prior understanding or written or oral contract between the parties regarding the within subject matter.

29 AMENDMENTS

29.1 The parties may amend this contract by subsequent written amendments. The parties will not amend this contract orally.

29.2 COUNTY may amend, modify or alter the terms of this contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVDER declines to accept changes made by COUNTY, PROVIDER may terminate this contract subject to the conditions herein.

30 DISCLOSURE OF INTERESTED PARTIES

"Balance Forensic & General Psychological Services, Inc. acknowledges and agrees that he has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295 certified to as shown in **Attachment "C"**, with the Texas Ethics Commission as required by law".

31 ELECTRONIC SIGNATURES; FACSIMILE AND SCANNED COPIES; DUPLICATE ORGINALS; COUNTERPARTS; ADMISSIBILITY OF COPIES

Each party agrees that: (i) any electronic signature (if any), whether digital or encrypted, to this Agreement made by any party is intended to authenticate this Agreement and shall have the same force and effect as an original manual signature; and (ii) any signature to this Agreement by any party transmitted by facsimile or by electronic mail shall be valid and effective to bind that party so signing with the same force and effect as an original manual signature. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile or electronic transmission, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. This Agreement may be executed in multiple duplicate originals and all such duplicate originals shall be deemed to constitute one and the same instrument. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to constitute a single instrument. The parties agree that a true and correct copy of the original of this Agreement shall be admissible in a court of law in lieu of the original Agreement for all purposes of enforcement hereof.

EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the_____day of _____ , 2025, by Commissioners Court Order Number_____

TARRANT COUNTY
STATE OF TEXAS

X 8/28/25

Alex Kim Date
323rd District Court
2701 Kimbo Road, Fort Worth, TX 76111

Balance Forensic & General Psychological Services, Inc.

X 8-28-25

Jim Womack, Ph.D. Date
910 Collier St., Suite 210
Fort Worth, TX 76102

COUNTY OF TARRANT
STATE OF TEXAS

_____

Tim O'Hare Date
County Judge

***CERTIFICATION OF AVAILABLE FUNDS FOR CONTRACTS AS A WHOLE IS NOT TO EXCEED THE AMOUNT OF $155,000:**

***$155,000 contingent upon Commissioners Court approval of Fiscal Year 2026 Operating Budget**

10000-2026/4132500000/585143

APPROVED AS TO FORM:

James Marvin Nichols
Criminal District Attorney's Office*

CERTIFICATION OF
AVAILABLE FUNDS: $_____

_____

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.

STATE OF TEXAS	§	**323RD DISTRICT COURT CONTRACT**
	§	**FOR JUVENILE FORENSIC**
	§	**ASSESSMENT SERVICES WITH**
COUNTY OF TARRANT	§	**PARNELL RYAN, PH.D.**

BACKGROUND

This Contract for services is between **Tarrant County, Texas**, hereinafter referred to as ("COUNTY"), and **Parnell Ryan, Ph.D.**, hereinafter referred to as ("PROVIDER"), for the provision of **Juvenile Forensic Assessment Services**. The Commissioners Court finds that this Contract serves a public purpose for the provision of providing forensic assessment services for clients supervised by Tarrant Juvenile Services and/or under jurisdiction of the 323rd District Court.

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

PROVIDER agrees to the following:

1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2023-141.

1.2 PROVIDER agrees to conduct the following assessments for COUNTY:

1.2.1 Standard Evaluation

1.2.2 Fitness to Proceed Evaluation

1.2.3 Psychosexual Evaluation

1.3 The Standard Psychological Evaluation should provide information about a youth's diagnosis, treatment needs and/or level of intellectual functioning. Given the prevalence of adverse childhood experiences, substance abuse, and learning difficulties contributing to emotional and behavioral issues among the juvenile justice population, these domains should be thoroughly assessed. The results of the evaluation are needed to assist in disposition decisions by the court or in case planning in order to provide the most appropriate interventions available while the youth is being served by the probation department. This type of evaluation should not include inquiry or discussion of any pending offenses with the youth. In order to answer the referral question, the psychological evaluation will typically need to include the following:

1.3.1 Clinical interview with youth;

1.3.2 Clinical interview with parent/guardian

1.3.3 Collateral contacts where possible (e.g., contact with therapists or probation officers, etc.);

1.3.4 Comprehensive assessment of intellectual abilities (e.g., WISC-V or RIAS-2));

1.3.5 Estimate of academic achievement (e.g., WRAT-4 including all subtests);

1.3.6 Personality assessment and problem-specific measures, as appropriate;

1.3.7 DSM-5 diagnostic formulation, including any substance abuse diagnoses;

1.3.8 Treatment recommendations including the recommended type of treatment and most appropriate level of care (e.g., outpatient, residential, etc..) as well as prognosis (including identification of any individual or systemic issues that may impact treatment planning, as well as recommendations to address potential barriers to treatment); and

1.3.9 If the youth has a history of arson, the evaluation should also include an opinion on the youth's propensity for future fire-setting as well as an explanation of the basis for the opinion.

1.4 Specialized evaluations require specialized skills or credentials of the evaluator as well as often requiring variations in the assessment procedures or use of specialized assessment tools. It is expected that clinicians will address the specific referral questions according to current professional standards of practice.

1.4.1 Fitness to Proceed Evaluations – The purpose of evaluation is to determine if the child has a mental illness or intellectual disability that interferes with his/her "capacity to understand the proceeding in juvenile court or to assist in the child's own defense" (Texas Family Code §55.31). Evaluations must consider relevant factors required in Texas Family Code 55.31 (d) and report must comply with requirements in 55.31 (e). Traditional assessment measures may be needed to establish diagnoses but will not be sufficient to answer the specific forensic question;

1.4.2 Lack of Responsibility for Conduct – Evaluation is to determine if, at the time of alleged offenses was committed, the youth lacked the substantial capacity to appreciate the wrongfulness of the conduct or to conform his/her conduct to the requirements of the law (Texas Family Code §55.51) as a result of mental illness or intellectual disability. Traditional assessment measures may be needed to establish diagnoses but will not be sufficient to answer the specific forensic question. Specific interview questions or specialized assessment measures focused on issues related to responsibility for conduct are necessary; and

1.4.3 Psychosexual Evaluations – Evaluation is to determine the youth's risk for sexual recidivism and to provide a recommendation to the court and the most appropriate type and intensity of intervention. Evaluation typically requires all components of the standard psychological evaluation described above as well as specific assessment of risk factors associated with sexual recidivism. Protective factors in the youth and/or family should also be identified and included in the evaluation results.

1.5 Discretionary Transfer (Certification) Evaluations - Evaluations are requested in order to assist the court in cases where a petition for Discretionary Transfer to Criminal Court (Texas Family Code §54.02) has been filed. The primary questions to be answered in these evaluations are related to the level of sophistication and maturity of the child, the level of risk the child poses to the community and the child's amenability to treatment within the juvenile system. This typically requires all components of the standard psychological evaluation above, as well as more extensive collateral contacts and specific forensic measures related to risk of re-offending and treatment amenability.

1.6 Bilingual Evaluations- Assessments of a youth whose primary language is not English. The specific referral question could fall into any of the other categories. It is preferable that these evaluations be conducted fully in the youth's primary language, including the use of assessment measures validated for use with non-English speaking populations.

1.7 PROVIDER will conduct assessments at the Juvenile Center at 2701 Kimbo Road, unless otherwise specified. COUNTY will provide all available client background information as well as the specific reason for referral prior to the scheduled evaluation.

1.8 PROVIDER agrees to general reports sections and appropriate sub-headings within these sections as follows:

1.8.1 Reason for Referral;

1.8.2 Assessment Procedures/Sources of Information;

1.8.3 Background information includes the following:

1.8.3.1 Identifying data and family history;

1.8.3.2 History of Presenting Problems;

1.8.3.3 Developmental and Medical History;

1.8.3.4 Psychiatric Treatment History;

1.8.3.5 Academic History;

1.8.3.6 Legal History; and

1.8.3.7 Substance Abuse History.

1.8.4 Behavioral Observations;

1.8.5 Test Results includes the following:

1.8.5.1 Intelligence / Cognitive Testing

1.8.5.2 Academic Achievement Testing

1.8.5.3 Emotional / Personality Testing

1.8.5.4 Any other specific categories included

1.8.6 DSM-5 Diagnosis; and

1.8.7 Summary and Recommendations should include the following:

1.8.7.1 Recommendations should be numbered or bulleted.

1.8.7.2 Appropriate interventions and described type(s) of intervention and appropriate level of intensity, rather than naming specific programs. If PROVIDER determines that it is unlikely that the type of intervention is available, notation of such should be included in the report.

1.9 The PROVIDER may utilize supervised clinicians to conduct a portion of the testing, provided that the PROVIDER meets directly with the juvenile and PROVIDER is responsible for the evaluation and final report, including any required courtroom testimony. Final reports should specify any portion of the evaluation conducted by supervised clinician as well as providing the name, title and credentials of that person.

1.10 Once PROVIDER submits to COUNTY the report, any further consultation services must be facilitated through COUNTY.

2 TERM

This Contract begins on October 1, 2025, and concludes on September 30, 2026.

3 EVALUATION CRITERIA

3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.

3.2 COUNTY shall additionally evaluate PROVIDER by the following output measures:

3.2.1 Number of evaluations performed.

3.3 COUNTY shall further evaluate PROVIDER by the following outcome measures:

3.3.1 95% of evaluations scheduled were able to obtain substantial engagement of the youth in the evaluation process resulting in valid findings;

3.3.2 90% of evaluations performed were completed within agreed time frames;

3.3.3 90% of evaluations completed comprehensively addressed the reason for "referral" without the need for addenda;

3.3.4 90% of evaluations materials used relied on empirically-validated, up-to-date, test materials;

3.3.5 98% of evaluations scheduled were completed at agreed location.

4 COST

4.1 The COUNTY will pay PROVIDER no more than an amount of **$155,000** annually, pursuant to this Contract. COUNTY will pay PROVIDER within 30 days of invoice receipt when the PROVIDER satisfies the following conditions:

4.1.1 COUNTY will reimburse PROVIDER based on the following fee schedule:

4.1.2 Standard Psychological Evaluations $700

4.1.3 Specialized Psychological Evaluations $800

4.1.3.1 Fitness to Proceed Evaluations

4.1.3.2 Lack of Responsibility for Conduct Evaluations

4.1.3.3 Psychosexual Evaluations

4.1.4 Discretionary Transfer (Adult Certification) Evaluations $900

4.1.5 Bilingual Evaluations $200

(add-on fee to all the above evaluations)

4.1.6 Services that are provided beyond the evaluation services outlined above, such as court testimony, consultation, or offering opinions based on records reviews, should be invoiced according to standard units of service or hourly rates. Providers seeking higher payment for an evaluation due to a high volume of records to be reviewed or other complicating matters should seek prior approval from the department to bill this additional time at the standard unit of service or hourly rate. The department may also be invoiced for actual time spent in the case of youth who do not appear for their appointments.

4.1.7 PROVIDER may invoice the department for services provided on a per service or monthly basis. The invoice should include the name of the person evaluated, date of service, type of evaluation administered, and amount owed. PROVIDER will send invoices to Tarrant County Juvenile Services, ATTN: Jennifer Batten, 2701 Kimbo Road, Fort Worth, TX 76111

4.1.8 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested.

5 EXAMINATION AND RETENTION OF RECORDS

5.1 The PROVIDER shall ensure that its staff, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.

5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interview and the administration of questionnaires to the staff of PROVIDER and the children when deemed necessary.

5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

6 CONFIDENTIALITY OF RECORDS

PROVIDER shall maintain strict confidentiality of all information and records relating to juveniles and shall not re-disclose the information except as required to perform the services pursuant to this Contract, or as may be required by law.

7 DUTY TO REPORT

7.1 As required by Texas Family Code Chapter 261, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made or the incident occurs to all of the following:

7.1.1 Local Law enforcement agency with jurisdiction; and

7.1.2 Texas Juvenile Justice Department ("TJJD"), by submitting a TJJD Incident Report Form to abuseneglect@tjjd.texas.gov (or if unable to complete the form within 24 hours, then by calling 866-477-8354 followed by submitting the report within 24 hours of said call); and

7.1.3 TCJS to facsimile number 817+838-4646, and via phone call to 817-838-4643.

7.2 PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.

8 FINANCIAL RESPONSIBILITY

PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.

9 AGENCY-INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This Contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This Contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

10 ASSIGNMENT AND SUBCONTRACT

PROVIDER may not assign or subcontract any of its rights, duties, and/or obligations arising out of this Contract without prior written consent of COUNTY.

11 THIRD PARTY BENEFICIARY EXCLUDED

This Contract does not protect any specific third party. The intent of this Contract excludes the idea of a suit by a third party beneficiary.

12 DISCLOSURE OF INFORMATION

12.1 PROVIDER warrants that, prior to entering this Contract, it has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Chief Probation Officer at 817-838-4643:

12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities,

12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles,

12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct contact with juveniles,

12.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY,

12.1.5 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator,

12.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and

12.1.7 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of children being served under this contract precludes such individual from being placed in a position that involves direct contact with juveniles.

13 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all youth and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex religion, disability or national origin. PROVIDER shall abide by all applicable federal, state, and local laws and regulations.

14 OFFICIAL NOT TO BENEFIT

No officer, employee, or agent of COUNTY and no member of its governing body and no other public official of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this contract which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

15 COMPLIANCE WITH LAWS

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

16 TERMINATION

16.1 Either party may terminate this Contract by:

16.1.1 Providing written notice to the other party at least thirty (30) days prior to the intended date of termination,

16.1.2 Providing, in the written notice, the date of termination; and

16.1.3 Sending the written notice by certified mail, return receipt requested to the party at its address listed herein.

16.2 If at any time during the term of this Contract COUNTY, in its sole discretion, determines that the safety of youth being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including but not limited to the obligation to pay, upon giving notice of the PROVIDER.

17 DEFAULT

17.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:

17.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or

17.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms.

17.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty (30) days.

17.1 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

18 LIQUIDATED DAMAGES

18.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this Contract.

18.2 In the event that this contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this contract term.

19 NOTICE

Any notice or other writing required by this contract, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY
Judge Alex Kim
323rd District Court
2701 Kimbo Rd.
Fort Worth, Texas 76111

PROVIDER
Parnell Ryan, Ph.D.
3609 Smith Barry Road., Suite 150
Pantego, TX 76013
682-551-4729

20 WAIVER OF SUBROGATION

PROVIDER expressly waives any and all rights it may have to subrogation for any claims or rights of its employees, agents, owners, officers, interns, volunteers or subcontractors against COUNTY.

21 INDEMNIFICATION

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF PROVIDER, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS CONTRACT. PROVIDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS FOR ANY WRONGFUL OR NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF COUNTY OR TCJS' AGENTS, EMPLOYEES OR SERVANTS ARISING FROM OR RELATED TO THIS CONTRACT FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

22 SOVEREIGN IMMUNITY

This Contract shall not be interpreted to inure to the benefit of a third party not a party to this Contract. This Contract 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 contract, party's agent, or party's employee, otherwise provided by law.

23 REPRESENTATION AND WARRANTIES

23.1 PROVIDER hereby represents and warrants the following:

23.1.1 That is has all necessary right, title, license and authority to enter into this Contract,

23.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof,

23.1.3 That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Contract;

23.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations; and

23.1.5 That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both English and Spanish language versions of the following official notice forms that are available on the TJJD website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation.*

24 TEXAS LAW TO APPLY

This contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

25 VENUE

Exclusive venue for any litigation arising from this contract shall be in Tarrant County, Texas.

26 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

26.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation by TJJD or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this contract.

26.2 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this contract is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certificate is inaccurate. ***(Attachment "A" - Family Code 231.006)***

26.3 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.

26.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.

26.5 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the ***Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services*** – **(*Attachment "B"*),** if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.

26.6 PROVIDER understands that the acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received the contract form all or part of the consideration.

26.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.

26.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.

26.9 The PROVIDER, prior to an employee being designated to provide services under this contract, agrees to allow TCJS to conduct a criminal background check and a child abuse registry check in the manner specific and in accordance with the Prison Rape Elimination Act and TJJD standards. Certain employees may be prohibited from providing services to youth under this contract.

26.10 The PROVIDER agrees that any employee prior to providing services under this contract will be required to attend Orientation Training and Prison Rape Elimination Act Training provided by TCJS.

26.11 **Boycott of Israel Prohibited**. In compliance with Section 2271.001 et seq. of the Texas Government Code, Vendor verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.

26.12 **Scrutinized Business Operations Prohibited**. In compliance with Section 2252.151 et seq. of the Texas Government Code, PROVIDER warrants and represents that: (1) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither PROVIDER nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. PROVIDER further represents and warrants that neither PROVIDER nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

26.13 **Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited**. In compliance with Section 2274.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3).

26.14 **Boycott of Certain Energy Companies Prohibited**. In compliance with Section 2276.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) of the Texas Government Code.

27 LEGAL CONSTRUCTION

In case any one or more of the provisions contained in the contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

28 PRIOR AGREEMENTS SUPERSEDED

This contract constitutes the sole and only contract of the parties hereto and supersedes any prior understanding or written or oral contract between the parties regarding the within subject matter.

29 AMENDMENTS

29.1 The parties may amend this contract by subsequent written amendments. The parties will not amend this contract orally.

29.2 COUNTY may amend, modify or alter the terms of this contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVDER declines to accept changes made by COUNTY, PROVIDER may terminate this contract subject to the conditions herein.

30 DISCLOSURE OF INTERESTED PARTIES

"Parnell Ryan, Ph.D. acknowledges and agrees that he has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in **Attachment "C"**, with the Texas Ethics Commission as required by law".

31 ELECTRONIC SIGNATURES; FACSIMILE AND SCANNED COPIES; DUPLICATE ORGINALS; COUNTERPARTS; ADMISSIBILITY OF COPIES

Each party agrees that: (i) any electronic signature (if any), whether digital or encrypted, to this Agreement made by any party is intended to authenticate this Agreement and shall have the same force and effect as an original manual signature; and (ii) any signature to this Agreement by any party transmitted by facsimile or by electronic mail shall be valid and effective to bind that party so signing with the same force and effect as an original manual signature. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile or electronic transmission, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. This Agreement may be executed in multiple duplicate originals and all such duplicate originals shall be deemed to constitute one and the same instrument. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to constitute a single instrument. The parties agree that a true and correct copy of the original of this Agreement shall be admissible in a court of law in lieu of the original Agreement for all purposes of enforcement hereof.

EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the_____day of _____, 2025, by Commissioners Court Order Number_____

TARRANT COUNTY
STATE OF TEXAS

X _____ 8/26/25
Alex Kim Date
323rd District Court
2701 Kimbo Road, Fort Worth, TX 76111

Parnell Ryan, Ph.D.

X _____ 8/26/25
Parnell Ryan, Ph.D. Date
3609 Smith Barry Road, Suite 150
Pantego, TX 76013

COUNTY OF TARRANT
STATE OF TEXAS

_____
Tim O'Hare Date
County Judge

***CERTIFICATION OF AVAILABLE FUNDS FOR CONTRACTS AS A WHOLE IS NOT TO EXCEED THE AMOUNT OF $155,000:**

***$155,000 is contingent upon Commissioners Court approval of Fiscal Year 2026 Operating Budget**

10000-2026/4132500000/585143

APPROVED AS TO FORM:

James Marvin Nichols
Criminal District Attorney's Office*

CERTIFICATION OF
AVAILABLE FUNDS: $_____

_____
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.

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: RFQ 2023-141 - Annual Contract for Juvenile Forensic Assessment Services - Juvenile Services - Various Vendors - Exercise Final Option for Renewal - Same Contract Terms

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

   Yes_____ No __√__

2. Does the county action limit or restrict a real property right, even partially or temporarily?

   Yes_____ No __√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

****

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 5
Department: Purchasing	**Prepared By:** Wanyu Chen	**Approved By:** Christopher Lax, CPSM, CPSD, CPCP

SUBJECT:

RFP No. F2024155 - Annual Contract for Appian Professional Services - Information Technology - Perficient, Inc. - Exercise First Option for Renewal - Same Contract Terms

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve renewal of RFP No. F2024155, Annual Contract for Appian Professional Services, for the first optional twelve (12) month period at the same contract terms.

BACKGROUND

On November 19, 2024, the Commissioners Court, through Court Order #144257, awarded RFP No. F2024155, Annual Contract for Appian Professional Services, for Information Technology, to Perficient, Inc.

The award was based upon evaluation criteria set forth in the RFP specifications and contained options to renew for two (2) additional twelve (12) month periods.

The Appian platform is software that automates and optimizes business processes. Related professional services are for ongoing software support and enhancements for the platform, benefitting multiple County departments.

The vendor notified Purchasing in writing that they will extend the same contract terms through November 4, 2026. Information Technology notified Purchasing in writing that they are pleased with the vendor and wants to renew.

Therefore, it is the joint recommendation of Information Technology and Purchasing that the Commissioners Court approve renewal of RFP No. F2024155, Annual Contract for Appian Professional Services, for another twelve (12) month period.

Subject to continued funding by the Commissioners Court, this agreement shall automatically renew November 4, 2026, hereafter for one (1) twelve (12) month period ending on November 3, 2027, unless sooner terminated by either party as provided herein.

FISCAL IMPACT

Expenses for the last twelve (12) months were $322,700.00. The department has requested funding in the account 10000-2026 General Fund/ 1810410000 Appication Development/Support/ 578025 Software Maintenance and Licenses.

Attachments

F2024155 Backup.pdf

TARRANT COUNTY PURCHASING DEPARTMENT
100 E. Weatherford St. #303 • Fort Worth, TX 76196 • (817) 884-1414 • (817) 884-2629 (Fax)

Melissa Lee, C.P.M., A.P.P.
Purchasing Agent

Chris Lax, MS.SCM, CPSM, CPSD, CPCP
Assistant Purchasing Agent

August 8, 2025

Mwandama Mutanuka
Managing Director
Perficient, Inc.
555 Maryville University Dr. Suite 600
Saint Louis, MO 63141

Re: RFP No. F2024155, Annual Contract for Appian Professional Services

Dear Mwandama:

The referenced bid was for twelve (12) months with two (2) options to renew for an additional twelve (12) months each. The original contract was for the period of November 5, 2024 through November 4, 2025. The effective dates for the first renewal option will run from November 5, 2025 through November 4, 2026.

Tarrant County Purchasing Department hereby extends an invitation Perficient, Inc. to accept the first option for an additional one (1) year period as the primary vendor for this bid as awarded on November 19, 2024. Perficient, Inc. acknowledges formal renewal of the option and any contract is contingent upon review and approval by the Tarrant County Commissioners Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All prices must remain firm for the optional renewal period through November 4, 2026.

(●) Yes, Perficient, Inc. will accept the offer to extend the same contract terms through November 4, 2026. **Please include a current 1295 Form with your response.**

( ) No, Perficient, Inc. will NOT accept the offer to extend the same contract terms through November 4, 2026.

Are any other governmental entities currently utilizing this contract? ( ) Yes (●) No

If Yes, please return a listing of the participating entities with this letter.

Please email your signed response.

Sincerely,

Mwandama Mutanuka (Aug 11, 2025 10:57:40 EDT) 11-Aug-2025

Wanyu Chen, Senior Buyer
Tarrant County
817-884-1144

Mwandama Mutanuka
Managing Director - Perficient, Inc.

Date

Memorandum

To: Richard DeRoche

Dept: Information Technology Department

From: Wanyu Chen, Sr. Buyer, Purchasing Department

Date: 08/08/2025

Re: Renewal of RFP No. F2024155, Annual Contract for Appian Professional Services

---

The above referenced contract will expire on November 4, 2025. This contract included two (2) options to renew with the vendor for additional twelve (12) month terms. The first renewal term would commence November 5, 2025 and would expire November 4, 2026.

If you wish to exercise this option to renew and continue this contract with the vendor listed below for twelve more months, please check the appropriate item and email this form back to me by August 12, 2025:

Perficient, Inc.

☑ Yes, I wish to continue the current contract with the above mentioned vendor for the first renewal term of the contract.

Funds to support this contract will be provided by the following accounts:

Fund # & Year: 10000 // 2026

Cost center #: 1810410000

Expense code #: 578025

☐ No, I do not wish to continue the current contract with the above-mentioned vendor for the following reason(s).

_____

SIGNATURE: Richard DeRoche DATE: 08/08/2025

RFP No. F2024155 Annual Contract for Appian Professional Services

Award

		Perficient, Inc. St. Louis, MO HUB - No CO-OP - Yes	Tech Tammina LLC Chantilly, VA HUB - Yes
Evaluation Criteria	Max Points	Score	Score
Qualifications	300	**279.33**	110.00
Experience Providing Services Desired	300	**266.67**	95.00
References	50	**17.00**	13.60
Price	350	**179.55**	350.00
Total Score	1000	**742.55**	568.60

Notes: SMART IT PROS, INC was deemed non-responsive for failure to provide all submittal requirements necessary for evaluation, including a response that addresses the requirements and the scope of work.

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: RFP No. F2024155 - Annual Contract for Appian Professional Services - Information Technology - Perficient, Inc. - Exercise First Option for Renewal - Same Contract Terms

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

   Yes_____ No __√__

2. Does the county action limit or restrict a real property right, even partially or temporarily?

   Yes_____ No __√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

****

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 14
Department: Purchasing	**Prepared By:** Teresa Ralls	**Approved By:** Christopher Lax, CPSM, CPSD, CPCP

SUBJECT:

RFP No. F2024167 - Annual Contract for Counseling and Education Services for Veterans Treatment Program - Criminal Courts Support - Various Vendors - Exercise First Option for Renewal - Same Contract Terms

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve renewal of RFP No. F2024167, Annual Contract for Counseling and Education Services for Veterans Treatment Program, for the first optional twelve (12) month period for at the same contract terms with the following vendors:

Primary	Dreamwork Infusion and Wellness Center	Section 1
	Dr. Julie Gray - Lighted Pathways Psychology, Inc.	Section 1
	Free for Life Group	Section 1
	Center for Therapeutic Change	Section 2
	Nienhouse Group, Inc. d/b/a TRAC Solutions	Section 3

BACKGROUND

On October 1, 2024, the Commissioners Court, through Court Order #144013, awarded RFP No. F2024167, Annual Contract for Counseling and Education Services for Veterans Treatment Program, for Criminal Courts Support, to the following vendors:

Primary	Dreamwork Infusion and Wellness Center	Section 1
	Dr. Julie Gray - Lighted Pathways Psychology, Inc.	Section 1
	Free for Life Group	Section 1
	Opportunities Counseling Center	Section 2
	Center for Therapeutic Change	Section 2
	Nienhouse Group, Inc. d/b/a TRAC Solutions	Section 3

The awards were based upon evaluation criteria set forth in the RFP specifications and contained options to renew for two (2) additional twelve (12) month periods.

The purpose of this contract is to divert Justice-Involved Veterans (JIV) from the traditional criminal justice system and partner with local vendors to provide them with the treatment services needed to lead a productive and law-abiding lifestyle, reducing recidivism, improving mental health recovery, and enabling successful reentry into the community.

On March 5, 2025, a letter of termination was sent to Opportunities Counseling Center, Inc. The remaining vendors notified Purchasing in writing that they will extend the same contract terms through October 5, 2026. Criminal Courts Support notified Purchasing in writing that they are pleased with the remaining vendors and want to renew.

Therefore, it is the joint recommendation of Criminal Courts Support and Purchasing that the Commissioners Court approve renewal of RFP No. F2024167, Annual Contract for Counseling and Education Services for Veterans Treatment Program, for another twelve (12) month period.

Subject to continued funding by the Commissioners Court, this agreement shall automatically renew October 5, 2026, hereafter for one (1) twelve (12) month period ending on October 4, 2027, unless sooner terminated by either party as provided herein.

FISCAL IMPACT

Expenses for the last twelve (12) months were $120,984.00. Funding is available in account GRANT-2004 Grants Fund/M0061-2026 Veterans Treatment Court/4250100000 Veterans Diversion Court/569011 Professional Services.

Attachments

Agenda Link Backup.V2.pdf

TARRANT COUNTY PURCHASING DEPARTMENT
100 E. Weatherford St. #303 • Fort Worth, TX 76196 • (817) 884-1414 • (817) 884-2629 (Fax)

Melissa Lee, C.P.M., A.P.P.
Purchasing Agent

Chris Lax, MS.SCM, CPSM, CPSD, CPCP
Assistant Purchasing Agent

July 10, 2025

Marcus Logan
Dreamwork Infusion and Wellness Center
8751 Collin McKinney Pkwy, #104
Frisco, TX 75034

Re: RFP No. F2024167 – Annual Contract for Counseling and Education Services for Veterans Treatment Program

Dear Mr. Logan:

Referenced bid was for twelve (12) months with two (2) options to renew for an additional twelve (12) months each. The original contract was for the period of October 6, 2024, through October 5, 2025. The effective dates for the first renewal option will run from October 6, 2025, through October 5, 2026.

Tarrant County Purchasing Department hereby extends an invitation to Dreamwork Infusion and Wellness Center to accept the first option for an additional one (1) year period as awarded on October 1, 2024. Dreamwork Infusion and Wellness Center acknowledges formal renewal of the option and any contract is contingent upon review and approval by the Tarrant County Commissioners Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All prices must remain firm for the optional renewal period through October 5, 2026.

X ☑ Yes, Dreamwork Infusion and Wellness Center will accept the offer to extend the same contract terms through October 5, 2026. **Please include a current 1295 Form with your response.**

☐ No, Dreamwork Infusion and Wellness Center will NOT accept the offer to extend the same contract terms through October 5, 2026.

Are any other governmental entities currently utilizing this contract? ☐ Yes ☑ No X

If Yes, please return a listing of the participating entities with this letter.

Please email or fax your signed response.

Sincerely,

Teresa Ralls, Senior Buyer
Tarrant County
817-884-3246

Marcus Logan,
Dreamwork Infusion and Wellness Center

7/10/2025
Date

TARRANT COUNTY PURCHASING DEPARTMENT
100 E. Weatherford St. #303 • Fort Worth, TX 76196 • (817) 884-1414 • (817) 884-2629 (Fax)

Melissa Lee, C.P.M., A.P.P.
Purchasing Agent

Chris Lax, MS.SCM, CPSM, CPSD, CPCP
Assistant Purchasing Agent

July 11, 2025

Dr. Julie Gray
Lighted Pathways Psychology, Inc.
1820 Preston Park Blvd, Suite 2200
Plano, TX 75093

Re: RFP No. F2024167 – Annual Contract for Counseling and Education Services for Veterans Treatment Program

Dear Dr., Gray:

Referenced bid was for twelve (12) months with two (2) options to renew for an additional twelve (12) months each. The original contract was for the period of October 6, 2024, through October 5, 2025. The effective dates for the first renewal option will run from October 6, 2025, through October 5, 2026.

Tarrant County Purchasing Department hereby extends an invitation to Lighted Pathways Psychology, Inc.to accept the first option for an additional one (1) year period as awarded on October 1, 2024. Lighted Pathways Psychology, Inc. acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioners Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All prices must remain firm for the optional renewal period through October 5, 2026.

☑ Yes, Lighted Pathways Psychology, Inc. will accept the offer to extend the same contract terms through October 5, 2026. **Please include a current 1295 Form with your response.**

☐ No, Lighted Pathways Psychology, Inc. will NOT accept the offer to extend the same contract terms through October 5, 2026.

Are any other governmental entities currently utilizing this contract? ☐ Yes ☑ No

If Yes, please return a listing of the participating entities with this letter.

Please email or fax your signed response.

Sincerely,

Teresa Ralls, Senior Buyer
Tarrant County
817-884-3246

Dr. Julie Gray
Lighted Pathways Psychology, Inc.

8-4-25
Date

TARRANT COUNTY PURCHASING DEPARTMENT
100 E. Weatherford St. #303 • Fort Worth, TX 76196 • (817) 884-1414 • (817) 884-2629 (Fax)

Melissa Lee, C.P.M., A.P.P.
Purchasing Agent

Chris Lax, MS.SCM, CPSM, CPSD, CPCP
Assistant Purchasing Agent

August 8, 2025

Kelly Bellamy
Center for Therapeutic Change
1049 Creek Hollow Ln
Fort Worth, TX 76131

Re: RFP No. F2024167 – Annual Contract for Counseling and Education Services for Veterans Treatment Program

Dear Ms. Bellamy:

Referenced bid was for twelve (12) months with two (2) options to renew for an additional twelve (12) months each. The original contract was for the period of October 6, 2024, through October 5, 2025. The effective dates for the first renewal option will run from October 6, 2025, through October 5, 2026.

Tarrant County Purchasing Department hereby extends an invitation to Center for Therapeutic Change to accept the first option for an additional one (1) year period as awarded on October 1, 2024. Center for Therapeutic Change acknowledges formal renewal of the option and any contract is contingent upon review and approval by the Tarrant County Commissioners Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All prices must remain firm for the optional renewal period through October 5, 2026.

☑ Yes, Center for Therapeutic Change will accept the offer to extend the same contract terms through October 5, 2026. **Please include a current 1295 Form with your response.**

☐ No, Center for Therapeutic Change will NOT accept the offer to extend the same contract terms through October 5, 2026.

Are any other governmental entities currently utilizing this contract? ☐ Yes ☑ No

If Yes, please return a listing of the participating entities with this letter.

Please email or fax your signed response.

Sincerely,

Teresa Ralls, Senior Buyer
Tarrant County
817-884-3246

Kelly Bellamy
Center for Therapeutic Change.

08/1/2025
Date

TARRANT COUNTY PURCHASING DEPARTMENT
100 E. Weatherford St. #303 • Fort Worth, TX 76196 • (817) 884-1414 • (817) 884-2629 (Fax)

Melissa Lee, C.P.M., A.P.P.
Purchasing Agent

Chris Lax, MS.SCM, CPSM, CPSD, CPCP
Assistant Purchasing Agent

August 8, 2025

Van Martin
Free for Life Group
1100 East Lancaster Ave
Fort Worth, TX 76102

Re: RFP No. F2024167 – Annual Contract for Counseling and Education Services for Veterans Treatment Program

Dear Mr. Martin:

Referenced bid was for twelve (12) months with two (2) options to renew for an additional twelve (12) months each. The original contract was for the period of October 6, 2024, through October 5, 2025. The effective dates for the first renewal option will run from October 6, 2025, through October 5, 2026.

Tarrant County Purchasing Department hereby extends an invitation to Free for Life Group to accept the first option for an additional one (1) year period as awarded on October 1, 2024. Free for Life Group acknowledges formal renewal of the option and any contract is contingent upon review and approval by the Tarrant County Commissioners Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All prices must remain firm for the optional renewal period through October 5, 2026.

☑ Yes, Free for Life Group will accept the offer to extend the same contract terms through October 5, 2026. **Please include a current 1295 Form with your response.**

☐ No, Free for Life Group will NOT accept the offer to extend the same contract terms through October 5, 2026.

Are any other governmental entities currently utilizing this contract? ☐ Yes ☑ No

If Yes, please return a listing of the participating entities with this letter.

Please email or fax your signed response.

Sincerely,

Teresa Ralls, Senior Buyer
Tarrant County
817-884-3246

Van Martin Digitally signed by Van Martin Date: 2025.08.08 12:39:18 -05'00'

Van Martin
Free for Life Group

Date

TARRANT COUNTY PURCHASING DEPARTMENT
100 E. Weatherford St. #303 • Fort Worth, TX 76196 • (817) 884-1414 • (817) 884-2629 (Fax)

Melissa Lee, C.P.M., A.P.P.
Purchasing Agent

Chris Lax, MS.SCM, CPSM, CPSD, CPCP
Assistant Purchasing Agent

August 8, 2025

Jacquie Sheehey
Nienhouse Group, Inc. DBA
TRAC Solutions 1100 East Lancaster Ave
110 N. Wacker Dr, Suite 2500
Chicago, IL 60606

Re: RFP No. F2024167 – Annual Contract for Counseling and Education Services for Veterans Treatment Program

Dear Ms. Sheehey:

Referenced bid was for twelve (12) months with two (2) options to renew for an additional twelve (12) months each. The original contract was for the period of October 6, 2024, through October 5, 2025. The effective dates for the first renewal option will run from October 6, 2025, through October 5, 2026.

Tarrant County Purchasing Department hereby extends an invitation to Nienhouse Group, Inc. d/b/a TRAC Solutions to accept the first option for an additional one (1) year period as awarded on October 1, 2024. Nienhouse Group, Inc. d/b/a TRAC Solutions acknowledges formal renewal of the option and any contract is contingent upon review and approval by the Tarrant County Commissioners Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All prices must remain firm for the optional renewal period through October 5, 2026.

☒ Yes, Nienhouse Group, Inc. d/b/a TRAC Solutions will accept the offer to extend the same contract terms through October 5, 2026. **Please include a current 1295 Form with your response.**

☐ No, Nienhouse Group, Inc. d/b/a TRAC Solutions will NOT accept the offer to extend the same contract terms through October 5, 2026.

Are any other governmental entities currently utilizing this contract? ☐ Yes ☒ No

If Yes, please return a listing of the participating entities with this letter.

Please email or fax your signed response.

Sincerely,

Teresa Ralls, Senior Buyer
Tarrant County
817-884-3246

Jacquie Sheehey
Nienhouse Group, Inc.
d/b/a TRAC Solutions

8-11-25
Date

Memorandum

To: Courtney Young

Dept: Criminal Courts Administration; Veterans Diversion Court

From: Teresa Ralls, Sr. Buyer, Purchasing Department

Date: July 3, 2025

Re: Renewal of RFP F2024167, Annual Contract for Counseling and Education Services for Veterans Treatment Program

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The above referenced contract will expire on October 5, 2025. This contract included two (2) options to renew with the vendor for additional twelve (12) month terms. The first renewal term would commence October 6, 2025 and would expire October 5, 2026

If you wish to exercise this option to renew and continue this contract with the vendor listed below for twelve more months, please check the appropriate item and email this form back to me by July 9, 2025:

Dreamwork Infusion and Wellness Center
Dr. Julie Gray - Lighted Pathways Psychology, Inc
Free for Life Group
Center for Therapeutic Change
Nienhouse Group, Inc. d/b/a TRAC Solutions

☑ Yes, I wish to continue the current contract with the above mentioned vendor for the first renewal term of the contract.

Funds to support this contract will be provided by the following accounts:

M0061-2026/4250100000

☐ No, I do not wish to continue the current contract with the above-mentioned vendor for the following reason(s).

SIGNATURE: Courtney Young DATE: 7/3/2025

RFP No. F2024167 Annual Contract for Counseling and Education Services for Veterans Treatment Program

Section 1 Best and Final Offer Scores - Mental Health

		Award	Award	Award
		Dr. Julie Gray - Lighted Pathways Psychology Inc. Plano, TX HUB - Yes CO-OP - Yes	**Free for Life Group Fort Worth, TX HUB - No CO-OP - Yes**	**Dreamwork Infusion and Wellness Center Frisco, TX HUB - Yes CO-OP - Yes**
Evaluation Criteria	Max Points	**Score**	**Score**	**Score**
Qualifications and Experience	275	**174**	**187**	**148**
Response to Requirements	275	**220**	**184**	**204**
References	100	**95**	**100**	**100**
Price	350	**283**	**263**	**338**
Total	1000	**772**	**734**	**790**

Notes: The Enrichment Place submitted a no-bid.

RFP No. F2024167 Annual Contract for Counseling and Education Services for Veterans Treatment Program

Section 1 Initial Scores - Mental Health

		Center for Therapeutic Change Fort Worth, TX HUB - No	Dr. Julie Gray - Lighted Pathways Psychology Inc. Plano, TX HUB - Yes	Free for Life Group Fort Worth, TX HUB - No
Evaluation Criteria	Max Points	Score	Score	Score
Qualifications and Experience	275	158	174	187
Response to Requirements	275	158	220	184
References	100	60	95	100
Price	350	350	280	263
Total	1000	726	769	734

		Dreamwork Infusion and Wellness Center Frisco, TX HUB - Yes	HIP Healthy Innovative Processes San Antonio, TX HUB - Yes
Evaluation Criteria	Max Points	Score	Score
Qualifications and Experience	275	148	36
Response to Requirements	275	204	46
References	100	100	20
Price	350	300	263
Total	1000	752	365

Notes: The Enrichment Place submitted a no-bid.

RFP No. F2024167 Annual Contract for Counseling and Education Services for Veterans Treatment Program

Section 2 Best and Final Offer Scores - Outpatient Program Treatment

		Award	Award
		Opportunities Counseling Center Fort Worth, TX HUB - Yes CO-OP - Yes	**Center for Therapeutic Change Fort Worth, TX HUB - No CO-OP - Yes**
Evaluation Criteria	Max Points	**Score**	**Score**
Qualifications and Experience	275	**229**	**196**
Response to Requirements	275	**201**	**100**
References	100	**65**	**60**
Price	350	**350**	**313**
Total	1000	**845**	**669**

Notes: The Enrichment Place submitted a no-bid.

RFP No. F2024167 Annual Contract for Counseling and Education Services for Veterans Treatment Program

Section 2 Initial Scores - Outpatient Program Treatment

		Award		**Award**
		Opportunities Counseling Center Fort Worth, TX HUB - Yes CO-OP - Yes	HIP Healthy Innovative Processes San Antonio, TX HUB - Yes	**Center for Therapeutic Change Fort Worth, TX HUB - No CO-OP - Yes**
Evaluation Criteria	Max Points	**Score**	Score	**Score**
Qualifications and Experience	275	**229**	42	**196**
Response to Requirements	275	**201**	33	**100**
References	100	**65**	20	**60**
Price	350	**350**	280	**313**
Total	1000	**845**	375	**669**

Notes: The Enrichment Place submitted a no-bid.

RFP No. F2024167 Annual Contract for Counseling and Education Services for Veterans Treatment Program

Section 3 SCRAM Secure Continuous Remote Alcohol Monitor

		Award	
		Nienhouse Group, Inc d/b/a TRAC Solutions Chhicago, IL HUB - No CO-OP - Yes	HIP Healthy Innovative Processes San Antonio, TX HUB - Yes
Evaluation Criteria	Max Points	**Score**	Score
Qualifications and Experience	275	**209**	31
Response to Requirements	275	**120**	28
References	100	**65**	20
Price	350	**350**	292
Total	1000	**744**	371

Notes: The Enrichment Place submitted a no-bid.
Recovery Monitoring Systems and Center for Therapeutic Change were deemed non-responsive for Section 3 for failure to bid all lines in a section as required.

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: RFP No. F2024167 - Annual Contract for Counseling and Education Services for Veterans Treatment Program- Criminal Courts - Various Vendors - Exercise First Option for Renewal - Same Contract Terms

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

   Yes _____ No √

2. Does the county action limit or restrict a real property right, even partially or temporarily?

   Yes _____ No √

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

****

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 7
Department: Purchasing	**Prepared By:** Dallas Arter	**Approved By:** Christopher Lax, CPSM, CPSD, CPCP

SUBJECT:

RFP No. F2024172 - Annual Contract for SAP Managed Services - Information Technology - Various Vendors - Exercise First Option for Renewal - Same Contract Terms

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approval renewal of RFP No. F2024172, Annual Contract for SAP Managed Services, for Information Technology, for the first optional twelve (12) month period at the same contract terms.

BACKGROUND

On November 19, 2024, the Commissioners Court, through Court Order #144259, awarded RFP No. F2024172, Annual Contract for SAP Managed Services, for Information Technology, to the following vendors:

Primary	Anand Pag Inc.
Secondary	Techyon Technologies, LLC

The awards were based upon evaluation criteria set forth in the RFP specifications and contained options to renew for two (2) additional twelve (12) month periods.

The purpose of this contract is to obtain dedicated resources for SAP projects and support initiatives on a monthly fixed-fee basis, as well as as-needed, occasional support on an hourly rate basis. The support activities include mentoring, training, configuration, enhancements, and the introduction of new functionalities.

The vendors notified Purchasing in writing that they will extend the same contract terms through November 4, 2026. Information Technology notified Purchasing in writing that they are pleased with the vendors and want to renew.

Therefore, it is the joint recommendation of Information Technology and Purchasing that the Commissioners Court approve renewal of RFP No. F2024172, Annual Contract for SAP Managed Services, for another twelve (12) month period.

Subject to continued funding by the Commissioners Court, this agreement shall automatically renew November 4, 2026, hereafter for one (1) twelve (12) month period ending on November 3, 2027, unless sooner terminated by either party as provided herein.

FISCAL IMPACT

Expenses for the last twelve (12) months were $468,000.00. Funding in the amount of $500,000.00 is available in account 1000-2026 General Fund/1810410000 Application Develop/Support/569011 Professional Services.

Attachments

Backup Docs - 1.pdf

TARRANT COUNTY PURCHASING DEPARTMENT
100 E. Weatherford St. #303 • Fort Worth, TX 76196 • (817) 884-1414 • (817) 884-2629 (Fax)

Melissa Lee, C.P.M., A.P.P.
Purchasing Agent

Chris Lax, CPSM, CPSD, CPCP
Assistant Purchasing Agent

August 13, 2025

Rama Yenamandra
Anand Pag Inc.
1300 W. Walnut Hill Ln, Ste 111
Irving, TX 75038

Re: RFP No. F2024172 – Annual Contract for SAP Managed Services

Dear Rama Yenamandra,

Referenced RFP was for twelve (12) months with two (2) options to renew for additional twelve (12) months each. The original contract was for the period of November 5, 2024, through November 4, 2025. The first renewal option will run from November 5, 2025, through November 4, 2026.

Tarrant County Purchasing Department hereby extends an invitation to Anand Pag Inc, to accept the first option for an additional one (1) year period as the primary vendor for this contract as awarded on November 19, 2024. Please mark the appropriate response below and provide your signature above your printed name. All prices must remain firm for the optional renewal period through November 4, 2026.

☒ Yes, Anand Pag Inc. will accept the offer to extend the same contract terms through November 4, 2026.
Please include a current 1295 Form with your response.

☐ No, Anand Pag Inc. will NOT accept the offer to extend the same contract terms through November 4, 2026.

Are any other governmental entities currently utilizing this contract? ☐ Yes ☒ NO

If yes, please return a listing of the participating entities with this letter.

Please return your signed response via email to Dallas Arter, Senior Buyer, Tarrant County Purchasing.

Sincerely,

Dallas Arter

Dallas Arter, Senior Buyer
Tarrant County
817-884-1057

Rama Yenamandra
Anand Pag Inc.

08/14/2025
Date

TARRANT COUNTY PURCHASING DEPARTMENT
100 E. Weatherford St. #303 • Fort Worth, TX 76196 • (817) 884-1414 • (817) 884-2629 (Fax)

Melissa Lee, C.P.M., A.P.P.
Purchasing Agent

Chris Lax, CPSM, CPSD, CPCP
Assistant Purchasing Agent

August 13, 2025

Krish Mujje
Techyon Technologies, LLC.
508 Silicon Drive, Suite 100
Southlake, TX 76092

Re: RFP No. F2024172 – Annual Contract for SAP Managed Services

Dear Krish Mujje,

Referenced RFP was for twelve (12) months with two (2) options to renew for additional twelve (12) months each. The original contract was for the period of November 5, 2024, through November 4, 2025. The first renewal option will run from November 5, 2025, through November 4, 2026.

Tarrant County Purchasing Department hereby extends an invitation to Tachyon Technologies, LLC to accept the first option for an additional one (1) year period as the secondary vendor for this contract as awarded on November 19, 2024. Please mark the appropriate response below and provide your signature above your printed name. All prices must remain firm for the optional renewal period through November 4, 2026.

☑ Yes, Tachyon Technologies, LLC will accept the offer to extend the same contract terms through November 4, 2026. **Please include a current 1295 Form with your response.**

☐ No, Tachyon Technologies, LLC will NOT accept the offer to extend the same contract terms through November 4, 2026.

Are any other governmental entities currently utilizing this contract? ☐ Yes ☑ NO

If yes, please return a listing of the participating entities with this letter.

Please return your signed response via email to Dallas Arter, Senior Buyer, Tarrant County Purchasing.

Sincerely,

Dallas Arter
Dallas Arter, Senior Buyer
Tarrant County
817-884-1057

Krish Mujje
Tachyon Technologies, LLC

08/14/2025
Date

Memorandum

To: Prasanna Pilli

Dept: Information Technology

From: Dallas Arter, Sr. Buyer, Purchasing Department

Date: 08/08/2025

Re: Renewal of RFP No. F2024172 – Annual Contract for SAP Managed Services

---

The above-mentioned contract will expire on November 4, 2025. This contract included two (2) options to renew with the vendors for two (2) additional twelve (12) month terms. The first optional twelve (12) month period would commence on November 5, 2025, and would expire on November 4, 2026.

If you wish to exercise this first option to renew and continue this contract with all ranked vendors for twelve more months, please check the appropriate item and email it to me by August 15, 2025.

☑ Yes, I wish to continue the current contract with the ranked vendors for the first renewal term of the contract.

☐ No, I do not wish to continue the current contract with the ranked vendors for the following reason (s):

_____

Funds to support this contract will be provided by the following accounts:

1810600000

Budgeted amount: $ $500,000

SIGNATURE: Prasanna Pilli DATE: 08/08/2025

RFP No. F2024172 Annual Contract for SAP Managed Services

		Primary Award	*Secondary Award*				
Evaluation Criteria	Max Point Value	**Anand Pag Inc. Irving, TX HUB - Yes CO-OP - Yes**	*Tachyon Technologies, LLC Southlake, TX HUB - No CO-OP - Yes*	Avvale Inc. Denver, CO HUB - No	Brains Technology Solutions Inc. Frisco, TX HUB - No	Genius Business Solutions, Inc. Moline, IL HUB - Yes	IT Resonance Inc. Naperville, IL HUB - Yes
Qualifications and Experience	300	**205**	*193*	170	108	190	210
Response to Requirements	250	**165**	*156*	159	90	155	171
References	100	**100**	*45*	33	62	97	91
Price	350	**334**	*350*	108	82	77	140
TOTAL	1000	**804**	*744*	470	342	519	612

No-Bids: Gill Digital Services, LLC, Aspire HR, Inc., CSI Leasing, Inc., 3-C Technology LLC, Communication Concepts, Hypertec USA Inc., CW Print Services Inc., Green Light Group Tours, Design Werks, Olivares Electric of El Paso, LLC, Supreme Garage Door LLC

RFP No. F2024172 Annual Contract for SAP Managed Services

Evaluation Criteria	Max Point Value	Miracle Software Systems, Inc. Novi, MI HUB - Yes	Phoenix Business Consulting Sarasota, FL HUB - No	S2integrators LLC Atlanta, GA HUB - No	Sage Group Technologies, Inc. Hazlet, NJ HUB - Yes	SITA Corp. Somerset, NJ HUB - Yes
Qualifications and Experience	300	105	233	183	213	118
Response to Requirements	250	83	174	140	164	98
References	100	58	56	100	93	30
Price	350	217	130	165	217	217
TOTAL	1000	463	593	588	687	463

No-Bids: Gill Digital Services, LLC, Aspire HR, Inc., CSI Leasing, Inc., 3-C Technology LLC, Communication Concepts, Hypertec USA Inc., CW Print Services Inc., Green Light Group Tours, Design Werks, Olivares Electric of El Paso, LLC, Supreme Garage Door LLC

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: RFP No. F2024172 – Annual Contract for SAP Managed Services – Information Technology – Various Vendors - Per Contract Term.

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

   Yes_____ No __√__

2. Does the county action limit or restrict a real property right, even partially or temporarily?

   Yes_____ No __√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

****

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 6
Department: Purchasing	**Prepared By:** Dallas Arter	**Approved By:** Christopher Lax, CPSM, CPSD, CPCP

SUBJECT:

Consideration of Cooperative for Information Technology Subscription Based Research and Related Services - #DIR-CPO-5253 - Information Technology - Gartner, Inc. - Exercise First Option for Renewal - Same Contract Terms

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider contract renewal for Cooperative for Information Technology Subscription Based Research and Related Services, utilizing the State of Texas Department of Informational Resources (DIR) Contract #DIR-CPO-5253, with Gartner, Inc. for the first optional twelve (12) month period at the same contract terms.

BACKGROUND

On January 28, 2025, the Commissioners Court, through Court Order #144657, awarded Cooperative for Information Technology Subscription Based Research and Related Services, #DIR-CPO-5253 with Gartner, Inc.

The term of the contract is twelve (12) months, effective November 1, 2024, with two (2) options for renewal periods of twelve (12) months each.

Gartner, Inc. is a research and advisory provider of industry-leading, technology-related insight, guidance, and tools to enable information technology professionals to make informed business decisions. The subscription-based services provide key, on-demand deliverables such as diagnostic tools, templates, and case studies; selected vendor reports, and inquiry calls with Gartner research experts.

The vendor notified Purchasing in writing that they will extend the same contract terms through October 31, 2026. Information Technology notified Purchasing in writing that they are pleased with the vendor and want to renew.

Therefore, it is the joint recommendation of Information Technology and Purchasing that the Commissioners Court approve contract renewal for Cooperative for Information Technology Subscription Based Research and Related Services, with Gartner, Inc. for another twelve (12) month period.

FISCAL IMPACT

Expenses for last year were approximately $277,921.00. Funding for year two in the amount of $294,600.00 is available in account 10000-2026 General Fund/1810110000 IT Administration/522069 Subscriptions. Funding for year three in the amount of $312,279.00 will be requested in the FY27 budget.

Attachments

Backup Documents.pdf

Docusign Envelope ID: A2679607-05B3-4A0F-B3F3-1AB853495436

TARRANT COUNTY PURCHASING DEPARTMENT
100 E. Weatherford St. #303 • Fort Worth, TX 76196 • (817) 884-1414 • (817) 884-2629 (Fax)

Melissa Lee, C.P.M., A.P.P.
Purchasing Agent

Chris Lax, CPSM, CPSD, CPCP
Assistant Purchasing Agent

August 14, 2025

David Vixama
Gartner, Inc.
56 Top Gallant Rd.
Stamford, CT 06904

Re: DIR-CPO-5253 – Information Technology Subscription Based Research and Related Services

Dear Mr. Vixama,

Referenced DIR-CPO-5253 was for twelve (12) months with two (2) options to renew for additional twelve (12) months each. The original contract was for the period of November 1, 2024, through October 31, 2025. The first renewal option will run from November 1, 2025, through October 31, 2026.

Tarrant County Purchasing Department hereby extends an invitation to Gartner, Inc, to accept the first option for an additional one (1) year period as the primary vendor for this contract as awarded on November 1, 2024. Please mark the appropriate response below and provide your signature above your printed name. All prices must remain firm for the optional renewal period through October 31, 2026.

☒ Yes, Gartner, Inc. will accept the offer to extend the same contract terms through October 31, 2026.

☐ No, Gartner, Inc. will NOT accept the offer to extend the same contract terms through October 31, 2026.

Please return your signed response via email to Dallas Arter, Senior Buyer, Tarrant County Purchasing.

Sincerely,

Dallas Arter
Dallas Arter, Senior Buyer
Tarrant County
817-884-1057

DocuSigned by:
David Vixama
CCE13228C8BD44B...
David Vixama Assoc. Director
Gartner, Inc

August 15, 2025
Date

Memorandum

To: Russell Scott

Dept: Information Technology

From: Dallas Arter, Sr. Buyer, Purchasing Department

Date: 08/14/2025

Re: Renewal of DIR-CPO-5253, Information Technology Subscription Based Research and Related Services

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The above-mentioned contract will expire on October 31, 2025. This contract included two (2) options to renew for two (2) additional twelve (12) month terms. The first optional twelve (12) month period would commence on November 1, 2025, and would expire on October 31, 2026.

If you wish to exercise this first option to renew and continue this contract with Gartner, Inc. for twelve more months, please check the appropriate item and email it to me by August 14, 2025.

☑ Yes, I wish to continue the current contract with Gartner, Inc. for the first renewal term of the contract.

Funds to support this contract will be provided by the following accounts:

_____

○ No, I do not wish to continue the current contract with Gartner, Inc. for the following reason (s):

_____

SIGNATURE: _____ DATE: 8/14/25

DIR-CPO-5253 APPENDIX D

Gartner, Inc. Services Agreement for TARRANT COUNTY TEXAS (INC) ("Customer")

This Service Agreement ("**SA**") and DIR Contract No. DIR-CPO-5253 constitutes the complete agreement between **Gartner, Inc.** of 56 Top Gallant Road, Stamford, CT 06904 ("**Gartner**") and Customer for the Services (as defined below). The SA is based upon and governed by the Contract for Services with the State of Texas Department of Information Services ("DIR") Contract No. DIR-CPO-5253 (the "DIR Contract") between Gartner and DIR, the terms of which are incorporated by reference for use by the Customer. In the event of a conflict between this SA and the DIR Contract, the DIR Contract shall control. The General Terms contained herein and all applicable Vendor Services Descriptions shall apply to this SA and shall be effective when signed by both parties. Customer agrees to subscribe to the following Services for the term and fees set forth below. All fees shall be as set forth in Appendix C of DIR Contract No DIR-CPO-5253.

1. DEFINITIONS AND ORDER SCHEDULE

a. Services are the subscription-based research and related services purchased by Customer in the Order Schedule below and described in the Service Descriptions.

b. Service Descriptions, the terms of which are incorporated by reference, are attached to this SA and describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service.

Service Names and Levels of Access are defined in the Service Descriptions. Gartner may periodically update the names and the deliverables for each Service. If Customer adds Services or upgrades the level of service or access, an additional Service Agreement will be required.

Service Name	Level of Access	Quantity	Name of User to be Licensed	Contract Term Start Date	Contract Term End Date	Annual Fee USD	Total Fee USD
IT Leadership Team	Advisor Member	1	Eric Metcalf	01-NOV-2024	31-OCT-2025	$35,155.00	$35,155.00
IT Leadership Team	Cross Function Member	2	Michael Webb, Carolyn Bogan	01-NOV-2024	31-OCT-2025	$45,542.00	$45,542.00
IT Leadership Team	Leader	1	Anthony Jackson	01-NOV-2024	31-OCT-2025	$35,155.00	$35,155.00
Gartner for CISOs	Individual Access	1	Russell Scott	01-NOV-2024	31-OCT-2025	$68,514.00	$68,514.00
Gartner for Technical Professionals	Advisor Small and Midsize Business Enterprise Access	1	TBD	01-NOV-2024	31-OCT-2025	$72,877.00	$72,877.00
IT Leadership Team	Cross Function Member	1	Peju Ajunwon	01-NOV-2024	31-OCT-2025	$20,678.00	$20,678.00
				Term Total	(Excluding applicable taxes)		$277,921.00
IT Leadership Team	Advisor Member	1	Eric Metcalf	01-NOV-2025	31-OCT-2026	$37,265.00	$37,265.00
IT Leadership Team	Cross Function Member	2	Michael Webb, Carolyn Bogan	01-NOV-2025	31-OCT-2026	$48,276.00	$48,276.00
IT Leadership Team	Leader	1	Anthony Jackson	01-NOV-2025	31-OCT-2026	$37,265.00	$37,265.00
Gartner for CISOs	Individual Access	1	Russell Scott	01-NOV-2025	31-OCT-2026	$72,625.00	$72,625.00
Gartner for Technical Professionals	Advisor Small and Midsize Business Enterprise Access	1	TBD	01-NOV-2025	31-OCT-2026	$77,250.00	$77,250.00
IT Leadership Team	Cross Function Member	1	Peju Ajunwon	01-NOV-2025	31-OCT-2026	$21,919.00	$21,919.00
				Term Total	(Excluding applicable taxes)		$294,600.00

IT Leadership Team	Advisor Member	1	Eric Metcalf	01-NOV-2026	31-OCT-2027	$39,501.00	$39,501.00
IT Leadership Team	Cross Function Member	2	Michael Webb, Carolyn Bogan	01-NOV-2026	31-OCT-2027	$51,174.00	$51,174.00
IT Leadership Team	Leader	1	Anthony Jackson	01-NOV-2026	31-OCT-2027	$39,501.00	$39,501.00
Gartner for CISOs	Individual Access	1	Russell Scott	01-NOV-2026	31-OCT-2027	$76,983.00	$76,983.00
Gartner for Technical Professionals	Advisor Small and Midsize Business Enterprise Access	1	TBD	01-NOV-2026	31-OCT-2027	$81,885.00	$81,885.00
IT Leadership Team	Cross Function Member	1	Peju Ajunwon	01-NOV-2026	31-OCT-2027	$23,235.00	$23,235.00
				Term Total	(Excluding applicable taxes)		$312,279.00

1-2JZ8DML6 2501 WRD OS FA000400

The pricing for optional years beyond the base period (01-NOV-2024 to 31-OCT-2025) is provided for evaluation/purposes only. The actual price paid by Client for each additional year (Year 2, Year 3) will be the then current State of Texas DIR Framework fees for the service or services at the time of purchase.

2. SERVICE DESCRIPTIONS:

Service Name/ Level of Access	Service Description URL
Gartner for CISOs Individual Access	http://sd.gartner.com/sd_ciso_indiv_access.pdf
Gartner for Technical Professionals Advisor Small and Midsize Business Enterprise Access	http://sd.gartner.com/sd_techpro_advisor_smb.pdf
IT Leadership Team Leader	http://sd.gartner.com/sd_itl_team_leader.pdf
IT Leadership Team Advisor Member	http://sd.gartner.com/sd_itl_team_advisor_member.pdf
IT Leadership Team Cross Function Member	http://sd.gartner.com/sd_itl_team_cf_member.pdf

3. PAYMENT TERMS

Gartner will invoice Customer in advance for all Services. Payment shall be in accordance with Appendix A of the DIR Contract.

Please attach any required Purchase Order ("PO") to this SA and enter the PO number below. If an annual PO is required for multi-year contracts, Customer will issue the new PO at least 30 days prior to the beginning of each subsequent contract year.

CUSTOMER BILLING INFORMATION

_____ _____

Purchase Order Number *Billing Address*

_____ _____ _____

Invoice Recipient Name *Invoice Recipient Email* *Invoice Recipient Tel. No.*

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Consideration of Cooperative for Information Technology Subscription Based Research and Related Services - #DIR-CPO-5253.

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

   Yes_____ No__√__

2. Does the county action limit or restrict a real property right, even partially or temporarily?

   Yes_____ No__√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

****

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 6
Department: Purchasing	**Prepared By:** Allan Tucker	**Approved By:** Christopher Lax, CPSM, CPSD, CPCP

SUBJECT:

Bid No. 2022-206 - Annual Contract for Maintenance of FLIR Video Management System - Facilities Management - EMC Integrated Systems Group

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court accept payment bond for Bid No. 2022-206, Annual Contract for Maintenance of FLIl Video Management System, for Facilities ties Management, from EMC Integrated Systems Group for $59,124.79.

BACKGROUND

On September 27, 2022, the Commissioners Court, through Court Order #139279, awarded Bid No. 2022-206, Annual Contract for Maintenance of FLIR Video Management System, for Facilities Management, to EMC Integrated Systems Group.

On July 18, 2023, the Commissioners Court, through Court Order #141310, approved the first renewal option.

On July 16, 2024, the Commissioners Court, through Court Order #143522, approved the second and final renewal option.

The quote received from EMC Integrated Systems Group meets all specifications and is acceptable to Facilities Management.

EMC Integrated Systems Group will provide all labor, materials, and equipment for the installation and programming of new cameras at the Scott D. Moore Juvenile Justice Center.

A payment bond is part of the requirements in order for the contractor to begin work. The bond is required solely for the protection of all claimants supplying labor or furnishing materials used on the project.

FISCAL IMPACT

Funding in the amount of $59,124.79 is available in account 45100-2025 Non-Debt Capital/3110309000 Lynn W. Ross Juvenil Center/540000 Capital Outlay.

Attachments

Backup.pdf

EMC Integrated Systems Group

8/8/2025

Chad Rains
Operations Manager
Tarrant County facilities Management
200 Taylor St
Fort Worth Tx, 76196

Lena Pope

Dear Chad,
Please find below EMC's proposal to provide and install cameras at provided locations
For Lena Pope.

19	CM 6405-11-IA	$934.41	$17,753.79
19	Saros pendant mount kit	$204.89	$3,892.91
43	CM 3202-11-I	$310.88	$13,367.84
4	!6 TB drives	$256.25	$1,025.00
45	Enterprise license	$174.95	$7,872.75
			$43,912.29
	Labor 147 Hours 87.50		$12,862.50
	Wireless Antennas		$750.00
	Bond		$1,600.00
	Total		$59.124.79

This Proposal is Per RFB 2022-206 Maintenance of the Flir Video System

All Network cabling provided by Tarrant County

Thank you!
Jacob Savoie

121 Central Ave. Suite 200
Grapevine, TX 76051

metro 817-552-15 I 0
metro fax 817-552-151 I
emergency 817 452-6274

www.emc-isg.com

EMC INSURANCE

Bond No. S054903

☑ Employers Mutual Casualty Company ☐ Union Insurance Company of Providence

STATUTORY PAYMENT BOND PURSUANT TO CHAPTER 2253 GOVERNMENT CODE ENACTED BY THE 73RD TEXAS LEGISLATURE, 1993

(Penalty of this bond must be 100% of Contract Amount)

KNOW ALL MEN BY THESE PRESENTS, that Marshall Marketing Services, Inc. dba; EMC Integrated Systems Group (hereinafter called the Principal), as principal, and EMPLOYERS MUTUAL CASUALTY COMPANY or UNION INSURANCE COMPANY OF PROVIDENCE a Corporation organized and existing under the laws of the State of Iowa, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held firmly bound unto Tarrant County

(hereinafter called the Obligee), in the amount of

Fifty Nine Thousand One Hundred Twenty Four & 79/100 Dollars ($ 59,124.79) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered in a certain contract with the Obligee, dated the _____ day of _____, 20 _____, for Installation of Cameras at provided locations for Lena Pope.

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall promptly make payments to all claimants as defined in Chapter 2253 of the Texas Government Code, as amended by the 73rd Legislature 1993, then this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 21st day of August, 20 25.

SEAL:

Marshall Marketing Services, Inc. dba EMC Integrated Systems Group
Principal

By: Marta Marshall

Employers Mutual Casualty Company
Surety

By: Brenda Aiken Mallory

Brenda Aiken Mallory Attorney-In-Fact

7026 (3-02)

emc INSURANCE

P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

BRENDA AIKEN MALLORY

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Number	Principal:	Obligee:
S054903	Marshall Marketing Services Inc. DBA EMC Integrated Systems Group	Tarrant County 100 E Weatherford Fort Worth, TX 76196

In an amount not exceeding Eight Million Dollars $8,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September , 2022 .

Seals

ILLINOIS EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

UNION INSURANCE COMPANY OF PROVIDENCE INCORPORATED 1863 IOWA

EMC PROPERTY & CASUALTY CO. INCORPORATED 1953 IOWA

EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

DAKOTA FIRE INSURANCE COMPANY CORPORATE SEAL NORTH DAKOTA

EMPLOYERS MUTUAL CASUALTY CO. CORPORATE SEAL DES MOINES, IOWA

KATHY LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2025

Scott R. Jean, President & CEO of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September , 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September , 2022 , are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 21st day of August , 2025 .

Ryan J. Springer Vice President

"For verification of the authenticity of the Power of Attorney you may call (515) 345-7548."

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Bid No. 2022-206 - Annual Contract for Maintenance of FLIR Video Management System - Facilities Management - EMC Integrated Systems Group

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

   Yes_____ No__√__

2. Does the county action limit or restrict a real property right, even partially or temporarily?

   Yes_____ No__√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

****

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 10
Department: Purchasing	**Prepared By:** Julian Cano	**Approved By:** Christopher Lax, CPSM, CPSD, CPCP

SUBJECT:

Bid No. F2025103 – Annual Contract for Preventative Maintenance and Repair of Standby Generator Equipment – Facilities Management – Texas Industrial Infrastructure Services, LLC

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court accept a payment bond for Bid No. F2025103, Annual Contract for Preventative Maintenance and Repair of Standby Generator Equipment, for Facilities Management, with Texas Industrial Infrastructure Services, LLC for $47,556.42.

BACKGROUND

On July 1, 2025, the Commissioners Court, through Court Order #145474, awarded Bid No. F2025103, Annual Contract for Preventative Maintenance and Repair of Standby Generator Equipment, Countywide, to Texas Industrial Infrastructure Services, LLC as Primary vendor.

Estimate # 1073695206 received from Texas Industrial Infrastructure Services, LLC meets all specifications and is acceptable to Facilities Management. Texas Industrial Infrastructure Services, LLC will provide all labor, materials, and equipment to replace the alternator on Generator #3 at the Lon Evans Correction Facility.

A payment bond is part of the requirements for the contractor to begin work. The bond is required solely for the protection of all claimants supplying labor or furnishing materials used on the project.

FISCAL IMPACT

Funding in the amount of $47,556.42 is available in account 10000-2026 General Fund /Various Fund Centers/532011 Building Maintenance.

Attachments

Attachment to TIIS 206 - PB.pdf

Texas Industrial Infrastructure Services

2451 W Grapevine Mills Cir. 1035
Grapevine, TX 76051
(214) 884-9297
greg.purtle@texasiis.com

Estimate

ESTIMATE#	1073695206
DATE	08/26/2025
PO#	

CUSTOMER

Lon Evans Correction Center
600 WEST WEATHERFORD STREET
Fort Worth TX 76196
(682) 319-4723

SERVICE LOCATION

Lon Evans Correction Center
600 WEST WEATHERFORD STREET
Fort Worth TX 76196
(682) 319-4723

DESCRIPTION Alternator replacement on generator #3 at Lon Evans Correction Facility.

Estimate

Description	Qty	Rate	Total
Regular time - planned on Friday before Saturday pick and again on Monday for restart - 2 heads Labor - Repair - Regular Time	16.00	100.00	1,600.00
Weekend OT - Day of Pick - 3 heads Labor - Repair - Weekends & Holidays	24.00	295.00	7,080.00
2 Picks same day - removal of old and placement of new Crane Service	1.00	10,000.00	10,000.00
Electrical Components - Alternator	1.00	24,562.28	24,562.28
2% Markup of alternator and crane service	1.00	690.64	690.64
Delivery Charge	1.00	2,500.00	2,500.00
Bonding	37.45	30.00	1,123.50

CUSTOMER MESSAGE

Will need to start billing after we make the initial downpayment on the alternator. I have been told that Generac has 1 of these alternators in stock and after that it will be a 175-day lead time.

Estimate Total: **$47,556.42**

PRE-WORK SIGNATURE

Signed By:

Payment Bond

999431222

CONTRACTOR:
(Name, legal status, and address)
Texas Industrial Infrastructure Services, LLC

2451 W Grapevine Mill Circle, #1035
Grapevine, TX 76051

OWNER:
(Name, legal status, and address)
Tarrant County Lon Evans Corrections Center

600 W Weatherford St
Fort Worth, TX 76196-0244

SURETY:
(Name, legal status, and principal place of business)
The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

MAILING ADDRESS FOR NOTICES:
Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT
Date: August 27, 2025

Amount: $47,556.42 Forty-seven Thousand Five Hundred Fifty-six Dollars And Forty-two Cents

Description:
(Name and location)
Alternator replacement on generator #3 at Lon Evans Correction Facility

BOND
Date: August 29, 2025
(Not earlier than Construction Contract Date)

Amount: $47,556.00 Forty-seven Thousand Five Hundred Fifty-six Dollars And Zero Cents

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Texas Industrial Infrastructure Services, LLC

Signature:
Name and Title: GREG PURTLE MANAGING PARTNER

SURETY
Company:
The Ohio Casualty Insurance Company

Signature:
Name and Title: Pete W. Bibby Attorney-in-Fact

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address, and telephone)
AGENT or BROKER:
Patriot Growth Insurance Services LLC

4330 North Central Expressway, Ste 100
DALLAS, TX 75206

OWNER'S REPRESENTATIVE:
(Architect, Engineer, or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the total amount of previous payments received by the Claimant; and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor,materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity thathas rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company: The Ohio Casualty Insurance Company	( )
Signature:		Signature:	
Name and Title:	GREG PURTLE MANAGING PARTNER	Name and Title:	Pete W. Bibby Attorney-in-Fact
Address:	2457 W. GRAPEVINE MILLS CT. GRAPEVINE, TX 76051	Address:	

Liberty Mutual.
SURETY

Figure: 28 TAC § 1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

The Ohio Casualty Insurance Company

To get information or file a complaint with your insurance company or HMO:

Call: Liberty Mutual Surety Claims **at** 206-473-6700
Online: https://claims-intake.libertymutualsurety.com
Email: HOSCL@libertymutual.com
Mail: P.O. Box 34526 Seattle, WA 98124

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: Consumer Protection, MC: CO-CP Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene, un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Deparamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

The Ohio Casualty Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Liberty Mutual Surety Claims **al** 206-473-6700
En línea: https://claims-intake.libertymutualsurety.com
Correo electrónico: HOSCL@libertymutual.com
Dirección postal: P.O. Box 34526 Seattle, WA 98124

El Departamento de Seguros de Texas
Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: Consumer Protection, MC: CO-CP Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

Liberty Mutual. SURETY

POWER OF ATTORNEY

The Ohio Casualty Insurance Company

Principal: Texas Industrial Infrastructure Services, LLC
Agency Name: Patriot Growth Insurance Services LLC Bond Number: 999431222
Obligee: Tarrant County Lon Evans Corrections Center
Bond Amount: ($47,556.42) Forty-seven Thousand Five Hundred Fifty-six Dollars And Forty-two Cents
Contract Amount: ($47,556.42) Forty-seven Thousand Five Hundred Fifty-six Dollars And Forty-two Cents

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **Pete W. Bibby** in the city and state of **Dallas, TX**, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 29th day of August, 2025.

The Ohio Casualty Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY ss

On this 29th day of August, 2025, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 29th day of August, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

oBonding_POA

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Bid No. F2025103 – Annual Contract for Preventative Maintenance and Repair of Standby Generator Equipment – Facilities Management – Texas Industrial Infrastructure Services, LLC.

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

   Yes_____ No__√__

2. Does the county action limit or restrict a real property right, even partially or temporarily?

   Yes_____ No__√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

****

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 6
Department: Purchasing	**Prepared By:** Elizabeth Callarman	**Approved By:** Christopher Lax, CPSM, CPSD, CPCP

SUBJECT:

SOE Software Corporation - Election Night Reporting Software - Elections Administration

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve SOE Software Corporation as sole source for the purchase of Election Night Reporting Software, for Elections Administration, for $27,886.00, and approve contract.

BACKGROUND

SOE Software Corporation provided the Purchasing Agent documentation that they are the only provider of the Election Night Reporting (ENR) software and that it cannot be licensed, purchased, or leased from any other company or provider.

Under the County Purchasing Act, exemptions to the competitive bidding requirements are allowed for certain types of purchases. The statutes require that the Purchasing Agent advise the Commissioners Court of the existence of only one (1) source, with such notice to be entered into the minutes of the Court.

Accordingly, the above item has been determined to be sole source under the County Purchasing Act 262.024(a)(7) as follows:

"(7) an item can be obtained from only one (1) source, including

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;".

The term of the contract is twelve (12) months, effective October 1, 2025, with one (1) option for a renewal period of twelve (12) months.

The contract is attached for approval and signature. The District Attorney's Office reviewed the contract as to form.

FISCAL IMPACT

The department has requested funding of $27,886.00 in the account 10000-2026 General Fund / 1420000000 Elections / 578025 Software Maintenance and Licenses.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $27,886.00 Contingent upon Commissioners Court approval of FY26 Budget

County Auditor

Attachments

SOE binder 2025 - signed.pdf

5401 W. Kennedy Blvd., Suite 100, Tampa, FL 33609

August 4th, 2025

Tarrant County, Texas

2700 Premier Street

Fort Worth, TX 76111

RE: Sole Source Letter

This letter is being provided for the Election Night Reporting (ENR) product provided by SOE Software Corporation to Tarrant County, Texas.

SOE Software Corporation is the ONLY provider of the ENR software therefore we are the sole source provider of the technology as it cannot be licensed, purchased, or leased from any other company or provider. SOE Software Corporation is the only company that can maintain this software and therefore are the sole source providers of these services.

Please contact me or Wendy Williams, Director of Client Services, if you require any additional information.

Sincerely,

Jonathan Brill

President

SOE Software Corporation

AMENDMENT STANDARD TERM SaaS AGREEMENT

BETWEEN

SOE SOFTWARE CORPORATION and TARRANT COUNTY, TEXAS

PREAMBLE

This Extension Amendment (the "Amendment") is entered into as of September 30, 2025 (the Effective Date), by SOE SOFTWARE CORPORATION with principal offices at 5401 W. Kennedy Blvd. Suite 100 Tampa, FL 33609 ("SOE") and TARRANT COUNTY, TEXAS with principal offices at 2700 Premier St. Fort Worth, TX 76111, USA ("Customer").

Collectively, SOE and Customer shall be referred to as the "Parties" and each separately as a "Party".

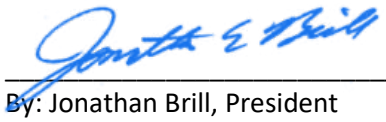
In consideration of the mutual promises and covenants hereinafter set forth, SOE and the CUSTOMER acknowledge and agree that the Software as a Service Agreement for Election Night Reporting (ENR) entered into as of October 3, 2017 and amended August 28, 2018, October 15, 2019, September 29, 2020, September 30, 2022, and September 30, 2024 by and between the Parties (the Agreement) is hereby extended for another year (1) and consequently amended as follows, but that such Agreement shall otherwise continue in full force and effect.

The Parties agree as follows:

1. To EXTEND the Election Services for one (1) year from October 1, 2025 to September 30, 2026 (the Extended Term), with an option to renew for an additional year.
2. To pay the fee/s as indicated below for any renewal (Fee). The Fee shall be non-cancellable, non-refundable and in addition to the fees already paid/to be paid according to the Agreement. The Fee for any successive Renewal Term shall be equal to the Fee at the end of the Extended Term or any Renewal Term, as applicable, increased in a minimum five (5) %.
3. Except as modified in this amendment, all other terms and conditions of the Agreement and all amendments and addenda thereto, shall remain in full force and effect. All capitalized words not defined herein shall have the same meaning as set forth in the Agreement.
4. The Customer will be invoiced the Fee annually in advance each year, in accordance with the following schedule:

Service	**Fee**	**Invoicing Date**
SOE Software Election Night Reporting (ENR) Annual Assurance 10/01/2025-9/30/2026	$27,886.00	October 1, 2025
SOE Software Election Night Reporting (ENR) Annual Assurance, <u>OPTION to renew for an additional year</u> 10/01/2026 - 09/30/2027	$27,886.00	October 1, 2026

IN WITNESS WHEREOF, the PARTIES have duly executed this Agreement on the Effective Date intending to be bound thereby,

SOE SOFTWARE CORPORATION	**TARRANT COUNTY, TX**
	
By: Jonathan Brill, President SOE Software Corporation	By:
Date: 8/28/2025	Date:

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: SOE Software Corporation – Election Night Reporting Software Elections Administration – $27,866.00

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

   Yes_____ No __√__

2. Does the county action limit or restrict a real property right, even partially or temporarily?

   Yes_____ No __√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

****

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 17
Department: Purchasing	**Prepared By:** Wanyu Chen	**Approved By:** Christopher Lax, CPSM, CPSD, CPCP

SUBJECT:

Consideration of Cooperative for Microsoft Unified Support Services Work Order - #DIR-CPO-4911 - Information Technology - Microsoft Corporation

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider use of cooperative for Microsoft Unified Support Services Work Order, utilizing the State of Texas Department of Information Resources (DIR) Contract #DIR-CPO-4911, for Information Technology, with Microsoft Corporation for $549,794.52 and approve contract.

BACKGROUND

Microsoft Corporation offers support services through DIR Contract #DIR-CPO-4911. The Microsoft Unified Support Services Work Order will provide a comprehensive set of enterprise support services for Microsoft products. These services are used to support and manage the various products utilized in support of application and technology infrastructure deployed throughout the County. In addition, these services encompass the deployment of new capabilities and features as part of Information Technology's effort to manage cybersecurity administration and advance support initiatives related to stabilization and system availability.

The term of the contract is twelve (12) months, effective November 1, 2025, through October 31, 2026.

DIR's cooperative contracts program is open for state and local government in accordance with Texas Government Code Title 10, Subtitle B, Chapter 2054, Subchapter A, Section 2054.0565, Use of Contracts by Other Entities, " (a) The department may include terms in a procurement contract entered into by the department, including a contract entered into under Section 2157.068, that allow the contract to be used by another state agency, a political subdivision of this state, a governmental entity of another state, or an assistance organization as defined by Section 2175.001. (b) A political subdivision that purchases an item or service using a contract under this section satisfies any other law requiring the political subdivision to seek competitive bids for that item or service".

The contract is attached for approval and signature. The District Attorney's Office reviewed the contract as to form.

FISCAL IMPACT

Funding in the amount of $549,794.52 has been requested in account 10000-2026 General Fund/1810320000 IT Service Delivery/578025 Software Maintenance and Licenses.

.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By:
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $549,794.52 Contingent upon Commissioners Court approval of FY26 Budget

County Auditor

Attachments

Microsoft Unified Backup.pdf

Microsoft Enterprise Services Work Order

Work Order Number *(Microsoft Affiliate to complete)*	**GVS12511-1028679-1028679**

This Work Order consists of the terms and conditions below, and the provisions of the **Microsoft Master Services Agreement** reference **U903843**1 , effective as of **11/15/2021** (the "Agreement"), the provisions of the Description of Services applicable to the Professional Services identified in this Work Order, and any attachments or exhibits referenced in this Work Order, all of which are incorporated herein by this reference. In this Work Order "Customer," "you," or "your" means the undersigned customer or its affiliate and "Microsoft", "we," "us," or "our" means the undersigned Microsoft affiliate.

By signing below the parties acknowledge and agree to be bound to the terms of this Work Order, the Agreement and all other provisions incorporated in them. This Work Order is effective as of the date that Microsoft signs this Work Order. Regardless of any terms and conditions contained in a purchase order, if any, the terms of this Work Order apply.

Customer
Name of Customer (please print) **Tarrant County, Texas**
Signature
Name of person signing (please print)
Title of person signing (please print)
Signature date
Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)

Microsoft Affiliate
Name **Microsoft Corporation**
Signature Jay Acosta
Name of person signing (please print) Jay Acosta
Title of person signing (please print) Services Director
Signature date (effective date) 08/26/2025

Does Customer issue or require a Customer purchase order for the payment of Microsoft Services? [✓] Yes or [ ] No

If "No" is selected above, Customer represents and warrants that it does not require purchase order(s) be submitted to Microsoft for payment of the Microsoft Services Fees listed herein. Customer will not withhold payment of Microsoft's invoice due to the absence of a purchase order reference.

If no purchase order is required, Customer must complete "Customer invoice information" below and ensure it is accurate or revised in a timely manner. Further, the below "Customer invoice information" must be completed prior to: (a) Customer signing this Work Order; and (b) Microsoft invoicing Customer.

Customer invoice information		
Name of Customer Tarrant County, Texas		Contact Name (Receives invoices under this Work Order) Accounts Payable
Street Address 100 E Weatherford St		Contact E-Mail Address SAP-Invoices@tarrantcounty.com
City Fort Worth	State/Province Texas	Phone 817-884-1205
Country United States	Postal Code 76196-0206	Fax

Support Services and Fees

Term.

Microsoft Enterprise Support Services will commence on 11/1/2025 (the "Support Commencement Date") and will expire on 10/31/2026 (the "Support Expiration Date").

Description of Services.

Please refer to the current Unified Support Services Description ("USSD") which will be incorporated by reference and is published by Microsoft from time to time at www.microsoft.com/unified-support-services-description. Microsoft may update the support services you purchase under this agreement from time to time, provided that the level of support services you purchase will not materially decrease during the current Term.

Services by Support Location:

Unified Enterprise Support - 2025-26 USA - SLG - Enterprise West 11/1/2025 - 10/31/2026		
Quantity	Service	Service Type
Included	Enterprise Advisory Support Hours As-needed	Advisory Services
Included	Enterprise Azure Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise On-demand Assessment	On-Demand Assessment
Included	Enterprise On-Demand Education	On-Demand Education
Included	Enterprise Online Support Portal	Administrative

Included	Enterprise Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise Reactive Support Management	Service Delivery Management
Included	Enterprise Service Delivery Management	Service Delivery Management
Included	Enterprise Webcasts As-Needed	Webcast
Included	Reactive Enabled Contacts	Problem Resolution Support

Unified Proactive Services Add on | Unified Proactive Svcs Enterprise Data & AI - 2025-26 USA - SLG - Enterprise West 11/1/2025 - 10/31/2026		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
1,000 ea	Proactive Credits	Proactive Credits

Enhanced Designated Engineering | Security Zero Trust - 2025-26 USA - SLG - Enterprise West 11/1/2025 - 10/31/2026		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
200 hr	Enhanced Designated Engineering Security Zero Trust	Designated Support Engineering

Enhanced Designated Engineering | Azure IaaS - 2025-26 USA - SLG - Enterprise West 11/1/2025 - 10/31/2026		
Quantity	Service	Service Type
200 hr	Enhanced Designated Engineering Azure IaaS	Designated Support Engineering
Included	Service Delivery Management Extended	Service Delivery Management

Support Services Fees.

The items listed in the table above represent the services that Customer has pre-purchased for use during the term of this Work Order, and applicable fees are shown in the table below. Microsoft Support Services are a non-refundable, prepaid service.

Before Microsoft commences or continues provision of Microsoft Support Services, Microsoft must receive a signed copy of this Work Order and Customer's payment, purchase order or, if applicable, completed Customer invoice information above. Microsoft will invoice Customer, and Customer agrees to pay Microsoft within 30 calendar days of the date of Microsoft invoice.

Microsoft reserves the right to adjust Microsoft fees prior to entering into any changes to the Microsoft Support Services ordered herein.

Services Summary	Billing Date (M/d/yyyy)	Fee USD
Unified Enterprise Support - 2025-26	11/1/2025	421,130.65
Unified Proactive Services Add on | Unified Proactive Svcs Enterprise Data & AI - 2025-26	11/1/2025	130,090.00
Enhanced Designated Engineering | Security Zero Trust - 2025-26	11/1/2025	81,400.00
Enhanced Designated Engineering | Azure IaaS - 2025-26	11/1/2025	81,400.00
Subtotal		714,020.65
Flex Allowance		(84,226.13)
Other Adjustments		(80,000.00)
Total Fees (excluding taxes)		**549,794.52**

Billing Schedule	Billing Date (M/d/yyyy)	Fee USD
ONE TIME PAYMENT	11/1/2025	549,794.52
Total Fees (excluding taxes)		**549,794.52**

Support for Microsoft Products

Microsoft will provide support for Customer's licensed, commercially released, and generally available Microsoft products, and cloud services subscriptions purchased by Customer or Customer's Affiliate: i) under the licensing enrollments and agreements, as indicated in Appendix A; and ii) during the Term of this Work Order. Such products and subscriptions exclude those purchased by any party that is not Customer's Affiliate as of the Support Commencement Date.

Customer Named Contact(s).

Any changes to the named contacts should be submitted to Microsoft Contact.

<table>
<tr><td colspan="3">Name of Customer Support Service Administrator

Brian Redmond</td></tr>
<tr><td colspan="2">Street Address
200 Taylor Street
Fort Worth, Texas 76196</td><td>Contact E-Mail Address

beredmond@tarrantcountytx.gov</td></tr>
<tr><td>City

Fort Worth</td><td>State/Province

TX</td><td>Phone

817-212-7467</td></tr>
<tr><td>Country

United States</td><td>Postal Code

76196</td><td>Fax</td></tr>
</table>

Use, ownership, restrictions and rights.

Products.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region. "Product Terms" means the information about Microsoft Products and Professional Services available through volume licensing. The Product Terms are published on the Volume Licensing Site and is updated from time to time. "Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

All products and related solutions provided under this Work Order will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Customer is responsible for paying any licensing fees associated with Products.

Fixes.

"Fixes" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to Customer when performing Professional Services (all support, planning, consulting and other professional services or advice, including any resulting deliverables provided to Customer under this Work Order, to address a specific issue. "Professional Services" means Product support services and Microsoft consulting services provided to Customer under this Work Order. "Professional Services" or "services" does not include Online Services, unless specifically noted.

Fixes are licensed according to the license terms applicable to the Product to which those Fixes relate. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply.

Pre-existing Work.

"Pre-existing Work" means any computer code or other written materials developed or otherwise obtained independent of this Work Order.

All rights in Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. Each party may use, reproduce and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.

Services Deliverables.

"Services Deliverables" means any computer code or materials, other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services. Upon payment in full for the Professional Services, Microsoft grants Customer a non-exclusive, non-transferable perpetual, fully paid-up license to reproduce, use and modify the Services Deliverable, solely in the form delivered to Customer and solely for Customer's internal business purposes, subject to the terms and conditions of this Work Order.

Non-Microsoft software and technology.

Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products, Fixes, or Services Deliverables.

Affiliates' rights

"Affiliate" means any legal entity that controls, is controlled by, or that is under common control with a party. "Control" means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

Customer may sublicense the rights contained in this section relating to Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights and Customer's Affiliates' use must be consistent with the license terms contained in this Work Order.

Restrictions on use.

Customer must not (and is not licensed to) (1) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product, Fix or Services Deliverable or restrictions in Product documentation. Except as expressly permitted in this Work Order or Product documentation, Customer must not (and is not licensed to) (1) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (2) distribute, sublicense, rent, lease, lend any Products, Fixes, or Services Deliverables, in whole or in part, or use them to offer hosting services to a third party.

Reservation of rights.

Products, Fixes, and Services Deliverables are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

Microsoft Professional Services Data Protection Addendum and Confidentiality.

"Professional Services Data" means all data, including all text, sound, video, image files, or software, that are provided to Microsoft by, or on behalf of, Customer (or that Customer authorizes Microsoft to obtain from an Online Service) or otherwise obtained or processed by or on behalf of Microsoft through an engagement with Microsoft to obtain Professional Services.

The data protection terms applying to Professional Services in effect on the effective date of this Work Order and available at https://aka.ms/eswodpa are incorporated herein by this reference.

For liability arising out of either party's confidentiality obligations relating to Professional Services Data provided under this Work Order, each party's maximum, aggregate liability to the other is limited to direct damages finally awarded in an amount not to exceed the amounts Customer paid for the applicable Professional Services under this Work Order.

Microsoft Contact

Customer contact for questions and notices about this Work Order.

Microsoft Contact Name Jay Acosta	
Phone	Contact E-Mail Address jayacosta@microsoft.com

Appendix A

As of the Support Commencement Date, below is a list of your declared licensing enrollments and agreements for which Microsoft will provide support services as defined within this Work Order.

Customer Name	Licensing Program	Licensing Enrollment/Agreement Number/Billing Account ID
TARRANT COUNTY	Enterprise 6	54362908
TARRANT COUNTY-54362908-AZURE COMMERCIAL	Enterprise 6	4686243
TARRANT COUNTY	Enterprise 6	70895161
TARRANT COUNTY GOVERNMENT	Select Plus	7118883

APPROVED AS TO FORM:

Criminal District Attorney's Office*

*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.

CERTIFICATION OF
AVAILABLE FUNDS: $_____

_____

Tarrant County Auditor

Contract Number

DIR-CPO-4911

Contract Start Date: **11/15/21**

Contract Term Date: **11/15/25**

Contract Expiration Date: **11/15/26**

Vendor Information

Microsoft Corporation

Vendor ID: **1911144442801**

HUB Type: **Non HUB**

RFO: **DIR-CPO-TMP-557**

Contract Status: **Active**

VENDOR CONTACT:

Staci Jacobs

Phone: 512) 497-7316

Vendor Website

DIR CONTACT:

Suzanne Carson

Phone: (512) 475-4948

Provide Feedback

Contract Overview

Microsoft Corporation offers Microsoft Master Services through this contract. Available services include: Premier Support Services (support account management, workshops, problem resolution support, support assistance; and, information services) and Technical Services (technicians and consultants). Customers can purchase directly through this DIR contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. Resellers are not available for this contract. DIR has exercised the automatic renewal option for this contract. The renewal extends the contract through 11/15/2025.

Contract Details & Ordering Information

BACK ↑

- Products & Services
- Commodity Codes
- Brands
- Contract Documents
- How to Order
- Resellers

Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

- Technical Services

MORE INFORMATION

Vendor Website

Visit this Vendor's website to view the latest product, service, and pricing information.

About File Formats

Some documents on this page are in the PDF format. Please download the Adobe Reader in order to view these documents.

©2025 Texas Department of Information Resources

Privacy & Site Policies Accessibility Ethics Policy Public Information Requests Compact with Texans

Texas DIR contracting details

By Microsoft Industry for Government Team

Vendor ID	ID1911144442801
URL	Texas DIR Site
HUB Type	Non HUB
Texas DIR Cooperative Contracts URL:	https://dir.texas.gov/cooperative-contracts?id=41

Contact Microsoft Corporation

Contact	Dana Sabetta dasabe@microsoft.com
Phone	(469) 775-2227
Fax	(425) 936-7329

Contact Microsoft Services Sales Representative

Contact	Staci Jacobs stas@microsoft.com
Phone	(512) 497-7316

DIR Contract Number	DIR-CPO-4911
Contract Term End Date	11/15/2023
Contract Exp Date	11/15/2026

Contract Overview

Microsoft offers Microsoft Master Services through DIR contract number DIR-CPO-4911. Available services include: Premier Support Services (support account management, workshops, problem resolution support, support assistance; and, information services) and Technical Services (technicians and consultants). Customers can purchase directly through this DIR contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. Resellers are not available for this contract. Commercial software products, hardware, devices, equipment and other materials are out-of-scope, and not eligible for purchase, under this Contract. Only services deliverables are provided hereunder, therefore, there are no applicable return policies. Microsoft warrants that all services will be performed with professional care and skill.

About Microsoft Services

In supporting the **DIR Information and Communications Technology (ICT) program** under the Master Services Agreement with State of Texas Department of Information Resources (TX DIR), the Microsoft Services for Enterprise organization, including the Microsoft U.S. Public Sector Services

Group, includes a diverse group of technical architects, engineers, technicians, and support professionals dedicated to delivering on Microsoft's mission of empowering government and businesses on the planet to do more and achieve more in a mobile-first, cloud-first world.

Our Enterprise Services team worldwide includes more than 12,000+ total technicians, enterprise architects, Premier Support and sales professionals who live and work across 191 countries, supporting 46 different languages engaging in customer and partner interactions through on-premise, phone, web, community and automated tools.

Microsoft has tremendous breadth and depth in the products, services, and devices it offers, and Microsoft Services is uniquely positioned to bring them all together. We strive to earn the confidence, trust, and loyalty of our business customers by helping them get the most from their technology investments through strategy, planning, deployment, and support services.

We use our expertise across the broad Microsoft portfolio-along with our extensive network of partners, our technical communities, tools, diagnostics and the channels that connect us with our enterprise customers-to serve the needs of millions around the globe.

We are proud to bring decades of collective experience, knowledge, and expertise that can help any government and/or enterprise customer use our technology to do great things.

Obtaining Services Quotes

- ***To obtain Quotes for Premier and/or Technical Support under the TX DIR MSA, please contact the Services Sales Representatives identified above and reference contract number DIR-CPO-4911.***

Contract documents

Electronic and Information Resources (EIR) Accessibility

Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

Warranty and Returns will be in compliance with Appendix A, Section 7.8, Services Warranty and Return Policies (see Appendix A Standard Terms and Conditions under Contract Documents section).

Please note that some of the documents on this page are in the PDF format. Please download the Adobe Reader in order to view these documents.

Microsoft Industry for Government Team

See more articles from this author >

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Consideration of Cooperative for Microsoft Unified Support Services Work Order - #DIR-CPO-4911 - Information Technology - Microsoft Corporation

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

   Yes_____ No__√__

2. Does the county action limit or restrict a real property right, even partially or temporarily?

   Yes_____ No__√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

****

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 5
Department: Purchasing	**Prepared By:** Elizabeth Callarman	**Approved By:** Christopher Lax, CPSM, CPSD, CPCP

SUBJECT:

Consideration of Cooperative for SAP Enterprise Maintenance and Support - GSA #GS47QSWA18D008F - Information Technology - Carahsoft Technology Corporation

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider use of cooperative for SAP Enterprise Maintenance and Support, utilizing General Services Administration (GSA) Contract #GS47QSWA18D008F, for Information Technology, with Carahsoft Technology Corporation for $464,911.19.

BACKGROUND

Carahsoft Technology Corporation was contacted and requested to submit pricing for SAP Enterprise Maintenance and Support under GSA Contract #GS47QSWA 18D008F.

The offer received from Carahsoft Technology Corporation meets all requirements and is acceptable to Information Technology.

Carahsoft Technology Corporation offers SAP Enterprise Maintenance and Support through GSA Contract #GS47QSWA18D008F. SAP Enterprise Maintenance and Support is used to provide custom component management throughout the support life cycle including operations, application management, maintenance, integration testing, and technical upgrades. SAP Enterprise Support includes tools that will allow Tarrant County to manage custom programs and reports throughout upgrades and enhancements. In addition, SAP Enterprise Support custom component management can assist Tarrant County by providing guidance and documentation regarding potential conflicts during upgrades and enhancements for the entire enterprise IT ecosystem. This renewal supports applications across all County departments.

The GSA Multiple Award Schedule (MAS) Information Technology (IT) (formerly Schedule 70) provides agencies with information technology equipment, maintenance, software, and professional services. The Schedule is currently open for use by federal, state, and local government agencies. State and local government agencies are able to purchase from the GSA MAS IT (formerly Schedule 70) by way of cooperative purchasing.

The GSA contract is effective through August 21, 2028.

The term of the contract is twelve (12) months, effective October 1, 2025.

FISCAL IMPACT

Funding in the amount of $464,911.19 has been included in the department's FY 2026 budget request in account 10000-2026 General Fund/1810600000 IT SAP-ERP/578025 Software Maintenance/Licenses.

Attachments

Binder - Carahsoft - SAP - Quote 54846479 - TIA.pdf

GOVERNMENT - PRICE QUOTATION

SAP GOVERNMENT AT CARAHSOFT

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SAP@CARAHSOFT.COM

TO: Prasanna Pilli
Sr. Resource Manager, SAP
Tarrant County
200 Taylor St., 4th Floor
Information Technologies Plaza
Fort Worth, TX 76196-0213 USA

EMAIL: ppilli@tarrantcountytx.gov

PHONE: (817) 884-2260

FROM: Jennifer Daniel
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Jennifer.Daniel@carahsoft.com

PHONE: (703) 230-7495 **FAX:** (703) 871-8505

TERMS: GSA Schedule No: 47QSWA18D008F
Term: August 22, 2018 - August 21, 2028
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
UEI: DT8KJHZXVJH5
Business Size: Other than Small
Sales Tax May Apply

QUOTE NO:	54846479
QUOTE DATE:	04/18/2025
QUOTE EXPIRES:	09/30/2025
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$464,911.19
TOTAL QUOTE:	$464,911.19

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
		MAINTENANCE					
1	7009111-611	Enterprise Support Renewal for List Licensed Software (units of $10000 SAP Maintenance Base) mySAP.com Appendix 1 Start Date: 10/01/2025 End Date: 09/30/2026 Sales Order No.: 10169660 ERP ID: 492446		$209,337.44	GSA	1	$209,337.44
2	7009111-611	Enterprise Support Renewal for List Licensed Software (units of $10000 SAP Maintenance Base) Appendix 2 BSI Start Date: 10/01/2025 End Date: 09/30/2026 Sales Order No.: 10170388 ERP ID: 492446		$7,073.68	GSA	1	$7,073.68
3	7009111-611	Enterprise Support Renewal for List Licensed Software (units of $10000 SAP Maintenance Base) Appendix 3 mySAP user exchange/Add user Start Date: 10/01/2025 End Date: 09/30/2026 Sales Order No.: 10245345 ERP ID: 492446		$60,393.22	GSA	1	$60,393.22
4	7009111-611	Enterprise Support Renewal for List Licensed Software (units of $10000 SAP Maintenance Base) Appendix 6 user exchange - add'l users Start Date: 10/01/2025 End Date: 09/30/2026 Sales Order No.: 10297182 ERP ID: 492446		$19,247.01	GSA	1	$19,247.01
5	7009111-611	Enterprise Support Renewal for List Licensed Software (units of $10000 SAP Maintenance Base) Appendix 11 - Addt'l. Users/Duet Start Date: 10/01/2025 End Date: 09/30/2026 Sales Order No.: 10440014 ERP ID: 492446		$66,239.05	GSA	1	$66,239.05

GOVERNMENT - PRICE QUOTATION

SAP GOVERNMENT AT CARAHSOFT

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SAP@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
6	7009111-611	Enterprise Support Renewal for List Licensed Software (units of $10000 SAP Maintenance Base) Appendix 12 - Adobe Start Date: 10/01/2025 End Date: 09/30/2026 Sales Order No.: 10440095 ERP ID: 492446	$32,738.84	GSA	1	$32,738.84
7	7009111-611	Enterprise Support Renewal for List Licensed Software (units of $10000 SAP Maintenance Base) Appendix 15 - Users Start Date: 10/01/2025 End Date: 09/30/2026 Sales Order No.: 10835979 ERP ID: 492446	$17,487.11	GSA	1	$17,487.11
8	7009111-611	Enterprise Support Renewal for List Licensed Software (units of $10000 SAP Maintenance Base) Appendix 16. Effective March 9, 2015 Start Date: 10/01/2025 End Date: 09/30/2026 Sales Order No.: 11511368 ERP ID: 492446	$52,394.84	GSA	1	$52,394.84
		MAINTENANCE SUBTOTAL:				$464,911.19
		SUBTOTAL:				$464,911.19
			TOTAL PRICE:			**$464,911.19**
			TOTAL QUOTE:			**$464,911.19**

Quote Notes:

*****Please note the GSA Contract Number (47QSWA18D008F) on your Purchase Order.**

*****Please note that due to the discount provided on this quote, credit cards will not be accepted for this particular pricing structure. If it is requested that payment be made with a credit card, then the above pricing is subject to change and a processing fee will be added. Payment via Purchase Order and WAWF will incur no additional fee.**

*****All maintenance and support services on this quote are quoted as prepaid annual maintenance unless otherwise explicitly specified.**

***** Licensee agrees that this quote is for the support of SAP software, governed by the terms and conditions ("GTCs") current at the time of execution of original purchase and the Carahsoft contract vehicle(s) referenced by the GTCs and/or Order Form ("Schedules") all of which are made a part hereof. This includes the Support Agreement corresponding to your Support Service Level ("the Support Agreement"), in the versions available at the date of this order (together the "End-User Agreement"), which have been accepted by the End Customer. With End Customer's issuance of an award against Carahsoft quote number 54846479, Licensee agrees that the referenced Schedules/GTCs will govern the order. In the event there are any inconsistencies between Carahsoft Schedules/SAP GTCs and the requirements, clauses, and/or terms and conditions of the order, the referenced Carahsoft Schedules/SAP GTCs will govern. In addition, any requirements, flow downs, clauses, and/or terms and conditions with End Customer that are not expressly mentioned in referenced GTCs/Schedules will not be binding on Carahsoft.**

*****508 Compliance: SAP is committed to delivering software solutions that are accessible to individuals with disabilities. While the solutions proposed implement a substantial number of accessibility features, they are currently not fully optimized for accessibility. Supported accessibility features are provided by SAP solutions in combination with third-party assistive technologies such as the screen reader JAWS. JAWS and most other assistive technologies may require SAP and or customer furnished client-side software. Detailed VPATs addressing Section 508 of the Workforce Rehabilitation Act requirements for many SAP applications have been included for your review.**

*****SAP may increase Licensee's Support Fee hereunder from the prior year by the percentage increase in the Consumer Price Index ("CPI"), applied on a cumulative year-over-year basis starting from either the effective date of this Order Form or the date of Licensee's last SAP Support Fee increase, whichever occurred later. CPI as used herein means "U.S. Consumer Price Index for all Urban Consumers, U.S. City Average - All Items 1982-1984 = 100 Base for a twelve (12) month period prior to such increase as published by the Bureau of Labor Statistics.**

General Services Administration
Federal Supply Service Authorized Federal Supply Schedule Price List

Contractor:
Carahsoft Technology Corp.
11493 Sunset Hills Rd., Suite 100
Reston, VA 20190
Phone: (703) 871-8500 Fax: (703) 871-8505
www.carahsoft.com

Contract Number:
47QSWA18D008F
Multiple Award Schedule (MAS)
Period Covered by Contract:
August 22, 2018 – August 21, 2028

Authorized Special Item Numbers (SINs):

Special Item No. 33411:	Purchasing of new electronic equipment
Special Item No. 511210:	Software Publishers
Special Item No. 518210C:	Cloud and Cloud-Related IT Professional Services
Special Item No. 532420L:	Leasing of new electronic equipment
Special Item No. 541370GEO:	Earth Observation Solutions
Special Item No. 54151:	Software Maintenance Services
Special Item No. 54151ECOM:	Electronic Commerce and Subscription Services
Special Item No. 54151S:	Information Technology Professional Services
Special Item No. 561422:	Automated Contact Center Solutions (ACCS)
Special Item No. 611420:	Information Technology Training
Special Item No. 811212:	Maintenance of Equipment, Repair Services &/or Repair/Spare Parts
Special Item No. 333429:	3D Printing and Additive Manufacturing Solutions
Special Item No. 518210ERM:	Electronic Records Management
Special Item No. 493110RM:	Physical Records Management Solutions
Special Item No. 3361E:	Electric and Autonomous Vehicles and Accessories
Special Item No. OLM:	Order-Level Materials (OLM)
Special Item No. 518210FM	Financial Management Quality Service Management Office

Online access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! Is https://gsaadvantage.gov

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Approval of SAP Enterprise Maintenance and Support - GSA #GS47QSWA18D008F - Information Technology – Carahsoft Technology Corporation

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

   Yes_____ No __√__

2. Does the county action limit or restrict a real property right, even partially or temporarily?

   Yes_____ No __√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

****

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 4
Department: Purchasing	**Prepared By:** Tara West	**Approved By:** Christopher Lax, CPSM, CPSD, CPCP

SUBJECT:

Consideration of Interlocal Agreement Between Tarrant County and the City of Friendswood for Cooperative Purchasing of Goods and Services

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider an Interlocal Agreement between Tarrant County and the City of Friendswood for Cooperative Purchasing of Goods and Services.

BACKGROUND

Periodically, Tarrant County enters into Cooperative Purchasing Interlocal Agreements with various other political entities in accordance with the Texas Intergovernmental Cooperation Act, Chapter 791, Texas Government Code. The agreements allow those entities to purchase goods and services under existing Tarrant County annual contracts.

The attached agreement was signed by the City Manager of the City of Friendswood on August 26, 2025. It is being presented to the Commissioners Court for final approval and signature.

FISCAL IMPACT

There is no fiscal impact associated with this item.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By:

Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____
Auditor

Attachments

FRiendswood City of Interlocal Agreement Backup 09 16 25.pdf

INTERLOCAL AGREEMENT

BETWEEN COUNTY OF TARRANT AND the City of Friendswood

This Agreement is made this 26th day of August, 2025 between the County of Tarrant, Texas and the City of Friendswood.

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

WHEREAS, the contract is made under the authority of Sections 791.001-791.029 of the Texas Government Code; and,

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services under this contract.

I.

The City of Friendswood, hereby makes, constitutes and appoints Tarrant County its true and lawful purchasing agent for the purchase of various commodities using Annual Contracts (Bids). Tarrant County will maintain a listing of Annual Contracts which are available for local entities use. Tarrant County will forward a copy of requested Annual Contract to the requesting entity. The City of Friendswood agrees that Tarrant County shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by Tarrant County according to its usual bidding procedures and in accordance with applicable State statutes.

II.

The City of Friendswood agrees that all specifications for selected items shall be determined by Tarrant County.

III.

The City of Friendswood agrees to pay the supplier for all goods, equipment and products pursuant to this Agreement. The successful bidder or bidders shall bill the City of Friendswood directly for all items purchased, and the City of Friendswood shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.

IV.

Jeffery Spears (name), Purchasing Coordinator (title) is hereby designated as the official representative to act for the City of Friendswood in all matters relating to this Agreement.

V.

This Agreement shall take effect upon execution by both signatories.

VI.

This Agreement shall be in effect from the date of execution until terminated by either party to the Agreement upon written thirty (30) days' notice prior to cancellation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year first above written.

TARRANT COUNTY	**(Entity)** City of Friendswood
BY: _____	BY: _____
TITLE: _____	TITLE: Morad Kabiri, City Manager
DATE: _____	DATE: August 26, 2025

R.M.

K.H.

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Consideration of Interlocal Agreement Between Tarrant County and the City of Friendswood for Cooperative Purchasing of Goods and Services

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

   Yes_____ No __√__

2. Does the county action limit or restrict a real property right, even partially or temporarily?

   Yes_____ No __√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

****

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 5
Department: Purchasing	**Prepared By:** Tara West	**Approved By:** Christopher Lax, CPSM, CPSD, CPCP

SUBJECT:

Consideration of Interlocal Agreement Between Tarrant County and County of Johnson for Cooperative Purchasing of Goods and Services

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider an Interlocal Agreement between Tarrant County and County of Johnson for Cooperative Purchasing of Goods and Services.

BACKGROUND

Periodically, Tarrant County enters into Cooperative Purchasing Interlocal Agreements with various other political entities in accordance with the Texas Intergovernmental Cooperation Act, Chapter 791, Texas Government Code. The agreements allow those entities to purchase goods and services under existing Tarrant County annual contracts.

The attached agreement was signed by Christopher Boedeker, County Judge of the County of Johnson, on August 11, 2025. It is being presented to the Commissioners Court for consideration and signature.

FISCAL IMPACT

There is no fiscal impact associated with this item.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By:

Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____

District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $N/A

County Auditor

Attachments

Johnson County Texas Interlocal Attachment 09 16 25.pdf

INTERLOCAL AGREEMENT

BETWEEN COUNTY OF TARRANT AND County of Johnson

This Agreement is made this 11th day of August, 2025 between the County of Tarrant, Texas and County of Johnson.

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

WHEREAS, the contract is made under the authority of Sections 791.001-791.029 of the Texas Government Code; and,

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services under this contract.

I.

County of Johnson, hereby makes, constitutes and appoints Tarrant County its true and lawful purchasing agent for the purchase of various commodities using Annual Contracts (Bids). Tarrant County will maintain a listing of Annual Contracts which are available for local entities use. Tarrant County will forward a copy of requested Annual Contract to the requesting entity. County of Johnson agrees that Tarrant County shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by Tarrant County according to its usual bidding procedures and in accordance with applicable State statutes.

II.

County of Johnson agrees that all specifications for selected items shall be determined by Tarrant County.

III.

County of Johnson agrees to pay the supplier for all goods, equipment and products pursuant to this Agreement. The successful bidder or bidders shall bill County of Johnson directly for all items purchased, and County of Johnson shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.

IV.

Christopher Boedeker (name), County Judge (title) is hereby designated as the official representative to act for County of Johnson in all matters relating to this Agreement.

V.

This Agreement shall take effect upon execution by both signatories.

VI.

This Agreement shall be in effect from the date of execution until terminated by either party to the Agreement upon written thirty (30) days' notice prior to cancellation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year first above written.

TARRANT COUNTY	**(Entity)** County of Johnson
BY: _____	BY: _____
TITLE: _____	TITLE: Christopher Boedeker - County Judge
DATE: _____	DATE: 08/11/2025

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Consideration of Interlocal Agreement Between Tarrant County and County of Johnson for Cooperative Purchasing of Goods and Services

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

   Yes_____ No__√__

2. Does the county action limit or restrict a real property right, even partially or temporarily?

   Yes_____ No__√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

****

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 8
Department: Purchasing	**Prepared By:** Melissa Lee, C.P.M., A.P.P.	**Approved By:** Christopher Lax, CPSM, CPSD, CPCP

SUBJECT:

Authorization to Submit Procurement Card Account Application Forms to JPMorgan Chase Bank for Tarrant County Procurement Cards - Sheriff's Office

*****CONSENT AGENDA* ****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court authorize the Purchasing Agent to submit Procurement Card Account Application Forms to JPMorgan Chase Bank for two (2) Tarrant County Procurement Cards for the Sheriff's Office.

BACKGROUND

On August 20, 2024, the Commissioners Court, through Court Order #143690, awarded a contract for Procurement Card Services to JPMorgan Chase Bank.

The following employees completed the required Procurement Card Account Application Form and Employee Agreement in order to be issued a Tarrant County Procurement Card:

Richard MacDonald
Allen W. Macias

Tarrant County Procurement Card Procedures require authorization by the Commissioners Court for the Purchasing Agent to submit the application forms to JPMorgan Chase Bank.

FISCAL IMPACT

There is no fiscal impact associated with this item.

Attachments

Sheriff Office PCards Backup.pdf

Memorandum

TO: Melissa Lee, Purchasing Agent

FROM: Sheriff Bill E. Waybourn

DATE: August 21, 2025

RE: Request for Procurement Card for Richard MacDonald

This memo accompanies the request for a Procurement Card for Richard MacDonald, Transportation Deputy for the Tarrant County Sheriff's Office.

Deputy MacDonald will be assisting extradition deputies on trips.

As this card is a new card, we anticipate there will be no additional fiscal impact associated with the issuance of the card.

EMPLOYEE AGREEMENT

I, Richard MacDonald, hereby request a Procurement Card, hereafter the Card. As a holder, I agree to comply with the following terms and conditions regarding my use of the Card.

1. I understand that I am being entrusted with the Card and will be making financial commitments on behalf of the County.
2. I understand that the County is liable to Chase Bank for all charges made on the Card. I understand that I am liable for all charges not in compliance with this Agreement or with the Tarrant County Procurement Card Policy/Procedures Manual, hereafter the Manual, or any other Tarrant County Policy. I also understand that I could also be subject to disciplinary action and potential termination from his or her job.
3. I agree to use this Card for purchases in compliance with the manual and agree not to make purchases in violation of the policy set forth in the Manual. I understand that the County Auditor will audit the use of this Card and that appropriate actions will be taken to enforce this agreement and violations of the Manual.
4. Failure to follow Manual may result in the revocation of my use of the Card and other possible disciplinary actions.
5. I have received a copy of the Manual and understand the requirements of the Card's use.
6. I agree to return the Card immediately upon request or upon termination of my employment (including retirement).
7. If the Card is lost or stolen, I agree to notify the Purchasing Agent and Chase Bank immediately. If the Card is used in a manner not authorized by the manual, I agree to notify the Purchasing Agent immediately.
8. I understand that the burden of proof will be upon me to show that the items purchased were made in compliance with the policy as set forth in the Manual.
9. **Purchases made in violation of the policy and comply with Local Government code 262, subchapter B as set forth in the Manual will subject me to liability for the total dollar amount of such unauthorized purchases.**

R. [signature] Extradition/Transportation 8/21/25

Employee Signature | Department | Date

[signature] 8-22-25

Elected/Appointed Official or Department Head | Date

J.P.Morgan

U.S. Commercial Card Application

COMPANY / ORGANIZATION INFORMATION

TARRANT COUNTY
Company / Organization Name*

Bank Number*

Company Number*

Agent Number* (card design code)

APPLICANT SECTION* - * indicates a required field

Account Holder Type*: ☒ **Individual** ☐ **Department** (if card issued to department please skip 1 and 6)

1. APPLICANT INFORMATION

RICHARD
Full First Name*

A
Middle Initial

MacDONALD
Last Name*

Date of Birth* (mm/dd/yyyy)

Employee ID

2. ACCOUNT SECURITY

(Access Code 1 and Access Code 2 cannot be the same)

Access Code 1* (any 4 digit number)

Access Code 2* (any 4 alpha/numeric characters)

3. NAME AS IT WILL APPEAR ON CARD

RICHARD MacDONALD
Name as it will appear on Card* (21 character limit - including spaces)

TCSO
Second line to appear on Card (21 character limit - including spaces) e.g. Company Name/Other, etc.

4. ACCOUNT CONTACT INFORMATION

ramacdonald@tarrantcountytx.gov
Business email address*

Business phone number*

Mobile phone number*

5. ACCOUNT MAILING ADDRESS

200 TAYLOR STREET
Mailing Street Address*

Mailing Street Address Line 2 (if applicable)

FORT WORTH
City*

TX
State*

76196
Zip Code*

6. HOME ADDRESS

Home Street Address*

Home Street Address Line 2 (if applicable)

City*

State*

Zip Code*

ADMINISTRATOR SECTION* - * indicates a required field

7. ACCOUNT SPEND LIMITS/CONTROLS

$ 5,000
Spend Limit*

Cycle Transaction Limit

$
Single Amount Limit

$
Daily Amount Limit

Daily Transaction Limit

$
Cash Advance Limit

8. MERCHANT CATEGORY CODE GROUP SPEND LIMITS

MERCHANT CATEGORY CODE GROUP NAME*	Include (I)/ Exclude (E)*	CYCLE SPEND	CYCLE TRANS #	SINGLE AMOUNT	DAILY AMOUNT	DAILY TRANS #
TARRANTCO	E	$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	

9. ACCOUNT PARAMETERS - OPTIONAL

☐ Rush Delivery (fee may apply. No P.O. box)

☐ Executive Card

☐ Declining Balance

Card Delivery Code - Site ID

Accounting Code

Effective Begin Date (mm/dd/yyyy)

Effective End Date (mm/dd/yyyy)

10. HIERARCHY - **do not complete unless instructed during program set-up

Level 1 - if applicable*

Level 2**

Level 3**

Level 4**

Level 5**

Level 6**

11. ADMINISTRATOR CERTIFICATION - please read and sign

I am an authorized representative of the company and by submitting this application for a commercial card(s) for the applicant(s) listed above, I certify that:

- the information in the application and its supporting documents is accurate to the best of the company's knowledge, information and belief
- the identity of the applicant(s) has/have been verified and the applicant(s) is/are employee(s) or agent(s) of the company and is/are authorized to apply for and use the card(s) to incur expenses for the company, and
- the applicant(s) has/have consented to their information being provided for this application and a card(s) being issued in their name.

The company will maintain evidence of the applicant's consents and will give this evidence to JPMorgan Chase Bank, N.A., Chase Bank USA, N.A. or their affiliates upon request.

MELISSA LEE, C.P.M.,A.P.P.
Program Administrator / Approver Name Printed*

X
Program Administrator / Approver Signature* (ELECTRONIC ACCEPTABLE)

09/16/2025
Date*

Program Administrator (Authorized Signer) Submit Application to:
Email: CCS-Account-Services@chase.com

US_CC_0820

Memorandum

TO: Melissa Lee, Purchasing Agent

FROM: Sheriff Bill E. Waybourn

DATE: August 8, 2025

RE: Request for Procurement Card for Allen Macias

This memo accompanies the request for a Procurement Card for Allen Macias, Extradition Deputy for the Tarrant County Sheriff's Office.

Deputy Macias is the replacement for Abu Baba.

As this card is a new card, we anticipate there will be no additional fiscal impact associated with the issuance of the card.

EMPLOYEE AGREEMENT

I, ALLEN W. MACIAS, hereby request a Procurement Card, hereafter the Card. As a holder, I agree to comply with the following terms and conditions regarding my use of the Card.

1. I understand that I am being entrusted with the Card and will be making financial commitments on behalf of the County.
2. I understand that the County is liable to Chase Bank for all charges made on the Card. I understand that I am liable for all charges not in compliance with this Agreement or with the Tarrant County Procurement Card Policy/Procedures Manual, hereafter the Manual, or any other Tarrant County Policy. I also understand that I could also be subject to disciplinary action and potential termination from his or her job.
3. I agree to use this Card for purchases in compliance with the manual and agree not to make purchases in violation of the policy set forth in the Manual. I understand that the County Auditor will audit the use of this Card and that appropriate actions will be taken to enforce this agreement and violations of the Manual.
4. Failure to follow Manual may result in the revocation of my use of the Card and other possible disciplinary actions.
5. I have received a copy of the Manual and understand the requirements of the Card's use.
6. I agree to return the Card immediately upon request or upon termination of my employment (including retirement).
7. If the Card is lost or stolen, I agree to notify the Purchasing Agent and Chase Bank immediately. If the Card is used in a manner not authorized by the manual, I agree to notify the Purchasing Agent immediately.
8. I understand that the burden of proof will be upon me to show that the items purchased were made in compliance with the policy as set forth in the Manual.
9. **Purchases made in violation of the policy and comply with Local Government code 262, subchapter B as set forth in the Manual will subject me to liability for the total dollar amount of such unauthorized purchases.**

Employee Signature	Department	Date
	SHERIFF/EXTRADITION	

Elected/Appointed Official or Department Head	Date
	8-18-25

J.P.Morgan

U.S. Commercial Card Application

COMPANY / ORGANIZATION INFORMATION

TARRANT COUNTY
Company / Organization Name*

Bank Number*

Company Number*

Agent Number* (card design code)

APPLICANT SECTION* - * indicates a required field

Account Holder Type*: ☒ **Individual** ☐ **Department (if card issued to department please skip 1 and 6)**

1. APPLICANT INFORMATION

Allen
Full First Name*

W
Middle Initial

Macias
Last Name*

Date of Birth* (mm/dd/yyyy)

Employee ID

2. ACCOUNT SECURITY

(Access Code 1 and Access Code 2 cannot be the same)

Access Code 1* (any 4 digit number)

Access Code 2* (any 4 alpha/numeric characters)

3. NAME AS IT WILL APPEAR ON CARD

Allen W. Macias
Name as it will appear on Card* (21 character limit - including spaces)

Sheriffs Office
Second line to appear on Card (21 character limit - including spaces) e.g. Company Name/Other, etc.

4. ACCOUNT CONTACT INFORMATION

awmacias@tarrantcountytx.gov
Business email address*

Business phone number*

Mobile phone number*

5. ACCOUNT MAILING ADDRESS

200 Taylor Street
Mailing Street Address*

Mailing Street Address Line 2 (if applicable)

Fort Worth
City*

TX
State*

76102
Zip Code*

6. HOME ADDRESS

Home Street Address*

Home Street Address Line 2 (if applicable)

City*

State*

Zip Code*

ADMINISTRATOR SECTION* - * indicates a required field

7. ACCOUNT SPEND LIMITS/CONTROLS

$5,000 w
Spend Limit*

Cycle Transaction Limit

$
Single Amount Limit

$
Daily Amount Limit

Daily Transaction Limit

$
Cash Advance Limit

8. MERCHANT CATEGORY CODE GROUP SPEND LIMITS

MERCHANT CATEGORY CODE GROUP NAME*	Include (I)/ Exclude (E)*	CYCLE SPEND	CYCLE TRANS #	SINGLE AMOUNT	DAILY AMOUNT	DAILY TRANS #
TARRANTCO	E	$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	

9. ACCOUNT PARAMETERS - OPTIONAL

☐ Rush Delivery (fee may apply. No P.O. box)

☐ Executive Card

☐ Declining Balance

Card Delivery Code - Site ID

Accounting Code

Effective Begin Date (mm/dd/yyyy)

Effective End Date (mm/dd/yyyy)

10. HIERARCHY - **do not complete unless instructed during program set-up

Level 1 - if applicable*

Level 2**

Level 3**

Level 4**

Level 5**

Level 6**

11. ADMINISTRATOR CERTIFICATION - please read and sign

I am an authorized representative of the company and by submitting this application for a commercial card(s) for the applicant(s) listed above, I certify that:

- the information in the application and its supporting documents is accurate to the best of the company's knowledge, information and belief
- the identity of the applicant(s) has/have been verified and the applicant(s) is/are employee(s) or agent(s) of the company and is/are authorized to apply for and use the card(s) to incur expenses for the company, and
- the applicant(s) has/have consented to their information being provided for this application and a card(s) being issued in their name.

The company will maintain evidence of the applicant's consents and will give this evidence to JPMorgan Chase Bank, N.A., Chase Bank USA, N.A. or their affiliates upon request.

MELISSA LEE, C.P.M.,A.P.P.
Program Administrator / Approver Name Printed*

X
Program Administrator / Approver Signature* (ELECTRONIC ACCEPTABLE) Date*

Program Administrator (Authorized Signer) Submit Application to:
Email: CCS-Account-Services@chase.com

US_CC_0820

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Authorization to Submit Procurement Card Account Application Forms to JPMorgan Chase Bank for Tarrant County Procurement Cards – Sheriff's Office

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

   Yes_____ No __√__

2. Does the county action limit or restrict a real property right, even partially or temporarily?

   Yes_____ No __√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

****

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 30
Department: Purchasing	**Prepared By:** Melissa Lee, C.P.M., A.P.P.	**Approved By:** Christopher Lax, CPSM, CPSD, CPCP

SUBJECT:

Authorization to Submit Procurement Card Account Application Forms to JPMorgan Chase Bank for Tarrant County Procurement Cards - Tax Office

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court authorize the Purchasing Agent to submit Procurement Card Account Application Forms to JPMorgan Chase Bank for nine (9) Tarrant County Procurement Cards for the Tax Office.

BACKGROUND

On August 20, 2024, the Commissioners Court, through Court Order #143690, awarded a contract for Procurement Card Services to JPMorgan Chase Bank.

The following employees completed the required Procurement Card Account Application Form and Employee Agreement in order to be issued a Tarrant County Procurement Card:

Lindsey Darnell
Rebecca Fernandez
Cristina N Gallagher
Juana Garnett
Breanna Marie Gidley
Jessica M Montoya
Camryn A Robbins
Elvira Simpson
Meredith Tijerina

These cards will be set with minimal credit limits and only be used for payment card system communication verification.

Tarrant County Procurement Card Procedures require authorization by the Commissioners Court for the Purchasing Agent to submit the application form to JPMorgan Chase Bank.

FISCAL IMPACT

There is no fiscal impact associated with this item.

Attachments

Tax Office Procurement Cards Backup.pdf

Memorandum

To: Melissa Lee, Purchasing Agent

From: Rick Barnes

Date: 08/06/2025

Re: Procurement Card Application

Please accept this request to authorize Lindsey Darnell with (department) Tax Office to receive a procurement card for the purpose of testing transactions with our payment processor.

Elected/Appointed Official or Department Head

EMPLOYEE AGREEMENT

I, LINDSEY DARNELL, hereby request a Procurement Card, hereafter the Card. As a holder, I agree to comply with the following terms and conditions regarding my use of the Card.

1. I understand that I am being entrusted with the Card and will be making financial commitments on behalf of the County.
2. I understand that the County is liable to Chase Bank for all charges made on the Card. I understand that I am liable for all charges not in compliance with this Agreement or with the Tarrant County Procurement Card Policy/Procedures Manual, hereafter the Manual, or any other Tarrant County Policy. I also understand that I could also be subject to disciplinary action and potential termination from his or her job.
3. I agree to use this Card for purchases in compliance with the manual and agree not to make purchases in violation of the policy set forth in the Manual. I understand that the County Auditor will audit the use of this Card and that appropriate actions will be taken to enforce this agreement and violations of the Manual.
4. Failure to follow Manual may result in the revocation of my use of the Card and other possible disciplinary actions.
5. I have received a copy of the Manual and understand the requirements of the Card's use.
6. I agree to return the Card immediately upon request or upon termination of my employment (including retirement).
7. If the Card is lost or stolen, I agree to notify the Purchasing Agent and Chase Bank immediately. If the Card is used in a manner not authorized by the manual, I agree to notify the Purchasing Agent immediately.
8. I understand that the burden of proof will be upon me to show that the items purchased were made in compliance with the policy as set forth in the Manual.
9. **Purchases made in violation of the policy and comply with Local Government code 262, subchapter B as set forth in the Manual will subject me to liability for the total dollar amount of such unauthorized purchases.**

Employee Signature	Department	Date
LDarnell	TAX	7/21/25

Elected/Appointed Official or Department Head	Date
	8/13/25

J.P.Morgan

U.S. Commercial Card Application

COMPANY / ORGANIZATION INFORMATION

TARRANT COUNTY
Company / Organization Name*

Bank Number*

Company Number*

Agent Number* (card design code)

APPLICANT SECTION* - * indicates a required field

Account Holder Type*: ☒ **Individual** ☐ **Department** (if card issued to department please skip 1 and 6)

1. APPLICANT INFORMATION

LINDSEY
Full First Name*

A
Middle Initial

DARNELL
Last Name*

Date of Birth* (mm/dd/yyyy)

Employee ID

2. ACCOUNT SECURITY

(Access Code 1 and Access Code 2 cannot be the same)

Access Code 1* (any 4 digit number)

Access Code 2* (any 4 alpha/numeric characters)

3. NAME AS IT WILL APPEAR ON CARD

LINDSEY DARNELL
Name as it will appear on Card* (21 character limit - including spaces)

TAX OFFICE
Second line to appear on Card (21 character limit - including spaces) e.g. Company Name/Other, etc.

4. ACCOUNT CONTACT INFORMATION

LADARNELL@TARRANTCOUNTYTX.GOV
Business email address*

Business phone number*

Mobile phone number

5. ACCOUNT MAILING ADDRESS

100 E. WEATHERFORD STREET
Mailing Street Address*

Mailing Street Address Line 2 (if applicable)

FORT WORTH
City*

TX
State*

76196
Zip Code*

6. HOME ADDRESS

Home Street Address*

Home Street Address Line 2 (if applicable)

City*

State*

Zip Code*

ADMINISTRATOR SECTION* - * indicates a required field

7. ACCOUNT SPEND LIMITS/CONTROLS

$ 1
Spend Limit*

Cycle Transaction Limit

$
Single Amount Limit

$
Daily Amount Limit

Daily Transaction Limit

$
Cash Advance Limit

8. MERCHANT CATEGORY CODE GROUP SPEND LIMITS

MERCHANT CATEGORY CODE GROUP NAME*	Include (I)/ Exclude (E)*	CYCLE SPEND	CYCLE TRANS #	SINGLE AMOUNT	DAILY AMOUNT	DAILY TRANS #
TARRANTCO	E	$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	

9. ACCOUNT PARAMETERS - OPTIONAL

☐ Rush Delivery (fee may apply. No P.O. box)

☐ Executive Card

☐ Declining Balance

Card Delivery Code - Site ID

Accounting Code

Effective Begin Date (mm/dd/yyyy)

Effective End Date (mm/dd/yyyy)

10. HIERARCHY - **do not complete unless instructed during program set-up

Level 1 - if applicable*

Level 2**

Level 3**

Level 4**

Level 5**

Level 6**

11. ADMINISTRATOR CERTIFICATION - please read and sign

I am an authorized representative of the company and by submitting this application for a commercial card(s) for the applicant(s) listed above, I certify that:

- the information in the application and its supporting documents is accurate to the best of the company's knowledge, information and belief
- the identity of the applicant(s) has/have been verified and the applicant(s) is/are employee(s) or agent(s) of the company and is/are authorized to apply for and use the card(s) to incur expenses for the company, and
- the applicant(s) has/have consented to their information being provided for this application and a card(s) being issued in their name.

The company will maintain evidence of the applicant's consents and will give this evidence to JPMorgan Chase Bank, N.A., Chase Bank USA, N.A. or their affiliates upon request.

MELISSA LEE, C.P.M.,A.P.P.
Program Administrator / Approver Name Printed*

X
Program Administrator / Approver Signature* (ELECTRONIC ACCEPTABLE) Date*

Program Administrator (Authorized Signer) Submit Application to:
Email: CCS-Account-Services@chase.com

US_CC_0820

Memorandum

To: Melissa Lee, Purchasing Agent

From: Rick Barnes

Date: 08/06/2025

Re: Procurement Card Application

Please accept this request to authorize Rebecca Fernandez with (department) Tax Office to receive a procurement card for the purpose of testing transactions with our payment processor.

Elected/Appointed Official or Department Head

EMPLOYEE AGREEMENT

I, Rebecca Fernandez, hereby request a Procurement Card, hereafter the Card. As a holder, I agree to comply with the following terms and conditions regarding my use of the Card.

1. I understand that I am being entrusted with the Card and will be making financial commitments on behalf of the County.
2. I understand that the County is liable to Chase Bank for all charges made on the Card. I understand that I am liable for all charges not in compliance with this Agreement or with the Tarrant County Procurement Card Policy/Procedures Manual, hereafter the Manual, or any other Tarrant County Policy. I also understand that I could also be subject to disciplinary action and potential termination from his or her job.
3. I agree to use this Card for purchases in compliance with the manual and agree not to make purchases in violation of the policy set forth in the Manual. I understand that the County Auditor will audit the use of this Card and that appropriate actions will be taken to enforce this agreement and violations of the Manual.
4. Failure to follow Manual may result in the revocation of my use of the Card and other possible disciplinary actions.
5. I have received a copy of the Manual and understand the requirements of the Card's use.
6. I agree to return the Card immediately upon request or upon termination of my employment (including retirement).
7. If the Card is lost or stolen, I agree to notify the Purchasing Agent and Chase Bank immediately. If the Card is used in a manner not authorized by the manual, I agree to notify the Purchasing Agent immediately.
8. I understand that the burden of proof will be upon me to show that the items purchased were made in compliance with the policy as set forth in the Manual.
9. **Purchases made in violation of the policy and comply with Local Government code 262, subchapter B as set forth in the Manual will subject me to liability for the total dollar amount of such unauthorized purchases.**

Employee Signature	Department	Date
Rebecca Fernandez	Tax Office	July 16, 2025

Elected/Appointed Official or Department Head	Date
	8/13/25

J.P.Morgan

U.S. Commercial Card Application

COMPANY / ORGANIZATION INFORMATION

TARRANT COUNTY
Company / Organization Name*

Bank Number*

Company Number*

Agent Number* (card design code)

APPLICANT SECTION* - * indicates a required field

Account Holder Type*: ☒ Individual ☐ Department (if card issued to department please skip 1 and 6)

1. APPLICANT INFORMATION

Rebecca
Full First Name*

Middle Initial

Fernandez
Last Name*

Date of Birth* (mm/dd/yyyy)

Employee ID

2. ACCOUNT SECURITY

(Access Code 1 and Access Code 2 cannot be the same)

Access Code 1* (any 4 digit number)

Access Code 2* (any 4 alpha/numeric characters)

3. NAME AS IT WILL APPEAR ON CARD

Rebecca Fernandez
Name as it will appear on Card* (21 character limit - including spaces)

Tax Office
Second line to appear on Card (21 character limit - including spaces) e.g. Company Name/Other, etc.

4. ACCOUNT CONTACT INFORMATION

rfernandez@tarrantcountytx.gov
Business email address*

Business phone number*

Mobile phone number*

5. ACCOUNT MAILING ADDRESS

100 E. Weatherford Street
Mailing Street Address*

Mailing Street Address Line 2 (if applicable)

Fort Worth
City*

TX
State*

76196
Zip Code*

6. HOME ADDRESS

Home Street Address*

Home Street Address Line 2 (if applicable)

City*

State*

Zip Code*

ADMINISTRATOR SECTION* - * indicates a required field

7. ACCOUNT SPEND LIMITS/CONTROLS

$ 1
Spend Limit*

Cycle Transaction Limit

$
Single Amount Limit

$
Daily Amount Limit

Daily Transaction Limit

$
Cash Advance Limit

8. MERCHANT CATEGORY CODE GROUP SPEND LIMITS

MERCHANT CATEGORY CODE GROUP NAME*	Include (I)/ Exclude (E)*	CYCLE SPEND	CYCLE TRANS #	SINGLE AMOUNT	DAILY AMOUNT	DAILY TRANS #
TARRANTCO	E	$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	

9. ACCOUNT PARAMETERS - OPTIONAL

☐ Rush Delivery (fee may apply. No P.O. box)

☐ Executive Card

☐ Declining Balance

Card Delivery Code - Site ID

Accounting Code

Effective Begin Date (mm/dd/yyyy)

Effective End Date (mm/dd/yyyy)

10. HIERARCHY - **do not complete unless instructed during program set-up

Level 1 - if applicable*

Level 2**

Level 3**

Level 4**

Level 5**

Level 6**

11. ADMINISTRATOR CERTIFICATION - please read and sign

I am an authorized representative of the company and by submitting this application for a commercial card(s) for the applicant(s) listed above, I certify that:

- the information in the application and its supporting documents is accurate to the best of the company's knowledge, information and belief
- the identity of the applicant(s) has/have been verified and the applicant(s) is/are employee(s) or agent(s) of the company and is/are authorized to apply for and use the card(s) to incur expenses for the company, and
- the applicant(s) has/have consented to their information being provided for this application and a card(s) being issued in their name.

The company will maintain evidence of the applicant's consents and will give this evidence to JPMorgan Chase Bank, N.A., Chase Bank USA, N.A. or their affiliates upon request.

MELISSA LEE, C.P.M.,A.P.P.
Program Administrator / Approver Name Printed*

X
Program Administrator / Approver Signature* (ELECTRONIC ACCEPTABLE) Date*

Program Administrator (Authorized Signer) Submit Application to:
Email: CCS-Account-Services@chase.com

US_CC_0820

Memorandum

To: Melissa Lee, Purchasing Agent

From: Rick Barnes

Date: 08/06/2025

Re: Procurement Card Application

Please accept this request to authorize Cristina Gallagher with (department) Tax Office to receive a procurement card for the purpose of testing transactions with our payment processor.

Elected/Appointed Official or Department Head

EMPLOYEE AGREEMENT

I, Cristina N. Gallagher, hereby request a Procurement Card, hereafter the Card. As a holder, I agree to comply with the following terms and conditions regarding my use of the Card.

1. I understand that I am being entrusted with the Card and will be making financial commitments on behalf of the County.
2. I understand that the County is liable to Chase Bank for all charges made on the Card. I understand that I am liable for all charges not in compliance with this Agreement or with the Tarrant County Procurement Card Policy/Procedures Manual, hereafter the Manual, or any other Tarrant County Policy. I also understand that I could also be subject to disciplinary action and potential termination from his or her job.
3. I agree to use this Card for purchases in compliance with the manual and agree not to make purchases in violation of the policy set forth in the Manual. I understand that the County Auditor will audit the use of this Card and that appropriate actions will be taken to enforce this agreement and violations of the Manual.
4. Failure to follow Manual may result in the revocation of my use of the Card and other possible disciplinary actions.
5. I have received a copy of the Manual and understand the requirements of the Card's use.
6. I agree to return the Card immediately upon request or upon termination of my employment (including retirement).
7. If the Card is lost or stolen, I agree to notify the Purchasing Agent and Chase Bank immediately. If the Card is used in a manner not authorized by the manual, I agree to notify the Purchasing Agent immediately.
8. I understand that the burden of proof will be upon me to show that the items purchased were made in compliance with the policy as set forth in the Manual.
9. **Purchases made in violation of the policy and comply with Local Government code 262, subchapter B as set forth in the Manual will subject me to liability for the total dollar amount of such unauthorized purchases.**

	TAX	7.21.25
Employee Signature	Department	Date
		8/13/25
Elected/Appointed Official or Department Head		Date

J.P.Morgan

U.S. Commercial Card Application

COMPANY / ORGANIZATION INFORMATION

TARRANT COUNTY
Company / Organization Name*

Bank Number*

Company Number*

Agent Number* (card design code)

APPLICANT SECTION* - * indicates a required field

Account Holder Type*: ☒ **Individual** ☐ **Department** (if card issued to department please skip 1 and 6)

1. APPLICANT INFORMATION

CRISTINA
Full First Name*

N
Middle Initial

GALLAGHER
Last Name*

Date of Birth* (mm/dd/yyyy)

Employee ID

2. ACCOUNT SECURITY

(Access Code 1 and Access Code 2 cannot be the same)

Access Code 1* (any 4 digit number)

Access Code 2* (any 4 alpha/numeric characters)

3. NAME AS IT WILL APPEAR ON CARD

CRISTINA N GALLAGHER
Name as it will appear on Card* (21 character limit - including spaces)

TAX OFFICE
Second line to appear on Card (21 character limit - including spaces) e.g. Company Name/Other, etc.

4. ACCOUNT CONTACT INFORMATION

cngallagher@tarrantcountytx.gov
Business email address*

Business phone number*

Mobile phone number*

5. ACCOUNT MAILING ADDRESS

100 E Weatherford St
Mailing Street Address*

Mailing Street Address Line 2 (if applicable)

FORT WORTH
City*

TX
State*

76106
Zip Code*

6. HOME ADDRESS

Home Street Address*

Home Street Address Line 2 (if applicable)

City*

State*

Zip Code*

ADMINISTRATOR SECTION* - * indicates a required field

7. ACCOUNT SPEND LIMITS/CONTROLS

$ 1
Spend Limit*

Cycle Transaction Limit

$
Single Amount Limit

$
Daily Amount Limit

Daily Transaction Limit

$
Cash Advance Limit

8. MERCHANT CATEGORY CODE GROUP SPEND LIMITS

MERCHANT CATEGORY CODE GROUP NAME*	Include (I)/ Exclude (E)*	CYCLE SPEND	CYCLE TRANS #	SINGLE AMOUNT	DAILY AMOUNT	DAILY TRANS #
TARRANTCO	E	$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	

9. ACCOUNT PARAMETERS - OPTIONAL

☐ Rush Delivery (fee may apply. No P.O. box)

☐ Executive Card

☐ Declining Balance

Card Delivery Code - Site ID

Accounting Code

Effective Begin Date (mm/dd/yyyy)

Effective End Date (mm/dd/yyyy)

10. HIERARCHY - **do not complete unless instructed during program set-up

Level 1 - if applicable*

Level 2**

Level 3**

Level 4**

Level 5**

Level 6**

11. ADMINISTRATOR CERTIFICATION - please read and sign

I am an authorized representative of the company and by submitting this application for a commercial card(s) for the applicant(s) listed above, I certify that:

- the information in the application and its supporting documents is accurate to the best of the company's knowledge, information and belief
- the identity of the applicant(s) has/have been verified and the applicant(s) is/are employee(s) or agent(s) of the company and is/are authorized to apply for and use the card(s) to incur expenses for the company, and
- the applicant(s) has/have consented to their information being provided for this application and a card(s) being issued in their name.

The company will maintain evidence of the applicant's consents and will give this evidence to JPMorgan Chase

MELISSA LEE, C.P.M.,A.P.P.
Program Administrator / Approver Name Printed*

X
Program Administrator / Approver Signature* (ELECTRONIC ACCEPTABLE) Date*

Program Administrator (Authorized Signer) Submit Application to:
Email: CCS-Account-Services@chase.com

US_CC_0820

Memorandum

To: Melissa Lee, Purchasing Agent

From: Rick Barnes

Date: 08/06/2025

Re: Procurement Card Application

Please accept this request to authorize Juana Garnett with (department) Tax Office to receive a procurement card for the purpose of testing transactions with our payment processor.

Elected/Appointed Official or Department Head

EMPLOYEE AGREEMENT

I, JUANA GARNETT, hereby request a Procurement Card, hereafter the Card. As a holder, I agree to comply with the following terms and conditions regarding my use of the Card.

1. I understand that I am being entrusted with the Card and will be making financial commitments on behalf of the County.
2. I understand that the County is liable to Chase Bank for all charges made on the Card. I understand that I am liable for all charges not in compliance with this Agreement or with the Tarrant County Procurement Card Policy/Procedures Manual, hereafter the Manual, or any other Tarrant County Policy. I also understand that I could also be subject to disciplinary action and potential termination from his or her job.
3. I agree to use this Card for purchases in compliance with the manual and agree not to make purchases in violation of the policy set forth in the Manual. I understand that the County Auditor will audit the use of this Card and that appropriate actions will be taken to enforce this agreement and violations of the Manual.
4. Failure to follow Manual may result in the revocation of my use of the Card and other possible disciplinary actions.
5. I have received a copy of the Manual and understand the requirements of the Card's use.
6. I agree to return the Card immediately upon request or upon termination of my employment (including retirement).
7. If the Card is lost or stolen, I agree to notify the Purchasing Agent and Chase Bank immediately. If the Card is used in a manner not authorized by the manual, I agree to notify the Purchasing Agent immediately.
8. I understand that the burden of proof will be upon me to show that the items purchased were made in compliance with the policy as set forth in the Manual.
9. **Purchases made in violation of the policy and comply with Local Government code 262, subchapter B as set forth in the Manual will subject me to liability for the total dollar amount of such unauthorized purchases.**

		7.21.2025
Employee Signature	Department	Date
		8/13/25
Elected/Appointed Official or Department Head		Date

J.P.Morgan

U.S. Commercial Card Application

COMPANY / ORGANIZATION INFORMATION

TARRANT COUNTY
Company / Organization Name*

Bank Number*

Company Number*

Agent Number* (card design code)

APPLICANT SECTION* - * indicates a required field

Account Holder Type*: ☒ **Individual** ☐ **Department** (if card issued to department please skip 1 and 6)

1. APPLICANT INFORMATION

JUANA
Full First Name*

L
Middle Initial

GARNETT
Last Name*

Date of Birth* (mm/dd/yyyy)

Employee ID

2. ACCOUNT SECURITY

(Access Code 1 and Access Code 2 cannot be the same)

Access Code 1* (any 4 digit number)

Access Code 2* (any 4 alpha/numeric characters)

3. NAME AS IT WILL APPEAR ON CARD

JUANA GARNETT
Name as it will appear on Card* (21 character limit - including spaces)

TAX OFFICE
Second line to appear on Card (21 character limit - including spaces) e.g. Company Name/Other, etc.

4. ACCOUNT CONTACT INFORMATION

JLGARNETT@TARRANTCOUNTYTX.GOV
Business email address*

Business phone number*

Mobile phone number*

5. ACCOUNT MAILING ADDRESS

100 E. WEATHERFORD ST
Mailing Street Address*

Mailing Street Address Line 2 (if applicable)

FORT WORTH
City*

TX
State*

76196
Zip Code*

6. HOME ADDRESS

Home Street Address*

Home Street Address Line 2 (if applicable)

City*

State*

Zip Code*

ADMINISTRATOR SECTION* - * indicates a required field

7. ACCOUNT SPEND LIMITS/CONTROLS

$ 1
Spend Limit*

Cycle Transaction Limit

$
Single Amount Limit

$
Daily Amount Limit

Daily Transaction Limit

$
Cash Advance Limit

8. MERCHANT CATEGORY CODE GROUP SPEND LIMITS

MERCHANT CATEGORY CODE GROUP NAME*	Include (I)/ Exclude (E)*	CYCLE SPEND	CYCLE TRANS #	SINGLE AMOUNT	DAILY AMOUNT	DAILY TRANS #
TARRANTCO	E	$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	

9. ACCOUNT PARAMETERS - OPTIONAL

☐ Rush Delivery (fee may apply. No P.O. box)

☐ Executive Card

☐ Declining Balance

Card Delivery Code - Site ID

Accounting Code

Effective Begin Date (mm/dd/yyyy)

Effective End Date (mm/dd/yyyy)

10. HIERARCHY - **do not complete unless instructed during program set-up

Level 1 - if applicable*

Level 2**

Level 3**

Level 4**

Level 5**

Level 6**

11. ADMINISTRATOR CERTIFICATION - please read and sign

I am an authorized representative of the company and by submitting this application for a commercial card(s) for the applicant(s) listed above, I certify that:

- the information in the application and its supporting documents is accurate to the best of the company's knowledge, information and belief
- the identity of the applicant(s) has/have been verified and the applicant(s) is/are employee(s) or agent(s) of the company and is/are authorized to apply for and use the card(s) to incur expenses for the company, and
- the applicant(s) has/have consented to their information being provided for this application and a card(s) being issued in their name.

The company will maintain evidence of the applicant's consents and will give this evidence to JPMorgan Chase Bank, N.A., Chase Bank USA, N.A. or their affiliates upon request.

MELISSA LEE, C.P.M.,A.P.P.
Program Administrator / Approver Name Printed*

X
Program Administrator / Approver Signature* (ELECTRONIC ACCEPTABLE) Date*

Program Administrator (Authorized Signer) Submit Application to:
Email: CCS-Account-Services@chase.com

US_CC_0820

Memorandum

To: Melissa Lee, Purchasing Agent

From: Rick Barnes

Date: 08/06/2025

Re: Procurement Card Application

Please accept this request to authorize Breanna Gidley with (department) Tax Office to receive a procurement card for the purpose of testing transactions with our payment processor.

Elected/Appointed Official or Department Head

EMPLOYEE AGREEMENT

I, BREANNA M GIDLEY, hereby request a Procurement Card, hereafter the Card. As a holder, I agree to comply with the following terms and conditions regarding my use of the Card.

1. I understand that I am being entrusted with the Card and will be making financial commitments on behalf of the County.
2. I understand that the County is liable to Chase Bank for all charges made on the Card. I understand that I am liable for all charges not in compliance with this Agreement or with the Tarrant County Procurement Card Policy/Procedures Manual, hereafter the Manual, or any other Tarrant County Policy. I also understand that I could also be subject to disciplinary action and potential termination from his or her job.
3. I agree to use this Card for purchases in compliance with the manual and agree not to make purchases in violation of the policy set forth in the Manual. I understand that the County Auditor will audit the use of this Card and that appropriate actions will be taken to enforce this agreement and violations of the Manual.
4. Failure to follow Manual may result in the revocation of my use of the Card and other possible disciplinary actions.
5. I have received a copy of the Manual and understand the requirements of the Card's use.
6. I agree to return the Card immediately upon request or upon termination of my employment (including retirement).
7. If the Card is lost or stolen, I agree to notify the Purchasing Agent and Chase Bank immediately. If the Card is used in a manner not authorized by the manual, I agree to notify the Purchasing Agent immediately.
8. I understand that the burden of proof will be upon me to show that the items purchased were made in compliance with the policy as set forth in the Manual.
9. **Purchases made in violation of the policy and comply with Local Government code 262, subchapter B as set forth in the Manual will subject me to liability for the total dollar amount of such unauthorized purchases.**

Breanna M. Gidley Tax 7/18/2005

Employee Signature Department Date

8/13/25

Elected/Appointed Official or Department Head Date

J.P.Morgan

U.S. Commercial Card Application

COMPANY / ORGANIZATION INFORMATION

TARRANT COUNTY
Company / Organization Name*

Bank Number*

Company Number*

Agent Number* (card design code)

APPLICANT SECTION* - * indicates a required field

Account Holder Type*: ☒ Individual ☐ Department (if card issued to department please skip 1 and 6)

1. APPLICANT INFORMATION

BREANNA
Full First Name*

M
Middle Initial

GIDLEY
Last Name*

Date of Birth* (mm/dd/yyyy)

Employee ID

2. ACCOUNT SECURITY

(Access Code 1 and Access Code 2 cannot be the same)

Access Code 1* (any 4 digit number)

Access Code 2* (any 4 alpha/numeric characters)

3. NAME AS IT WILL APPEAR ON CARD

BREANNA MARIE GIDLEY
Name as it will appear on Card* (21 character limit - including spaces)

TAX OFFICE
Second line to appear on Card (21 character limit - including spaces) e.g. Company Name/Other, etc.

4. ACCOUNT CONTACT INFORMATION

BMGIDLEY@TARRANTCOUNTYTX.GOV
Business email address*

Business phone number*

Mobile phone number*

5. ACCOUNT MAILING ADDRESS

100 E WEATHERFORD ST
Mailing Street Address*

Mailing Street Address Line 2 (if applicable)

FORT WORTH
City*

TX
State*

76196
Zip Code*

6. HOME ADDRESS

Home Street Address*

Home Street Address Line 2 (if applicable)

City*

State*

Zip Code*

ADMINISTRATOR SECTION* - * indicates a required field

7. ACCOUNT SPEND LIMITS/CONTROLS

$ 1
Spend Limit*

Cycle Transaction Limit

$
Single Amount Limit

$
Daily Amount Limit

Daily Transaction Limit

$
Cash Advance Limit

8. MERCHANT CATEGORY CODE GROUP SPEND LIMITS

MERCHANT CATEGORY CODE GROUP NAME*	Include (I)/ Exclude (E)*	CYCLE SPEND	CYCLE TRANS #	SINGLE AMOUNT	DAILY AMOUNT	DAILY TRANS #
TARRANTCO	E	$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	

9. ACCOUNT PARAMETERS - OPTIONAL

☐ Rush Delivery (fee may apply. No P.O. box)

☐ Executive Card

☐ Declining Balance

Card Delivery Code - Site ID

Accounting Code

Effective Begin Date (mm/dd/yyyy)

Effective End Date (mm/dd/yyyy)

10. HIERARCHY - **do not complete unless instructed during program set-up

Level 1 - if applicable*

Level 2**

Level 3**

Level 4**

Level 5**

Level 6**

11. ADMINISTRATOR CERTIFICATION - please read and sign

I am an authorized representative of the company and by submitting this application for a commercial card(s) for the applicant(s) listed above, I certify that:

- the information in the application and its supporting documents is accurate to the best of the company's knowledge, information and belief
- the identity of the applicant(s) has/have been verified and the applicant(s) is/are employee(s) or agent(s) of the company and is/are authorized to apply for and use the card(s) to incur expenses for the company, and
- the applicant(s) has/have consented to their information being provided for this application and a card(s) being issued in their name.

The company will maintain evidence of the applicant's consents and will give this evidence to JPMorgan Chase

MELISSA LEE, C.P.M.,A.P.P.
Program Administrator / Approver Name Printed*

X
Program Administrator / Approver Signature* (ELECTRONIC ACCEPTABLE) Date*

Program Administrator (Authorized Signer) Submit Application to:
Email: CCS-Account-Services@chase.com

US_CC_0820

Memorandum

To: Melissa Lee, Purchasing Agent

From: Rick Barnes

Date: 08/06/2025

Re: Procurement Card Application

Please accept this request to authorize Jessica Montoya with (department) Tax Office to receive a procurement card for the purpose of testing transactions with our payment processor.

Elected/Appointed Official or Department Head

EMPLOYEE AGREEMENT

I, JESSICA MONTOYA, hereby request a Procurement Card, hereafter the Card. As a holder, I agree to comply with the following terms and conditions regarding my use of the Card.

1. I understand that I am being entrusted with the Card and will be making financial commitments on behalf of the County.
2. I understand that the County is liable to Chase Bank for all charges made on the Card. I understand that I am liable for all charges not in compliance with this Agreement or with the Tarrant County Procurement Card Policy/Procedures Manual, hereafter the Manual, or any other Tarrant County Policy. I also understand that I could also be subject to disciplinary action and potential termination from his or her job.
3. I agree to use this Card for purchases in compliance with the manual and agree not to make purchases in violation of the policy set forth in the Manual. I understand that the County Auditor will audit the use of this Card and that appropriate actions will be taken to enforce this agreement and violations of the Manual.
4. Failure to follow Manual may result in the revocation of my use of the Card and other possible disciplinary actions.
5. I have received a copy of the Manual and understand the requirements of the Card's use.
6. I agree to return the Card immediately upon request or upon termination of my employment (including retirement).
7. If the Card is lost or stolen, I agree to notify the Purchasing Agent and Chase Bank immediately. If the Card is used in a manner not authorized by the manual, I agree to notify the Purchasing Agent immediately.
8. I understand that the burden of proof will be upon me to show that the items purchased were made in compliance with the policy as set forth in the Manual.
9. **Purchases made in violation of the policy and comply with Local Government code 262, subchapter B as set forth in the Manual will subject me to liability for the total dollar amount of such unauthorized purchases.**

Jessica Montoya Tax Office 7/18/25

Employee Signature Department Date

3/13/25

Elected/Appointed Official or Department Head Date

J.P.Morgan

U.S. Commercial Card Application

COMPANY / ORGANIZATION INFORMATION

TARRANT COUNTY
Company / Organization Name*

Bank Number*

Company Number*

Agent Number* (card design code)

APPLICANT SECTION* - * indicates a required field

Account Holder Type*: ☒ Individual ☐ Department (if card issued to department please skip 1 and 6)

1. APPLICANT INFORMATION

JESSICA
Full First Name*

M
Middle Initial

MONTOYA
Last Name*

Date of Birth* (mm/dd/yyyy)

Employee ID

2. ACCOUNT SECURITY

(Access Code 1 and Access Code 2 cannot be the same)

Access Code 1* (any 4 digit number)

Access Code 2* (any 4 alpha/numeric characters)

3. NAME AS IT WILL APPEAR ON CARD

JESSICA M MONTOYA
Name as it will appear on Card* (21 character limit - including spaces)

TAX OFFICE
Second line to appear on Card (21 character limit - including spaces) e.g. Company Name/Other, etc.

4. ACCOUNT CONTACT INFORMATION

JMMONTOYA@TARRANTCOUNTYTX.GOV
Business email address*

Business phone number*

Mobile phone number*

5. ACCOUNT MAILING ADDRESS

100 E WEATHERFORD ST
Mailing Street Address*

Mailing Street Address Line 2 (if applicable)

FORT WORTH
City*

TX
State*

76196
Zip Code*

6. HOME ADDRESS

Home Street Address*

Home Street Address Line 2 (if applicable)

City*

State*

Zip Code*

ADMINISTRATOR SECTION* - * indicates a required field

7. ACCOUNT SPEND LIMITS/CONTROLS

$ 1
Spend Limit*

Cycle Transaction Limit

$
Single Amount Limit

$
Daily Amount Limit

Daily Transaction Limit

$
Cash Advance Limit

8. MERCHANT CATEGORY CODE GROUP SPEND LIMITS

MERCHANT CATEGORY CODE GROUP NAME*	Include (I)/ Exclude (E)*	CYCLE SPEND	CYCLE TRANS #	SINGLE AMOUNT	DAILY AMOUNT	DAILY TRANS #
TARRANTCO	E	$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	

9. ACCOUNT PARAMETERS - OPTIONAL

☐ Rush Delivery (fee may apply. No P.O. box)

☐ Executive Card

☐ Declining Balance

Card Delivery Code - Site ID

Accounting Code

Effective Begin Date (mm/dd/yyyy)

Effective End Date (mm/dd/yyyy)

10. HIERARCHY - **do not complete unless instructed during program set-up

Level 1 - if applicable*

Level 2**

Level 3**

Level 4**

Level 5**

Level 6**

11. ADMINISTRATOR CERTIFICATION - please read and sign

I am an authorized representative of the company and by submitting this application for a commercial card(s) for the applicant(s) listed above, I certify that:

- the information in the application and its supporting documents is accurate to the best of the company's knowledge, information and belief
- the identity of the applicant(s) has/have been verified and the applicant(s) is/are employee(s) or agent(s) of the company and is/are authorized to apply for and use the card(s) to incur expenses for the company, and
- the applicant(s) has/have consented to their information being provided for this application and a card(s) being issued in their name.

The company will maintain evidence of the applicant's consents and will give this evidence to JPMorgan Chase Bank, N.A., Chase Bank USA, N.A. or their affiliates upon request.

MELISSA LEE, C.P.M.,A.P.P.
Program Administrator / Approver Name Printed*

X
Program Administrator / Approver Signature* (ELECTRONIC ACCEPTABLE) Date*

Program Administrator (Authorized Signer) Submit Application to:
Email: CCS-Account-Services@chase.com

US_CC_0820

Memorandum

To: Melissa Lee, Purchasing Agent

From: Rick Barnes

Date: 08/06/2025

Re: Procurement Card Application

Please accept this request to authorize Camryn Robbins with (department) Tax Office to receive a procurement card for the purpose of testing transactions with our payment processor.

Elected/Appointed Official or Department Head

EMPLOYEE AGREEMENT

I, Camryn Robbins, hereby request a Procurement Card, hereafter the Card. As a holder, I agree to comply with the following terms and conditions regarding my use of the Card.

1. I understand that I am being entrusted with the Card and will be making financial commitments on behalf of the County.
2. I understand that the County is liable to Chase Bank for all charges made on the Card. I understand that I am liable for all charges not in compliance with this Agreement or with the Tarrant County Procurement Card Policy/Procedures Manual, hereafter the Manual, or any other Tarrant County Policy. I also understand that I could also be subject to disciplinary action and potential termination from his or her job.
3. I agree to use this Card for purchases in compliance with the manual and agree not to make purchases in violation of the policy set forth in the Manual. I understand that the County Auditor will audit the use of this Card and that appropriate actions will be taken to enforce this agreement and violations of the Manual.
4. Failure to follow Manual may result in the revocation of my use of the Card and other possible disciplinary actions.
5. I have received a copy of the Manual and understand the requirements of the Card's use.
6. I agree to return the Card immediately upon request or upon termination of my employment (including retirement).
7. If the Card is lost or stolen, I agree to notify the Purchasing Agent and Chase Bank immediately. If the Card is used in a manner not authorized by the manual, I agree to notify the Purchasing Agent immediately.
8. I understand that the burden of proof will be upon me to show that the items purchased were made in compliance with the policy as set forth in the Manual.
9. **Purchases made in violation of the policy and comply with Local Government code 262, subchapter B as set forth in the Manual will subject me to liability for the total dollar amount of such unauthorized purchases.**

Employee Signature	Department	Date
Elected/Appointed Official or Department Head		Date

J.P.Morgan

U.S. Commercial Card Application

COMPANY / ORGANIZATION INFORMATION

TARRANT COUNTY
Company / Organization Name*

Bank Number*

Company Number*

Agent Number* (card design code)

APPLICANT SECTION* - * indicates a required field

Account Holder Type*: ☒ Individual ☐ Department (if card issued to department please skip 1 and 6)

1. APPLICANT INFORMATION

Camryn
Full First Name*

A
Middle Initial

Robbins
Last Name*

Date of Birth* (mm/dd/yyyy)

Employee ID

2. ACCOUNT SECURITY

(Access Code 1 and Access Code 2 cannot be the same)

Access Code 1* (any 4 digit number)

Access Code 2* (any 4 alpha/numeric characters)

3. NAME AS IT WILL APPEAR ON CARD

Camryn A Robbins
Name as it will appear on Card* (21 character limit - including spaces)

Tax Office
Second line to appear on Card (21 character limit - including spaces) e.g. Company Name/Other, etc.

4. ACCOUNT CONTACT INFORMATION

carobbins@tarrantcountytx.gov
Business email address*

Business phone number*

Mobile phone number*

5. ACCOUNT MAILING ADDRESS

100 E. Weatherford St Ste 202
Mailing Street Address*

Mailing Street Address Line 2 (if applicable)

Fort Worth
City*

TX
State*

76196
Zip Code*

6. HOME ADDRESS

Home Street Address*

Home Street Address Line 2 (if applicable)

City*

State*

Zip Code*

ADMINISTRATOR SECTION* - * indicates a required field

7. ACCOUNT SPEND LIMITS/CONTROLS

$ 1
Spend Limit*

Cycle Transaction Limit

$
Single Amount Limit

$
Daily Amount Limit

Daily Transaction Limit

$
Cash Advance Limit

8. MERCHANT CATEGORY CODE GROUP SPEND LIMITS

MERCHANT CATEGORY CODE GROUP NAME*	Include (I)/ Exclude (E)*	CYCLE SPEND	CYCLE TRANS #	SINGLE AMOUNT	DAILY AMOUNT	DAILY TRANS #
TARRANTCO	E	$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	

9. ACCOUNT PARAMETERS - OPTIONAL

☐ Rush Delivery (fee may apply. No P.O. box)

☐ Executive Card

☐ Declining Balance

Card Delivery Code - Site ID

Accounting Code

Effective Begin Date (mm/dd/yyyy)

Effective End Date (mm/dd/yyyy)

10. HIERARCHY - **do not complete unless instructed during program set-up

Level 1 - if applicable*

Level 2**

Level 3**

Level 4**

Level 5**

Level 6**

11. ADMINISTRATOR CERTIFICATION - please read and sign

I am an authorized representative of the company and by submitting this application for a commercial card(s) for the applicant(s) listed above, I certify that:

- the information in the application and its supporting documents is accurate to the best of the company's knowledge, information and belief
- the identity of the applicant(s) has/have been verified and the applicant(s) is/are employee(s) or agent(s) of the company and is/are authorized to apply for and use the card(s) to incur expenses for the company, and
- the applicant(s) has/have consented to their information being provided for this application and a card(s) being issued in their name.

The company will maintain evidence of the applicant's consents and will give this evidence to JPMorgan Chase Bank, N.A., Chase Bank USA, N.A. or their affiliates upon request.

MELISSA LEE, C.P.M.,A.P.P.
Program Administrator / Approver Name Printed*

X
Program Administrator / Approver Signature* (ELECTRONIC ACCEPTABLE) Date*

Program Administrator (Authorized Signer) Submit Application to:
Email: CCS-Account-Services@chase.com

US_CC_0820

Memorandum

To: Melissa Lee, Purchasing Agent

From: Rick Barnes

Date: 08/06/2025

Re: Procurement Card Application

Please accept this request to authorize Elvira Simpson with (department) Tax Office to receive a procurement card for the purpose of testing transactions with our payment processor.

Elected/Appointed Official or Department Head

EMPLOYEE AGREEMENT

I, Elvira Simpson, hereby request a Procurement Card, hereafter the Card. As a holder, I agree to comply with the following terms and conditions regarding my use of the Card.

1. I understand that I am being entrusted with the Card and will be making financial commitments on behalf of the County.
2. I understand that the County is liable to Chase Bank for all charges made on the Card. I understand that I am liable for all charges not in compliance with this Agreement or with the Tarrant County Procurement Card Policy/Procedures Manual, hereafter the Manual, or any other Tarrant County Policy. I also understand that I could also be subject to disciplinary action and potential termination from his or her job.
3. I agree to use this Card for purchases in compliance with the manual and agree not to make purchases in violation of the policy set forth in the Manual. I understand that the County Auditor will audit the use of this Card and that appropriate actions will be taken to enforce this agreement and violations of the Manual.
4. Failure to follow Manual may result in the revocation of my use of the Card and other possible disciplinary actions.
5. I have received a copy of the Manual and understand the requirements of the Card's use.
6. I agree to return the Card immediately upon request or upon termination of my employment (including retirement).
7. If the Card is lost or stolen, I agree to notify the Purchasing Agent and Chase Bank immediately. If the Card is used in a manner not authorized by the manual, I agree to notify the Purchasing Agent immediately.
8. I understand that the burden of proof will be upon me to show that the items purchased were made in compliance with the policy as set forth in the Manual.
9. **Purchases made in violation of the policy and comply with Local Government code 262, subchapter B as set forth in the Manual will subject me to liability for the total dollar amount of such unauthorized purchases.**

	TAX-MV	7-18-25
Employee Signature	Department	Date
		8/13/25
Elected/Appointed Official or Department Head		Date

J.P.Morgan

U.S. Commercial Card Application

COMPANY / ORGANIZATION INFORMATION

TARRANT COUNTY
Company / Organization Name*

Bank Number*

Company Number*

Agent Number* (card design code)

APPLICANT SECTION* - * indicates a required field

Account Holder Type*: ☒ Individual ☐ Department (if card issued to department please skip 1 and 6)

1. APPLICANT INFORMATION

Elvira
Full First Name*

M
Middle Initial

Simpson
Last Name*

Date of Birth* (mm/dd/yyyy)

Employee ID

2. ACCOUNT SECURITY

(Access Code 1 and Access Code 2 cannot be the same)

Access Code 1* (any 4 digit number)

Access Code 2* (any 4 alpha/numeric characters)

3. NAME AS IT WILL APPEAR ON CARD

Elvira Simpson
Name as it will appear on Card* (21 character limit - including spaces)

Tax Office
Second line to appear on Card (21 character limit - including spaces) e.g. Company Name/Other, etc.

4. ACCOUNT CONTACT INFORMATION

emsimpson@tarrantcountytx.gov
Business email address*

Business phone number*

Mobile phone number*

5. ACCOUNT MAILING ADDRESS

100 E. Weatherford St Ste. 202
Mailing Street Address*

Mailing Street Address Line 2 (if applicable)

Fort Worth
City*

Tx
State*

79196
Zip Code*

6. HOME ADDRESS

Home Street Address*

Home Street Address Line 2 (if applicable)

City*

State*

Zip Code*

ADMINISTRATOR SECTION* - * indicates a required field

7. ACCOUNT SPEND LIMITS/CONTROLS

$ 1
Spend Limit*

Cycle Transaction Limit

$
Single Amount Limit

$
Daily Amount Limit

Daily Transaction Limit

$
Cash Advance Limit

8. MERCHANT CATEGORY CODE GROUP SPEND LIMITS

MERCHANT CATEGORY CODE GROUP NAME*	Include (I)/ Exclude (E)*	CYCLE SPEND	CYCLE TRANS #	SINGLE AMOUNT	DAILY AMOUNT	DAILY TRANS #
TARRANTCO	E	$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	

9. ACCOUNT PARAMETERS - OPTIONAL

☐ Rush Delivery (fee may apply. No P.O. box)

☐ Executive Card

☐ Declining Balance

Card Delivery Code - Site ID

Accounting Code

Effective Begin Date (mm/dd/yyyy)

Effective End Date (mm/dd/yyyy)

10. HIERARCHY - **do not complete unless instructed during program set-up

Level 1 - if applicable*

Level 2**

Level 3**

Level 4**

Level 5**

Level 6**

11. ADMINISTRATOR CERTIFICATION - please read and sign

I am an authorized representative of the company and by submitting this application for a commercial card(s) for the applicant(s) listed above, I certify that:

- the information in the application and its supporting documents is accurate to the best of the company's knowledge, information and belief
- the identity of the applicant(s) has/have been verified and the applicant(s) is/are employee(s) or agent(s) of the company and is/are authorized to apply for and use the card(s) to incur expenses for the company, and
- the applicant(s) has/have consented to their information being provided for this application and a card(s) being issued in their name.

The company will maintain evidence of the applicant's consents and will give this evidence to JPMorgan Chase Bank, N.A., Chase Bank USA, N.A. or their affiliates upon request.

MELISSA LEE, C.P.M.,A.P.P.
Program Administrator / Approver Name Printed*

X
Program Administrator / Approver Signature* (ELECTRONIC ACCEPTABLE) Date*

Program Administrator (Authorized Signer) Submit Application to:
Email: CCS-Account-Services@chase.com

US_CC_0820

Memorandum

To: Melissa Lee, Purchasing Agent

From: Rick Barnes

Date: 08/06/2025

Re: Procurement Card Application

Please accept this request to authorize Meredith Tijerina with (department) Tax Office to receive a procurement card for the purpose of testing transactions with our payment processor.

Elected/Appointed Official or Department Head

EMPLOYEE AGREEMENT

I, MERIDETH TIJERINA, hereby request a Procurement Card, hereafter the Card. As a holder, I agree to comply with the following terms and conditions regarding my use of the Card.

1. I understand that I am being entrusted with the Card and will be making financial commitments on behalf of the County.
2. I understand that the County is liable to Chase Bank for all charges made on the Card. I understand that I am liable for all charges not in compliance with this Agreement or with the Tarrant County Procurement Card Policy/Procedures Manual, hereafter the Manual, or any other Tarrant County Policy. I also understand that I could also be subject to disciplinary action and potential termination from his or her job.
3. I agree to use this Card for purchases in compliance with the manual and agree not to make purchases in violation of the policy set forth in the Manual. I understand that the County Auditor will audit the use of this Card and that appropriate actions will be taken to enforce this agreement and violations of the Manual.
4. Failure to follow Manual may result in the revocation of my use of the Card and other possible disciplinary actions.
5. I have received a copy of the Manual and understand the requirements of the Card's use.
6. I agree to return the Card immediately upon request or upon termination of my employment (including retirement).
7. If the Card is lost or stolen, I agree to notify the Purchasing Agent and Chase Bank immediately. If the Card is used in a manner not authorized by the manual, I agree to notify the Purchasing Agent immediately.
8. I understand that the burden of proof will be upon me to show that the items purchased were made in compliance with the policy as set forth in the Manual.
9. **Purchases made in violation of the policy and comply with Local Government code 262, subchapter B as set forth in the Manual will subject me to liability for the total dollar amount of such unauthorized purchases.**

Merideth Tijerina Tax Office 7/29/25

Employee Signature Department Date

8/13/25

Elected/Appointed Official or Department Head Date

J.P.Morgan

U.S. Commercial Card Application

COMPANY / ORGANIZATION INFORMATION

TARRANT COUNTY
Company / Organization Name*

Bank Number*

Company Number*

Agent Number* (card design code)

APPLICANT SECTION* - * indicates a required field

Account Holder Type*: ☒ **Individual** ☐ **Department** (if card issued to department please skip 1 and 6)

1. APPLICANT INFORMATION

MERIDETH
Full First Name*

Middle Initial

TIJERINA
Last Name*

Date of Birth* (mm/dd/yyyy)

Employee ID

2. ACCOUNT SECURITY

(Access Code 1 and Access Code 2 cannot be the same)

Access Code 1* (any 4 digit number)

Access Code 2* (any 4 alpha/numeric characters)

3. NAME AS IT WILL APPEAR ON CARD

MERIDETH TIJERINA
Name as it will appear on Card* (21 character limit - including spaces)

TAX OFFICE
Second line to appear on Card (21 character limit - including spaces) e.g. Company Name/Other, etc.

4. ACCOUNT CONTACT INFORMATION

MTIJERINA@TARRANTCOUNTYTX.GOV
Business email address*

Business phone number*

Mobile phone number*

5. ACCOUNT MAILING ADDRESS

100 E WEATHERFORD ST
Mailing Street Address*

Mailing Street Address Line 2 (if applicable)

FORT WORTH
City*

TX
State*

76196
Zip Code*

6. HOME ADDRESS

Home Street Address*

Home Street Address Line 2 (if applicable)

City*

State*

Zip Code*

ADMINISTRATOR SECTION* - * indicates a required field

7. ACCOUNT SPEND LIMITS/CONTROLS

$ 1
Spend Limit*

Cycle Transaction Limit

$
Single Amount Limit

$
Daily Amount Limit

Daily Transaction Limit

$
Cash Advance Limit

8. MERCHANT CATEGORY CODE GROUP SPEND LIMITS

MERCHANT CATEGORY CODE GROUP NAME*	Include (I)/ Exclude (E)*	CYCLE SPEND	CYCLE TRANS #	SINGLE AMOUNT	DAILY AMOUNT	DAILY TRANS #
TARRANTCO	E	$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	
		$		$	$	

9. ACCOUNT PARAMETERS - OPTIONAL

☐ Rush Delivery (fee may apply. No P.O. box)

☐ Executive Card

☐ Declining Balance

Card Delivery Code - Site ID

Accounting Code

Effective Begin Date (mm/dd/yyyy)

Effective End Date (mm/dd/yyyy)

10. HIERARCHY - **do not complete unless instructed during program set-up

Level 1 - if applicable*

Level 2**

Level 3**

Level 4**

Level 5**

Level 6**

11. ADMINISTRATOR CERTIFICATION - please read and sign

I am an authorized representative of the company and by submitting this application for a commercial card(s) for the applicant(s) listed above, I certify that:

- the information in the application and its supporting documents is accurate to the best of the company's knowledge, information and belief
- the identity of the applicant(s) has/have been verified and the applicant(s) is/are employee(s) or agent(s) of the company and is/are authorized to apply for and use the card(s) to incur expenses for the company, and
- the applicant(s) has/have consented to their information being provided for this application and a card(s) being issued in their name.

The company will maintain evidence of the applicant's consents and will give this evidence to JPMorgan Chase Bank, N.A., Chase Bank USA, N.A. or their affiliates upon request.

MELISSA LEE, C.P.M.,A.P.P.
Program Administrator / Approver Name Printed*

X
Program Administrator / Approver Signature* (ELECTRONIC ACCEPTABLE) Date*

Program Administrator (Authorized Signer) Submit Application to:
Email: CCS-Account-Services@chase.com

US_CC_0820

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Authorization to Submit Procurement Card Account Application Forms to JPMorgan Chase Bank for Tarrant County Procurement Cards - Tax Office

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

   Yes_____ No __√__

2. Does the county action limit or restrict a real property right, even partially or temporarily?

   Yes_____ No __√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

****

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 5
Department: Purchasing	**Prepared By:** Kehinde Olugbile	**Approved By:** Christopher Lax, CPSM, CPSD, CPCP

SUBJECT:

Approval of Exemption from Competitive Bidding Requirements - Purchase of Drug Standards and Controls, Instrument Parts, Non-Routine Laboratory Testing, and Consumables - Medical Examiner's Office - Various Vendors

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve an exemption from Competitive Bidding Requirements for the Purchase of Drug Standards and Controls, Instrument Parts, Non-Routine Laboratory Testing, and Consumables, for the Medical Examiner's Office. The vendors that provide these supplies are as follows:

AB Sciex, LLC	Reagents, Controls, Instrument Parts
Abacus Diagnostics	DNA Kits and Consumables
Agilent	Instrument Parts, Consumables, and Service Agreement
Aldinger Co.	Calibration Services
Alere San Diego, Inc. d/b/a Immunalysis Corp.	Reagents, Controls, Instrument Parts
Ambry Genetics Corporation	Non-Routine Laboratory Testing
Axis Forensic Toxicology, Inc.	Non-Routine Laboratory Testing
Beta Analytic, Inc.	Non-Routine Laboratory Testing
Cayman Chemical Company, Inc.	Pure Drug Standards
Cerilliant Corporation	Pure Drug Standards
Collaborative Testing Services, Inc.	Proficiency Samples
College of American Pathologists	Proficiency Samples
Dickson/Unigage, Inc.	Calibration Services, Parts, Supplies
Eppendorf North America, Inc.	Reagents, Chemicals, Instrument Parts
Fisher Healthcare	Reagents, Chemicals, Controls, Instrument Parts
Forensic Science Consultants	Proficiency Samples
JEE Cardiovascular Registry	Non-Routine Laboratory Testing
Life Technologies Corporation	DNA Kits and Consumables
Lipomed, Inc.	Pure Drug Standards
National Institute of Standards and Technology	Standard Reference Materials
National Medical Services, Inc.	Non-Routine Laboratory Testing
NicheVision	Service Agreements

Nova Biomedical	Consumables and Controls
Perkin Elmer Health Sciences, Inc.	Instrument Parts, Software Maintenance, Non-Routine Laboratory Testing
Phenomenex	Analytical Columns
Qiagen	DNA Kits, Consumables, Instrument Parts
Quest Diagnostics Clinical Laboratories, Inc.	Non-Routine Laboratory Testing
Restek Corporation	Analytical Columns
Serological Research Institute	Reagents, Chemicals, Controls, Stains, PM
Shimadzu Scientific Instruments, Inc.	Instrument Parts, PM
Southwestern Institute of Forensic Sciences (SWIFS)	Non-Routine Laboratory Testing
Steraloids, Inc.	Pure Drug Standards
TESCAN USA, Inc.	Instrument Parts, Consumables, PM
Tissue Techniques Pathology Labs LLC	Non-Routine Laboratory Testing
Toronto Research	Consumables and Controls
UCT, LLC	Extraction Columns, Reagents
University of Georgia	Non-Routine Laboratory Testing
USA Scientific, Inc.	Benchtop Containers
UT Southwestern Medical Center	Non-Routine Laboratory Testing
UTAK Laboratories, Inc.	Controls, Blank Plasma and Urine

BACKGROUND

Under the County Purchasing Act, exemptions to the competitive bidding requirements are allowed for ce1iain types of purchases. State bidding statute, Local Government Code Section 262.024(a)(2) deals with those exemptions allowable when approved by the Commissioners Court.

The Medical Examiner's Office provided a letter of explanation outlining the special needs and sensitive nature of their work in forensic services, thus requiring consistent drug standards and controls. The accreditation manual to which the laboratories must adhere dictates a very detailed and complex methodology, requiring standards and controls to come from the same source to ensure accuracy.

The exemption is effective from October 1, 2025 through September 30, 2026.

Therefore, it is the joint recommendation of the Medical Examiner's Office and Purchasing that the Commissioners Court approve an exemption from Competitive Bidding Requirements for Purchase of Drug Standards and Controls, Instrument Parts, Non-Routine Laboratory Testing, and Consumables to ensure accuracy in forensic results.

FISCAL IMPACT

Expenses for the last twelve (12) months were $2,580,000. Funding is available in account 10000-2026 General Fund/2310100000 Medical Examiner/521061 Lab Supplies.

Attachments

EXEMPT BACKUP.pdf

MEDICAL EXAMINER'S OFFICE
AND FORENSIC LABORATORIES

September 3, 2025

To: Tarrant County Purchasing Department

The Tarrant County Medical Examiner's Office is requesting the annual renewal of the vendor exemption list from the bid process due to the special needs and sensitive nature of our work in forensic services.

AB Sciex, LLC	Reagents, Controls, Instruments Parts
Abacus Diagnostics	DNA Kits and Consumables
Agilent	Instrument Parts, Consumables and Service Agreement
Aldinger Co.	Calibration Services
Alere San Diego, Inc., d/b/a Immunalysis Corp	Reagents, Controls, Instruments Parts
Ambry Genetics Corporation	Non-Routine Laboratory Testing
Axis Forensic Toxicology, Inc.	Non-Routine Laboratory Testing
Beta Analytic, Inc.	Non-Routine Laboratory Testing
Cayman Chemical Company, Inc.	Pure Drug Standards
Ceriliant Coporation	Pure Drug Standards
Collaborative Testing Services, Inc.	Proficiency Samples
College of American Pathologists	Proficiency Samples
Dickson/Unigage, Inc.	Calibration Services, Parts, Supplies
Eppendorf North America, Inc.	Reagents, Consumables, Instruments, Parts
Fisher Healthcare	Reagents, Chemicals, Controls, Instruments Parts
Forensic Sicence Consultants	Proficiency Samples
Jee Caridovasular Registry	Non-Routine Laboratory Testing
Life Technologies Corporation	DNA Kits and Consumables
Lipomed, Inc.	Pure Drug Standards
National Insitute of Standards and Technology	Standard Reference Materials
National Medical Serivces Inc.	Non-Routine Laboratory Testing
NicheVision	Service Agreements
Nova Biomedical	Consumables and Controls
Perkin Elmer Health Sciences, Inc.	Instrument Parts, Software Maintenance, Non-Routine Laboratory Testing
Phenomenex	Analytical Columns
Qiagen	DNA Kits, Consumables, Instrument Parts
Quest Diagnostics Clinical Laboratories, Inc.	Non-Routine Laboratory Testing
Restek Corporation	Analytical Columns
Serological Research Institute	Reagents, Chemicals, Controls, Stains, PM
Shimadzu Scientific Instruments, Inc.	Instrument Parts, PM
Southwestern Institute of Forensic Sciences (SWIFS)	Non-Routine Laboratory Testing

200 Feliks Gwozdz Place ● Fort Worth, Texas 76104
817.920.5700 phone ● 817.920.5713 fax

MEDICAL EXAMINER'S OFFICE
AND FORENSIC LABORATORIES

Sterloids, Inc.	Pure Drug Standards
TESCAN USA, Inc.	Instrument Parts, Consumables, PM
Tissue Techniques Pathology Labs LLC	Non-Routine Laboratory Testing
Torronto Research	Consumables and Controls
UCT, LLC	Extraction Columns, Reagents
University of Georgia	Non-Routine Laboratory Testing
USA Scientific, Inc.	Benchtop Containers
UT Southwestern Medical Center	Non-Routine Laboratory Testing
UTAK Laboratories, Inc.	Controls, Blank Plasma and Urine

The Forensic Laboratory Services division for the Tarrant County Medical Examiner's Office is accredited by ANSI National Accreditation Board (ANAB) in Forensic Testing to the requirements of ISO/IEC 17025:2017 and ANAB 3125, as well as by Texas Forensic Science Commission. Part of this accreditation process requires us to have very detailed procedures that describes the methods we use, and the materials that are to be used in those methods. Required details include:

- The source of each reagent, internal standard and control used in the process.
- SDS sheets, validation of purity, concentration all which must be traced to a NIST (government) standard. All must be traceable.
- The amounts of reagents used in the preparation of various stock solutions and working solutions.
- This information must be stated in the method and logs are kept documenting time and use.

Our procedures are very detailed and complex, and any deviation from previously validated materials must be revalidated. The validation process is long and time-consuming with multiple layers approval and accreditation assessor review. For these reasons, these materials must be ordered exactly as specified.

Kelly L. Clark

Kelly L. Clark
Business & Technical Operations Manager

200 Feliks Gwozdz Place ● Fort Worth, Texas 76104
817.920.5700 phone ● 817.920.5713 fax

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name Approval of Exemption from Competitive Bidding Requirements - Purchase of Drug Standards and Controls, Instrument Parts, Non-Routine Laboratory Testing, and Consumables - Medical Examiner's Office - Various Vendors

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

   Yes_____ No __√__

2. Does the county action limit or restrict a real property right, even partially or temporarily?

   Yes_____ No __√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

****

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 7
Department: Sheriff	**Prepared By:** Maria Gonzalez, Administrative Assistant to Chief Deputy	**Approved By:** Emily Pedigo

SUBJECT:

Consideration of a Renewal Agreement Between Tarrant County, d/b/a Tarrant County Sheriff's Office and Yvette Christy, Lived Experience Expert Consultant, for the Provision of Consultation Services Through the Enhanced Collaborative Model Task Force to Combat Human Trafficking Grant Program

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve an Agreement between Tarrant County, d/b/a Tarrant County Sheriff's Office (TCSO) and Yvette Christy, Lived Experience Expert Consultant, for the provision of consultation services through the Enhanced Collaborative Model (ECM) Task Force to Combat Human Trafficking Grant Program.

BACKGROUND

The ECM Task Force to Combat Human Trafficking Grant Program is a grant award program funded by the U.S. Department of Justice (DOJ) Office of Victims of Crime. The purpose of this program is to develop, expand, or strengthen a multidisciplinary approach to better respond to human trafficking.

This collaborative approach includes victim and social service providers, law enforcement, prosecution personnel, individuals with lived experience, and a range of other governmental and nongovernmental partners that work together to provide access to a diverse set of services for trafficking victims and to seek justice on their behalf.

On October 15, 2025, the Commissioners Court, through Court Order #144122, approved an Agreement with Yvette Christy for the provision of consultation services in the amount of $81.25 per hour, not to exceed $3,500.00. The term of this agreement is October 1, 2025 through September 30, 2025.

With approval of this renewal, TCSO will continue to receive consultation services from Yvette Christy at a rate of $81.25 per hour, not to exceed $3,500.00, for the term of October 1, 2025 through September 30, 2026. These services will allow the Tarrant County Human Trafficking Task Force to seek consultation services and advice from a lived experience consultant to fulfill the purpose of the ECM Task Force to Combat Human Trafficking grant.

The District Attorney's Office has reviewed the agreement as to form.

FISCAL IMPACT

Services will be billed at $81.25 per hour and shall not exceed $3,500.00. Funding is available in account L0019-2024.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $3,500.00

County Auditor

Attachments

LEE CONSULTANT-CHRISTY.pdf

AGREEMENT FOR LIVED EXPERIENCE EXPERT CONSULTATION

TARRANT COUNTY AND YEVETTE CHRISTY

STATE OF TEXAS

COUNTY OF TARRANT

This agreement for the professional services of an individual to participate in and provide advice to the Tarrant County Human Trafficking Task Force (herein after called "TCHTTF"). This agreement between Tarrant County (hereinafter called "County") and Yevette Christy- Lived Experience Expert (hereinafter called the "Consultant"), for the professional services of the Consultant.

WITNESSETH:

WHEREAS, the Enhanced Collaborative Model Task Force to Combat Human Trafficking is a grant program funded under an award by the United States Department of Justice, hereinafter called "DOJ" through their Office of Victims of Crime, hereinafter called "OVC"; and

WHEREAS, County and the Consultant desire to enter into an agreement regarding the Tarrant County Human Trafficking Task Force; and

WHEREAS, the County, for its Sheriff's Office, has applied for and received from the DOJ a grant to target human trafficking in Tarrant County, in the State of Texas, the grant period runs from October 1, 2023 through September 30, 2026; and

WHEREAS, the grant is titled Enhanced Collaborative Model Task Force to Combat Human Trafficking Grant (Grant Number 15POVC-23-GK-02747-HT), hereinafter called "Project", and

WHEREAS, the Tarrant County Sheriff's Office has asked the Consultant to provide services in fulfilling the purpose of the grant.

NOW THEREFORE, this Agreement is hereby made and entered into by County and the Consultant for the mutual consideration stated herein:

I. Agreement

1. The Consultant agrees to participate in and provide advice on select materials, trainings, meetings and outreach for the TCHTTF, utilizing expertise on trafficking and intersecting issues, in achieving its goals with the Enhanced Collaborative Model Task Force to Combat Human Trafficking Project.

2. The County agrees to the following payment terms and conditions: Compensation will be $81.25 (Eighty-one dollars and twenty-five cents) per hour, but not to exceed $650 a day,

in the form of a check or ACH payment issued by the County and will be payable to Consultant. Invoices of services rendered should be provided by the Consultant every month. Services rendered should not exceed $3500.00 (three thousand five hundred dollars). Should services exceed the allotted funding threshold, the Consultant must get approval from the County prior to rendering services.

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

4. The Consultant should submit an invoice and associated supporting documentation no later than 30 days following the services rendered to:

   Andrea Benson
   Tarrant County Sheriff's Office
   adbenson@tarrantcountytx.gov

5. **Texas Government Code Chapter 552 ("Texas Public Information Act" or "TPIA"):** The Tarrant County advises the Consultant that Tarrant County (the "County") is a governmental body under Chapter 552 of the Texas Government Code and that certain information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Texas Public Information Act ("TPIA") request. Consultant's trade secrets, certain financial information, and proprietary information may be subject to an exception to disclosure under Chapter 552 of the Texas Government Code, Subchapter C. If a TPIA request is made on the County to disclose Consultant information that may be subject to an exception from disclosure, County will (i) promptly notify Consultant of such request for disclosure, and (ii) decline to release such information and file a written request with the Texas Attorney General's office seeking a determination as to whether such information may be withheld.

6. **Form 1295 Certificate of Interested Parties:** Consultant acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the Form 1295 electronically filed with the Texas Ethics Commission, https://url.avanan.click/v2/___https://www.ethics.state.tx.us/filinginfo/1295/___.YXAzOmFlcXVpdGFzcmVzb3VyY2U6YTpvOmY2YzRhNDY2ZGJmYmU0NDhiNzk3Zjc3ZjZlNzE5YWQwOjY6ZDZkYjpjOGY1ZTllMWFlZjQ3ODViM2FhYmE4Mzg0OGEwNjI2MDNhYzViYjQ0MTQ3MjFlMjU1ZmNlNDFjYTE2YTBhOTU4OnQ6Rg as required by law, and that the attached signed copy attached a full and true copy of said filed form.

7. The term of this Agreement shall be from October 1, 2025 through September 30, 2026. This

Agreement may be extended by mutual agreement of the parties hereto, or terminated by either party upon thirty (30) days prior written notice thereof to the other of its intention to terminate upon the date specified in such notice.

8. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this agreement, which is not contained herein, shall be valid or binding.

EXECUTED this _____ day of _____, 2025, by the County, by and through its duly authorized officials, and by the Consultant.

Recommended by:

Bill Waybourn
Tarrant County Sheriff

Tarrant County

County Judge

By: _____

Approved as to form:

Criminal District Attorney's Office

By: _____ August 2, 2025

Consultant

_____ Date: _____
Yevette Christy

Certification of Funds Available
for the Amount of $_____

_____

KIMBERLY M. BUCHANAN, CPA
COUNTY AUDITOR

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 7
Department: Sheriff	**Prepared By:** Maria Gonzalez, Administrative Assistant to Chief Deputy	**Approved By:** Emily Pedigo

SUBJECT:

Consideration of a Renewal Agreement Between Tarrant County, d/b/a Tarrant County Sheriff's Office and Ingrid Desiree Guerrero Rodriguez, Lived Experience Expert Consultant, for the Provision of Consultation Services Through the Enhanced Collaborative Model Task Force to Combat Human Trafficking Grant Program

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

BACKGROUND

FISCAL IMPACT

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____
County Auditor

Attachments

LEE CONSULTANT-GUERRERO-RODRIGUEZ.pdf

AGREEMENT FOR LIVED EXPERIENCE EXPERT CONSULTATION

TARRANT COUNTY AND INGRID DESIREE GUERRERO RODRIGUEZ

STATE OF TEXAS

COUNTY OF TARRANT

This agreement for the professional services of an individual to participate in and provide advice to the Tarrant County Human Trafficking Task Force (herein after called "TCHTTF"). This agreement between Tarrant County (hereinafter called "County") and Ingrid Desiree Guerrero Rodriguez-Lived Experience Expert (hereinafter called the "Consultant"), for the professional services of the Consultant.

WITNESSETH:

WHEREAS, the Enhanced Collaborative Model Task Force to Combat Human Trafficking is a grant program funded under an award by the United States Department of Justice, hereinafter called "DOJ" through their Office of Victims of Crime, hereinafter called "OVC"; and

WHEREAS, County and the Consultant desire to enter into an agreement regarding the Tarrant County Human Trafficking Task Force; and

WHEREAS, the County, for its Sheriff's Office, has applied for and received from the DOJ a grant to target human trafficking in Tarrant County, in the State of Texas, the grant period runs from October 1, 2023 through September 30, 2026; and

WHEREAS, the grant is titled Enhanced Collaborative Model Task Force to Combat Human Trafficking Grant (Grant Number 15POVC-23-GK-02747-HT), hereinafter called "Project", and

WHEREAS, the Tarrant County Sheriff's Office has asked the Consultant to provide professional services in fulfilling the purpose of the grant.

NOW THEREFORE, this Agreement is hereby made and entered into by County and the Consultant for the mutual consideration stated herein:

I. Agreement

1. The Consultant agrees to participate in and provide advice on select materials, trainings, meetings and outreach for the TCHTTF, utilizing expertise on trafficking and intersecting issues, in achieving its goals with the Enhanced Collaborative Model Task Force to Combat Human Trafficking Project.

2. The County agrees to the following payment terms and conditions: Compensation will be

$81.25 (Eighty-one dollars and twenty-five cents) per hour, but not to exceed $650 a day, in the form of a check or ACH payment issued by the County and will be payable to Consultant. Invoices of services rendered should be provided by the Consultant every month. Services rendered should not exceed $3500.00 (three thousand five hundred dollars). Should services exceed the allotted funding threshold, the Consultant must get approval from the County prior to rendering services.

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

4. The Consultant should submit an invoice and associated supporting documentation no later than 30 days following the services rendered to:

   Andrea Benson
   Tarrant County Sheriff's Office
   adbenson@tarrantcountytx.gov

5. **Texas Government Code Chapter 552 ("Texas Public Information Act" or "TPIA"):** The Tarrant County advises the Consultant that Tarrant County (the "County") is a governmental body under Chapter 552 of the Texas Government Code and that certain information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Texas Public Information Act ("TPIA") request. Consultant's trade secrets, certain financial information, and proprietary information may be subject to an exception to disclosure under Chapter 552 of the Texas Government Code, Subchapter C. If a TPIA request is made on the County to disclose Consultant information that may be subject to an exception from disclosure, County will (i) promptly notify Consultant of such request for disclosure, and (ii) decline to release such information and file a written request with the Texas Attorney General's office seeking a determination as to whether such information may be withheld.

6. **Form 1295 Certificate of Interested Parties:** Consultant acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the Form 1295 electronically filed with the Texas Ethics Commission, https://url.avanan.click/v2/___https://www.ethics.state.tx.us/filinginfo/1295/___.YXAzOmFlcXVpdGFzcmVzb3VyY2U6YTpvOmY2YzRhNDY2ZGJmYmU0NDhiNzk3Zjc3ZjZlNzE5YWQwOjY6ZDZkYjpjOGY1ZTllMWFlZjQ3ODViM2FhYmE4Mzg0OGEwNjI2MDNhYzViYjQ0MTQ3MjFlMjU1ZmNlNDFjYTE2YTBhOTU4OnQ6Rg
   as required by law, and that the attached signed copy attached a full and true copy of said filed form.

7. The term of this Agreement shall be from October 1, 2025 through September 30, 2026. This Agreement may be extended by mutual agreement of the parties hereto, or terminated by either party upon thirty (30) days prior written notice thereof to the other of its intention to terminate upon the date specified in such notice.

8. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this agreement, which is not contained herein, shall be valid or binding.

EXECUTED this _____ day of _____, 2025, by the County, by and through its duly authorized officials, and by the Consultant.

Recommended by:

Bill Waybourn
Tarrant County Sheriff

Tarrant County

County Judge

By: _____

Approved as to form:

Criminal District Attorney's Office

By: _____ august 7, 2025

Consultant

_____ Date: _____
Ingrid Desiree Guerrero Rodriguez

Certification of Funds Available
for the Amount of $_____

_____

KIMBERLY M. BUCHANAN, CPA
COUNTY AUDITOR

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Department: Tax Assessor-Collector **Prepared By:** Charlotte Sadler **Approved By:** Vanessa Perez

SUBJECT:

Consideration of WebDealer License Agreements for Initial Motor Vehicle Title & Registration Between Tarrant County, d/b/a Tarrant County Tax Assessor-Collector and the Dealerships owned by Sewell Automotive LLC, listed on the attached.

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider approval of the attached WebDealer license agreements between Tarrant County, d/b/a Tarrant County Tax Assessor-Collector, and the dealerships owned by Sewell Automotive LLC, as listed in the attachment, to process initial motor vehicle titles and registrations out of county through the WebDealer system.

BACKGROUND

The Texas Department of Motor Vehicles (TxDMV) provides the WebDealer program, which allows dealerships to submit title work and assign plate inventory electronically for titles and motor vehicle registrations.

Approval of these agreements will allow the Tarrant County Tax Assessor-Collector's Office to grant Sewell Automotive LLC dealerships access to the WebDealer system and sticker supplies for processing initial motor vehicle title and registration transactions.

These agreements are valid from the date of approval through January 31, 2029, unless amended or terminated earlier. Termination may occur at any time by either party upon 30 days' prior written notice, as stated in the agreement.

The District Attorney's Office has reviewed this contract as to form.

FISCAL IMPACT

Approval of these agreements is expected to result in an estimated 45,000 additional transactions processed in Tarrant County. Each transaction will generate $7.30 in revenue ($5.00 title fee and $2.30 process and handling fee), deposited to the General Fund pursuant to Transportation Code Section 520.006.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____
Auditor

Attachments

Audi McKinney.pdf
Audi North Houston.pdf
Audi Sugar Land.pdf
Jaguar Land Rover North Austin.pdf
Mercedes Benz of West Houston.pdf
MINI of Plano BMW of Plano.pdf
Sewell Buick GMC.pdf
Sewell Cadillac Dallas.pdf
Sewell Cadillac Houston.pdf
Sewell Cadillac San Antonio.pdf
Sewell INEOS Grenadier Plano.pdf
Sewell INEOS Grenadier.pdf
Sewell Infiniti Dallas.pdf
Sewell Infiniti N Houston.pdf
Sewell Lexus Dallas.pdf
Sewell Subaru.pdf
Sewell Contracts list.pdf

TARRANT COUNTY TAX OFFICE

Tax Assessor-Collector RICK BARNES
100 E Weatherford, Room 105 ● Fort Worth, Texas 76196-0301 ●
817-884-1100
taxoffice@tarrantcountytx.gov

IN GOD WE TRUST

August 06, 2025

Dear DFW Rings, LLC dba Audi McKinney

I want to take a minute to thank you and your company for the opportunity to do business with you and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

Below is your contract for use of inventory (registration stickers) issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

You will receive a separate email with instructions and additional forms to complete.

Sincerely,

Rick Barnes
Tarrant County Tax Assessor-Collector

Enclosed: Contract

MOTOR VEHICLE LICENSE AGREEMENT

DFW Rings, LLC dba Audi McKinney

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and DFW Rings, LLC dba Audi McKinney

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.

2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the 1ocation listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.

3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.

4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.

6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.

8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or $100,000, whichever is greater, but no more than $5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).

9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.

11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

13. This Agreement includes all bonds and deputations exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

DFW Rings, LLC dba Audi McKinney
6650 State Highway 121
McKinney TX 75070

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.

22. Dealer/Agency 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 B, with the Texas Ethics Commission as required by law.

23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

24. **Compliance with Laws**. In providing the services required by this Agreement, Dealer/Agency 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. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

TAX ASSESSOR-COLLECTOR

By: Rick Barnes
Rick Barnes (Aug 26, 2025 09:20:30 CDT)

Rick Barnes
Tarrant County

APPROVED AS TO FORM:

By: Katherine E. Owens
Katherine E. Owens (Aug 20, 2025 09:19:30 CDT)

Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

DFW Rings, LLC dba Audi McKinney

By:
Signature Annette Starr
Annette Starr (Aug 18, 2025 14:42:05 CDT)

Annette Starr
Printed Name

Controller
Title

*By law, the Criminal District Attorney's Office may only approve contracts 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 contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT “A”

3890 W NW Highway, Suite 500
Dallas TX, 75220

Signature: Annette Starr
Annette Starr (Aug 19, 2025 09:13:56 CDT)

Email: astarr@sewell.com

TARRANT COUNTY TAX OFFICE

Tax Assessor-Collector RICK BARNES
100 E Weatherford, Room 105 ● Fort Worth, Texas 76196-0301 ●
817-884-1100
taxoffice@tarrantcountytx.gov

IN GOD WE TRUST

August 06, 2025

Dear Sewell Rings, LLC dba Audi North Houston

I want to take a minute to thank you and your company for the opportunity to do business with you and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

Below is your contract for use of inventory (registration stickers) issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

You will receive a separate email with instructions and additional forms to complete.

Sincerely,

Rick Barnes
Tarrant County Tax Assessor-Collector

Enclosed: Contract

MOTOR VEHICLE LICENSE AGREEMENT

Sewell Rings, LLC dba Audi North Houston

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and Sewell Rings, LLC dba Audi North Houston

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.

2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the 1ocation listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.

3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.

4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.

6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.

8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or $100,000, whichever is greater, but no more than $5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).

9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.

11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

13. This Agreement includes all bonds and deputations exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

Sewell Rings, LLC dba Audi North Houston
17815 North Fwy
Houston TX 77090

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.

22. Dealer/Agency 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 B, with the Texas Ethics Commission as required by law.

23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

24. **Compliance with Laws**. In providing the services required by this Agreement, Dealer/Agency 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. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

TAX ASSESSOR-COLLECTOR

By: Rick Barnes
Rick Barnes (Aug 26, 2025 09:19:51 CDT)

Rick Barnes
Tarrant County

APPROVED AS TO FORM:

By: Katherine E. Owens
Katherine E. Owens (Aug 20, 2025 09:19:07 CDT)

Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

Sewell Rings, LLC dba Audi North Houston

By:
Signature Annette Starr
Annette Starr (Aug 18, 2025 14:43:10 CDT)

Annette Starr
Printed Name

Controller
Title

*By law, the Criminal District Attorney's Office may only approve contracts 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 contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT “A”

3890 W NW Highway, Suite 500
Dallas TX, 75220

Signature: Annette Starr
Annette Starr (Aug 19, 2025 09:14:55 CDT)

Email: astarr@sewell.com

TARRANT COUNTY TAX OFFICE

Tax Assessor-Collector RICK BARNES
100 E Weatherford, Room 105 ● Fort Worth, Texas 76196-0301 ●
817-884-1100
taxoffice@tarrantcountytx.gov

IN GOD WE TRUST

August 06, 2025

Dear Sewell Rings, LLC dba Audi Sugar Land

I want to take a minute to thank you and your company for the opportunity to do business with you and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

Below is your contract for use of inventory (registration stickers) issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

You will receive a separate email with instructions and additional forms to complete.

Sincerely,

Rick Barnes
Tarrant County Tax Assessor-Collector

Enclosed: Contract

MOTOR VEHICLE LICENSE AGREEMENT

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Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.

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Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

Sewell Rings, LLC dba Audi Sugar Land
10330 Highway 90A
Sugar Land TX 77478

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

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18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

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22. Dealer/Agency 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 B, with the Texas Ethics Commission as required by law.

23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

24. **Compliance with Laws**. In providing the services required by this Agreement, Dealer/Agency 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. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

TAX ASSESSOR-COLLECTOR

By: Rick Barnes (Aug 26, 2025 09:19:05 CDT)

Rick Barnes
Tarrant County

APPROVED AS TO FORM:

By: Katherine E. Owens (Aug 20, 2025 09:18:45 CDT)

Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

Sewell Rings, LLC dba Audi Sugar Land

By:
Signature Annette Starr (Aug 18, 2025 14:43:38 CDT)

Annette Starr
Printed Name

Controller
Title

*By law, the Criminal District Attorney's Office may only approve contracts 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 contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT “A”

3890 W NW Highway, Suite 500
Dallas TX, 75220

Signature: Annette Starr
Annette Starr (Aug 19, 2025 09:15:36 CDT)

Email: astarr@sewell.com

TARRANT COUNTY TAX OFFICE

Tax Assessor-Collector RICK BARNES
100 E Weatherford, Room 105 ● Fort Worth, Texas 76196-0301 ●
817-884-1100
taxoffice@tarrantcountytx.gov

IN GOD WE TRUST

August 06, 2025

Dear GEQ Operating Company LLC dba Jaguar Land Rover North Austin

I want to take a minute to thank you and your company for the opportunity to do business with you and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

Below is your contract for use of inventory (registration stickers) issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

You will receive a separate email with instructions and additional forms to complete.

Sincerely,

Rick Barnes
Tarrant County Tax Assessor-Collector

Enclosed: Contract

MOTOR VEHICLE LICENSE AGREEMENT

GEQ Operating Company LLC dba Jaguar Land Rover North Austin

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and GEQ Operating Company LLC dba Jaguar Land Rover North Austin

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

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13910 FM 620 N
Austin TX 78717

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18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.

22. Dealer/Agency 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 B, with the Texas Ethics Commission as required by law.

23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

24. **Compliance with Laws**. In providing the services required by this Agreement, Dealer/Agency 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. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

TAX ASSESSOR-COLLECTOR

By: Rick Barnes
Rick Barnes (Aug 26, 2025 09:17:44 CDT)
Rick Barnes
Tarrant County

APPROVED AS TO FORM:

By: Katherine E. Owens
Katherine E. Owens (Aug 20, 2025 09:18:21 CDT)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

GEQ Operating Company LLC dba
Jaguar Land Rover North Austin

By:
Signature Annette Starr
Annette Starr (Aug 18, 2025 14:44:06 CDT)

Annette Starr
Printed Name

Controller
Title

*By law, the Criminal District Attorney's Office may only approve contracts 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 contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT “A”

3890 W NW Highway, Suite 500
Dallas TX, 75220

Signature: Annette Starr
Annette Starr (Aug 19, 2025 09:16:23 CDT)

Email: astarr@sewell.com

TARRANT COUNTY TAX OFFICE

Tax Assessor-Collector RICK BARNES
100 E Weatherford, Room 105 ● Fort Worth, Texas 76196-0301 ●
817-884-1100
taxoffice@tarrantcountytx.gov

IN GOD WE TRUST

August 06, 2025

Dear LWA Operating Company LLC dba Mercedes Benz of West Houston

I want to take a minute to thank you and your company for the opportunity to do business with you and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

Below is your contract for use of inventory (registration stickers) issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

You will receive a separate email with instructions and additional forms to complete.

Sincerely,

Rick Barnes
Tarrant County Tax Assessor-Collector

Enclosed: Contract

MOTOR VEHICLE LICENSE AGREEMENT

LWA Operating Company LLC dba Mercedes Benz of West Houston

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and LWA Operating Company LLC dba Mercedes Benz of West Houston

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.

2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the 1ocation listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.

3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.

4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.

6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.

8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or $100,000, whichever is greater, but no more than $5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).

9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.

11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

13. This Agreement includes all bonds and deputations exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

LWA Operating Company LLC dba Mercedes Benz of West Houston
1025 Highway 6 N
Houston TX 77079

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.

22. Dealer/Agency 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 B, with the Texas Ethics Commission as required by law.

23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

24. **Compliance with Laws**. In providing the services required by this Agreement, Dealer/Agency 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. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

TAX ASSESSOR-COLLECTOR

By: Rick Barnes
Rick Barnes (Aug 26, 2025 09:17:11 CDT)
Rick Barnes
Tarrant County

APPROVED AS TO FORM:

By: Katherine E. Owens
Katherine E. Owens (Aug 20, 2025 09:18:01 CDT)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

LWA Operating Company LLC dba
Mercedes Benz of West Houston

By:
Signature Annette Starr
Annette Starr (Aug 18, 2025 14:46:21 CDT)

Annette Starr
Printed Name

Controller
Title

*By law, the Criminal District Attorney's Office may only approve contracts 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 contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT “A”

3890 W NW Highway, Suite 500
Dallas TX, 75220

Signature: Annette Starr
Annette Starr (Aug 19, 2025 10:39:17 CDT)

Email: astarr@sewell.com

TARRANT COUNTY TAX OFFICE

Tax Assessor-Collector RICK BARNES
100 E Weatherford, Room 105 ● Fort Worth, Texas 76196-0301 ●
817-884-1100
taxoffice@tarrantcountytx.gov

IN GOD WE TRUST

August 06, 2025

Dear UDM2 Company, LLC dba MINI of Plano, BMW of Plano

I want to take a minute to thank you and your company for the opportunity to do business with you and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

Below is your contract for use of inventory (registration stickers) issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

You will receive a separate email with instructions and additional forms to complete.

Sincerely,

Rick Barnes
Tarrant County Tax Assessor-Collector

Enclosed: Contract

MOTOR VEHICLE LICENSE AGREEMENT

UDM2 Company, LLC dba MINI of Plano, BMW of Plano

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and UDM2 Company, LLC dba MINI of Plano, BMW of Plano

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.

2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the 1ocation listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.

3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.

4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.

6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.

8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or $100,000, whichever is greater, but no more than $5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).

9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.

11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

13. This Agreement includes all bonds and deputations exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

UDM2 Company, LLC dba MINI of Plano, BMW of Plano
6800 Dallas Pkwy
Plano TX 75024

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.

22. Dealer/Agency 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 B, with the Texas Ethics Commission as required by law.

23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

24. **Compliance with Laws**. In providing the services required by this Agreement, Dealer/Agency 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. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

TAX ASSESSOR-COLLECTOR

By: Rick Barnes
Rick Barnes (Aug 26, 2025 09:16:32 CDT)
Rick Barnes
Tarrant County

APPROVED AS TO FORM:

By: Katherine E. Owens
Katherine E. Owens (Aug 20, 2025 09:17:28 CDT)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

UDM2 Company, LLC dba
MINI of Plano, BMW of Plano

By:
Signature Annette Starr
Annette Starr (Aug 18, 2025 14:47:00 CDT)

Annette Starr
Printed Name

Controller
Title

*By law, the Criminal District Attorney's Office may only approve contracts 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 contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT “A”

3890 W NW Highway, Suite 500
Dallas TX, 75220

Signature: Annette Starr
Annette Starr (Aug 19, 2025 10:39:51 CDT)

Email: astarr@sewell.com

TARRANT COUNTY TAX OFFICE

Tax Assessor-Collector RICK BARNES
100 E Weatherford, Room 105 ● Fort Worth, Texas 76196-0301 ●
817-884-1100
taxoffice@tarrantcountytx.gov

IN GOD WE TRUST

August 06, 2025

Dear Sewell Village Cadillac Company, Inc dba Sewell Buick GMC

I want to take a minute to thank you and your company for the opportunity to do business with you and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

Below is your contract for use of inventory (registration stickers) issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

You will receive a separate email with instructions and additional forms to complete.

Sincerely,

Rick Barnes
Tarrant County Tax Assessor-Collector

Enclosed: Contract

MOTOR VEHICLE LICENSE AGREEMENT

Sewell Village Cadillac Company, Inc dba Sewell Buick GMC

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and Sewell Village Cadillac Company, Inc dba Sewell Buick GMC

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.

2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the 1ocation listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.

3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.

4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.

6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.

8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or $100,000, whichever is greater, but no more than $5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).

9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.

11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

13. This Agreement includes all bonds and deputations exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

Sewell Village Cadillac Company, Inc dba Sewell Buick GMC
7474 Lemmon Ave
Dallas TX 75209

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.

22. Dealer/Agency 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 B, with the Texas Ethics Commission as required by law.

23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

24. **Compliance with Laws**. In providing the services required by this Agreement, Dealer/Agency 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. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

TAX ASSESSOR-COLLECTOR

By: Rick Barnes
Rick Barnes (Aug 26, 2025 09:15:40 CDT)
Rick Barnes
Tarrant County

APPROVED AS TO FORM:

By: Katherine E. Owens
Katherine E. Owens (Aug 20, 2025 09:17:38 CDT)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

Sewell Village Cadillac Company Inc
dba Sewell Buick GMC

By:
Signature Annette Starr
Annette Starr (Aug 18, 2025 14:47:33 CDT)

Annette Starr
Printed Name

Controller
Title

*By law, the Criminal District Attorney's Office may only approve contracts 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 contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT “A”

3890 W NW Highway, Suite 500
Dallas TX, 75220

Signature: Annette Starr
Annette Starr (Aug 19, 2025 10:40:29 CDT)

Email: astarr@sewell.com

TARRANT COUNTY TAX OFFICE

Tax Assessor-Collector RICK BARNES
100 E Weatherford, Room 105 ● Fort Worth, Texas 76196-0301 ●
817-884-1100
taxoffice@tarrantcountytx.gov

IN GOD WE TRUST

August 07, 2025

Dear Sewell Village Cadillac Company, Inc dba Sewell Cadillac

I want to take a minute to thank you and your company for the opportunity to do business with you and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

Below is your contract for use of inventory (registration stickers) issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

You will receive a separate email with instructions and additional forms to complete.

Sincerely,

Rick Barnes
Tarrant County Tax Assessor-Collector

Enclosed: Contract

MOTOR VEHICLE LICENSE AGREEMENT

Sewell Village Cadillac Company, Inc dba Sewell Cadillac

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and Sewell Village Cadillac Company, Inc dba Sewell Cadillac

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.

2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the 1ocation listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.

3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.

4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.

6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.

8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or $100,000, whichever is greater, but no more than $5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).

9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.

11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

13. This Agreement includes all bonds and deputations exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

Sewell Village Cadillac Company, Inc dba Sewell Cadillac
7310 Lemmon Ave
Dallas TX 75209

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.

22. Dealer/Agency 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 B, with the Texas Ethics Commission as required by law.

23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

24. **Compliance with Laws**. In providing the services required by this Agreement, Dealer/Agency 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. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

TAX ASSESSOR-COLLECTOR

By: Rick Barnes
Rick Barnes (Aug 26, 2025 09:18:22 CDT)
Rick Barnes
Tarrant County

APPROVED AS TO FORM:

By: Katherine E. Owens
Katherine E. Owens (Aug 20, 2025 09:16:49 CDT)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

Sewell Village Cadillac Company Inc
dba Sewell Cadillac

By:
Signature Annette Starr
Annette Starr (Aug 18, 2025 14:47:59 CDT)

Annette Starr
Printed Name

Controller
Title

*By law, the Criminal District Attorney's Office may only approve contracts 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 contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT “A”

3890 W NW Highway, Suite 500
Dallas TX, 75220

Signature: Annette Starr
Annette Starr (Aug 19, 2025 10:41:03 CDT)

Email: astarr@sewell.com

TARRANT COUNTY TAX OFFICE

Tax Assessor-Collector RICK BARNES
100 E Weatherford, Room 105 ● Fort Worth, Texas 76196-0301 ●
817-884-1100
taxoffice@tarrantcountytx.gov

IN GOD WE TRUST

August 06, 2025

Dear Sewell 10 LLC dba Sewell Cadillac

I want to take a minute to thank you and your company for the opportunity to do business with you and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

Below is your contract for use of inventory (registration stickers) issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

You will receive a separate email with instructions and additional forms to complete.

Sincerely,

Rick Barnes
Tarrant County Tax Assessor-Collector

Enclosed: Contract

MOTOR VEHICLE LICENSE AGREEMENT

Sewell 10 LLC dba Sewell Cadillac

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and Sewell 10 LLC dba Sewell Cadillac

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.

2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the 1ocation listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.

3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.

4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.

6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.

8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or $100,000, whichever is greater, but no more than $5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).

9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.

11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

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14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

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COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

Sewell 10 LLC dba Sewell Cadillac
12221 Katy Fwy
Houston TX 77079

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.

22. Dealer/Agency 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 B, with the Texas Ethics Commission as required by law.

23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

24. **Compliance with Laws**. In providing the services required by this Agreement, Dealer/Agency 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. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

TAX ASSESSOR-COLLECTOR

By: Rick Barnes
Rick Barnes (Aug 21, 2025 16:21:23 CDT)
Rick Barnes
Tarrant County

APPROVED AS TO FORM:

By: Katherine E. Owens
Katherine E. Owens (Aug 20, 2025 09:16:27 CDT)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

Sewell 10 LLC dba Sewell Cadillac

By:
Signature Annette Starr
Annette Starr (Aug 18, 2025 14:48:28 CDT)

Annette Starr
Printed Name

Controller
Title

*By law, the Criminal District Attorney's Office may only approve contracts 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 contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT “A”

3890 W NW Highway, Suite 500
Dallas TX, 75220

Signature: Annette Starr
Annette Starr (Aug 19, 2025 10:41:35 CDT)

Email: astarr@sewell.com

TARRANT COUNTY TAX OFFICE

Tax Assessor-Collector RICK BARNES
100 E Weatherford, Room 105 ● Fort Worth, Texas 76196-0301 ●
817-884-1100
taxoffice@tarrantcountytx.gov

IN GOD WE TRUST

August 06, 2025

Dear SCSA Operating Company, Inc dba Sewell Cadillac

I want to take a minute to thank you and your company for the opportunity to do business with you and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

Below is your contract for use of inventory (registration stickers) issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

You will receive a separate email with instructions and additional forms to complete.

Sincerely,

Rick Barnes
Tarrant County Tax Assessor-Collector

Enclosed: Contract

MOTOR VEHICLE LICENSE AGREEMENT SCSA

Operating Company, Inc dba Sewell Cadillac

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and SCSA Operating Company, Inc dba Sewell Cadillac

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.

2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the 1ocation listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.

3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.

4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.

6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.

8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or $100,000, whichever is greater, but no more than $5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).

9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.

11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

13. This Agreement includes all bonds and deputations exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

SCSA Operating Company, Inc dba Sewell Cadillac
11001 I-10 W
San Antonio TX, 78230

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.

22. Dealer/Agency 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 B, with the Texas Ethics Commission as required by law.

23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

24. **Compliance with Laws**. In providing the services required by this Agreement, Dealer/Agency 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. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

TAX ASSESSOR-COLLECTOR

By: Rick Barnes
Rick Barnes (Aug 21, 2025 16:20:49 CDT)
Rick Barnes
Tarrant County

APPROVED AS TO FORM:

By: Katherine E. Owens
Katherine E. Owens (Aug 20, 2025 09:16:02 CDT)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

SCSA Operating Company, Inc dba
Sewell Cadillac

By:
Signature Annette Starr
Annette Starr (Aug 19, 2025 10:42:22 CDT)

Annette Starr
Printed Name

Controller
Title

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EXHIBIT “A”

3890 W NW Highway, Suite 500
Dallas TX, 75220

TARRANT COUNTY TAX OFFICE

Tax Assessor-Collector RICK BARNES
100 E Weatherford, Room 105 ● Fort Worth, Texas 76196-0301 ●
817-884-1100
taxoffice@tarrantcountytx.gov

IN GOD WE TRUST

August 06, 2025

Dear BFOR Company, LLC dba Sewell INEOS Grenadier

I want to take a minute to thank you and your company for the opportunity to do business with you and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

Below is your contract for use of inventory (registration stickers) issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

You will receive a separate email with instructions and additional forms to complete.

Sincerely,

Rick Barnes
Tarrant County Tax Assessor-Collector

Enclosed: Contract

MOTOR VEHICLE LICENSE AGREEMENT

BFOR Company, LLC dba Sewell INEOS Grenadier

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and BFOR Company, LLC dba Sewell INEOS Grenadier

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

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NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

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5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.

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9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

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Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

BFOR Company, LLC dba Sewell INEOS Grenadier
5709 W Spring Creek Parkway
Plano TX 75024

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

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20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

TAX ASSESSOR-COLLECTOR

By: Rick Barnes
Rick Barnes (Aug 21, 2025 16:19:18 CDT)

Rick Barnes
Tarrant County

APPROVED AS TO FORM:

By: Katherine E. Owens
Katherine E. Owens (Aug 20, 2025 09:15:17 CDT)

Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

BFOR Company, LLC
Sewell INEOS Grenadier

By:
Signature Annette Starr
Annette Starr (Aug 18, 2025 14:49:07 CDT)

Annette Starr
Printed Name

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Title

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EXHIBIT “A”

3890 W NW Highway, Suite 500
Dallas TX, 75220

Signature: Annette Starr
Annette Starr (Aug 19, 2025 10:43:47 CDT)

Email: astarr@sewell.com

TARRANT COUNTY TAX OFFICE

Tax Assessor-Collector RICK BARNES
100 E Weatherford, Room 105 ● Fort Worth, Texas 76196-0301 ●
817-884-1100
taxoffice@tarrantcountytx.gov

IN GOD WE TRUST

August 06, 2025

Dear BFOR2 Company, LLC dba Sewell INEOS Grenadier

I want to take a minute to thank you and your company for the opportunity to do business with you and to let you know we look forward to serving you in the years to come.

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Rick Barnes
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9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.

11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

13. This Agreement includes all bonds and deputations exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

BFOR2 Company, LLC dba Sewell INEOS Grenadier
11003 I-10 W
San Antonio TX, 78230

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.

22. Dealer/Agency 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 B, with the Texas Ethics Commission as required by law.

23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

24. **Compliance with Laws**. In providing the services required by this Agreement, Dealer/Agency 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. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

TAX ASSESSOR-COLLECTOR

By: Rick Barnes
Rick Barnes (Aug 21, 2025 16:19:58 CDT)
Rick Barnes
Tarrant County

APPROVED AS TO FORM:

By: Katherine E. Owens
Katherine E. Owens (Aug 20, 2025 09:15:37 CDT)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

BFOR2 Company, LLC
Sewell INEOS Grenadier

By:
Signature Annette Starr
Annette Starr (Aug 18, 2025 14:49:32 CDT)

Annette Starr
Printed Name

Controller
Title

*By law, the Criminal District Attorney's Office may only approve contracts 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 contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT “A”

3890 W NW Highway, Suite 500
Dallas TX, 75220

Signature: Annette Starr
Annette Starr (Aug 19, 2025 10:43:00 CDT)

Email: astarr@sewell.com

TARRANT COUNTY TAX OFFICE

Tax Assessor-Collector RICK BARNES
100 E Weatherford, Room 105 ● Fort Worth, Texas 76196-0301 ●
817-884-1100
taxoffice@tarrantcountytx.gov

IN GOD WE TRUST

August 06, 2025

Dear Sewell Village Cadillac Company, Inc dba Sewell Infiniti

I want to take a minute to thank you and your company for the opportunity to do business with you and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

Below is your contract for use of inventory (registration stickers) issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

You will receive a separate email with instructions and additional forms to complete.

Sincerely,

Rick Barnes
Tarrant County Tax Assessor-Collector

Enclosed: Contract

MOTOR VEHICLE LICENSE AGREEMENT

Sewell Village Cadillac Company, Inc dba Sewell Infiniti

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and Sewell Village Cadillac Company, Inc dba Sewell Infiniti

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.

2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the 1ocation listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.

3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.

4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.

6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.

8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or $100,000, whichever is greater, but no more than $5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).

9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.

11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

13. This Agreement includes all bonds and deputations exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

Sewell Village Cadillac Company, Inc dba Sewell Infiniti
7110 Lemmon Ave
Dallas TX 75209

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.

22. Dealer/Agency 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 B, with the Texas Ethics Commission as required by law.

23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

24. **Compliance with Laws**. In providing the services required by this Agreement, Dealer/Agency 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. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

TAX ASSESSOR-COLLECTOR

By: Rick Barnes
Rick Barnes (Aug 21, 2025 16:18:43 CDT)

Rick Barnes
Tarrant County

APPROVED AS TO FORM:

By: Katherine E. Owens
Katherine E. Owens (Aug 20, 2025 09:14:56 CDT)

Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

Sewell Village Cadillac Company Inc
dba Sewell Infiniti

By:
Signature Annette Starr
Annette Starr (Aug 18, 2025 14:50:02 CDT)

Annette Starr
Printed Name

Controller
Title

*By law, the Criminal District Attorney's Office may only approve contracts 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 contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT “A”

3890 W NW Highway, Suite 500
Dallas TX, 75220

Signature: Annette Starr
Annette Starr (Aug 19, 2025 10:44:20 CDT)

Email: astarr@sewell.com

TARRANT COUNTY TAX OFFICE

Tax Assessor-Collector RICK BARNES
100 E Weatherford, Room 105 ● Fort Worth, Texas 76196-0301 ●
817-884-1100
taxoffice@tarrantcountytx.gov

IN GOD WE TRUST

August 06, 2025

Dear Sewell Houston Company, LLC dba Sewell Infiniti of North Houston

I want to take a minute to thank you and your company for the opportunity to do business with you and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

Below is your contract for use of inventory (registration stickers) issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

You will receive a separate email with instructions and additional forms to complete.

Sincerely,

Rick Barnes
Tarrant County Tax Assessor-Collector

Enclosed: Contract

MOTOR VEHICLE LICENSE AGREEMENT

Sewell Houston Company, LLC dba Sewell Infiniti of North Houston

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and Sewell Houston Company, LLC dba Sewell Infiniti of North Houston

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.

2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the 1ocation listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.

3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.

4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.

6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.

8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or $100,000, whichever is greater, but no more than $5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).

9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

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11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

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COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

Sewell Houston Company, LLC dba Sewell Infiniti of North Houston
17825 North Fwy
Houston TX 77090

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

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21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.

22. Dealer/Agency 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 B, with the Texas Ethics Commission as required by law.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

TAX ASSESSOR-COLLECTOR

By: Rick Barnes
Rick Barnes (Aug 21, 2025 16:18:07 CDT)
Rick Barnes
Tarrant County

APPROVED AS TO FORM:

By: Katherine E. Owens
Katherine E. Owens (Aug 20, 2025 09:14:32 CDT)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

Sewell Houston Company, LLC dba
Sewell Infiniti of North Houston

By:
Signature Annette Starr
Annette Starr (Aug 18, 2025 14:50:56 CDT)

Annette Starr
Printed Name

Controller
Title

*By law, the Criminal District Attorney's Office may only approve contracts 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 contract review from independent counsel.

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EXHIBIT “A”

3890 W NW Highway, Suite 500
Dallas TX, 75220

Signature: Annette Starr
Annette Starr (Aug 19, 2025 09:12:57 CDT)

Email: astarr@sewell.com

TARRANT COUNTY TAX OFFICE

Tax Assessor-Collector RICK BARNES
100 E Weatherford, Room 105 ● Fort Worth, Texas 76196-0301 ●
817-884-1100
taxoffice@tarrantcountytx.gov

IN GOD WE TRUST

August 06, 2025

Dear Sewell Corporation dba Sewell Lexus

I want to take a minute to thank you and your company for the opportunity to do business with you and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

Below is your contract for use of inventory (registration stickers) issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

You will receive a separate email with instructions and additional forms to complete.

Sincerely,

Rick Barnes
Tarrant County Tax Assessor-Collector

Enclosed: Contract

MOTOR VEHICLE LICENSE AGREEMENT

Sewell Corporation dba Sewell Lexus

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and Sewell Corporation dba Sewell Lexus

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.

2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the 1ocation listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.

3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.

4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.

6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.

8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or $100,000, whichever is greater, but no more than $5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).

9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.

11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

13. This Agreement includes all bonds and deputations exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

Sewell Corporation dba Sewell Lexus
6421 Lemmon Ave
Dallas TX 75209

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.

22. Dealer/Agency 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 B, with the Texas Ethics Commission as required by law.

23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

24. **Compliance with Laws**. In providing the services required by this Agreement, Dealer/Agency 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. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

TAX ASSESSOR-COLLECTOR

Rick Barnes
Rick Barnes (Aug 21, 2025 16:17:31 CDT)
By: _____
Rick Barnes
Tarrant County

APPROVED AS TO FORM:

Katherine E. Owens
Katherine E. Owens (Aug 20, 2025 09:14:11 CDT)
By: _____
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

Sewell Corporation dba Sewell Lexus

By:
Signature Annette Starr
Annette Starr (Aug 18, 2025 15:16:27 CDT)

Annette Starr
Printed Name

Controller
Title

*By law, the Criminal District Attorney's Office may only approve contracts 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 contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT “A”

3890 W NW Highway, Suite 500
Dallas TX, 75220

TARRANT COUNTY TAX OFFICE

Tax Assessor-Collector RICK BARNES
100 E Weatherford, Room 105 ● Fort Worth, Texas 76196-0301 ●
817-884-1100
taxoffice@tarrantcountytx.gov

IN GOD WE TRUST

August 06, 2025

Dear Sewell Village Cadillac Company, Inc dba Sewell Subaru

I want to take a minute to thank you and your company for the opportunity to do business with you and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

Below is your contract for use of inventory (registration stickers) issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

You will receive a separate email with instructions and additional forms to complete.

Sincerely,

Rick Barnes
Tarrant County Tax Assessor-Collector

Enclosed: Contract

MOTOR VEHICLE LICENSE AGREEMENT

Sewell Village Cadillac Company, Inc dba Sewell Subaru

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and Sewell Village Cadillac Company, Inc dba Sewell Subaru

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

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Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

Sewell Village Cadillac Company, Inc dba Sewell Subaru
7800 Lemmon Ave
Dallas TX 75209

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

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20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.

22. Dealer/Agency 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 B, with the Texas Ethics Commission as required by law.

23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

24. **Compliance with Laws**. In providing the services required by this Agreement, Dealer/Agency 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. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

TAX ASSESSOR-COLLECTOR

By: Rick Barnes
Rick Barnes (Aug 21, 2025 16:16:56 CDT)
Rick Barnes
Tarrant County

APPROVED AS TO FORM:

By: Katherine E. Owens
Katherine E. Owens (Aug 20, 2025 09:13:42 CDT)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

Sewell Village Cadillac Company Inc
dba Sewell Subaru

By:
Signature Annette Starr
Annette Starr (Aug 18, 2025 15:17:02 CDT)

Annette Starr
Printed Name

Controller
Title

*By law, the Criminal District Attorney's Office may only approve contracts 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 contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT “A”

3890 W NW Highway, Suite 500
Dallas TX, 75220

Sewell Automotive Dealerships

Name	DBA
DFW Rings, LLC	Audi McKinney
Sewell Rings, LLC	Audi North Houston
Sewell Rings, LLC	Audi Sugar Land
GEQ Operating Company LLC	Jaguar Land Rover North Austin
LWA Operating Company LLC	Mercedes Benz of West Houston
UDM2 Company, LLC	MINI of Plano, BMW of Plano
Sewell Village Cadillac Company, Inc.	Sewell Buick GMC
Sewell Village Cadillac Company, Inc.	Sewell Cadillac Dallas
Sewell 10 LLC	Sewell Cadillac Houston
SCSA Operating Company, Inc.	Sewell Cadillac San Antonio
BFOR2 Company, LLC	Sewell I NEOS Grenadier
BFOR2 Company, LLC	Sewell INEOS Grenadier Plano
Sewell Village Cadillac Company, Inc.	Sewell Infiniti Dallas
Sewell Houston Company, LLC	Sewell Infiniti of North Houston
Sewell Corporation	Sewell Lexus Dallas
Sewell Village Cadillac Company, Inc.	Sewell Subaru Dallas

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 366
Department: Tax Assessor-Collector	**Prepared By:** Charlotte Sadler	**Approved By:** Vanessa Perez

SUBJECT:

Consideration of Contracts between Tarrant County, d/b/a Tarrant County Tax Assessor-Collector and Entities Within Tarrant County Including Cities, Towns, School Districts and Special Districts for the Collection of Ad Valorem Taxes

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioner's Court consider approving contracts between Tarrant County d/b/a Tarrant County Tax Assessor-Collector and entities to collect Ad Valorem Taxes for tax year 2025, 2026 & 2027.

BACKGROUND

The purpose of the agreements is to state the terms and conditions under which the Tax Assessor-Collector will provide assessment and collection services for the entities. Contracts are attached, along with a list of contracting taxing entities.

The term of these contracts is from October 1, 2025 through September 30, 2028.

The Criminal District Attorney's Office has reviewed these contracts as to form.

FISCAL IMPACT

The Tax Assessor-Collector will charge $1.07 per parcels located within Tarrant County and $2.00 for parcels located outside of Tarrant County and PIDS, MUDS, BIDS, MMDS.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____
Auditor

Attachments

Lake Worth ISD.pdf
Viridian Municipal Management District.pdf
City of Crowley_0001.pdf
City of Bedford_0001.pdf
City of Dalworthing Gardens.pdf
City of Haslet and City PIDS.pdf
City of River Oaks.pdf
Beltmill PID.pdf
City of Sansom Park.pdf
City of Watauga.pdf
Tarrant County College.pdf
Tarrant Regional Water District.pdf
Live Oak Creek Municipal Utility District No. 1.pdf
Far North Fort Worth Municipal District.pdf
Azle ISD.pdf
City of Pelican Bay.pdf
City of Saginaw.pdf
City of Southlake.pdf
City of Westworth Village.pdf
City of White Settlement.pdf
Crowley ISD.pdf
Euless Midtown PID.pdf
HEB ISD.pdf
Kennedale ISD.pdf
Mansfield ISD.pdf
TC ESD.pdf
Town of Lakeside.pdf
Town of Westlake.pdf
White Settlement ISD.pdf
City of Lake Worth.pdf
City of Hurst.pdf
City of Haltom City.pdf
City of Euless.pdf
City of Blue Mound.pdf
City of Benbrook.pdf
City of Azle.pdf
Carroll ISD.pdf
City of Richland Hills.pdf
Arlington ISD.pdf
Birdville ISD.pdf
City of Arlington.pdf
Westlake Entrada PID.pdf

Karis MMD.pdf
Fort Worth ISD.pdf
Town of Pantego.pdf
Town of Edgecliff Village.pdf
Viridian PID.pdf
Tarrant County Hospital District.pdf
Keller ISD.pdf
Viridian Municipal Management District.pdf
Lake Worth ISD.pdf
Everman ISD.pdf
Eagle Mountain Saginaw ISD.pdf
Town of Westover Hills.pdf
City of Reno.pdf
City Point PID Improvement Zone A (642).pdf
City Point PID Improvement Zone B (643).pdf
City of North Richland Hills.pdf
City of Mansfield.pdf
City of Mansfield.pdf
Mansfield Southpointe PID #1.pdf
Mansfield Southpointe PID #1.pdf
Mansfield Southpointe PID #1.pdf
City of Arlington.pdf
City of Forest Hill.pdf
City of Keller.pdf
City of Kennedale.pdf
Castleberry ISD.pdf
Entity Contracts 2025 2026 2027 List.pdf

STATE OF TEXAS §
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this _____day of_____, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and Lake Worth ISD hereinafter referred to as **SCHOOL**, whose address is 6805 Telephone Road, Lake Worth, TX 76135.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the SCHOOL.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the SCHOOL has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All SCHOOL disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the SCHOOL on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the SCHOOL equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide Lake Worth ISD the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, SCHOOL will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the SCHOOL by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the SCHOOL auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the SCHOOL auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the SCHOOL.

V.
TAX RATE REQUIREMENT

The SCHOOL will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the SCHOOL'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the SCHOOL. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by Lake Worth ISD will be paid by Lake Worth ISD.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the SCHOOL of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the SCHOOL shall be promptly transferred to the account of the SCHOOL at the SCHOOL'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the SCHOOL'S funds from the COUNTY Depository to the SCHOOL'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to Lake Worth ISD due to unforeseen or unanticipated circumstances.

VIII.

INVESTMENT OF FUNDS

The SCHOOL hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the SCHOOL during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the SCHOOL all interest or other earnings attributable to taxes owed to the SCHOOL. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the SCHOOL.

IX.

REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the SCHOOL of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for Lake Worth ISD exceeds collections for Lake Worth ISD, Lake Worth ISD will be placed in a negative status and no distributions will be made to Lake Worth ISD until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the SCHOOL'S jurisdiction. The proportional share is based upon the SCHOOL'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the SCHOOL is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the SCHOOL to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the SCHOOL and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.

DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the SCHOOL through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the SCHOOL.

If the delinquent collection Attorney contracted by the SCHOOL requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the SCHOOL and will be added to the collection expenses and charged to the SCHOOL.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.

TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.

NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change

this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/29/25
DATE

RICK BARNES
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR LAKE WORTH ISD:

BY: _____ 6-16-25
DATE

TITLE: Lake Worth ISD Board President

EMAIL: avelazquez@lwisd.org

FOR TARRANT COUNTY:

BY: _____
DATE

TIM O'HARE
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 9/4/2025
*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Special Assessments**
§
COUNTY OF TARRANT §

Agreement made this _____day of_____, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the Viridian Municipal Management District hereinafter referred to as **DISTRICT**, whose address is 3200 Southwest Freeway, Suite 2600, Houston, TX 77027.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of special assessments levied by the DISTRICT, in accordance with Chapter 372 of the Texas Local Government Code (the "Assessments").

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the assessments due and owing on property upon which the DISTRICT has imposed said assessments. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives assessment roll and payment data; providing all necessary Assessments and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All DISTRICT disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the DISTRICT on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the DISTRICT equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the DISTRICT the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, the DISTRICT will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the DISTRICT by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the DISTRICT auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the DISTRICT auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the DISTRICT.

V.
TAX RATE REQUIREMENT

The DISTRICT will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the DISTRICT'S current assessment rates and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the assessment rates or the exemption schedule will be charged to and must be paid by the DISTRICT. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous assessment rate provided by the DISTRICT will be paid by the DISTRICT.

The assessment rates and the exemption schedule for each of the last five (5) years in which an assessment was levied, or all prior years where there remains delinquent assessments, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the DISTRICT of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the DISTRICT shall be promptly transferred to the account of the DISTRICT at the DISTRICT'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the DISTRICT'S funds from the COUNTY Depository to the DISTRICT'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to the DISTRICT due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The DISTRICT hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the DISTRICT during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the DISTRICT all interest or other earnings attributable to taxes owed to the DISTRICT. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the DISTRICT.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the DISTRICT of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for the DISTRICT exceeds collections for the DISTRICT, the DISTRICT will be placed in a negative status and no distributions will be made to the DISTRICT until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the DISTRICT'S jurisdiction. The proportional share is based upon the DISTRICT'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the DISTRICT is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the DISTRICT to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the DISTRICT and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the DISTRICT through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the DISTRICT.

If the delinquent collection Attorney contracted by the DISTRICT requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the DISTRICT and will be added to the collection expenses and charged to the DISTRICT.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed

to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/29/25
RICK BARNES ***DATE***
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR VIRIDIAN MUNICIPAL MANAGEMENT DISTRICT:

BY: _____ 7-8-25
DATE
TITLE: Chairman, Board of Directors
EMAIL: ddevries@viridianmmd.com

FOR TARRANT COUNTY:

BY: _____
TIM O'HARE ***DATE***
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 9/9/2025
CRIMINAL DISTRICT ATTORNEY'S OFFICE* ***DATE***

*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.

STATE OF TEXAS §
§
§
COUNTY OF TARRANT §

Agreement for Collection of Taxes

Agreement made this 19 day of June, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the City of Crowley hereinafter referred to as **CITY**, whose address is 201 E Main St, Crowley, TX 76036.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the CITY.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the CITY has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All CITY disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the CITY on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the CITY equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the City of Crowley the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, CITY will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the CITY by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the CITY auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the CITY auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the CITY.

V.
TAX RATE REQUIREMENT

The CITY will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the CITY'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the CITY. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by City of Crowley will be paid by City of Crowley.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE
STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the CITY of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the CITY shall be promptly transferred to the account of the CITY at the CITY'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the CITY'S funds from the COUNTY Depository to the CITY'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to City of Crowley due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The CITY hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the CITY during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the CITY all interest or other earnings attributable to taxes owed to the CITY. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the CITY.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the CITY of changes in the tax roll which were mandated by the appropriate Appraisal District.

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If the amount of refunds processed for City of Crowley exceeds collections for City of Crowley, City of Crowley will be placed in a negative status and no distributions will be made to City of Crowley until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the CITY'S jurisdiction. The proportional share is based upon the CITY'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the CITY is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the CITY to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the CITY and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the CITY through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the CITY.

If the delinquent collection Attorney contracted by the CITY requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the CITY and will be added to the collection expenses and charged to the CITY.

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XI.
TERM OF AGREEMENT

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NOTICES

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delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/11/25
RICK BARNES ***DATE***
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR CITY OF CROWLEY:

BY: Billy P. Davis Jun 19, 2025
DATE

TITLE: Mayor

EMAIL: billy@ci.crowley.tx.us

FOR TARRANT COUNTY:

BY: _____ _____
TIM O'HARE ***DATE***
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 8/2/2025
CRIMINAL DISTRICT ATTORNEY'S OFFICE* ***DATE***

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this 11 day of July, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the City of Bedford hereinafter referred to as **CITY**, whose address is 2000 Forest Ridge Dr., Bedford, TX 76021.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the CITY.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the CITY has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All CITY disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the CITY on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the CITY equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the City of Bedford the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, CITY will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the CITY by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the CITY auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the CITY auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the CITY.

V.
TAX RATE REQUIREMENT

The CITY will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the CITY'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the CITY. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by City of Bedford will be paid by City of Bedford.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the CITY of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the CITY shall be promptly transferred to the account of the CITY at the CITY'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the CITY'S funds from the COUNTY Depository to the CITY'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to City of Bedford due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The CITY hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the CITY during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the CITY all interest or other earnings attributable to taxes owed to the CITY. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the CITY.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the CITY of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for City of Bedford exceeds collections for City of Bedford, City of Bedford will be placed in a negative status and no distributions will be made to City of Bedford until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the CITY'S jurisdiction. The proportional share is based upon the CITY'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the CITY is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the CITY to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the CITY and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the CITY through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the CITY.

If the delinquent collection Attorney contracted by the CITY requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the CITY and will be added to the collection expenses and charged to the CITY.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed

to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/11/25
RICK BARNES ***DATE***
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR CITY OF BEDFORD:

BY: Andrea L. Roy 7-11-2025
DATE
TITLE: City Manager
EMAIL: andrea.roy@bedfordtx.gov

FOR TARRANT COUNTY:

BY: _____ _____
TIM O'HARE ***DATE***
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 8/2/2025
CRIMINAL DISTRICT ATTORNEY'S OFFICE* ***DATE***

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this _____ day of _____, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the City of Dalworthington Gardens hereinafter referred to as **CITY**, whose address is 2600 Roosevelt Dr, Dalworthington Gardens, TX 76016.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the CITY.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the CITY has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All CITY disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the CITY on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the CITY equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the City of Dalworthington Gardens the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, CITY will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the CITY by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the CITY auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the CITY auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the CITY.

V.
TAX RATE REQUIREMENT

The CITY will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the CITY'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the CITY. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by City of Dalworthington Gardens will be paid by City of Dalworthington Gardens.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the CITY of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the CITY shall be promptly transferred to the account of the CITY at the CITY'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the CITY'S funds from the COUNTY Depository to the CITY'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to City of Dalworthington Gardens due to unforeseen or unanticipated circumstances.

VIII.

INVESTMENT OF FUNDS

The CITY hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the CITY during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the CITY all interest or other earnings attributable to taxes owed to the CITY. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the CITY.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the CITY of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for City of Dalworthington Gardens exceeds collections for City of Dalworthington Gardens, City of Dalworthington Gardens will be placed in a negative status and no distributions will be made to City of Dalworthington Gardens until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the CITY'S jurisdiction. The proportional share is based upon the CITY'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the CITY is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the CITY to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the CITY and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the CITY through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the CITY.

If the delinquent collection Attorney contracted by the CITY requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the CITY and will be added to the collection expenses and charged to the CITY.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out, and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change

this address by notice in accordance with this paragraph.

XIII.

MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/11/25

RICK BARNES *DATE*
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR CITY OF DALWORTHINGTON GARDENS:

BY: Laurie Bianco 7/17/25
DATE

TITLE: Mayor

EMAIL: mayorbianco@cityofdwg.net

FOR TARRANT COUNTY:

BY: _____ _____

TIM O'HARE *DATE*
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 8/2/2025

*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

*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.

STATE OF TEXAS §
§
§
COUNTY OF TARRANT §

Agreement for Collection of Taxes

Agreement made this 15 day of July, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the City of Haslet hereinafter referred to as **CITY**, whose address is 101 Main St, Haslet, TX 76052.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the CITY.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the CITY has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All CITY disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the CITY on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the CITY equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the City of Haslet the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

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Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, CITY will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the CITY by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the CITY auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the CITY auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the CITY.

V.
TAX RATE REQUIREMENT

The CITY will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the CITY'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the CITY. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by City of Haslet will be paid by City of Haslet.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the CITY of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the CITY shall be promptly transferred to the account of the CITY at the CITY'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the CITY'S funds from the COUNTY Depository to the CITY'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to City of Haslet due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The CITY hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the CITY during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the CITY all interest or other earnings attributable to taxes owed to the CITY. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the CITY.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the CITY of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for City of Haslet exceeds collections for City of Haslet, City of Haslet will be placed in a negative status and no distributions will be made to City of Haslet until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the CITY'S jurisdiction. The proportional share is based upon the CITY'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the CITY is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the CITY to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the CITY and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the CITY through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the CITY.

If the delinquent collection Attorney contracted by the CITY requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the CITY and will be added to the collection expenses and charged to the CITY.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change

this address by notice in accordance with this paragraph.

XIII.

MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/11/25
RICK BARNES *DATE*
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR CITY OF HASLET:

BY: _____ 7/15/2025
DATE

TITLE: Mayor

EMAIL: ghulsey@haslet.org

FOR TARRANT COUNTY:

BY: _____
TIM O'HARE *DATE*
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 8/2/2025
*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this 24 day of June, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the City of River Oaks hereinafter referred to as **CITY**, whose address is 4900 River Oaks Blvd., River Oaks, TX 76114.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the CITY.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the CITY has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All CITY disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the CITY on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the CITY equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the City of River Oaks the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, CITY will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the CITY by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the CITY auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the CITY auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the CITY.

V.
TAX RATE REQUIREMENT

The CITY will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the CITY'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the CITY. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by City of River Oaks will be paid by City of River Oaks.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the CITY of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the CITY shall be promptly transferred to the account of the CITY at the CITY'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the CITY'S funds from the COUNTY Depository to the CITY'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to City of River Oaks due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The CITY hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the CITY during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the CITY all interest or other earnings attributable to taxes owed to the CITY. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the CITY.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the CITY of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for City of River Oaks exceeds collections for City of River Oaks, City of River Oaks will be placed in a negative status and no distributions will be made to City of River Oaks until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the CITY'S jurisdiction. The proportional share is based upon the CITY'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the CITY is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the CITY to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the CITY and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the CITY through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the CITY.

If the delinquent collection Attorney contracted by the CITY requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the CITY and will be added to the collection expenses and charged to the CITY.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed

to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/11/25
DATE

RICK BARNES
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR CITY OF RIVER OAKS:

BY: Doren Houk 6-24-25
DATE

TITLE: Mayor

EMAIL: houkdetk@earthlink.net

FOR TARRANT COUNTY:

BY: _____
DATE

TIM O'HARE
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 8/2/2025
CRIMINAL DISTRICT ATTORNEY'S OFFICE* ***DATE***

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Special Assessments**
§
COUNTY OF TARRANT §

Agreement made this 15th day of July, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 East Weatherford Street, Fort Worth, Texas 76196-0301, and the **BELTMILL PID**, hereinafter referred to as **BELTMILL PID** whose address is 333 West McLeroy Blvd., Saginaw, TX 76179.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of special assessments levied by the BELTMILL PID, in accordance with Chapter 372 of the Texas Local Government Code (the "Assessments").

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the assessments due and owing on property upon which the BELTMILL PID has imposed said assessments. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives assessment roll and payment data; providing all necessary Assessments and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All BELTMILL PID disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the BELTMILL PID on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the BELTMILL PID equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the BELTMILL PID the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, BELTMILL PID will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the BELTMILL PID by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the BELTMILL PID auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the BELTMILL PID auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the BELTMILL PID.

V.
ASSESSMENT RATE REQUIREMENT

The BELTMILL PID will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the BELTMILL PID current assessment rates and exemption schedules to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each contract year. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the assessment rates or the exemption schedules will be charged to and must be paid by the BELTMILL PID. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by BELTMILL PID will be paid by BELTMILL PID.

The assessment rates and the exemption schedules, if any, for each of the last five (5) years in which an assessment was levied, or all prior years where there remains delinquent assessments, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the BELTMILL PID of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the BELTMILL PID shall be promptly transferred to the account of the BELTMILL PID at the BELTMILL PID's depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the BELTMILL PID's funds from the COUNTY

Depository to the BELTMILL PID's designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to the BELTMILL PID due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The BELTMILL PID hereby agrees that the COUNTY, acting through the County Auditor, may invest collected assessment funds of the BELTMILL PID during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the BELTMILL PID all interest or other earnings attributable to taxes owed to the BELTMILL PID. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the BELTMILL PID.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the BELTMILL PID of changes in the assessment rolls which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for the BELTMILL PID exceeds collections for the BELTMILL PID, the BELTMILL PID will be placed in a negative status and no distributions will be made to the BELTMILL PID until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three (3) years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the BELTMILL PID's jurisdiction. The proportional share is based upon the BELTMILL PID's percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of assessments provided for in this agreement to which the BELTMILL PID is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the BELTMILL PID to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by the ASSESSOR/COLLECTOR on behalf of the BELTMILL PID and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the BELTMILL PID through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the BELTMILL PID for compensation to a firm under contract to the City.

If the delinquent collection Attorney contracted by the BELTMILL PID requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the BELTMILL PID and will be added to the collection expenses and charged to the BELTMILL PID.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent account's information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.

MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/11/25
RICK BARNES *DATE*
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR BELTMILL PID:

BY: _____ 7-15-2025
DATE

TITLE: Todd Flippo, Mayor

EMAIL: tflippo@saginawtx.org

FOR TARRANT COUNTY:

BY: _____ _____
TIM O'HARE *DATE*
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 8/12/2025
*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this _____day of_____, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR,** and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the City of Sansom Park hereinafter referred to as **CITY**, whose address is 5705 Azle Ave., Sansom Park, TX 76114.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the CITY.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the CITY has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All CITY disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the CITY on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the CITY equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the City of Sansom Park the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, CITY will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the CITY by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the CITY auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the CITY auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the CITY.

V.
TAX RATE REQUIREMENT

The CITY will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the CITY'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the CITY. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by City of Sansom Park will be paid by City of Sansom Park.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the CITY of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the CITY shall be promptly transferred to the account of the CITY at the CITY'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the CITY'S funds from the COUNTY Depository to the CITY'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to City of Sansom Park due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The CITY hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the CITY during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the CITY all interest or other earnings attributable to taxes owed to the CITY. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the CITY.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the CITY of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for City of Sansom Park exceeds collections for City of Sansom Park, City of Sansom Park will be placed in a negative status and no distributions will be made to City of Sansom Park until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the CITY'S jurisdiction. The proportional share is based upon the CITY'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the CITY is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the CITY to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the CITY and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the CITY through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the CITY.

If the delinquent collection Attorney contracted by the CITY requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the CITY and will be added to the collection expenses and charged to the CITY.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed

to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/11/25
RICK BARNES *DATE*
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR CITY OF SANSOM PARK:

BY: _____ 5-29-25
DATE

TITLE: Mayor

EMAIL: jbarnett@sansompark.org

CITY OF SANSOM PARK ★ CITY SEAL ★ TEXAS ★ INCORPORATED 1949

FOR TARRANT COUNTY:

BY: _____ _____
TIM O'HARE *DATE*
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 8/2/2025
*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

*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.

STATE OF TEXAS §

§ **Agreement for Collection of Taxes**

§

COUNTY OF TARRANT §

Agreement made this 1 day of July, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the City of Watauga hereinafter referred to as **CITY**, whose address is 7105 Whitley Rd., Watauga, TX 76148.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the CITY.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.

SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the CITY has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All CITY disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the CITY on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the CITY equals at least one hundred dollars ($100.00), or at the close of the month.

II.

REPORTS

The ASSESSOR/COLLECTOR will provide the City of Watauga the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

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COMPENSATION

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IV.
AUDITS

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The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
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VII.
DEPOSIT OF FUNDS

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IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the CITY of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for City of Watauga exceeds collections for City of Watauga, City of Watauga will be placed in a negative status and no distributions will be made to City of Watauga until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the CITY'S jurisdiction. The proportional share is based upon the CITY'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

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X.
DELINQUENT COLLECTIONS

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If the delinquent collection Attorney contracted by the CITY requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the CITY and will be added to the collection expenses and charged to the CITY.

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XI.
TERM OF AGREEMENT

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NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed

to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

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This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

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This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/11/25
RICK BARNES *DATE*
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR CITY OF WATAUGA:

BY: Sandra Gibson 7/7/2025
DATE
TITLE: City Manager
EMAIL: sgibson@cowtx.org

FOR TARRANT COUNTY:

BY: _____ _____
TIM O'HARE *DATE*
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 8/1/2025
*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this 1 day of July, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the Tarrant County College hereinafter referred to as **COLLEGE**, whose address is 300 Trinity Campus Circle, Fort Worth, TX 76102.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the COLLEGE.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

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REPORTS

The ASSESSOR/COLLECTOR will provide the Tarrant County College the following reports via internet access:

Daily:	Entity Distribution Report
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AUDITS

The ASSESSOR/COLLECTOR will provide to the COLLEGE auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the COLLEGE auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the COLLEGE.

V.
TAX RATE REQUIREMENT

The COLLEGE will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the COLLEGE'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the COLLEGE. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by Tarrant County College will be paid by Tarrant County College.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the COLLEGE of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the COLLEGE shall be promptly transferred to the account of the COLLEGE at the COLLEGE'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the COLLEGE'S funds from the COUNTY Depository to the COLLEGE'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to Tarrant County College due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The COLLEGE hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the COLLEGE during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the COLLEGE all interest or other earnings attributable to taxes owed to the COLLEGE. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the COLLEGE.

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If the amount of refunds processed for Tarrant County College exceeds collections for Tarrant County College, Tarrant County College will be placed in a negative status and no distributions will be made to Tarrant County College until collections exceed the negative balance.

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This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/11/25
RICK BARNES *DATE*
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR TARRANT COUNTY COLLEGE:

BY: _____ 7/1/2025
DATE

TITLE: Chancellor

EMAIL: chancellors.office@tccd.edu

FOR TARRANT COUNTY:

BY: _____
TIM O'HARE *DATE*
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 8/12/2025
*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

*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.

STATE OF TEXAS §
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COUNTY OF TARRANT §

Agreement for Collection of Taxes

Agreement made this 4 day of June, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the Tarrant Regional Water District hereinafter referred to as **DISTRICT**, whose address is 800 E. Northside Dr., Fort Worth, TX 76102.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the DISTRICT.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the DISTRICT has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All DISTRICT disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the DISTRICT on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the DISTRICT equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the Tarrant Regional Water District the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, the DISTRICT will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the DISTRICT by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the DISTRICT auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the DISTRICT auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the DISTRICT.

V.
TAX RATE REQUIREMENT

The DISTRICT will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the DISTRICT'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the DISTRICT. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by DISTRICT will be paid by DISTRICT.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the DISTRICT of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the DISTRICT shall be promptly transferred to the account of the DISTRICT at the DISTRICT'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the DISTRICT'S funds from the COUNTY Depository to the DISTRICT'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to the DISTRICT due to unforeseen or unanticipated circumstances.

VIII.

INVESTMENT OF FUNDS

The DISTRICT hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the DISTRICT during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the DISTRICT all interest or other earnings attributable to taxes owed to the DISTRICT. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the DISTRICT.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the DISTRICT of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for the DISTRICT exceeds collections for the DISTRICT, the DISTRICT will be placed in a negative status and no distributions will be made to the DISTRICT until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the DISTRICT'S jurisdiction. The proportional share is based upon the DISTRICT'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the DISTRICT is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the DISTRICT to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the DISTRICT and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the DISTRICT through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the DISTRICT.

If the delinquent collection Attorney contracted by the DISTRICT requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the DISTRICT and will be added to the collection expenses and charged to the DISTRICT.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change

this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/11/25
RICK BARNES *DATE*
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR TARRANT REGIONAL WATER DISTRICT:

BY: Kathleen May 06/04/2025
DATE
TITLE: Finance Director
EMAIL: kathleen.may@trwd.com

FOR TARRANT COUNTY:

BY: _____
TIM O'HARE *DATE*
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 8/2/2025
*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

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STATE OF TEXAS §
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COUNTY OF TARRANT §

Agreement for Collection of Special Assessments

Agreement made this 10 day of July, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the Live Oak Creek Municipal Utility District No. 1 of Tarrant County hereinafter referred to as **DISTRICT**, whose address is 16000 North Dallas Parkway, Suite 350, Dallas, TX 75248.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the DISTRICT.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

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This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/11/25
RICK BARNES *DATE*
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR: LIVE OAK CREEK MUNICIPAL UTILITY DISTRICT NO. 1 OF TARRANT COUNTY:

BY: Grace Kennedy 7/10/25
DATE
TITLE: President
EMAIL: gracehollandll@gmail.com

FOR TARRANT COUNTY:

BY: _____
TIM O'HARE *DATE*
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:
BY: _____ 8/2/2025
*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

*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.

STATE OF TEXAS §
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COUNTY OF TARRANT §

Agreement for Collection of Special Assessments

Agreement made this 10 day of July, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the Far North Fort Worth Municipal Utility District No. 1 of Tarrant and Wise Counties hereinafter referred to as **DISTRICT,** whose address is 16000 North Dallas Parkway, Suite 350, Dallas, TX 75248.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the DISTRICT.

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If the amount of refunds processed for the DISTRICT exceeds collections for the DISTRICT, the DISTRICT will be placed in a negative status and no distributions will be made to the DISTRICT until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the DISTRICT'S jurisdiction. The proportional share is based upon the DISTRICT'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the DISTRICT is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the DISTRICT to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the DISTRICT and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.

DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the DISTRICT through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the DISTRICT.

If the delinquent collection Attorney contracted by the DISTRICT requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the DISTRICT and will be added to the collection expenses and charged to the DISTRICT.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

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XI.

TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out, and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) days' written notice, as outlined in paragraph XII.

XII.

NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change

this address by notice in accordance with this paragraph.

XIII.

MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/11/25
RICK BARNES *DATE*
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR: FAR NORTH FORT WORTH MUNICIPAL UTILITY DISTRICT NO. 1 OF TARRANT AND WISE COUNTIES:

BY: _____ 7/10/25
DATE
TITLE: President
EMAIL: maggie@dcp-re.com

FOR TARRANT COUNTY:

BY: _____
TIM O'HARE *DATE*
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 8/2/2025
*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this 8 day of July, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and Azle ISD hereinafter referred to as **SCHOOL**, whose address is 300 Roe Street, Azle, TX 76020.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the SCHOOL.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the SCHOOL has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All SCHOOL disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the SCHOOL on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the SCHOOL equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide Azle ISD the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, SCHOOL will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the SCHOOL by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the SCHOOL auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the SCHOOL auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the SCHOOL.

V.
TAX RATE REQUIREMENT

The SCHOOL will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the SCHOOL'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the SCHOOL. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by Azle ISD will be paid by Azle ISD.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the SCHOOL of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the SCHOOL shall be promptly transferred to the account of the SCHOOL at the SCHOOL'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the SCHOOL'S funds from the COUNTY Depository to the SCHOOL'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to Azle ISD due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The SCHOOL hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the SCHOOL during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the SCHOOL all interest or other earnings attributable to taxes owed to the SCHOOL. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the SCHOOL.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the SCHOOL of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for Azle ISD exceeds collections for Azle ISD, Azle ISD will be placed in a negative status and no distributions will be made to Azle ISD until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the SCHOOL'S jurisdiction. The proportional share is based upon the SCHOOL'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the SCHOOL is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the SCHOOL to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the SCHOOL and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the SCHOOL through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the SCHOOL.

If the delinquent collection Attorney contracted by the SCHOOL requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the SCHOOL and will be added to the collection expenses and charged to the SCHOOL.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed

to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/11/25
RICK BARNES ***DATE***
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR AZLE ISD:

BY: Summer Mathis 7/8/25
DATE

TITLE: CFO

EMAIL: Summer.mathis@azleisd.net

FOR TARRANT COUNTY:

BY: _____ _____
TIM O'HARE ***DATE***
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 8/2/2025
CRIMINAL DISTRICT ATTORNEY'S OFFICE* ***DATE***

*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.

STATE OF TEXAS §
§
§
COUNTY OF TARRANT §

Agreement for Collection of Taxes

Agreement made this 23 day of June, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the City of Pelican Bay hereinafter referred to as **CITY**, whose address is 1300 Pelican Circle, Pelican Bay, TX 76020.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the CITY.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the CITY has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All CITY disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the CITY on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the CITY equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the City of Pelican Bay the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, CITY will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the CITY by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the CITY auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the CITY auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the CITY.

V.
TAX RATE REQUIREMENT

The CITY will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the CITY'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the CITY. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by City of Pelican Bay will be paid by City of Pelican Bay.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the CITY of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the CITY shall be promptly transferred to the account of the CITY at the CITY'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the CITY'S funds from the COUNTY Depository to the CITY'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to City of Pelican Bay due to unforeseen or unanticipated circumstances.

VIII.

INVESTMENT OF FUNDS

The CITY hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the CITY during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the CITY all interest or other earnings attributable to taxes owed to the CITY. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the CITY.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the CITY of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for City of Pelican Bay exceeds collections for City of Pelican Bay, City of Pelican Bay will be placed in a negative status and no distributions will be made to City of Pelican Bay until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the CITY'S jurisdiction. The proportional share is based upon the CITY'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the CITY is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the CITY to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the CITY and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the CITY through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the CITY.

If the delinquent collection Attorney contracted by the CITY requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the CITY and will be added to the collection expenses and charged to the CITY.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed

to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 7/2/25
RICK BARNES ***DATE***
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR CITY OF PELICAN BAY:

BY: _____ 06/23/25
DATE

TITLE: Mayor

EMAIL: tolague@pelican

FOR TARRANT COUNTY:

BY: _____ _____
TIM O'HARE ***DATE***
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 7/9/2025
CRIMINAL DISTRICT ATTORNEY'S OFFICE* ***DATE***

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this 15th day of July, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the City of Saginaw hereinafter referred to as **CITY**, whose address is 333 West McLeroy Blvd., Saginaw, TX 76179.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the CITY.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the CITY has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All CITY disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the CITY on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the CITY equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the City of Saginaw the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, CITY will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the CITY by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the CITY auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the CITY auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the CITY.

V.
TAX RATE REQUIREMENT

The CITY will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the CITY'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the CITY. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by City of Saginaw will be paid by City of Saginaw.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the CITY of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the CITY shall be promptly transferred to the account of the CITY at the CITY'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the CITY'S funds from the COUNTY Depository to the CITY'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to City of Saginaw due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The CITY hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the CITY during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the CITY all interest or other earnings attributable to taxes owed to the CITY. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the CITY.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the CITY of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for City of Saginaw exceeds collections for City of Saginaw, City of Saginaw will be placed in a negative status and no distributions will be made to City of Saginaw until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the CITY'S jurisdiction. The proportional share is based upon the CITY'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the CITY is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the CITY to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the CITY and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the CITY through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the CITY.

If the delinquent collection Attorney contracted by the CITY requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the CITY and will be added to the collection expenses and charged to the CITY.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed

to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/11/25
RICK BARNES *DATE*
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR CITY OF SAGINAW:

BY: _____ 7-15-2025
DATE

TITLE: Todd Flippo, Mayor

EMAIL: tflippo@saginawtx.org

FOR TARRANT COUNTY:

BY: _____
TIM O'HARE *DATE*
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 8/2/2025
*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this 28 day of May, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the City of Southlake hereinafter referred to as **CITY**, whose address is 1400 Main St. Suite 270, Southlake, TX 76092.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the CITY.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the CITY has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All CITY disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the CITY on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the CITY equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the City of Southlake the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, CITY will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the CITY by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the CITY auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the CITY auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the CITY.

V.
TAX RATE REQUIREMENT

The CITY will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the CITY'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the CITY. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by City of Southlake will be paid by City of Southlake.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the CITY of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the CITY shall be promptly transferred to the account of the CITY at the CITY'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the CITY'S funds from the COUNTY Depository to the CITY'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to City of Southlake due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The CITY hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the CITY during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the CITY all interest or other earnings attributable to taxes owed to the CITY. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the CITY.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the CITY of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for City of Southlake exceeds collections for City of Southlake, City of Southlake will be placed in a negative status and no distributions will be made to City of Southlake until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the CITY'S jurisdiction. The proportional share is based upon the CITY'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the CITY is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the CITY to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the CITY and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the CITY through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the CITY.

If the delinquent collection Attorney contracted by the CITY requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the CITY and will be added to the collection expenses and charged to the CITY.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change

this address by notice in accordance with this paragraph.

XIII.

MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 7/2/25

RICK BARNES ***DATE***
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR CITY OF SOUTHLAKE:

BY: _____ 5/28/25

DATE

TITLE: CITY MANAGER

EMAIL: sjackson@cityofsouthlake.com

ATTEST:
AMY SHELLEY, TRMC
CITY SECRETARY

CITY OF SOUTHLAKE, TEXAS

FOR TARRANT COUNTY:

BY: _____ _____

TIM O'HARE ***DATE***
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 7/9/2025

CRIMINAL DISTRICT ATTORNEY'S OFFICE* ***DATE***

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this 10th day of June, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the City of Westworth Village hereinafter referred to as **CITY**, whose address is 311 Burton Hill Rd., Westworth Village, TX 76114.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the CITY.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the CITY has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All CITY disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the CITY on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the CITY equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the City of Westworth Village the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, CITY will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the CITY by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the CITY auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the CITY auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the CITY.

V.
TAX RATE REQUIREMENT

The CITY will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the CITY'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the CITY. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by City of Westworth Village will be paid by City of Westworth Village.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the CITY of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the CITY shall be promptly transferred to the account of the CITY at the CITY'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the CITY'S funds from the COUNTY Depository to the CITY'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to City of Westworth Village due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The CITY hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the CITY during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the CITY all interest or other earnings attributable to taxes owed to the CITY. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the CITY.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the CITY of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for City of Westworth Village exceeds collections for City of Westworth Village, City of Westworth Village will be placed in a negative status and no distributions will be made to City of Westworth Village until collections exceed the negative balance.

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In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the CITY is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the CITY to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the CITY and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the CITY through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the CITY.

If the delinquent collection Attorney contracted by the CITY requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the CITY and will be added to the collection expenses and charged to the CITY.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed

to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 7/2/25
RICK BARNES ***DATE***
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR CITY OF WESTWORTH VILLAGE:

BY: _____ 6/10/25
DATE
TITLE: Mayor L. Kelly Jones
EMAIL: mayorjones@cityofwestworth.com

FOR TARRANT COUNTY:

BY: _____
TIM O'HARE ***DATE***
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 7/9/2025
CRIMINAL DISTRICT ATTORNEY'S OFFICE* ***DATE***

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this 3 day of June, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the City of White Settlement hereinafter referred to as **CITY**, whose address is 214 Meadow Park Dr, White Settlement, TX 76108.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the CITY.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the CITY has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All CITY disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the CITY on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the CITY equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the City of White Settlement the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, CITY will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the CITY by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the CITY auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the CITY auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the CITY.

V.
TAX RATE REQUIREMENT

The CITY will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the CITY'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the CITY. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by City of White Settlement will be paid by City of White Settlement.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the CITY of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the CITY shall be promptly transferred to the account of the CITY at the CITY'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the CITY'S funds from the COUNTY Depository to the CITY'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to City of White Settlement due to unforeseen or unanticipated circumstances.

VIII.

INVESTMENT OF FUNDS

The CITY hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the CITY during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the CITY all interest or other earnings attributable to taxes owed to the CITY. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the CITY.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the CITY of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for City of White Settlement exceeds collections for City of White Settlement, City of White Settlement will be placed in a negative status and no distributions will be made to City of White Settlement until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the CITY'S jurisdiction. The proportional share is based upon the CITY'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the CITY is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the CITY to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the CITY and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the CITY through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the CITY.

If the delinquent collection Attorney contracted by the CITY requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the CITY and will be added to the collection expenses and charged to the CITY.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed

to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 7/2/25
DATE

RICK BARNES
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
***RDBarnes*@tarrantcountytx.gov**

FOR CITY OF WHITE SETTLEMENT:

BY: Taron _____ June 3, 2025
DATE

TITLE: Mayor

EMAIL: mayor@wstx.us

FOR TARRANT COUNTY:

BY: _____ _____
DATE

TIM O'HARE
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 7/9/2025
CRIMINAL DISTRICT ATTORNEY'S OFFICE* ***DATE***

*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.

STATE OF TEXAS §
§
§ **Agreement for Collection of Taxes**
COUNTY OF TARRANT §

Agreement made this 10 day of June, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and Crowley ISD hereinafter referred to as **SCHOOL**, whose address is 1900 Crowley Pride Drive, Crowley, TX 76036.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the SCHOOL.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the SCHOOL has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All SCHOOL disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the SCHOOL on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the SCHOOL equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide Crowley ISD the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, SCHOOL will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the SCHOOL by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the SCHOOL auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the SCHOOL auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the SCHOOL.

V.
TAX RATE REQUIREMENT

The SCHOOL will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the SCHOOL'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the SCHOOL. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by Crowley ISD will be paid by Crowley ISD.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the SCHOOL of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the SCHOOL shall be promptly transferred to the account of the SCHOOL at the SCHOOL'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the SCHOOL'S funds from the COUNTY Depository to the SCHOOL'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to Crowley ISD due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The SCHOOL hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the SCHOOL during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the SCHOOL all interest or other earnings attributable to taxes owed to the SCHOOL. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the SCHOOL.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the SCHOOL of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for Crowley ISD exceeds collections for Crowley ISD, Crowley ISD will be placed in a negative status and no distributions will be made to Crowley ISD until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the SCHOOL'S jurisdiction. The proportional share is based upon the SCHOOL'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the SCHOOL is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the SCHOOL to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the SCHOOL and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the SCHOOL through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the SCHOOL.

If the delinquent collection Attorney contracted by the SCHOOL requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the SCHOOL and will be added to the collection expenses and charged to the SCHOOL.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed

to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 7/2/25
DATE

RICK BARNES
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR CROWLEY ISD:

BY: _____ 6/10/2025
DATE

TITLE: CFO

EMAIL: leon.fisher@crowleyisd.tx.us

FOR TARRANT COUNTY:

BY: _____
DATE

TIM O'HARE
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 7/9/2025
CRIMINAL DISTRICT ATTORNEY'S OFFICE* ***DATE***

*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.

STATE OF TEXAS §
§
§
COUNTY OF TARRANT §

Agreement for Collection of Special Assessments

Agreement made this 21 day of July, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 East Weatherford Street, Fort Worth, Texas 76196-0301, and the Euless Midtown PID, hereinafter referred to as **Euless Midtown PID** whose address is 201 N. Ector Drive, Euless, TX 76039.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of special assessments levied by the Euless Midtown PID, in accordance with Chapter 372 of the Texas Local Government Code (the "Assessments").

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the assessments due and owing on property upon which the Euless Midtown PID has imposed said assessments. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives assessment roll and payment data; providing all necessary Assessments and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All Euless Midtown PID disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the Euless Midtown PID on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the Euless Midtown PID equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the Euless Midtown PID the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, the Euless Midtown PID will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the Euless Midtown PID by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the Euless Midtown PID auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the Euless Midtown PID auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the Euless Midtown PID.

V.
ASSESSMENT RATE REQUIREMENT

The Euless Midtown PID will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the Euless Midtown PID's current assessment rates and exemption schedules to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each contract year. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the assessment rates or the exemption schedules will be charged to and must be paid by the Euless Midtown PID. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by Euless Midtown PID will be paid by Euless Midtown PID.

The assessment rates and the exemption schedules, if any, for each of the last five (5) years in which an assessment was levied, or all prior years where there remains delinquent assessments, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the Euless Midtown PID of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the Euless Midtown PID shall be promptly transferred to the account of the Euless Midtown PID at the City's depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the Euless Midtown PID's funds from the COUNTY

Depository to the Euless Midtown PID's designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to Euless Midtown PID due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The Euless Midtown PID hereby agrees that the COUNTY, acting through the County Auditor, may invest collected assessment funds of the Euless Midtown PID during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the Euless Midtown PID all interest or other earnings attributable to taxes owed to the Euless Midtown PID. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the Euless Midtown PID.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the Euless Midtown PID of changes in the assessment rolls which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for Euless Midtown PID exceeds collections for Euless Midtown PID, Euless Midtown PID will be placed in a negative status and no distributions will be made to Euless Midtown PID until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three (3) years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the Euless Midtown PID's jurisdiction. The proportional share is based upon the Euless Midtown PID's percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of assessments provided for in this agreement to which the Euless Midtown PID is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the Euless Midtown PID to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by the ASSESSOR/COLLECTOR on behalf of the Euless Midtown PID and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the Euless Midtown PID through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Euless Midtown PID for compensation to a firm under contract to the City.

If the delinquent collection Attorney contracted by the Euless Midtown PID requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the Euless Midtown PID and will be added to the collection expenses and charged to the Euless Midtown PID.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.

MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/11/25

RICK BARNES ***DATE***
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR EULESS MIDTOWN PID:

BY: _____ 7-21-25

DATE

TITLE: City Manager

EMAIL: cbarker@eulesstx.gov

FOR TARRANT COUNTY:

BY: _____ _____

TIM O'HARE ***DATE***
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 8/12/2025

CRIMINAL DISTRICT ATTORNEY'S OFFICE* ***DATE***

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this 9th day of June, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and Hurst-Euless-Bedford ISD hereinafter referred to as **SCHOOL**, whose address is 1849 Central Drive, Bedford, TX 76022.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the SCHOOL.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the SCHOOL has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All SCHOOL disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the SCHOOL on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the SCHOOL equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide Hurst-Euless-Bedford ISD the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, SCHOOL will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the SCHOOL by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the SCHOOL auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the SCHOOL auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the SCHOOL.

V.
TAX RATE REQUIREMENT

The SCHOOL will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the SCHOOL'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the SCHOOL. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by Hurst-Euless-Bedford ISD will be paid by Hurst-Euless-Bedford ISD.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the SCHOOL of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the SCHOOL shall be promptly transferred to the account of the SCHOOL at the SCHOOL'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the SCHOOL'S funds from the COUNTY Depository to the SCHOOL'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to Hurst-Euless-Bedford ISD due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The SCHOOL hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the SCHOOL during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the SCHOOL all interest or other earnings attributable to taxes owed to the SCHOOL. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the SCHOOL.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the SCHOOL of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for Hurst-Euless-Bedford ISD exceeds collections for Hurst-Euless-Bedford ISD, Hurst-Euless-Bedford ISD will be placed in a negative status and no distributions will be made to Hurst-Euless-Bedford ISD until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the SCHOOL'S jurisdiction. The proportional share is based upon the SCHOOL'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the SCHOOL is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the SCHOOL to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the SCHOOL and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the SCHOOL through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the SCHOOL.

If the delinquent collection Attorney contracted by the SCHOOL requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the SCHOOL and will be added to the collection expenses and charged to the SCHOOL.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal

delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/11/25
RICK BARNES *DATE*
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR HURST-EULESS-BEDFORD ISD:

BY: _____ 6/23/25
DATE
TITLE: Deputy Superintendent Business Operations
EMAIL: debie.williams@hebisd.edu

FOR TARRANT COUNTY:

BY: _____
TIM O'HARE *DATE*
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 8/2/2025
*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

*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.

STATE OF TEXAS §
§
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this 30 day of June, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and Kennedale ISD hereinafter referred to as **SCHOOL**, whose address is 120 West Kennedale Parkway, Kennedale, TX 76060.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the SCHOOL.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the SCHOOL has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All SCHOOL disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the SCHOOL on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the SCHOOL equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide Kennedale ISD the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, SCHOOL will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the SCHOOL by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the SCHOOL auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the SCHOOL auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the SCHOOL.

V.
TAX RATE REQUIREMENT

The SCHOOL will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the SCHOOL'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the SCHOOL. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by Kennedale ISD will be paid by Kennedale ISD.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the SCHOOL of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the SCHOOL shall be promptly transferred to the account of the SCHOOL at the SCHOOL'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the SCHOOL'S funds from the COUNTY Depository to the SCHOOL'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to Kennedale ISD due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The SCHOOL hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the SCHOOL during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the SCHOOL all interest or other earnings attributable to taxes owed to the SCHOOL. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the SCHOOL.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the SCHOOL of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for Kennedale ISD exceeds collections for Kennedale ISD, Kennedale ISD will be placed in a negative status and no distributions will be made to Kennedale ISD until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the SCHOOL'S jurisdiction. The proportional share is based upon the SCHOOL'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the SCHOOL is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the SCHOOL to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the SCHOOL and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the SCHOOL through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the SCHOOL.

If the delinquent collection Attorney contracted by the SCHOOL requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the SCHOOL and will be added to the collection expenses and charged to the SCHOOL.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal

delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/11/25
RICK BARNES *DATE*
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR KENNEDALE ISD:

BY: _____ 6-30-2025
DATE

TITLE: Superintendent

EMAIL: gcec@kisdtx.net

FOR TARRANT COUNTY:

BY: _____
TIM O'HARE *DATE*
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 8/2/2025
*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

*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.

STATE OF TEXAS §
§
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this 28 day of May, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and Mansfield ISD hereinafter referred to as **SCHOOL**, whose address is 605 East Broad St, Mansfield, TX 76063.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the SCHOOL.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the SCHOOL has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All SCHOOL disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the SCHOOL on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the SCHOOL equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide Mansfield ISD the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, SCHOOL will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the SCHOOL by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the SCHOOL auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the SCHOOL auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the SCHOOL.

V.
TAX RATE REQUIREMENT

The SCHOOL will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the SCHOOL'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the SCHOOL. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by Mansfield ISD will be paid by Mansfield ISD.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the SCHOOL of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the SCHOOL shall be promptly transferred to the account of the SCHOOL at the SCHOOL'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the SCHOOL'S funds from the COUNTY Depository to the SCHOOL'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to Mansfield ISD due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The SCHOOL hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the SCHOOL during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the SCHOOL all interest or other earnings attributable to taxes owed to the SCHOOL. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the SCHOOL.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the SCHOOL of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for Mansfield ISD exceeds collections for Mansfield ISD, Mansfield ISD will be placed in a negative status and no distributions will be made to Mansfield ISD until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the SCHOOL'S jurisdiction. The proportional share is based upon the SCHOOL'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the SCHOOL is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the SCHOOL to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the SCHOOL and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the SCHOOL through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the SCHOOL.

If the delinquent collection Attorney contracted by the SCHOOL requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the SCHOOL and will be added to the collection expenses and charged to the SCHOOL.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed

to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 7/2/25
RICK BARNES ***DATE***
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR MANSFIELD ISD:

BY: Kimberley Cantu 5.28.25
DATE

TITLE: ***Superintendent***

EMAIL: ***KimberleyCantu@misdmail.org***

FOR TARRANT COUNTY:

BY: _____
TIM O'HARE ***DATE***
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 7/9/2025
CRIMINAL DISTRICT ATTORNEY'S OFFICE* ***DATE***

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this 18 day of June, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the Tarrant County Emergency Services District #1 hereinafter referred to as **DISTRICT**, whose address is 2750 Premier St., Fort Worth, TX 76111.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the DISTRICT.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the DISTRICT has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All DISTRICT disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the DISTRICT on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the DISTRICT equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the Tarrant County Emergency Services District #1 the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, the DISTRICT will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the DISTRICT by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the DISTRICT auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the DISTRICT auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the DISTRICT.

V.
TAX RATE REQUIREMENT

The DISTRICT will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the DISTRICT'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the DISTRICT. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by DISTRICT will be paid by DISTRICT.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the DISTRICT of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the DISTRICT shall be promptly transferred to the account of the DISTRICT at the DISTRICT'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the DISTRICT'S funds from the COUNTY Depository to the DISTRICT'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to the DISTRICT due to unforeseen or unanticipated circumstances.

VIII.

INVESTMENT OF FUNDS

The DISTRICT hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the DISTRICT during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the DISTRICT all interest or other earnings attributable to taxes owed to the DISTRICT. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the DISTRICT.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the DISTRICT of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for the DISTRICT exceeds collections for the DISTRICT, the DISTRICT will be placed in a negative status and no distributions will be made to the DISTRICT until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the DISTRICT'S jurisdiction. The proportional share is based upon the DISTRICT'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the DISTRICT is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the DISTRICT to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the DISTRICT and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the DISTRICT through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the DISTRICT.

If the delinquent collection Attorney contracted by the DISTRICT requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the DISTRICT and will be added to the collection expenses and charged to the DISTRICT.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed

to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change

this address by notice in accordance with this paragraph.

XIII.

MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 7/2/25
DATE

RICK BARNES
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR TARRANT COUNTY EMERGENCY SERVICES DISTRICT #1:

BY: _____ 06-18-25
DATE

TITLE: PRESIDENT

EMAIL: DONNIE.DAVIS@TARRANTESD1.ORG

FOR TARRANT COUNTY:

BY: _____ _____
DATE

TIM O'HARE
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 7/9/2025
CRIMINAL DISTRICT ATTORNEY'S OFFICE* ***DATE***

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this 6 day of June, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the Town of Lakeside hereinafter referred to as **TOWN**, whose address is 9830 Confederate Park Road, Lakeside, TX 76108.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the TOWN.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the TOWN has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All TOWN disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the TOWN on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the TOWN equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the Town of Lakeside the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, the TOWN will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the TOWN by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the TOWN auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the TOWN auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the TOWN.

V.
TAX RATE REQUIREMENT

The TOWN will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the TOWN'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the TOWN. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by Town of Lakeside will be paid by Town of Lakeside.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the TOWN of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the TOWN shall be promptly transferred to the account of the TOWN at the TOWN'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the TOWN'S funds from the COUNTY Depository to the TOWN'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to Town of Lakeside due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The TOWN hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the TOWN during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the TOWN all interest or other earnings attributable to taxes owed to the TOWN. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the TOWN.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the TOWN of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for Town of Lakeside exceeds collections for Town of Lakeside, Town of Lakeside will be placed in a negative status and no distributions will be made to Town of Lakeside until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the TOWN'S jurisdiction. The proportional share is based upon the TOWN'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the TOWN is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the TOWN to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the TOWN and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the TOWN through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the TOWN.

If the delinquent collection Attorney contracted by the TOWN requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the TOWN and will be added to the collection expenses and charged to the TOWN.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed

to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 7/2/25
RICK BARNES *DATE*
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR TOWN OF LAKESIDE:

BY: _____ 6/5/2025
DATE
TITLE: Town Administrator
EMAIL: NCRAVEN@LAKESIDETEXAS.US

FOR TARRANT COUNTY:

BY: _____
TIM O'HARE *DATE*
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 7/9/2025
*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

TOWN OF LAKESIDE TOWN SEAL CITY SECRETARY TEXAS

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this 17th day of June, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the Town of Westlake hereinafter referred to as **TOWN**, whose address is 1500 Solana Boulevard Bldg 7, Suite 7200, Westlake, TX 76262.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the TOWN.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the TOWN has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All TOWN disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the TOWN on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the TOWN equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the Town of Westlake the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, the TOWN will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the TOWN by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the TOWN auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the TOWN auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the TOWN.

V.
TAX RATE REQUIREMENT

The TOWN will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the TOWN'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the TOWN. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by Town of Westlake will be paid by Town of Westlake.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the TOWN of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the TOWN shall be promptly transferred to the account of the TOWN at the TOWN'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the TOWN'S funds from the COUNTY Depository to the TOWN'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to Town of Westlake due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The TOWN hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the TOWN during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the TOWN all interest or other earnings attributable to taxes owed to the TOWN. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the TOWN.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the TOWN of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for Town of Westlake exceeds collections for Town of Westlake, Town of Westlake will be placed in a negative status and no distributions will be made to Town of Westlake until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the TOWN'S jurisdiction. The proportional share is based upon the TOWN'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the TOWN is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the TOWN to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the TOWN and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the TOWN through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the TOWN.

If the delinquent collection Attorney contracted by the TOWN requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the TOWN and will be added to the collection expenses and charged to the TOWN.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal

delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 7/2/25
RICK BARNES *DATE*
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR TOWN OF WESTLAKE:

BY: _____ 6-17-2025
DATE
TITLE: MAYOR Kim Greaves
EMAIL: Kgreaves@westlaketx.gov

FOR TARRANT COUNTY:

BY: _____ _____
TIM O'HARE *DATE*
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 7/9/2025
*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this _____day of_____, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and White Settlement ISD hereinafter referred to as **SCHOOL**, whose address is 8224 White Settlement Road, White Settlement, TX 76108.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the SCHOOL.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the SCHOOL has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All SCHOOL disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the SCHOOL on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the SCHOOL equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide White Settlement ISD the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, SCHOOL will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the SCHOOL by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the SCHOOL auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the SCHOOL auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the SCHOOL.

V.
TAX RATE REQUIREMENT

The SCHOOL will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the SCHOOL'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the SCHOOL. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by White Settlement ISD will be paid by White Settlement ISD.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the SCHOOL of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the SCHOOL shall be promptly transferred to the account of the SCHOOL at the SCHOOL'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the SCHOOL'S funds from the COUNTY Depository to the SCHOOL'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to White Settlement ISD due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The SCHOOL hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the SCHOOL during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the SCHOOL all interest or other earnings attributable to taxes owed to the SCHOOL. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the SCHOOL.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the SCHOOL of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for White Settlement ISD exceeds collections for White Settlement ISD, White Settlement ISD will be placed in a negative status and no distributions will be made to White Settlement ISD until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the SCHOOL'S jurisdiction. The proportional share is based upon the SCHOOL'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the SCHOOL is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the SCHOOL to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the SCHOOL and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the SCHOOL through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the SCHOOL.

If the delinquent collection Attorney contracted by the SCHOOL requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the SCHOOL and will be added to the collection expenses and charged to the SCHOOL.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal

delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/11/25
DATE

RICK BARNES
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR WHITE SETTLEMENT ISD:

BY: _____ 10/25/25
DATE

TITLE: Superintendent

EMAIL: FMolinar@wsisd.net

FOR TARRANT COUNTY:

BY: _____
DATE

TIM O'HARE
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 8/2/2025
*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this 18 day of June, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the City of Lake Worth hereinafter referred to as **CITY**, whose address is 3805 Adam Grubb, Lake Worth, TX 76135.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the CITY.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the CITY has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All CITY disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the CITY on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the CITY equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the City of Lake Worth the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, CITY will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the CITY by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the CITY auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the CITY auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the CITY.

V.
TAX RATE REQUIREMENT

The CITY will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the CITY'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the CITY. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by City of Lake Worth will be paid by City of Lake Worth.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the CITY of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the CITY shall be promptly transferred to the account of the CITY at the CITY'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the CITY'S funds from the COUNTY Depository to the CITY'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to City of Lake Worth due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The CITY hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the CITY during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the CITY all interest or other earnings attributable to taxes owed to the CITY. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the CITY.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the CITY of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for City of Lake Worth exceeds collections for City of Lake Worth, City of Lake Worth will be placed in a negative status and no distributions will be made to City of Lake Worth until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the CITY'S jurisdiction. The proportional share is based upon the CITY'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the CITY is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the CITY to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the CITY and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the CITY through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the CITY.

If the delinquent collection Attorney contracted by the CITY requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the CITY and will be added to the collection expenses and charged to the CITY.

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XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed

to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ _____
RICK BARNES *DATE*
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR CITY OF LAKE WORTH:

BY: _____ _____
Stacey Almond *DATE*
TITLE: City Manager

EMAIL: salmond@lakeworthtx.org

FOR TARRANT COUNTY:

BY: _____ _____
TIM O'HARE *DATE*
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ _____
*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this 12th day of June, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the City of Hurst hereinafter referred to as **CITY**, whose address is 1505 Precinct Line Rd, Hurst, TX 76054.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the CITY.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the CITY has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All CITY disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the CITY on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the CITY equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the City of Hurst the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, CITY will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the CITY by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the CITY auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the CITY auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the CITY.

V.
TAX RATE REQUIREMENT

The CITY will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the CITY'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the CITY. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by City of Hurst will be paid by City of Hurst.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the CITY of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the CITY shall be promptly transferred to the account of the CITY at the CITY'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the CITY'S funds from the COUNTY Depository to the CITY'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to City of Hurst due to unforeseen or unanticipated circumstances.

VIII.

INVESTMENT OF FUNDS

The CITY hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the CITY during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the CITY all interest or other earnings attributable to taxes owed to the CITY. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the CITY.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the CITY of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for City of Hurst exceeds collections for City of Hurst, City of Hurst will be placed in a negative status and no distributions will be made to City of Hurst until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the CITY'S jurisdiction. The proportional share is based upon the CITY'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the CITY is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the CITY to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the CITY and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the CITY through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the CITY.

If the delinquent collection Attorney contracted by the CITY requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the CITY and will be added to the collection expenses and charged to the CITY.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change

this address by notice in accordance with this paragraph.

XIII.

MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 7/2/25
RICK BARNES ***DATE***
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR CITY OF HURST:

BY: _____ 6-12-25
DATE

TITLE: City Manager

EMAIL: ccarruthers@hursttx.gov

FOR TARRANT COUNTY:

BY: _____
TIM O'HARE ***DATE***
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 7/9/25
CRIMINAL DISTRICT ATTORNEY'S OFFICE* ***DATE***

*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.

STATE OF TEXAS §
§
§
COUNTY OF TARRANT §

Agreement for Collection of Taxes

Agreement made this 11 day of June, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the City of Haltom City hereinafter referred to as **CITY**, whose address is 4801 Haltom Rd., Haltom City, TX 76117.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the CITY.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the CITY has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All CITY disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the CITY on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the CITY equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the City of Haltom City the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, CITY will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the CITY by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the CITY auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the CITY auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the CITY.

V.
TAX RATE REQUIREMENT

The CITY will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the CITY'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the CITY. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by City of Haltom City will be paid by City of Haltom City.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the CITY of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the CITY shall be promptly transferred to the account of the CITY at the CITY'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the CITY'S funds from the COUNTY Depository to the CITY'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to City of Haltom City due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The CITY hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the CITY during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the CITY all interest or other earnings attributable to taxes owed to the CITY. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the CITY.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the CITY of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for City of Haltom City exceeds collections for City of Haltom City, City of Haltom City will be placed in a negative status and no distributions will be made to City of Haltom City until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the CITY'S jurisdiction. The proportional share is based upon the CITY'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the CITY is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the CITY to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the CITY and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the CITY through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the CITY.

If the delinquent collection Attorney contracted by the CITY requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the CITY and will be added to the collection expenses and charged to the CITY.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed

to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 7/2/25
RICK BARNES *DATE*
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR CITY OF HALTOM CITY:

BY: _____ 6-11-25
DATE

TITLE: CITY MANAGER

EMAIL: rphelps@haltomcity-tx.com

FOR TARRANT COUNTY:

BY: _____
TIM O'HARE *DATE*
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 7/9/2025
*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this 2 day of June, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the City of Euless hereinafter referred to as **CITY**, whose address is 201 N. Ector Dr., Euless, TX 76039.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the CITY.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the CITY has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All CITY disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the CITY on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the CITY equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the City of Euless the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, CITY will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the CITY by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the CITY auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the CITY auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the CITY.

V.
TAX RATE REQUIREMENT

The CITY will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the CITY'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the CITY. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by City of Euless will be paid by City of Euless.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the CITY of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the CITY shall be promptly transferred to the account of the CITY at the CITY'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the CITY'S funds from the COUNTY Depository to the CITY'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to City of Euless due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The CITY hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the CITY during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the CITY all interest or other earnings attributable to taxes owed to the CITY. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the CITY.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the CITY of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for City of Euless exceeds collections for City of Euless, City of Euless will be placed in a negative status and no distributions will be made to City of Euless until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the CITY'S jurisdiction. The proportional share is based upon the CITY'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the CITY is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the CITY to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the CITY and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the CITY through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the CITY.

If the delinquent collection Attorney contracted by the CITY requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the CITY and will be added to the collection expenses and charged to the CITY.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed

to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 7/2/25
RICK BARNES *DATE*
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR CITY OF EULESS:

BY: _____ 6/2/25
DATE
TITLE: City Manager
EMAIL: cbarker@eulesstx.gov

FOR TARRANT COUNTY:

BY: _____ _____
TIM O'HARE *DATE*
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 7/9/2025
*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this 2 day of June, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the City of Blue Mound hereinafter referred to as **CITY**, whose address is 301 S Blue Mound Rd, Blue Mound, TX 76131.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the CITY.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the CITY has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All CITY disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the CITY on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the CITY equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the City of Blue Mound the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, CITY will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the CITY by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the CITY auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the CITY auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the CITY.

V.
TAX RATE REQUIREMENT

The CITY will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the CITY'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the CITY. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by City of Blue Mound will be paid by City of Blue Mound.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the CITY of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the CITY shall be promptly transferred to the account of the CITY at the CITY'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the CITY'S funds from the COUNTY Depository to the CITY'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to City of Blue Mound due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The CITY hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the CITY during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the CITY all interest or other earnings attributable to taxes owed to the CITY. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the CITY.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the CITY of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for City of Blue Mound exceeds collections for City of Blue Mound, City of Blue Mound will be placed in a negative status and no distributions will be made to City of Blue Mound until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the CITY'S jurisdiction. The proportional share is based upon the CITY'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the CITY is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the CITY to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the CITY and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the CITY through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the CITY.

If the delinquent collection Attorney contracted by the CITY requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the CITY and will be added to the collection expenses and charged to the CITY.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal

delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 7/2/25
RICK BARNES *DATE*
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR CITY OF BLUE MOUND:

BY: _____ 6/2/2025
DATE
TITLE: City Administrator / Public Works Dir.
EMAIL: SDENSMORE@bluemound Texas.us

FOR TARRANT COUNTY:

BY: _____ _____
TIM O'HARE *DATE*
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 7/9/2025
*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this 29th day of MAY, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the City of Benbrook hereinafter referred to as **CITY**, whose address is 911 Winscott Road, Benbrook, TX 76126.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the CITY.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the CITY has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All CITY disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the CITY on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the CITY equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the City of Benbrook the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, CITY will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the CITY by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the City auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the CITY auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the CITY.

V.
TAX RATE REQUIREMENT

The CITY will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the CITY'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the CITY. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by City of Benbrook will be paid by City of Benbrook.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the CITY of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the CITY shall be promptly transferred to the account of the CITY at the CITY'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the CITY'S funds from the COUNTY Depository to the CITY'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to City of Benbrook due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The CITY hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the CITY during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the CITY all interest or other earnings attributable to taxes owed to the CITY. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the CITY.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the CITY of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for City of Benbrook exceeds collections for City of Benbrook, City of Benbrook will be placed in a negative status and no distributions will be made to City of Benbrook until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the CITY'S jurisdiction. The proportional share is based upon the CITY'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the CITY is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the CITY to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the CITY and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the CITY through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the CITY.

If the delinquent collection Attorney contracted by the CITY requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the CITY and will be added to the collection expenses and charged to the CITY.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal

delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 7/2/25
RICK BARNES *DATE*
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR CITY OF BENBROOK:

BY: _____ 5/29/25
DATE

TITLE: MAYOR

EMAIL: MAYOR@BENBROOK-TX.GOV

FOR TARRANT COUNTY:

BY: _____
TIM O'HARE *DATE*
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 7/9/2025
*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this 4th day of June, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the City of Azle hereinafter referred to as **CITY**, whose address is 505 W. Main St., Azle, TX 76020.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the CITY.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the CITY has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All CITY disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the CITY on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the CITY equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the City of Azle the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, CITY will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the CITY by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the CITY auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the CITY auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the CITY.

V.
TAX RATE REQUIREMENT

The CITY will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the CITY'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the CITY. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by City of Azle will be paid by City of Azle.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the CITY of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the CITY shall be promptly transferred to the account of the CITY at the CITY'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the CITY'S funds from the COUNTY Depository to the CITY'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to City of Azle due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The CITY hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the CITY during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the CITY all interest or other earnings attributable to taxes owed to the CITY. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the CITY.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the CITY of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for City of Azle exceeds collections for City of Azle, City of Azle will be placed in a negative status and no distributions will be made to City of Azle until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the CITY'S jurisdiction. The proportional share is based upon the CITY'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the CITY is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the CITY to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the CITY and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the CITY through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the CITY.

If the delinquent collection Attorney contracted by the CITY requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the CITY and will be added to the collection expenses and charged to the CITY.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal

delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 7/2/25
RICK BARNES ***DATE***
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR CITY OF AZLE:

BY: Stephen Barnes 6-4-2025
DATE
TITLE: Finance Director
EMAIL: Sbarnes@cityofazle.org

FOR TARRANT COUNTY:

BY: _____ _____
TIM O'HARE ***DATE***
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 7/9/2025
CRIMINAL DISTRICT ATTORNEY'S OFFICE* ***DATE***

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this 23rd day of JUNE, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and Carroll ISD hereinafter referred to as **SCHOOL**, whose address is 2400 North Carroll Ave., Southlake, TX 76092.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the SCHOOL.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the SCHOOL has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All SCHOOL disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the SCHOOL on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the SCHOOL equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide Carroll ISD the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, SCHOOL will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the SCHOOL by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the SCHOOL auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the SCHOOL auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the SCHOOL.

V.
TAX RATE REQUIREMENT

The SCHOOL will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the SCHOOL'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the SCHOOL. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by Carroll ISD will be paid by Carroll ISD.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the SCHOOL of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the SCHOOL shall be promptly transferred to the account of the SCHOOL at the SCHOOL'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the SCHOOL'S funds from the COUNTY Depository to the SCHOOL'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to Carroll ISD due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The SCHOOL hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the SCHOOL during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the SCHOOL all interest or other earnings attributable to taxes owed to the SCHOOL. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the SCHOOL.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the SCHOOL of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for Carroll ISD exceeds collections for Carroll ISD, Carroll ISD will be placed in a negative status and no distributions will be made to Carroll ISD until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the SCHOOL'S jurisdiction. The proportional share is based upon the SCHOOL'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the SCHOOL is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the SCHOOL to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the SCHOOL and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the SCHOOL through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the SCHOOL.

If the delinquent collection Attorney contracted by the SCHOOL requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the SCHOOL and will be added to the collection expenses and charged to the SCHOOL.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed

to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ _____
RICK BARNES ***DATE***
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR CARROLL ISD:

BY: _____ _____
DATE

TITLE: _____

EMAIL: _____

FOR TARRANT COUNTY:

BY: _____ _____
TIM O'HARE ***DATE***
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ _____
CRIMINAL DISTRICT ATTORNEY'S OFFICE* ***DATE***

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this 9 day of June, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the City of Richland Hills hereinafter referred to as **CITY**, whose address is 3200 Diana Dr, Richland Hills, TX 76118.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the CITY.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the CITY has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All CITY disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the CITY on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the CITY equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the City of Richland Hills the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
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COMPENSATION

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IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the CITY auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the CITY auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the CITY.

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The CITY will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the CITY'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the CITY. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by City of Richland Hills will be paid by City of Richland Hills.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

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VII.
DEPOSIT OF FUNDS

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VIII.

INVESTMENT OF FUNDS

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If the amount of refunds processed for City of Richland Hills exceeds collections for City of Richland Hills, City of Richland Hills will be placed in a negative status and no distributions will be made to City of Richland Hills until collections exceed the negative balance.

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DELINQUENT COLLECTIONS

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to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

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MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 7/2/25
DATE

RICK BARNES
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR CITY OF RICHLAND HILLS:

BY: Candice Edmondson 6-9-2025
DATE

TITLE: City Manager

EMAIL: cedmondson@richlandhills.com

FOR TARRANT COUNTY:

BY: _____ _____
DATE

TIM O'HARE
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 7/9/2025
*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

*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.

STATE OF TEXAS §
§
§
COUNTY OF TARRANT §

Agreement for Collection of Taxes

Agreement made this _____day of_____, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and Arlington ISD hereinafter referred to as **SCHOOL**, whose address is 690 East Lamar Blvd., Arlington, TX 76011.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the SCHOOL.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.

SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the SCHOOL has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All SCHOOL disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the SCHOOL on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the SCHOOL equals at least one hundred dollars ($100.00), or at the close of the month.

II.

REPORTS

The ASSESSOR/COLLECTOR will provide Arlington ISD the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, SCHOOL will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the SCHOOL by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the SCHOOL auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the SCHOOL auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the SCHOOL.

V.
TAX RATE REQUIREMENT

The SCHOOL will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the SCHOOL'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the SCHOOL. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by Arlington ISD will be paid by Arlington ISD.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the SCHOOL of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the SCHOOL shall be promptly transferred to the account of the SCHOOL at the SCHOOL'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the SCHOOL'S funds from the COUNTY Depository to the SCHOOL'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to Arlington ISD due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The SCHOOL hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the SCHOOL during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the SCHOOL all interest or other earnings attributable to taxes owed to the SCHOOL. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the SCHOOL.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the SCHOOL of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for Arlington ISD exceeds collections for Arlington ISD, Arlington ISD will be placed in a negative status and no distributions will be made to Arlington ISD until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the SCHOOL'S jurisdiction. The proportional share is based upon the SCHOOL'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the SCHOOL is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the SCHOOL to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the SCHOOL and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the SCHOOL through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the SCHOOL.

If the delinquent collection Attorney contracted by the SCHOOL requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the SCHOOL and will be added to the collection expenses and charged to the SCHOOL.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed

to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 9/3/25
RICK BARNES ***DATE***
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR ARLINGTON ISD:

BY: _____ 8/18/25
DATE

TITLE: Superintendent

EMAIL: MSmith32@aisd.net

FOR TARRANT COUNTY:

BY: _____
TIM O'HARE ***DATE***
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 9/4/2025
CRIMINAL DISTRICT ATTORNEY'S OFFICE* ***DATE***

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this 24 day of July, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and Birdville ISD hereinafter referred to as **SCHOOL**, whose address is 6125 East Belknap Street, Haltom City, TX 76117.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the SCHOOL.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

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SERVICES TO BE PERFORMED

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This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/29/25
RICK BARNES *DATE*
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR BIRDVILLE ISD:

BY: Ralph Rumbley 7-24-25
DATE

TITLE: Board President

EMAIL: Katie.bowman@birdville schools.net

FOR TARRANT COUNTY:

BY: _____ _____
TIM O'HARE *DATE*
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 9/4/2025
*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

*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.

STATE OF TEXAS §
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PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the CITY.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

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The ASSESSOR/COLLECTOR will provide to the CITY auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the CITY auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the CITY.

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The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

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If the amount of refunds processed for City of Arlington exceeds collections for City of Arlington, City of Arlington will be placed in a negative status and no distributions will be made to City of Arlington until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the CITY'S jurisdiction. The proportional share is based upon the CITY'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the CITY is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the CITY to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the CITY and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the CITY through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the CITY.

If the delinquent collection Attorney contracted by the CITY requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the CITY and will be added to the collection expenses and charged to the CITY.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed

to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/29/25
RICK BARNES *DATE*
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

APPROVED AS TO FORM:
MOLLY SHORTALL, City Attorney
BY: _____

FOR CITY OF ARLINGTON:

BY: _____ 8/14/2025
DATE
TITLE: City Manager
EMAIL: trey.yelverton@arlingtontx.gov

Attest:
_____
Alex Busken, City Secretary

FOR TARRANT COUNTY:

BY: _____
TIM O'HARE *DATE*
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 9/4/2025
*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

*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.

APPROVED AS TO FORM:
MOLLY SHORTALL, City Attorney
BY: _____

STATE OF TEXAS §
§ **Agreement for Collection of Special Assessments**
§
COUNTY OF TARRANT §

Agreement made this 14th day of August, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 East Weatherford Street, Fort Worth, Texas 76196-0301, and the Westlake Entrada PID, hereinafter referred to as **WESTLAKE ENTRADA PID** whose address is 1500 Solana Blvd, Bldg 7, Ste# 7200, Westlake, TX 76262.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of special assessments levied by the WESTLAKE ENTRADA PID, in accordance with Chapter 372 of the Texas Local Government Code (the "Assessments").

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the assessments due and owing on property upon which the WESTLAKE ENTRADA PID has imposed said assessments. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives assessment roll and payment data; providing all necessary Assessments and Truth in Taxation calculations as required; the transmittal of assessment statements via the U.S. Mail or electronic transfer of data; and payment processing. All WESTLAKE ENTRADA PID disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the WESTLAKE ENTRADA PID on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the WESTLAKE ENTRADA PID equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the WESTLAKE ENTRADA PID the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, the WESTLAKE ENTRADA PID will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the WESTLAKE ENTRADA PID by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the WESTLAKE ENTRADA PID auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the WESTLAKE ENTRADA PID auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the WESTLAKE ENTRADA PID.

V.
ASSESSMENT RATE REQUIREMENT

The WESTLAKE ENTRADA PID will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the WESTLAKE ENTRADA PID'S current assessment rates and exemption schedules to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each contract year. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the assessment rates or the exemption schedules will be charged to and must be paid by the WESTLAKE ENTRADA PID. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by WESTLAKE ENTRADA PID will be paid by WESTLAKE ENTRADA PID.

The assessment rates and the exemption schedules, if any, for each of the last five (5) years in which an assessment was levied, or all prior years where there remains delinquent assessments, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the WESTLAKE ENTRADA PID of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the WESTLAKE ENTRADA PID shall be promptly transferred to the account of the WESTLAKE ENTRADA PID at the Town's depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the WESTLAKE ENTRADA PID'S funds from the COUNTY Depository to the WESTLAKE ENTRADA PID'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to WESTLAKE ENTRADA PID due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The WESTLAKE ENTRADA PID hereby agrees that the COUNTY, acting through the County Auditor, may invest collected assessment funds of the WESTLAKE ENTRADA PID during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the WESTLAKE ENTRADA PID all interest or other earnings attributable to taxes owed to the WESTLAKE ENTRADA PID. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the WESTLAKE ENTRADA PID.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the WESTLAKE ENTRADA PID of changes in the assessment rolls which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for WESTLAKE ENTRADA PID exceeds collections for WESTLAKE ENTRADA PID, WESTLAKE ENTRADA PID will be placed in a negative status and no distributions will be made to WESTLAKE ENTRADA PID until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three (3) years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the WESTLAKE ENTRADA PID'S jurisdiction. The proportional share is based upon the WESTLAKE ENTRADA PID'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of assessments provided for in this agreement to which the WESTLAKE ENTRADA PID is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the WESTLAKE ENTRADA PID to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by the ASSESSOR/COLLECTOR on behalf of the WESTLAKE ENTRADA PID and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the WESTLAKE ENTRADA PID through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the WESTLAKE ENTRADA PID for compensation to a firm under contract to the City.

If the delinquent collection Attorney contracted by the WESTLAKE ENTRADA PID requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the WESTLAKE ENTRADA PID and will be added to the collection expenses and charged to the WESTLAKE ENTRADA PID.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.

NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.

MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 9/3/25

RICK BARNES *DATE*
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR THE WESTLAKE ENTRADA PID:

BY: _____ 8/14/25

DATE

TITLE: Director of Finance

EMAIL: claylamas@westlaketx.gov

FOR TARRANT COUNTY:

BY: _____

TIM O'HARE *DATE*
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 9/4/2025

*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Special Assessments**
§
COUNTY OF TARRANT §

Agreement made this 23rd day of July, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the Karis MMD hereinafter referred to as **DISTRICT**, whose address is 4514 Cole Avenue, Ste 1450, Dallas, TX 75205.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the DISTRICT.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the DISTRICT has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All DISTRICT disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the DISTRICT on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the DISTRICT equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the DISTRICT the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, the DISTRICT will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the DISTRICT by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the DISTRICT auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the DISTRICT auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the DISTRICT.

V.
TAX RATE REQUIREMENT

The DISTRICT will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the DISTRICT'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the DISTRICT. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by District will be paid by DISTRICT.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the DISTRICT of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the DISTRICT shall be promptly transferred to the account of the DISTRICT at the DISTRICT'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the DISTRICT'S funds from the COUNTY Depository to the DISTRICT'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to the DISTRICT due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The DISTRICT hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the District during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the DISTRICT all interest or other earnings attributable to taxes owed to the DISTRICT. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the DISTRICT.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the DISTRICT of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for the DISTRICT exceeds collections for the DISTRICT, the DISTRICT will be placed in a negative status and no distributions will be made to the DISTRICT until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the DISTRICT'S jurisdiction. The proportional share is based upon the DISTRICT'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the DISTRICT is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the DISTRICT to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the DISTRICT and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the DISTRICT through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the DISTRICT.

If the delinquent collection Attorney contracted by the DISTRICT requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the DISTRICT and will be added to the collection expenses and charged to the DISTRICT.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 5/3/25
RICK BARNES *DATE*
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR KARIS MMD:

BY: _____ 7-23-25
DATE

TITLE: President

EMAIL: todwyer@karismmd.com

FOR TARRANT COUNTY:

BY: _____ _____
TIM O'HARE *DATE*
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 9/9/2025
*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this 26th day of August, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and Fort Worth ISD hereinafter referred to as **SCHOOL**, whose address is 7060 Camp Bowie Blvd., Fort Worth, TX 76116.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the SCHOOL.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the SCHOOL has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All SCHOOL disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the SCHOOL on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the SCHOOL equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide Fort Worth ISD the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, SCHOOL will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the SCHOOL by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the SCHOOL auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the SCHOOL auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the SCHOOL.

V.
TAX RATE REQUIREMENT

The SCHOOL will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the SCHOOL'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the SCHOOL. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by Fort Worth ISD will be paid by Fort Worth ISD.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the SCHOOL of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the SCHOOL shall be promptly transferred to the account of the SCHOOL at the SCHOOL'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the SCHOOL'S funds from the COUNTY Depository to the SCHOOL'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to Fort Worth ISD due to unforeseen or unanticipated circumstances.

VIII.

INVESTMENT OF FUNDS

The SCHOOL hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the SCHOOL during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the SCHOOL all interest or other earnings attributable to taxes owed to the SCHOOL. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the SCHOOL.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the SCHOOL of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for Fort Worth ISD exceeds collections for Fort Worth ISD, Fort Worth ISD will be placed in a negative status and no distributions will be made to Fort Worth ISD until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the SCHOOL'S jurisdiction. The proportional share is based upon the SCHOOL'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the SCHOOL is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the SCHOOL to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the SCHOOL and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the SCHOOL through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the SCHOOL.

If the delinquent collection Attorney contracted by the SCHOOL requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the SCHOOL and will be added to the collection expenses and charged to the SCHOOL.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed

to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 9/3/25
RICK BARNES ***DATE***
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
***RDBarnes*@tarrantcountytx.gov**

FOR FORT WORTH ISD:

BY: _____ 8-26-2025
DATE

TITLE: Superintendent of Schools

EMAIL: karen.molinar@fwisd.org

FOR TARRANT COUNTY:

BY: _____
TIM O'HARE ***DATE***
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 9/9/2025
CRIMINAL DISTRICT ATTORNEY'S OFFICE* ***DATE***

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this ____day of_____, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the Town of Pantego hereinafter referred to as **TOWN**, whose address is 1614 South Bowen Road, Pantego, TX 76013.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the Town.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the TOWN has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All TOWN disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the TOWN on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the TOWN equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the Town of Pantego the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, the TOWN will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the TOWN by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the TOWN auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the TOWN auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the TOWN.

V.
TAX RATE REQUIREMENT

The TOWN will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the TOWN'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the TOWN. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by Town of Pantego will be paid by Town of Pantego.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the TOWN of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the TOWN shall be promptly transferred to the account of the TOWN at the TOWN'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the TOWN'S funds from the COUNTY Depository to the TOWN'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to Town of Pantego due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The TOWN hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the TOWN during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the TOWN all interest or other earnings attributable to taxes owed to the TOWN. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the TOWN.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the TOWN of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for Town of Pantego exceeds collections for Town of Pantego, Town of Pantego will be placed in a negative status and no distributions will be made to Town of Pantego until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the TOWN'S jurisdiction. The proportional share is based upon the TOWN'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the TOWN is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the TOWN to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the TOWN and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the TOWN through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the TOWN.

If the delinquent collection Attorney contracted by the TOWN requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the TOWN and will be added to the collection expenses and charged to the TOWN.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed

to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 9/3/25
RICK BARNES ***DATE***
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR TOWN OF PANTEGO:

BY: _____ 06/23/2025
DATE
TITLE: JOE ASHTON, CITY MANAGER
EMAIL: JASHTON@TOWNOFPANTEGO.COM

FOR TARRANT COUNTY:

BY: _____ _____
TIM O'HARE ***DATE***
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 9/4/2025
CRIMINAL DISTRICT ATTORNEY'S OFFICE* ***DATE***

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this 15th day of August, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the Town of Edgecliff Village hereinafter referred to as **TOWN**, whose address is 1605 Edgecliff Road, Edgecliff Village, TX 76134.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the TOWN.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the TOWN has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All TOWN disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the TOWN on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the TOWN equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the Town of Edgecliff Village the following reports via internet access:

Daily:	Entity Distribution Report
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COMPENSATION

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AUDITS

The ASSESSOR/COLLECTOR will provide to the TOWN auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the TOWN auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the TOWN.

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The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the TOWN of that fact and the reasons therefore.

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In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the TOWN is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the TOWN to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the TOWN and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

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DELINQUENT COLLECTIONS

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If the delinquent collection Attorney contracted by the TOWN requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the TOWN and will be added to the collection expenses and charged to the TOWN.

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to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/3/25
RICK BARNES *DATE*
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR TOWN OF EDGECLIFF VILLAGE:

BY: Veronica M Sambo 8/15/2025
DATE
TITLE: City Secretary
EMAIL: citysecretary@ecgov.org

FOR TARRANT COUNTY:

BY: _____
TIM O'HARE *DATE*
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:
BY: _____ 9/4/2025
*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Special Assessments**
§
COUNTY OF TARRANT §

Agreement made this 8th day of July, 2025, by and between the Tarrant County Tax Assessor/ Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 East Weatherford Street, Fort Worth, Texas 76196-0301, and the Viridian PID, hereinafter referred to as **VIRIDIAN PID** whose address is 3200 Southwest Freeway, Suite 2600, Houston, TX 77027.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of special assessments levied by the VIRIDIAN PID, in accordance with Chapter 372 of the Texas Local Government Code (the "Assessments").

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the assessments due and owing on property upon which the VIRIDIAN PID has imposed said assessments. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives assessment roll and payment data; providing all necessary Assessments and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All VIRIDIAN PID disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the VIRIDIAN PID on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the VIRIDIAN PID equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the VIRIDIAN PID the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.

COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, the VIRIDIAN PID will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the VIRIDIAN PID by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.

AUDITS

The ASSESSOR/COLLECTOR will provide to the VIRIDIAN PID auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the VIRIDIAN PID auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the VIRIDIAN PID.

V.

ASSESSMENT RATE REQUIREMENT

The VIRIDIAN PID will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the VIRIDIAN PID'S current assessment rates and exemption schedules to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each contract year. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the assessment rates or the exemption schedules will be charged to and must be paid by the VIRIDIAN PID. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by the VIRIDIAN PID will be paid by the VIRIDIAN PID.

The assessment rates and the exemption schedules, if any, for each of the last five (5) years in which an assessment was levied, or all prior years where there remains delinquent assessments, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.

COMPLIANCE WITH APPLICABLE
STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the VIRIDIAN PID of that fact and the reasons therefore.

VII.

DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the VIRIDIAN PID shall be promptly transferred to the account of the VIRIDIAN PID at the VIRIDIAN PID'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the VIRIDIAN PID'S funds from the COUNTY Depository to the VIRIDIAN PID'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to VIRIDIAN PID due to unforeseen or unanticipated circumstances.

VIII.

INVESTMENT OF FUNDS

The VIRIDIAN PID hereby agrees that the COUNTY, acting through the County Auditor, may invest collected assessment funds of the VIRIDIAN PID during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the VIRIDIAN PID all interest or other earnings attributable to taxes owed to the VIRIDIAN PID. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the VIRIDIAN PID.

IX.

REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the VIRIDIAN PID of changes in the assessment rolls which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for the VIRIDIAN PID exceeds collections for the VIRIDIAN PID, the VIRIDIAN PID will be placed in a negative status and no distributions will be made to the VIRIDIAN PID until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three (3) years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the VIRIDIAN PID'S jurisdiction. The proportional share is based upon the VIRIDIAN PID'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of assessments provided for in this agreement to which the VIRIDIAN PID is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the VIRIDIAN PID to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by the ASSESSOR/COLLECTOR on behalf of the VIRIDIAN PID and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.

DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the VIRIDIAN PID through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the VIRIDIAN PID for compensation to a firm under contract to the City.

If the delinquent collection Attorney contracted by the VIRIDIAN PID requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the VIRIDIAN PID and will be added to the collection expenses and charged to the VIRIDIAN PID.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.

TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.

NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal

delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed

to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.

MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: Rick D Barnes _____ _____

RICK BARNES *DATE*
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR THE VIRIDIAN PID:

BY: DORDeVr _____ 9/4/25 _____

DATE

TITLE: Chairman _____

EMAIL: ddevries@viridianmmd.com

FOR TARRANT COUNTY:

BY: _____ _____

TIM O'HARE *DATE*
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 9/9/2025

*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this _____day of_____, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the Tarrant County Hospital District d/b/a JPS Health Network hereinafter referred to as **DISTRICT**, whose address is 1500 S. Main St., Fort Worth, TX 76104.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the DISTRICT.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the DISTRICT has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All DISTRICT disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the DISTRICT on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the DISTRICT equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the Tarrant County Hospital District the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, the DISTRICT will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the DISTRICT by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the DISTRICT auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the DISTRICT auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the DISTRICT.

V.
TAX RATE REQUIREMENT

The DISTRICT will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the DISTRICT'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the DISTRICT. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by DISTRICT will be paid by DISTRICT.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the DISTRICT of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the DISTRICT shall be promptly transferred to the account of the DISTRICT at the DISTRICT'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the DISTRICT'S funds from the COUNTY Depository to the DISTRICT'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to the DISTRICT due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The DISTRICT hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the DISTRICT during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the DISTRICT all interest or other earnings attributable to taxes owed to the DISTRICT. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the DISTRICT.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the DISTRICT of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for the DISTRICT exceeds collections for the DISTRICT, the DISTRICT will be placed in a negative status and no distributions will be made to the DISTRICT until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the DISTRICT'S jurisdiction. The proportional share is based upon the DISTRICT'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the DISTRICT is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the DISTRICT to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the DISTRICT and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the DISTRICT through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the DISTRICT.

If the delinquent collection Attorney contracted by the DISTRICT requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the DISTRICT and will be added to the collection expenses and charged to the DISTRICT.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed

to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 9/3/25
RICK BARNES *DATE*
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR TARRANT COUNTY HOSPITAL DISTRICT D/B/A JPS HEALTH NETWORK:

BY: _____ 8/18/2025
DATE

TITLE: President, CEO

EMAIL: KDuncan03@JPShealth.org

FOR TARRANT COUNTY:

BY: _____ _____
TIM O'HARE *DATE*
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 9/1/2025
*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

*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.

STATE OF TEXAS §
§
§
COUNTY OF TARRANT §

Agreement for Collection of Taxes

Agreement made this _____day of_____, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and Keller ISD hereinafter referred to as **SCHOOL**, whose address is 350 Keller Parkway, Keller, TX 76248.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the SCHOOL.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the SCHOOL has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All SCHOOL disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the SCHOOL on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the SCHOOL equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide Keller ISD the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, SCHOOL will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the SCHOOL by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the SCHOOL auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the SCHOOL auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the SCHOOL.

V.
TAX RATE REQUIREMENT

The SCHOOL will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the SCHOOL'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the SCHOOL. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by Keller ISD will be paid by Keller ISD.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the SCHOOL of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the SCHOOL shall be promptly transferred to the account of the SCHOOL at the SCHOOL'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the SCHOOL'S funds from the COUNTY Depository to the SCHOOL'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to Keller ISD due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The SCHOOL hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the SCHOOL during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the SCHOOL all interest or other earnings attributable to taxes owed to the SCHOOL. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the SCHOOL.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the SCHOOL of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for Keller ISD exceeds collections for Keller ISD, Keller ISD will be placed in a negative status and no distributions will be made to Keller ISD until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the SCHOOL'S jurisdiction. The proportional share is based upon the SCHOOL'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the SCHOOL is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the SCHOOL to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the SCHOOL and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the SCHOOL through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the SCHOOL.

If the delinquent collection Attorney contracted by the SCHOOL requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the SCHOOL and will be added to the collection expenses and charged to the SCHOOL.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed

to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/29/25
RICK BARNES ***DATE***
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR KELLER ISD:

BY: John Allison 7-24-25
DATE

TITLE: Chief Operations Officer

EMAIL: john.allison@kellerisd.net

FOR TARRANT COUNTY:

BY: _____ _____
TIM O'HARE ***DATE***
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 9/4/2025
CRIMINAL DISTRICT ATTORNEY'S OFFICE* ***DATE***

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Special Assessments**
§
COUNTY OF TARRANT §

Agreement made this _____day of_____, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the Viridian Municipal Management District hereinafter referred to as **DISTRICT**, whose address is 3200 Southwest Freeway, Suite 2600, Houston, TX 77027.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of special assessments levied by the DISTRICT, in accordance with Chapter 372 of the Texas Local Government Code (the "Assessments").

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the assessments due and owing on property upon which the DISTRICT has imposed said assessments. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives assessment roll and payment data; providing all necessary Assessments and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All DISTRICT disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the DISTRICT on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the DISTRICT equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the DISTRICT the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, the DISTRICT will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the DISTRICT by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the DISTRICT auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the DISTRICT auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the DISTRICT.

V.
TAX RATE REQUIREMENT

The DISTRICT will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the DISTRICT'S current assessment rates and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the assessment rates or the exemption schedule will be charged to and must be paid by the DISTRICT. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous assessment rate provided by the DISTRICT will be paid by the DISTRICT.

The assessment rates and the exemption schedule for each of the last five (5) years in which an assessment was levied, or all prior years where there remains delinquent assessments, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the DISTRICT of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the DISTRICT shall be promptly transferred to the account of the DISTRICT at the DISTRICT'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the DISTRICT'S funds from the COUNTY Depository to the DISTRICT'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to the DISTRICT due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The DISTRICT hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the DISTRICT during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the DISTRICT all interest or other earnings attributable to taxes owed to the DISTRICT. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the DISTRICT.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the DISTRICT of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for the DISTRICT exceeds collections for the DISTRICT, the DISTRICT will be placed in a negative status and no distributions will be made to the DISTRICT until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the DISTRICT'S jurisdiction. The proportional share is based upon the DISTRICT'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the DISTRICT is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the DISTRICT to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the DISTRICT and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the DISTRICT through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the DISTRICT.

If the delinquent collection Attorney contracted by the DISTRICT requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the DISTRICT and will be added to the collection expenses and charged to the DISTRICT.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed

to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/29/25
RICK BARNES ***DATE***
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR VIRIDIAN MUNICIPAL MANAGEMENT DISTRICT:

BY: _____ 7-8-25
DATE
TITLE: Chairman, Board of Directors
EMAIL: ddevries@viridianmmd.com

FOR TARRANT COUNTY:

BY: _____
TIM O'HARE ***DATE***
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 9/9/2025
CRIMINAL DISTRICT ATTORNEY'S OFFICE* ***DATE***

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this _____day of_____, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and Lake Worth ISD hereinafter referred to as **SCHOOL**, whose address is 6805 Telephone Road, Lake Worth, TX 76135.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the SCHOOL.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the SCHOOL has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All SCHOOL disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the SCHOOL on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the SCHOOL equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide Lake Worth ISD the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, SCHOOL will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the SCHOOL by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the SCHOOL auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the SCHOOL auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the SCHOOL.

V.
TAX RATE REQUIREMENT

The SCHOOL will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the SCHOOL'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the SCHOOL. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by Lake Worth ISD will be paid by Lake Worth ISD.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the SCHOOL of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the SCHOOL shall be promptly transferred to the account of the SCHOOL at the SCHOOL'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the SCHOOL'S funds from the COUNTY Depository to the SCHOOL'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to Lake Worth ISD due to unforeseen or unanticipated circumstances.

VIII.

INVESTMENT OF FUNDS

The SCHOOL hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the SCHOOL during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the SCHOOL all interest or other earnings attributable to taxes owed to the SCHOOL. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the SCHOOL.

IX.

REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the SCHOOL of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for Lake Worth ISD exceeds collections for Lake Worth ISD, Lake Worth ISD will be placed in a negative status and no distributions will be made to Lake Worth ISD until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the SCHOOL'S jurisdiction. The proportional share is based upon the SCHOOL'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the SCHOOL is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the SCHOOL to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the SCHOOL and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.

DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the SCHOOL through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the SCHOOL.

If the delinquent collection Attorney contracted by the SCHOOL requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the SCHOOL and will be added to the collection expenses and charged to the SCHOOL.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.

TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.

NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change

this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/29/25
DATE

RICK BARNES
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR LAKE WORTH ISD:

BY: _____ 6-16-25
DATE

TITLE: Lake Worth ISD Board President

EMAIL: avelazquez@lwisd.org

FOR TARRANT COUNTY:

BY: _____
DATE

TIM O'HARE
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 9/4/2025
*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this 14th day of August, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and Everman ISD hereinafter referred to as **SCHOOL**, whose address is 1520 Everman Parkway, Everman, TX 76140.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the SCHOOL.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.

SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the SCHOOL has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All SCHOOL disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the SCHOOL on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the SCHOOL equals at least one hundred dollars ($100.00), or at the close of the month.

II.

REPORTS

The ASSESSOR/COLLECTOR will provide Everman ISD the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, SCHOOL will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the SCHOOL by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the SCHOOL auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the SCHOOL auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the SCHOOL.

V.
TAX RATE REQUIREMENT

The SCHOOL will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the SCHOOL'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the SCHOOL. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by Everman ISD will be paid by Everman ISD.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the SCHOOL of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the SCHOOL shall be promptly transferred to the account of the SCHOOL at the SCHOOL'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the SCHOOL'S funds from the COUNTY Depository to the SCHOOL'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to Everman ISD due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The SCHOOL hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the SCHOOL during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the SCHOOL all interest or other earnings attributable to taxes owed to the SCHOOL. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the SCHOOL.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the SCHOOL of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for Everman ISD exceeds collections for Everman ISD, Everman ISD will be placed in a negative status and no distributions will be made to Everman ISD until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the SCHOOL'S jurisdiction. The proportional share is based upon the SCHOOL'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the SCHOOL is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the SCHOOL to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the SCHOOL and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the SCHOOL through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the SCHOOL.

If the delinquent collection Attorney contracted by the SCHOOL requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the SCHOOL and will be added to the collection expenses and charged to the SCHOOL.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed

to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

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MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/29/25
RICK BARNES *DATE*
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR EVERMAN ISD:

BY: Felix Donaldson 8/14/25
DATE
TITLE: Superintendent
EMAIL: fdonaldson@eisd.org

FOR TARRANT COUNTY:

BY: _____
TIM O'HARE *DATE*
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 9/4/2025
*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this _____day of_____, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and Eagle Mountain-Saginaw ISD hereinafter referred to as **SCHOOL**, whose address is 1600 Mustang Rock Road, Fort Worth, TX 76179.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the SCHOOL.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the SCHOOL has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All SCHOOL disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the SCHOOL on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the SCHOOL equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide Eagle Mountain-Saginaw ISD the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
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The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

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The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for Eagle Mountain-Saginaw ISD exceeds collections for Eagle Mountain-Saginaw ISD, Eagle Mountain-Saginaw ISD will be placed in a negative status and no distributions will be made to Eagle Mountain-Saginaw ISD until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the SCHOOL'S jurisdiction. The proportional share is based upon the SCHOOL'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

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X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the SCHOOL through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the SCHOOL.

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XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed

to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

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This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/29/25
DATE

RICK BARNES
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR EAGLE MOUNTAIN-SAGINAW ISD:

BY: _____ 8/15/2025
DATE

TITLE: CFO

EMAIL: rwelch@ems-isd.net

FOR TARRANT COUNTY:

BY: _____ _____
DATE

TIM O'HARE
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 9/4/2025
*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

*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.

STATE OF TEXAS §
§
§
COUNTY OF TARRANT §

Agreement for Collection of Taxes

Agreement made this _____day of_____, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the Town of Westover Hills hereinafter referred to as **TOWN**, whose address is 5824 Merrymount Road, Fort Worth, TX 76107.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the TOWN.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the TOWN has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All TOWN disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the TOWN on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the TOWN equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the Town of Westover Hills the following reports via internet access:

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The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

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This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/29/25
RICK BARNES ***DATE***
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR TOWN OF WESTOVER HILLS:

BY: _____ 08-14-25
DATE
TITLE: Mayor
EMAIL: K.thompson@westoverhills.us

FOR TARRANT COUNTY:

BY: _____
TIM O'HARE ***DATE***
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 9/4/2025
CRIMINAL DISTRICT ATTORNEY'S OFFICE* ***DATE***

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this 14 day of August, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the City of Reno hereinafter referred to as **CITY**, whose address is 195 W. Reno Road, Azle, TX 76020.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the CITY.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the CITY has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All CITY disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the CITY on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the CITY equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the City of Reno the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, CITY will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the CITY by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the CITY auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the CITY auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the CITY.

V.
TAX RATE REQUIREMENT

The CITY will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the CITY'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the CITY. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by City of Reno will be paid by City of Reno.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the CITY of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the CITY shall be promptly transferred to the account of the CITY at the CITY'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the CITY'S funds from the COUNTY Depository to the CITY'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to City of Reno due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The CITY hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the CITY during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the CITY all interest or other earnings attributable to taxes owed to the CITY. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the CITY.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the CITY of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for City of Reno exceeds collections for City of Reno, City of Reno will be placed in a negative status and no distributions will be made to City of Reno until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the CITY'S jurisdiction. The proportional share is based upon the CITY'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the CITY is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the CITY to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the CITY and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the CITY through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the CITY.

If the delinquent collection Attorney contracted by the CITY requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the CITY and will be added to the collection expenses and charged to the CITY.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed

to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/28/25
RICK BARNES *DATE*
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR CITY OF RENO:

BY: _____ 8-14-25
DATE

TITLE: Mayor

EMAIL: Hector.BAS@RENOTX.GOV

FOR TARRANT COUNTY:

BY: _____
TIM O'HARE *DATE*
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 9/4/2025
*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

*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.

STATE OF TEXAS	§	
	§	**Agreement for Collection of Special Assessments**
	§	
COUNTY OF TARRANT	§	

Agreement made this _____day of_____, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 East Weatherford Street, Fort Worth, Texas 76196-0301, and the City Point PID Improvement Zone A (642) , hereinafter referred to as **CITY POINT PID A** whose address is 4301 City Point Dr, North Richland Hills, TX 76180.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of special assessments levied by the CITY POINT PID A, in accordance with Chapter 372 of the Texas Local Government Code (the "Assessments").

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the Assessments due and owing on property upon which the CITY POINT PID A has imposed said Assessments. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives assessment roll and payment data; providing all necessary Assessments and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All CITY POINT PID A disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the CITY POINT PID A on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the CITY POINT PID A equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the CITY POINT PID A the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, the CITY POINT PID A will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the CITY POINT PID A by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the CITY POINT PID A auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the CITY POINT PID A auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the CITY POINT PID A.

V.
ASSESSMENT RATE REQUIREMENT

The CITY POINT PID A will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the CITY POINT PID A'S current assessment rates and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each contract year. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the assessment rates or the exemption schedules will be charged to and must be paid by the CITY POINT PID A. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by CITY POINT PID A will be paid by CITY POINT PID A.

The assessment rates and the exemption schedule, if any, for each of the last five (5) years in which an assessment was levied, or all prior years where there remain delinquent assessments, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the CITY POINT PID A of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the CITY POINT PID A shall be promptly transferred to the account of the CITY POINT PID A at the CITY POINT PID A'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the CITY POINT PID A'S funds from the COUNTY Depository to the CITY POINT PID A'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to CITY POINT PID A due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The CITY POINT PID A hereby agrees that the COUNTY, acting through the County Auditor, may invest collected assessment funds of the CITY POINT PID A during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the CITY POINT PID A all interest or other earnings attributable to taxes owed to the CITY POINT PID A. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the CITY POINT PID A.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the CITY POINT PID A of changes in the assessment rolls which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for CITY POINT PID A exceeds collections for CITY POINT PID A, CITY POINT PID A will be placed in a negative status and no distributions will be made to CITY POINT PID A until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the CITY POINT PID A'S jurisdiction. The proportional share is based upon the CITY POINT PID A'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of assessments provided for in this agreement to which the CITY POINT PID A is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the CITY POINT PID A to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by the ASSESSOR/COLLECTOR on behalf of the CITY POINT PID A and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the CITY POINT PID A through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the CITY POINT PID A.

If the delinquent collection Attorney contracted by the CITY POINT PID A requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the CITY POINT PID A and will be added to the collection expenses and charged to the CITY POINT PID A.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be affected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/25/25
RICK BARNES *DATE*
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR THE CITY POINT PID A:

_____
Paulette Hartman, City Manager

8/14/25
Date:

ATTEST:

_____
Alicia Richardson
City Secretary/Chief Governance Officer

CITY OF NORTH RICHLAND HILLS, TEXAS

APPROVED AS TO FORM AND LEGALITY:

_____
Bradley Anderle, City Attorney

FOR TARRANT COUNTY:

BY: _____ _____

TIM O'HARE ***DATE***

TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 9/9/2025

CRIMINAL DISTRICT ATTORNEY'S OFFICE* DATE

*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.

STATE OF TEXAS	§	
	§	**Agreement for Collection of Special Assessments**
	§	
COUNTY OF TARRANT	§	

Agreement made this _____day of_____, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 East Weatherford Street, Fort Worth, Texas 76196-0301, and the City Point PID Improvement Zone B (643), hereinafter referred to as **CITY POINT PID B** whose address is 4301 City Point Dr, North Richland Hills, Texas 76180.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of special assessments levied by the CITY POINT PID B, in accordance with Chapter 372 of the Texas Local Government Code (the "Assessments").

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the assessments due and owing on property upon which the CITY POINT PID B has imposed said assessments. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives assessment roll and payment data; providing all necessary Assessments and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All CITY POINT PID B disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the CITY POINT PID B on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the CITY POINT PID B equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the CITY POINT PID B the following reports via internet access:

Daily:	Entity Distribution Report
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Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

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Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, the CITY POINT PID B will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the CITY POINT PID B by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the CITY POINT PID B auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the CITY POINT PID B auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the CITY POINT PID B.

V.
ASSESSMENT RATE REQUIREMENT

The CITY POINT PID B will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the CITY POINT PID B'S current assessment rates and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each contract year. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the assessment rates or the exemption schedules will be charged to and must be paid by the CITY POINT PID B. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by CITY POINT PID B will be paid by CITY POINT PID B.

The assessment rates and the exemption schedule, if any, for each of the last five (5) years in which an assessment was levied, or all prior years where there remain delinquent assessments, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE
STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the CITY POINT PID B of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the CITY POINT PID B shall be promptly transferred to the account of the CITY POINT PID B at the City's depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the CITY POINT PID B'S funds from the COUNTY Depository to the CITY POINT PID B'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to CITY POINT PID B due to unforeseen or unanticipated circumstances.

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The CITY POINT PID B hereby agrees that the COUNTY, acting through the County Auditor, may invest collected assessment funds of the CITY POINT PID B during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the CITY POINT PID B all interest or other earnings attributable to taxes owed to the CITY POINT PID B. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the CITY POINT PID B.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the CITY POINT PID B of changes in the assessment rolls which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for CITY POINT PID B exceeds collections for CITY POINT PID B, CITY POINT PID B will be placed in a negative status and no distributions will be made to CITY POINT PID B until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three (3) years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the CITY POINT PID B'S jurisdiction. The proportional share is based upon the CITY POINT PID B'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of assessments provided for in this agreement to which the CITY POINT PID B is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the CITY POINT PID B to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by the ASSESSOR/COLLECTOR on behalf of the CITY POINT PID B and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

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DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the CITY POINT PID B through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the CITY POINT PID B.

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This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/29/25
RICK BARNES *DATE*
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR THE CITY POINT PID B:

_____
Paulette Hartman, City Manager

8/14/25
Date:

ATTEST:

_____
Alicia Richardson
City Secretary/Chief Governance Officer

CITY OF NORTH RICHLAND HILLS, TEXAS

APPROVED AS TO FORM AND LEGALITY:

_____
Bradley Anderle, City Attorney

FOR TARRANT COUNTY:

BY: _____ _____

TIM O'HARE ***DATE***

TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 9/14/2025

CRIMINAL DISTRICT ATTORNEY'S OFFICE* DATE

*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.

STATE OF TEXAS §
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§
COUNTY OF TARRANT §

Agreement made this _____day of_____, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the City of North Richland Hills hereinafter referred to as **CITY**, whose address is 4301 City Point Drive, North Richland Hills, TX 76180.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the CITY.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

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The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

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Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 7/29/25
RICK BARNES *DATE*
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR CITY OF NORTH RICHLAND HILLS:

BY: _____ 7/2/25
DATE
TITLE: City Manager
EMAIL: pahartman@nrhtx.com

FOR TARRANT COUNTY:

BY: _____ _____
TIM O'HARE *DATE*
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 9/9/2025
*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

*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 counse

STATE OF TEXAS §
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Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 9/29/25
RICK BARNES *DATE*
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR CITY OF MANSFIELD:

BY: _____ 8/7/2025
DATE
TITLE: DEPUTY CITY MANAGER
EMAIL: troy.lesting@mansfieldtexas.gov

FOR TARRANT COUNTY:

BY: _____
TIM O'HARE *DATE*
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 9/9/2025
*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

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Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
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The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, CITY will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the CITY by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the CITY auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the CITY auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the CITY.

V.
TAX RATE REQUIREMENT

The CITY will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the CITY'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the CITY. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by City of Mansfield will be paid by City of Mansfield.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the CITY of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the CITY shall be promptly transferred to the account of the CITY at the CITY'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the CITY'S funds from the COUNTY Depository to the CITY'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to City of Mansfield due to unforeseen or unanticipated circumstances.

VIII.

INVESTMENT OF FUNDS

The CITY hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the CITY during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the CITY all interest or other earnings attributable to taxes owed to the CITY. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the CITY.

IX.

REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the CITY of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for City of Mansfield exceeds collections for City of Mansfield, City of Mansfield will be placed in a negative status and no distributions will be made to City of Mansfield until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the CITY'S jurisdiction. The proportional share is based upon the CITY'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the CITY is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the CITY to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the CITY and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.

DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the CITY through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the CITY.

If the delinquent collection Attorney contracted by the CITY requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the CITY and will be added to the collection expenses and charged to the CITY.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.

TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.

NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change

this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 9/29/25
RICK BARNES *DATE*
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR CITY OF MANSFIELD:

BY: _____ 8/7/2025
DATE
TITLE: DEPUTY CITY MANAGER
EMAIL: troy.lesting@mansfieldtexas.gov

FOR TARRANT COUNTY:

BY: _____
TIM O'HARE *DATE*
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 9/9/2025
*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Special Assessments**
§
COUNTY OF TARRANT §

Agreement made this _____day of_____, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 East Weatherford Street, Fort Worth, Texas 76196-0301, and the Mansfield Southpointe PID #1, hereinafter referred to as **MANSFIELD SOUTHPOINTE PID #1** whose address is 1200 E. Broad St., Mansfield, TX 76063.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of special assessments levied by the MANSFIELD SOUTHPOINTE PID #1, in accordance with Chapter 372 of the Texas Local Government Code (the "Assessments").

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the assessments due and owing on property upon which the MANSFIELD SOUTHPOINTE PID #1 has imposed said assessments. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives assessment roll and payment data; providing all necessary Assessments and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All MANSFIELD SOUTHPOINTE PID #1 disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the MANSFIELD SOUTHPOINTE PID #1 on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the MANSFIELD SOUTHPOINTE PID #1 equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the MANSFIELD SOUTHPOINTE PID #1 the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, the MANSFIELD SOUTHPOINTE PID #1 will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the MANSFIELD SOUTHPOINTE PID #1 by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the MANSFIELD SOUTHPOINTE PID #1 auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the MANSFIELD SOUTHPOINTE PID #1 auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the MANSFIELD SOUTHPOINTE PID #1.

V.
ASSESSMENT RATE REQUIREMENT

The MANSFIELD SOUTHPOINTE PID #1 will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the MANSFIELD SOUTHPOINTE PID #1'S current **assessment rates and exemption schedules to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each contract year.** Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the assessment rates or the exemption schedules will be charged to and must be paid by the MANSFIELD SOUTHPOINTE PID #1. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by MANSFIELD SOUTHPOINTE PID #1 will be paid by MANSFIELD SOUTHPOINTE PID #1.

The assessment rates and the exemption schedules, if any, for each of the last five (5) years in which an assessment was levied, or all prior years where there remains delinquent assessments, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the MANSFIELD SOUTHPOINTE PID #1 of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the MANSFIELD SOUTHPOINTE PID #1 shall be promptly transferred to the account of the MANSFIELD SOUTHPOINTE PID #1 at the City's depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the MANSFIELD SOUTHPOINTE PID #1'S funds from the COUNTY Depository to the MANSFIELD SOUTHPOINTE PID #1'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to MANSFIELD SOUTHPOINTE PID #1 due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The MANSFIELD SOUTHPOINTE PID #1 hereby agrees that the COUNTY, acting through the County Auditor, may invest collected assessment funds of the MANSFIELD SOUTHPOINTE PID #1 during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the MANSFIELD SOUTHPOINTE PID #1 all interest or other earnings attributable to taxes owed to the MANSFIELD SOUTHPOINTE PID #1. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the MANSFIELD SOUTHPOINTE PID #1.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the MANSFIELD SOUTHPOINTE PID #1 of changes in the assessment rolls which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for MANSFIELD SOUTHPOINTE PID #1 exceeds collections for MANSFIELD SOUTHPOINTE PID #1, MANSFIELD SOUTHPOINTE PID #1 will be placed in a negative status and no distributions will be made to MANSFIELD SOUTHPOINTE PID #1until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three (3) years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the MANSFIELD SOUTHPOINTE PID #1'S jurisdiction. The proportional share is based upon the MANSFIELD SOUTHPOINTE PID #1'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of assessments provided for in this agreement to which the MANSFIELD SOUTHPOINTE PID #1 is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the MANSFIELD SOUTHPOINTE PID #1 to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by the ASSESSOR/COLLECTOR on behalf of the MANSFIELD SOUTHPOINTE PID #1 and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the MANSFIELD SOUTHPOINTE PID #1 through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the MANSFIELD SOUTHPOINTE PID #1 for compensation to a firm under contract to the City.

If the delinquent collection Attorney contracted by the MANSFIELD SOUTHPOINTE PID #1 requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the MANSFIELD SOUTHPOINTE PID #1 and will be added to the collection expenses and charged to the MANSFIELD SOUTHPOINTE PID #1.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.

MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/29/25

RICK BARNES ***DATE***
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR MANSFIELD SOUTHPOINTE PID #1:

BY: _____ 8/7/2025

DATE

TITLE: DEPUTY CITY MANAGER

EMAIL: troy.lesting@mansfieldtexas.gov

FOR TARRANT COUNTY:

BY: _____ _____

TIM O'HARE ***DATE***
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 9/4/2025

CRIMINAL DISTRICT ATTORNEY'S OFFICE*DATE

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Special Assessments**
§
COUNTY OF TARRANT §

Agreement made this _____day of_____, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 East Weatherford Street, Fort Worth, Texas 76196-0301, and the Mansfield Southpointe PID #1, hereinafter referred to as **MANSFIELD SOUTHPOINTE PID #1** whose address is 1200 E. Broad St., Mansfield, TX 76063.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of special assessments levied by the MANSFIELD SOUTHPOINTE PID #1, in accordance with Chapter 372 of the Texas Local Government Code (the "Assessments").

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the assessments due and owing on property upon which the MANSFIELD SOUTHPOINTE PID #1 has imposed said assessments. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives assessment roll and payment data; providing all necessary Assessments and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All MANSFIELD SOUTHPOINTE PID #1 disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the MANSFIELD SOUTHPOINTE PID #1 on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the MANSFIELD SOUTHPOINTE PID #1 equals at least one hundred dollars ($100.00), or at the close of the month.

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REPORTS

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The following weekly reports are available upon request only and provided via email:

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III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, the MANSFIELD SOUTHPOINTE PID #1 will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the MANSFIELD SOUTHPOINTE PID #1 by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the MANSFIELD SOUTHPOINTE PID #1 auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the MANSFIELD SOUTHPOINTE PID #1 auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the MANSFIELD SOUTHPOINTE PID #1.

V.
ASSESSMENT RATE REQUIREMENT

The MANSFIELD SOUTHPOINTE PID #1 will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the MANSFIELD SOUTHPOINTE PID #1'S current **assessment rates and exemption schedules to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each contract year.** Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the assessment rates or the exemption schedules will be charged to and must be paid by the MANSFIELD SOUTHPOINTE PID #1. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by MANSFIELD SOUTHPOINTE PID #1 will be paid by MANSFIELD SOUTHPOINTE PID #1.

The assessment rates and the exemption schedules, if any, for each of the last five (5) years in which an assessment was levied, or all prior years where there remains delinquent assessments, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
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In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the MANSFIELD SOUTHPOINTE PID #1 of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the MANSFIELD SOUTHPOINTE PID #1 shall be promptly transferred to the account of the MANSFIELD SOUTHPOINTE PID #1 at the City's depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the MANSFIELD SOUTHPOINTE PID #1'S funds from the COUNTY Depository to the MANSFIELD SOUTHPOINTE PID #1'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to MANSFIELD SOUTHPOINTE PID #1 due to unforeseen or unanticipated circumstances.

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INVESTMENT OF FUNDS

The MANSFIELD SOUTHPOINTE PID #1 hereby agrees that the COUNTY, acting through the County Auditor, may invest collected assessment funds of the MANSFIELD SOUTHPOINTE PID #1 during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the MANSFIELD SOUTHPOINTE PID #1 all interest or other earnings attributable to taxes owed to the MANSFIELD SOUTHPOINTE PID #1. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the MANSFIELD SOUTHPOINTE PID #1.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the MANSFIELD SOUTHPOINTE PID #1 of changes in the assessment rolls which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for MANSFIELD SOUTHPOINTE PID #1 exceeds collections for MANSFIELD SOUTHPOINTE PID #1, MANSFIELD SOUTHPOINTE PID #1 will be placed in a negative status and no distributions will be made to MANSFIELD SOUTHPOINTE PID #1until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three (3) years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the MANSFIELD SOUTHPOINTE PID #1'S jurisdiction. The proportional share is based upon the MANSFIELD SOUTHPOINTE PID #1'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of assessments provided for in this agreement to which the MANSFIELD SOUTHPOINTE PID #1 is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the MANSFIELD SOUTHPOINTE PID #1 to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by the ASSESSOR/COLLECTOR on behalf of the MANSFIELD SOUTHPOINTE PID #1 and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the MANSFIELD SOUTHPOINTE PID #1 through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the MANSFIELD SOUTHPOINTE PID #1 for compensation to a firm under contract to the City.

If the delinquent collection Attorney contracted by the MANSFIELD SOUTHPOINTE PID #1 requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the MANSFIELD SOUTHPOINTE PID #1 and will be added to the collection expenses and charged to the MANSFIELD SOUTHPOINTE PID #1.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.

MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/29/25

RICK BARNES ***DATE***
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR MANSFIELD SOUTHPOINTE PID #1:

BY: _____ 8/7/2025

DATE

TITLE: DEPUTY CITY MANAGER

EMAIL: troy.lesting@mansfieldtexas.gov

FOR TARRANT COUNTY:

BY: _____ _____

TIM O'HARE ***DATE***
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 9/4/2025

CRIMINAL DISTRICT ATTORNEY'S OFFICE*DATE

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Special Assessments**
§
COUNTY OF TARRANT §

Agreement made this _____day of_____, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 East Weatherford Street, Fort Worth, Texas 76196-0301, and the Mansfield Southpointe PID #1, hereinafter referred to as **MANSFIELD SOUTHPOINTE PID #1** whose address is 1200 E. Broad St., Mansfield, TX 76063.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of special assessments levied by the MANSFIELD SOUTHPOINTE PID #1, in accordance with Chapter 372 of the Texas Local Government Code (the "Assessments").

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the assessments due and owing on property upon which the MANSFIELD SOUTHPOINTE PID #1 has imposed said assessments. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives assessment roll and payment data; providing all necessary Assessments and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All MANSFIELD SOUTHPOINTE PID #1 disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the MANSFIELD SOUTHPOINTE PID #1 on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the MANSFIELD SOUTHPOINTE PID #1 equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the MANSFIELD SOUTHPOINTE PID #1 the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, the MANSFIELD SOUTHPOINTE PID #1 will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the MANSFIELD SOUTHPOINTE PID #1 by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the MANSFIELD SOUTHPOINTE PID #1 auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the MANSFIELD SOUTHPOINTE PID #1 auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the MANSFIELD SOUTHPOINTE PID #1.

V.
ASSESSMENT RATE REQUIREMENT

The MANSFIELD SOUTHPOINTE PID #1 will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the MANSFIELD SOUTHPOINTE PID #1'S current **assessment rates and exemption schedules to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each contract year.** Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the assessment rates or the exemption schedules will be charged to and must be paid by the MANSFIELD SOUTHPOINTE PID #1. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by MANSFIELD SOUTHPOINTE PID #1 will be paid by MANSFIELD SOUTHPOINTE PID #1.

The assessment rates and the exemption schedules, if any, for each of the last five (5) years in which an assessment was levied, or all prior years where there remains delinquent assessments, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the MANSFIELD SOUTHPOINTE PID #1 of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the MANSFIELD SOUTHPOINTE PID #1 shall be promptly transferred to the account of the MANSFIELD SOUTHPOINTE PID #1 at the City's depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the MANSFIELD SOUTHPOINTE PID #1'S funds from the COUNTY Depository to the MANSFIELD SOUTHPOINTE PID #1'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to MANSFIELD SOUTHPOINTE PID #1 due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The MANSFIELD SOUTHPOINTE PID #1 hereby agrees that the COUNTY, acting through the County Auditor, may invest collected assessment funds of the MANSFIELD SOUTHPOINTE PID #1 during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the MANSFIELD SOUTHPOINTE PID #1 all interest or other earnings attributable to taxes owed to the MANSFIELD SOUTHPOINTE PID #1. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the MANSFIELD SOUTHPOINTE PID #1.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the MANSFIELD SOUTHPOINTE PID #1 of changes in the assessment rolls which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for MANSFIELD SOUTHPOINTE PID #1 exceeds collections for MANSFIELD SOUTHPOINTE PID #1, MANSFIELD SOUTHPOINTE PID #1 will be placed in a negative status and no distributions will be made to MANSFIELD SOUTHPOINTE PID #1until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three (3) years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the MANSFIELD SOUTHPOINTE PID #1'S jurisdiction. The proportional share is based upon the MANSFIELD SOUTHPOINTE PID #1'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of assessments provided for in this agreement to which the MANSFIELD SOUTHPOINTE PID #1 is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the MANSFIELD SOUTHPOINTE PID #1 to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by the ASSESSOR/COLLECTOR on behalf of the MANSFIELD SOUTHPOINTE PID #1 and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the MANSFIELD SOUTHPOINTE PID #1 through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the MANSFIELD SOUTHPOINTE PID #1 for compensation to a firm under contract to the City.

If the delinquent collection Attorney contracted by the MANSFIELD SOUTHPOINTE PID #1 requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the MANSFIELD SOUTHPOINTE PID #1 and will be added to the collection expenses and charged to the MANSFIELD SOUTHPOINTE PID #1.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.

MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/29/25

RICK BARNES ***DATE***
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR MANSFIELD SOUTHPOINTE PID #1:

BY: _____ 8/7/2025

DATE

TITLE: DEPUTY CITY MANAGER

EMAIL: troy.lesting@mansfieldtexas.gov

FOR TARRANT COUNTY:

BY: _____ _____

TIM O'HARE ***DATE***
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 9/4/2025

CRIMINAL DISTRICT ATTORNEY'S OFFICE*DATE

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this _____day of_____, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the City of Arlington hereinafter referred to as **CITY**, whose address is 101 S. Mesquite St. #63-0820, Arlington, TX 76010.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the CITY.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the CITY has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All CITY disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the CITY on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the CITY equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the City of Arlington the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, CITY will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the CITY by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the CITY auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the CITY auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the CITY.

V.
TAX RATE REQUIREMENT

The CITY will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the CITY'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the CITY. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by City of Arlington will be paid by City of Arlington.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the CITY of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the CITY shall be promptly transferred to the account of the CITY at the CITY'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the CITY'S funds from the COUNTY Depository to the CITY'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to City of Arlington due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The CITY hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the CITY during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the CITY all interest or other earnings attributable to taxes owed to the CITY. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the CITY.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the CITY of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for City of Arlington exceeds collections for City of Arlington, City of Arlington will be placed in a negative status and no distributions will be made to City of Arlington until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the CITY'S jurisdiction. The proportional share is based upon the CITY'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the CITY is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the CITY to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the CITY and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the CITY through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the CITY.

If the delinquent collection Attorney contracted by the CITY requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the CITY and will be added to the collection expenses and charged to the CITY.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed

to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/29/25
RICK BARNES *DATE*
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

APPROVED AS TO FORM:
MOLLY SHORTALL, City Attorney
BY: _____

FOR CITY OF ARLINGTON:

BY: _____ 8/14/2025
DATE
TITLE: City Manager
EMAIL: trey.yelverton@arlingtontx.gov

Attest:
_____
Alex Busken, City Secretary

FOR TARRANT COUNTY:

BY: _____
TIM O'HARE *DATE*
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 9/4/2025
*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

*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.

APPROVED AS TO FORM:
MOLLY SHORTALL, City Attorney
BY: _____

STATE OF TEXAS §
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this ____day of_____, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the City of Forest Hill hereinafter referred to as **CITY**, whose address is 3219 California Pkwy, Forest Hill, TX 76119.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the CITY.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the CITY has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All CITY disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the CITY on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the CITY equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the City of Forest Hill the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, CITY will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the CITY by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the CITY auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the CITY auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the CITY.

V.
TAX RATE REQUIREMENT

The CITY will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the CITY'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the CITY. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by City of Forest Hill will be paid by City of Forest Hill.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the CITY of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the CITY shall be promptly transferred to the account of the CITY at the CITY'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the CITY'S funds from the COUNTY Depository to the CITY'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to City of Forest Hill due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The CITY hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the CITY during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the CITY all interest or other earnings attributable to taxes owed to the CITY. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the CITY.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the CITY of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for City of Forest Hill exceeds collections for City of Forest Hill, City of Forest Hill will be placed in a negative status and no distributions will be made to City of Forest Hill until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the CITY'S jurisdiction. The proportional share is based upon the CITY'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the CITY is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the CITY to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the CITY and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the CITY through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the CITY.

If the delinquent collection Attorney contracted by the CITY requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the CITY and will be added to the collection expenses and charged to the CITY.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out, and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed

to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/28/25
RICK BARNES *DATE*
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR CITY OF FOREST HILL:

BY: _____ 08/05/2025
DATE
TITLE: Venus Wehle - City Manager
EMAIL: VWehle@foresthilltx.org

FOR TARRANT COUNTY:

BY: _____ _____
TIM O'HARE *DATE*
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:
BY: _____ 9/4/2025
*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

*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.

STATE OF TEXAS §
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this _____day of_____, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the City of Keller hereinafter referred to as **CITY**, whose address is P O Box 770, Keller, TX 76244.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the CITY.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

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II.
REPORTS

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COMPENSATION

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IV.

AUDITS

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The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

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STATUTES, ORDINANCES, AND REGULATIONS

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DEPOSIT OF FUNDS

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VIII.

STATE OF TEXAS §
§
§
COUNTY OF TARRANT §

Agreement for Collection of Taxes

Agreement made this _____day of_____, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the City of Keller hereinafter referred to as **CITY**, whose address is P O Box 770, Keller, TX 76244.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the CITY.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

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II.
REPORTS

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INVESTMENT OF FUNDS

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IX.

REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the CITY of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for City of Keller exceeds collections for City of Keller, City of Keller will be placed in a negative status and no distributions will be made to City of Keller until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the CITY'S jurisdiction. The proportional share is based upon the CITY'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the CITY is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the CITY to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the CITY and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.

DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the CITY through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the CITY.

If the delinquent collection Attorney contracted by the CITY requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the CITY and will be added to the collection expenses and charged to the CITY.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.

TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.

NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/29/25
RICK BARNES *DATE*
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR CITY OF KELLER:

BY: _____ 8/19/25
DATE

TITLE: City Manager

EMAIL: arector@cityofkeller.com

FOR TARRANT COUNTY:

BY: _____
TIM O'HARE *DATE*
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 9/8/2025
*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

*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.

INVESTMENT OF FUNDS

The CITY hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the CITY during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the CITY all interest or other earnings attributable to taxes owed to the CITY. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the CITY.

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If the amount of refunds processed for City of Keller exceeds collections for City of Keller, City of Keller will be placed in a negative status and no distributions will be made to City of Keller until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the CITY'S jurisdiction. The proportional share is based upon the CITY'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the CITY is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the CITY to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the CITY and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

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XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

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STATE OF TEXAS §
§ **Agreement for Collection of Taxes**
§
COUNTY OF TARRANT §

Agreement made this ____day of_____, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the City of Kennedale hereinafter referred to as **CITY**, whose address is 405 Municipal Dr, Kennedale, TX 76060.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the CITY.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the CITY has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All CITY disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the CITY on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the CITY equals at least one hundred dollars ($100.00), or at the close of the month.

II.
REPORTS

The ASSESSOR/COLLECTOR will provide the City of Kennedale the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
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III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, CITY will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2.00) per account located outside Tarrant County, and two dollars ($2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the CITY by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the CITY auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the CITY auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the CITY.

V.
TAX RATE REQUIREMENT

The CITY will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the CITY'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the CITY. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by City of Kennedale will be paid by City of Kennedale.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the CITY of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the CITY shall be promptly transferred to the account of the CITY at the CITY'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the CITY'S funds from the COUNTY Depository to the CITY'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to City of Arlington due to unforeseen or unanticipated circumstances.

VIII.
INVESTMENT OF FUNDS

The CITY hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the CITY during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the CITY all interest or other earnings attributable to taxes owed to the CITY. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the CITY.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the CITY of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for City of Kennedale exceeds collections for City of Kennedale, City of Kennedale will be placed in a negative status and no distributions will be made to City of Kennedale until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the CITY'S jurisdiction. The proportional share is based upon the CITY'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the CITY is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the CITY to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the CITY and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the CITY through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the CITY.

If the delinquent collection Attorney contracted by the CITY requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the CITY and will be added to the collection expenses and charged to the CITY.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change

this address by notice in accordance with this paragraph.

XIII.
MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ 8/29/25
RICK BARNES *DATE*
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR CITY OF KENNEDALE:

BY: _____ 8-11-25
DATE
TITLE: Director of Finance

EMAIL: jthorton@cityofkennedale.com

FOR TARRANT COUNTY:

BY: _____
TIM O'HARE *DATE*
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ 9/4/2025
*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

*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.

STATE OF TEXAS	§	
	§	**Agreement for Collection of Taxes**
	§	
COUNTY OF TARRANT	§	

Agreement made this 25 day of JUNE, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and Castleberry ISD hereinafter referred to as **SCHOOL**, whose address is 5228 Ohio Garden Road, Fort Worth, TX 76114

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the SCHOOL

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the SCHOOL has imposed said taxes The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property The services performed are as follows receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data, providing all necessary assessments of taxes and Truth in Taxation calculations as required, the transmittal of tax statements via the U.S Mail or electronic transfer of data; and payment processing All SCHOOL disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the SCHOOL on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance If any daily collection total is less than one hundred dollars ($100.00), the disbursement may be withheld until the cumulative total of taxes collected for the SCHOOL equals at least one hundred dollars ($100 00), or at the close of the month

II.
REPORTS

The ASSESSOR/COLLECTOR will provide Castleberry ISD the following reports via internet access.

Daily	Entity Distribution Report
Monthly	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual.	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email.

Weekly.	Detail Collection Summary Report Detail Collection Summary by Year

III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, SCHOOL will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents ($1.07) per account located within Tarrant County, two dollars ($2 00) per account located outside Tarrant County, and two dollars ($2 00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year Further increases will be reviewed and instituted on an annual basis The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the SCHOOL by **February 28 of each contract year.** The scope of services identified in this contract does not include the administration of a rollback election In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the SCHOOL auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the SCHOOL auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period Additional support for entity verification or entity auditor verification is not a part of this contract Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the SCHOOL.

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The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract

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In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the SCHOOL of that fact and the reasons therefore.

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In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the SCHOOL is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the SCHOOL to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the SCHOOL and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

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DELINQUENT COLLECTIONS

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If the delinquent collection Attorney contracted by the SCHOOL requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the SCHOOL and will be added to the collection expenses and charged to the SCHOOL

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TERM OF AGREEMENT

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NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested Mailed notices shall be addressed

to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph

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MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed Any oral representations or modifications concerning this instrument shall be of no force or effect

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter

Executed on the day and year first above written, Tarrant County, Texas

BY: R D B _____ _____
RICK BARNES *DATE*
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR CASTLEBERRY ISD:

BY: CASTLEBERRY ISD 6/25/2025
DATE
TITLE: CFO, WILLIAM WOOTEN
EMAIL: WOOTENW@castleberryISD.net
WOOTENW@castleberryISD.net

FOR TARRANT COUNTY:

BY: _____ _____
TIM O'HARE *DATE*
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: Katherine E. Owens 9/4/2025
*CRIMINAL DISTRICT ATTORNEY'S OFFICE** *DATE*

*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

Entity Contracts

Entity
Arlington ISD
Azle ISD
Beltmill PID
Birdville ISD
Carroll ISD
City of Arlington
City of Azle
City of Bedford
City of Benbrook
City of Blue Mound
City of Crowley
City of Dalworthington Gardens
City of Euless
City of Everman
City of Forest Hill
City of Fort Worth
City of Haltom City
City of Haslet and City PIDS
City of Hurst
City of Keller
City of Kennedale
City of Lake Worth
City of Mansfield
City of North Richland Hills
City of Pelican Bay
City of Reno
City of Richland Hills
City of River Oaks
City of Saginaw
City of Sansom Park
City of Southlake
City of Watauga
City of Westworth Village
City of White Settlement
City Point PID Improvement Zone A (642)
City Point PID Improvement Zone B (643)
Castleberry ISD
Crowley ISD
Eagle Mountain -Saginaw ISD
Euless Midtown PID
Everman ISD
Far North Fort Worth Municipal District
Fort Worth ISD
HEB ISD
Karis MMD
Keller ISD
Kennedale ISD
Lake Worth ISD
Live Oak Creek Municipal Utility District No. 1
Mansfield ISD
Mansfield Southpointe PID #1
Tarrant County College
Tarrant County Emergency Service District
Tarrant County Hospital
Tarrant Regional Water District
Town of Edgecliff Village
Town of Lakeside
Town of Pantego
Town of Westlake
Town of Westover Hills
Viridian Municipal Management District
Viridian PID
Westlake Entrada PID
White Settlement ISD

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Department: Tax Assessor-Collector **Prepared By:** Charlotte Sadler **Approved By:** Andy Nguyen

SUBJECT:

Consideration of Interlocal Agreement between Tarrant County and the North Texas Tollway Authority Related to Automobile Registrations and Outstanding Toll Fees

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider an Interlocal Agreement (ILA) between Tarrant County and the North Texas Tollway Authority (NTTA) to withhold automobile registrations to vehicle owners in Tarrant County that have outstanding fees.

BACKGROUND

NTTA contracts with the Texas Department of Motor Vehicles to include a notice of delinquent NTTA fines with registration renewals sent to vehicle owners. Pursuant to Senate Bill 1792, the County has the option to deny a registration for habitual violators. The NTTA defines habitual violators as accruing I 00+ unpaid tolls in a 12-month period and failing to pay these tolls after 2 notices of non-payment.

Several toll enforcement remedy tools are in place including, ZipCash, Habitual Violator Notice Letters, Vehicle Registration Blocks, DPS citation, Justice of the Peace Court enforcement and third-party collections. The Tax Office has determined that typically only eight percent (8%) of violators do not pay after all enforcement efforts have been exhausted. Once the Tax Office receives proof of payment from NTTA, the Tax Office will process the renewal.

If approved, this agreement will be in full force and effect until terminated by either Party at any time upon 30 days' prior written notice to the other party.

FISCAL IMPACT

The County will receive $6.50 (this is an increase from a previous rate of $5.24) from NTTA for each registration renewal blocked by the Tax Office. An itemized invoice is sent to NTTA within ten (I0) days of each month indicating the total amount owed to Tarrant County for registrations successfully blocked during the preceding thirty (30) days. The fees collected goes to the Tarrant County General Fund.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By:
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____
Auditor

Attachments

Sept 2025 NTTA Contract.pdf

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") by and between Tarrant County, Texas ("County"), with the agreement, consent, and participation of the Tarrant County tax assessor-collector (the "Tax Assessor"), and the North Texas Tollway Authority ("NTTA), a regional tollway authority created under Chapter 366 of the Texas Transportation Code and a political subdivision of the State of Texas, is entered into as of the Effective Date, as defined on the signature page of this Agreement. County and NTTA may also each, individually, be referred to herein as a "Party" and, collectively, as the "Parties".

WITNESSET
H:

WHEREAS, Texas Government Code Chapter 791 authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness;

WHEREAS, County and NTTA are local governments as defined in Texas Government Code §791.003(4) and are authorized to enter into this Agreement by the action of their respective governing bodies as prescribed by law;

WHEREAS, Texas Transportation Code §502.011 authorizes a county tax assessor-collector or the Texas Department of Motor Vehicles (the "Department") to refuse to register or renew the registration of a motor vehicle if it has received written notice from a TPE (as defined below) that the owner of the vehicle has been finally determined to be a habitual violator as defined in Texas Transportation Code §372.106 (a "Habitual Violator"); and

WHEREAS, NTTA is a toll project entity ("TPE") under Texas Transportation Code §372.001(2), and Texas Transportation Code §372.111 allows a TPE to report habitual violator determinations to a county tax assessor-collector or the Department in order to cause the denial of vehicle registration as provided by Texas Transportation Code §502.011;

WHEREAS, a coordinated effort in the effectuation of Texas Transportation Code Chapters 372 and 502 is in each party's best interest and that of the public; and

WHEREAS, the Parties desire to expressly agree to the terms and conditions under which County will refuse to register or renew the registration of certain motor vehicles when the Tax Assessor receives information from NTTA via a "flag" in the Department's vehicle registration system (the "DMV System") that the owner of the vehicle has outstanding tolls and fees and that NTTA has made a final determination that the owner is a Habitual Violator.

NOW THEREFORE, County and NTTA, for and in consideration of the mutual obligations, terms, and conditions stated in this Agreement, agree as follows:

ARTICLE I
TERM; TERMINATION

1.1 This Agreement will be effective on the Effective Date and will remain in full force and effect until terminated by either Party pursuant to Section 1.2 below (the "Term").

1.2 Either Party may terminate this Agreement at any time upon 30 days' prior written notice to the other Party.

ARTICLE II
RESPONSIBILITIES OF THE PARTIES

2.1 NTTA'S RESPONSIBILITIES:

a) NTTA may notify the Tax Assessor via the DMV System when a determination that a registered owner is a Habitual Violator has become final and imposition of a vehicle registration block is authorized by law. NTTA will only request the Department to flag records of vehicles for which the registered owner is a Habitual Violator and such status has not terminated under Texas Transportation Code §372.109.

b) NTTA will supply County with an information sheet describing the procedure for flagged motor vehicle owners in the DMV System to resolve their outstanding tolls and fees.

c) NTTA will provide Habitual Violators who have paid their outstanding tolls and fees with a "cleared" receipt that the vehicle owner may present to County. The receipt will include written instructions directing the owner to maintain it for 30 days. NTTA may also, at its option, enable owner generation of the receipt through NTTA's online payment system.

d) NTTA will be solely responsible for placing or clearing registration flags in the DMV System.

e) NTTA will make the payments provided for in this Agreement from current funds available to NTTA.

2.2 COUNTY'S RESPONSIBILITIES:

a) County will ensure that the Tax Assessor and/or its deputies review the DMV System for vehicle registration block flags for all owners who attempt to register any vehicle and will rely on the information in the DMV System regarding a vehicle owner's payment or non-payment of tolls and fees to NTTA. Such information will constitute written notice under Section 502.011(a) of the Texas Transportation Code.

b) County will refuse to register or renew the registration of all motor vehicles flagged in the DMV System as having outstanding NTTA tolls and fees, unless the owner of such vehicle presents a cleared receipt as described in Section 2.1(c), in which case the County may proceed to register or renew the registration of the vehicle(s) covered by the cleared receipt.

c) County will distribute the instruction sheet described in Section 2.1(b) to flagged motor vehicle owners.

d) County may provide flagged vehicle owners with access to a computer terminal where the owner can access NTTA's online payment system.

e) County may provide owners who pay online with printouts of any clearance receipts generated by the NTTA's online payment system.

ARTICLE III
PAYMENT TERMS

3.1 In complying with this Agreement, County will incur certain expenses, including costs for receiving the information and confirming the flags with the Department and the administrative cost of refusing to register or renew the registration of a vehicle. NTTA agrees to pay County $6.50 for each flag accepted by the Department for refusal to register or renew the registration of a vehicle pursuant to this Agreement.

3.2 NTTA will identify to County the flags accepted by the Department for refusal to register or renew the registration of a vehicle. County, or the Tax Assessor on County's behalf, will present an itemized invoice to NTTA within 10 days of the end of each month during the Term, showing the total amount owed to County per Section 3.1 above for flags accepted by the Department during the preceding 30 days. NTTA will pay County the amount shown as owing on an invoice within 30 days of its receipt thereof.

NTTA will make payment under this Agreement to the address below:

Rick D. Barnes
100 E. Weatherford St., Suite 105
Fort Worth, TX 76196

3.3 On or before September 30th of any year during the Term, either Party may request a modification in the payment terms of this Agreement. Any resulting modification will take effect on January 1st of the following year. If County and NTTA cannot reach an agreement on modification of the payment terms, then either Party may terminate the Agreement in accordance with Section 1.2 above.

ARTICLE IV
LIABILITY; IMMUNITY

4.1 County and NTTA agree that each is responsible for its own negligent acts, omissions, or other tortious conduct in the course of performance of this Agreement and that no indemnification by or for either Party is provided for or intended hereunder.

4.2 Notwithstanding the terms of Section 4.1, neither of the Parties waive, nor shall be deemed hereby to have waived, any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions.

ARTICLE V
CONFIDENTIALITY

The information shared pursuant to this Agreement may be confidential by law or not subject to disclosure under the Texas Public Information Act. Each Party will promptly notify the other Party if it receives a request for information implicating such other Party's information. The Parties will take reasonable measures to maintain the confidentiality of the exchanged information and not reveal or disclose the information to any person, company, or other entity without the express written consent of the non-disclosing Party. Notwithstanding the above, it is expressly understood and agreed that County and its officers and employees may request advice, decisions, and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act and will follow the advice, decision, and opinion of the Attorney General regarding the release of information requested pursuant to the Public Information Act.

ARTICLE VI
AUTHORITY; APPROVAL

6.1 The respective signatories of the Parties are their properly authorized officials or representatives and have the necessary authority to execute this Agreement.

6.2 This Agreement is expressly subject to and contingent upon formal approval by County's Commissioners Court and by resolution of NTTA's Board of Directors.

ARTICLE VII
NOTICE

Any notice required in this Agreement must be in writing and delivered to the address below the recipient Party's name below. Delivery must be by hand; U.S. mail sent First Class, return receipt requested; or reputable overnight courier. Notice will be deemed delivered upon actual receipt by the recipient Party or, in the case of United States mail, three days after the

postmark date. Notices must be sent to:

If to County:
Rick D. Barnes, Tax Assessor-Collector
100 E. Weatherford St., Suite 105
Fort Worth, TX 76196
Attn: Rick D. Barnes, Tax Assessor-Collector

If to NTTA via hand delivery or courier:
North Texas Tollway Authority
5900 W. Plano Parkway, Suite 100
Plano, Texas 75093
Attn: Director of Public Affairs

with a copy to attention of General Counsel at same address

If to NTTA via U.S. Mail:
North Texas Tollway Authority
P.O. Box 260729
Plano, Texas 75026
Attn: Director of Public Affairs

with a copy to attention of General Counsel at same address

ARTICLE VIII
MISCELLANEOUS

8.1 *Venue*. Venue to enforce this Agreement lies exclusively in Tarrant County, Texas.

8.2 *Entire Agreement*. This Agreement constitutes the entire agreement between the Parties as to the subject matter hereof and supersedes all prior negotiations, representations, and/or agreements, whether written or oral, pertaining to such subject.

8.3 *Amendment*. This Agreement may not be modified except by an instrument in writing signed by both Parties.

8.4 *Relationship of the Parties*. Nothing in this Agreement will be deemed or construed by the Parties as creating a joint enterprise, partnership, joint venture, or the relationship of principal and agent between County and NTTA.

8.5 *No Third Party Beneficiaries*. Nothing in this Agreement, or in any approval subsequently provided by either Party, may be construed as giving any benefits, rights, remedies, or claims to anyone not a party to this Agreement.

8.6 *Assignment*. No assignment of this Agreement will be valid without the written consent of the other Party.

8.7 *Successors and Assigns*. The Parties each bind themselves and their respective

successors and assigns to the other party to this Agreement.

8.8 *Remedies*. No right or remedy granted in this Agreement or reserved to the Parties is exclusive of any right or remedy granted by law or equity, but each is cumulative of every right or remedy given hereunder.

8.9 *Waiver*. No covenant or condition of this Agreement may be waived without the express written consent of the waiving Party. The failure of either Party to object or take affirmative action with respect to any conduct of the other Party that is in violation of the terms of this Agreement will not be construed as a waiver thereof or of any subsequent breach or wrongful conduct.

8.10 *Interpretation*. This Agreement will not be constructed more or less favorably for a Party because of that Party's role, or presumed role, in drafting the Agreement.

8.11 *Severability*. If any provision of this Agreement is held invalid, void, or unenforceable, the remaining provisions hereof will not be affected or impaired, and such remaining provisions will remain in full force and effect.

8.12 *Headings*. The articles and sections used in this Agreement are for reference and convenience only and will not enter into the interpretation of this Agreement.

8.13 *Counterparts*. This Agreement may be executed in any number of counterparts, which, when taken together, will constitute one and the same instrument.

[*Signature pages follow*]

IN WITNESS WHEREOF, the Parties have signed one or more counterparts hereof on the respective dates shown below, to be effective as of the latest date shown (the "Effective Date").

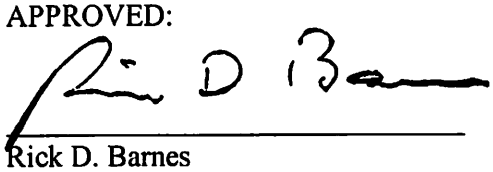
COUNTY

TARRANT COUNTY, TEXAS

By:_____
Tim O'Hare, County Judge

Date:_____

APPROVED:



Rick D. Barnes
Tarrant County Tax Assessor-Collector

APPROVED AS TO FORM

_____
Criminal District Attorney's Office*

*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 reply on this approval. Instead, those parties should seek contract review from independent counsel.

MAT

NTTA:

NORTH TEXAS TOLLWAY AUTHORITY

By: _____
James Hofmann, Executive Director

Date: 9/3/25

ATTEST:

_____
Karen Madison-Ponds, Assistant Secretary

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 2

Department: Tax Assessor-Collector	**Prepared By:** Krystal Oropeza	**Approved By:** Andy Nguyen

SUBJECT:

Consideration of Property Tax Refunds

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the attached list of property tax accounts where a refund is recommended.

BACKGROUND

Section 31.11 of the Texas Property Tax Code requires that the Commissioners Court approve refunds of property tax overpayments that are not exact duplicates when the amount exceeds $2,500. The Tax Office has identified that the attached list of accounts are eligible for a refund due to overpayment of the amount due for the tax years and amounts indicated.

The Tarrant County Auditor's Office has reviewed and approved the attached list.

FISCAL IMPACT

There is no fiscal impact associated with this item.

Attachments

Comm Court Agenda for 09-16-2025.pdf

Refund Detail Report

Account #	Fiduciary	Payee	Type	Amount	Interest	Recalc Date	Status	State	Age Days	Modified By	Modified Date
00000003964	5550000145	ONCOR ELECTRIC DELIVERY	Over Payment	$41,408.24	$0.00	1/30/2024	Open	SubmitToCommissionersCourt	576	TarrantCounty\KRMazumdar	8/27/2025
00000272892		FAIR TEXAS TITLE	Over Payment	$4,096.67	$0.00	7/1/2025	Open	SubmitToCommissionersCourt	58	TarrantCounty\JAWilson2	8/25/2025
00000620815		INDEPENDENCE TITLE	Over Payment	$3,297.99	$0.00	6/30/2025	Open	SubmitToCommissionersCourt	59	TarrantCounty\JAWilson2	8/20/2025
00000854794		COTALITY	Over Payment	$2,600.23	$0.00	6/30/2025	Open	SubmitToCommissionersCourt	59	TarrantCounty\JAWilson2	8/25/2025
00001169440		MAL P&D INC	Over Payment	$6,645.19	$0.00	6/30/2025	Open	SubmitToCommissionersCourt	59	TarrantCounty\JAWilson2	8/25/2025
00003613399		LERETA LLC	Over Payment	$5,478.69	$0.00	7/14/2025	Open	SubmitToCommissionersCourt	45	TarrantCounty\JAWilson2	8/25/2025
00004569466		CARMEN MCMURREY	Over Payment	$5,959.45	$0.00	7/8/2025	Open	SubmitToCommissionersCourt	51	TarrantCounty\JAWilson2	8/25/2025
00005069017		ARROWOOD LLC	Over Payment	$2,868.40	$0.00	7/2/2025	Open	SubmitToCommissionersCourt	57	TarrantCounty\JAWilson2	8/25/2025
00005123372		BELINDA GUERRERO	Over Payment	$3,722.99	$0.00	7/7/2025	Open	SubmitToCommissionersCourt	52	TarrantCounty\JAWilson2	8/27/2025
00005502799		TEXAS EXCEL TITLE	Over Payment	$6,955.29	$0.00	1/3/2025	Open	SubmitToCommissionersCourt	237	TarrantCounty\JAWilson2	8/25/2025
00042065222		SCHAKER ANTHONY O.	Over Payment	$3,159.42	$0.00	3/20/2024	Open	SubmitToCommissionersCourt	526	TarrantCounty\JAWilson2	8/21/2025
Number of Accounts: 11			**Total**	**$86,192.56**	**$0.00**						
Number of Records: 11											

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 2

Department: Tax Assessor-Collector	**Prepared By:** Charlotte Sadler	**Approved By:** Vanessa Perez

SUBJECT:

Receive and File Tax Office Deputizations

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court receive and file the attached Tax Office Deputizations.

BACKGROUND

The Tax Assessor-Collector or his representative administered these deputizations on the date(s) listed on the attachment as prescribed by Texas Traffic Laws, Sec. 520.0071. Some of the deputies are authorized to issue motor vehicle registration receipts and prepare or accept applications for title transfers. Some deputies are also authorized to process property tax transactions involving values, rates and receivables. These deputizations do not allow the deputies to perform any other act on behalf of the Tarrant County Tax Assessor-Collector. The attached list reflects those individuals who have been given these deputizations.

FISCAL IMPACT

There is no fiscal impact association with this item.

Attachments

Tax Deputizations Sewell.pdf

Tax Office Deputizations Sewell

Name	Date	Entity
Annette Starr	August 29 2025	Sewell Corporation dba Sewell Lexus
Annette Starr	August 29 2025	Sewell Village Cadillac Company, Inc. dba Sewell Subaru
Annette Starr	August 29 2025	Sewell Rings, LLC dba Audi North Houston
Annette Starr	August 29 2025	DFW Rings, LLC dba Audi McKinney
Annette Starr	August 29 2025	Sewell Rings, LLC dba Audi Sugar Land
Annette Starr	August 29 2025	GEQ Operating Company, LLC dba Land Rover North Austin
Annette Starr	August 29 2025	LWA Operating company, LLC dba Mercedes Benz of West Houston
Annette Starr	August 29 2025	Sewell Village Cadillac Company, Inc. dba Sewell Infiniti
Annette Starr	August 29 2025	Sewell Village Cadillar Company, Inc. dba Sewell Cadillac
Annette Starr	August 29 2025	SCSA Operating company, Inc. dba Sewell Cadillac
Annette Starr	August 29 2025	BFOR2 Company, LLC dba Sewell INEOS Grenadier
Annette Starr	August 29 2025	Sewell Houston Company, LLC dba Sewell Infiniti of North Houston
Annette Starr	August 29 2025	Sewell Village Cadillac Company, Inc. dba Sewell Buick GMC
Annette Starr	August 29 2025	Sewell 10 LLC dba Sewell Cadillac
Annette Starr	August 29 2025	BFOR Company, LLC dba Sewell INEOS Grenadier
Annette Starr	August 29 2025	UDM2 Company, LLC dba BMW Plano, Mini of Plano

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 3
Department: Transportation	**Prepared By:** Travis Rosenbaum	**Approved By:** Joseph Jackson

SUBJECT:

Request for Public Hearing - Tuesday, October 13, 2025, 10:00 A.M. - To Consider Reducing the Speed Limit to 35 MPH on a segment of Floyd Hampton Road - Precinct 2

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court conduct a public hearing on Tuesday, October 13, 2025, at 10:00 a.m., to consider reducing the speed limit to 35 MPH on a segment of Floyd Hampton Road, Precinct 2

BACKGROUND

Crowley Independent School District recently completed construction of Baylor Elementary School at the intersection of Floyd Hampton Road and Pont Du Gard Way. By Court Order 61055, the speed limit of Floyd Hampton Road was lowered from 55 MPH to 45 MPH on December 12, 1988. Upon review of the area, the County Engineer recommends a reduction of the posted speed limit to 35 MPH in the area surrounding the elementary school and the establishment of a School Zone in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD) recommendation.

County Roads Affected:
Floyd Hampton Road (CR.1111-010) from FM-1187 (TxDOT) to 230 feet north of Great Belt Drive (CR.1304-110)

FISCAL IMPACT

There is no fiscal impact associated with this item.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____
Auditor

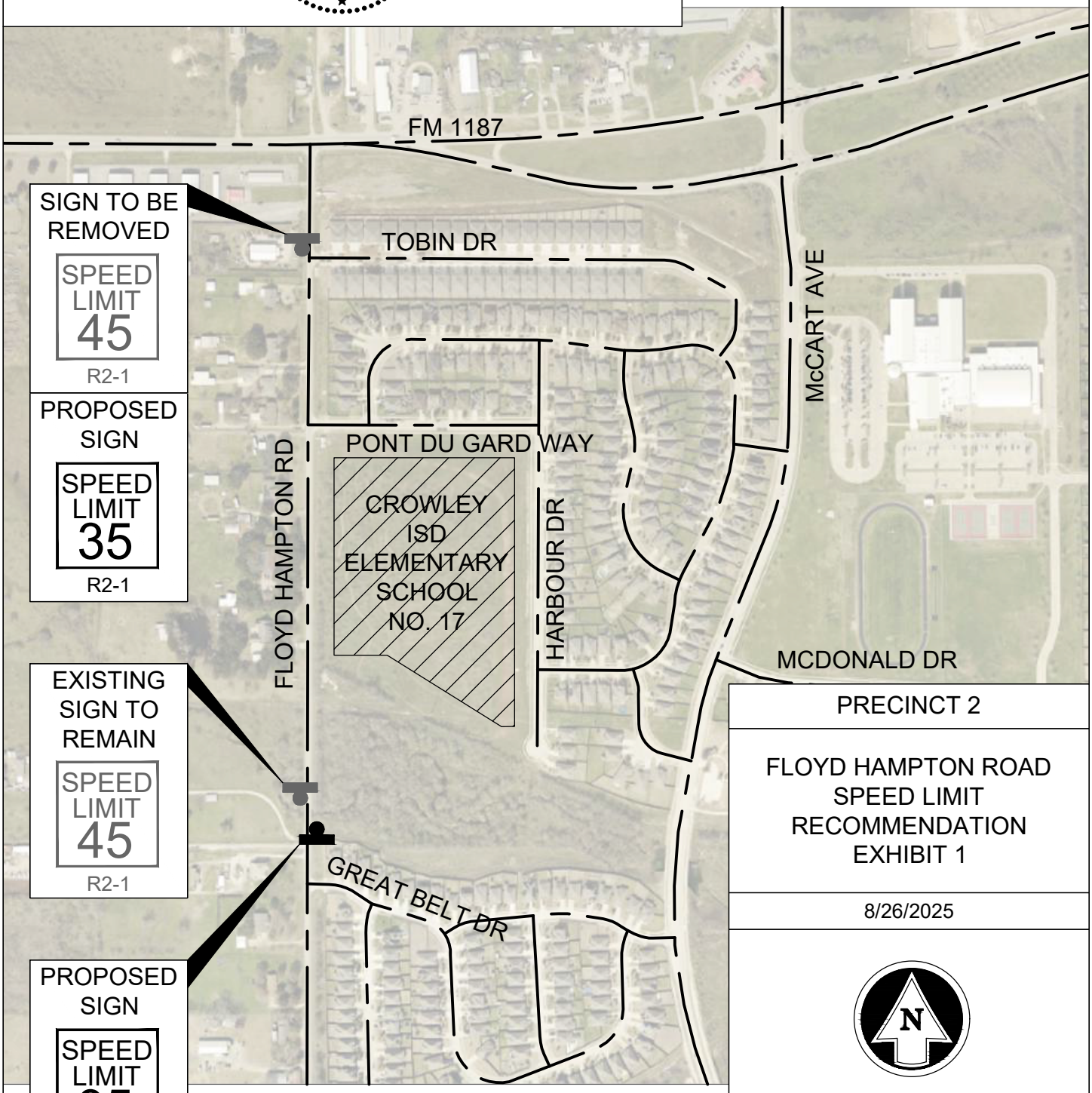
Attachments

SignExhibit-FloydHamptonCrowleyISD-Speed-8.5x11.EXH.01-P.pdf
Takings Impact Assessmet Checklist_FloydHamptonSpeed.pdf

TARRANT COUNTY DEPARTMENT OF TRANSPORTATION SERVICES

200 Taylor St., Suite 305
Fort Worth, Texas 76196

Phone (817) 884-1250
Fax (817) 884-1178



PRECINCT 2

FLOYD HAMPTON ROAD
SPEED LIMIT
RECOMMENDATION
EXHIBIT 1

8/26/2025

N

0 500 750 1000

GRAPHIC SCALE IN FEET

T:\Projects\Engineering\Signage\Signage\Floyd Hampton\Crowley Elementary 17 - Speed Limit\SignExhibit-FloydHamptonCrowleyISD-Speed.dwg

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any County action that involves the adoption Of a regulation, policy, guideline, court resolution or order.

Project/Regulation Name: **Reducing the speed limit to 35 MPH on a segment of Floyd Hampton Road.**

County Department: **Transportation Services**

Contact Person: **Joseph Jackson, County Engineer**

Phone Number of Contact Person: **817 884-1153**

Type of TIA Performed: **SHORT TIA** or FULL TIA.
Circle one after answering the questions in Sections II and III below.

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

YES _____ NO _____X_____

2. Does the county action limit or restrict a real property right, even partially or temporarily?

YES _____ NO ____X_____

If you answered "yes" to either question, go to Section III.
If you answered "no" to both, STOP HERE and circle SHORT TIA at the top of the form.

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 4
Department: Transportation	**Prepared By:** Sarah VanTassel	**Approved By:** Joseph Jackson

SUBJECT:

Consideration to Receive and File Final Plat - Burleson R. V. Community - Precinct 2

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider to receive and file the Final Plat of Burleson R. V. Community, an addition to Tarrant County, Precinct 2.

BACKGROUND

The County is required to approve, approve with conditions, or disapprove a plat within certain deadlines as specified in Chapter 232 of the Texas Local Government Code.

On August 14, 2025, the signed plat was submitted to Tarrant County Transportation Services to place on the Commissioners Court Agenda. The statutory deadline for the plat expired on August 17, 2025. The next available court date was September 16, 2025, 30 days beyond the statutory deadline.

The plat was reviewed by Precinct 2 Commissioner, Alisa Simmons, on August 25, 2025, who acknowledged the need to administratively approve the plat.

The plat was administratively approved by Tarrant County Transportation on August 25, 2025.

The administratively approved plat is attached.

A location map of this subdivision in Precinct 2 is attached.

The signed Notice of Administrative Approval of Final Plat is attached.

FISCAL IMPACT

There is no fiscal impact associated with this item.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

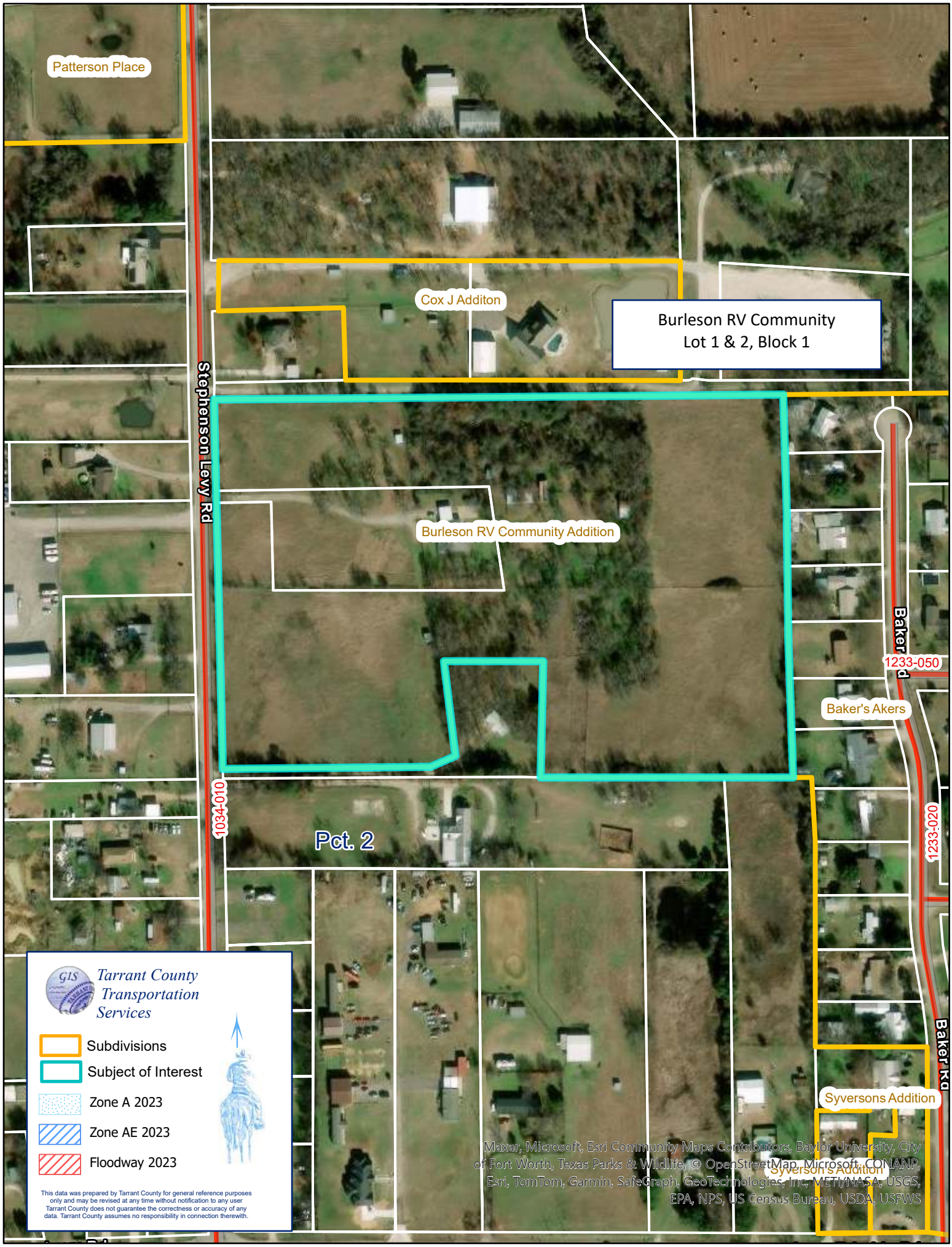
*By law, the District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____
Auditor

Attachments

Burleson RV Community Addition Court Map.pdf
Burleson RV Community.TCP-25-007.UNINC-Administratively Approved Plat-08252025.pdf
Burleson RV.TCP-25-007.UNINC-Notice of Admin Approval TCTS Approved Comm'r Approved-08192025.pdf


Patterson Place
Cox J Additon
Burleson RV Community
Lot 1 & 2, Block 1
Stephenson Levy Rd
Burleson RV Community Addition
Baker Rd
1233-050
Baker's Akers
1034-010
Pct. 2
1233-020
Baker Rd
Syversons Addition
Syverson's Addition
Tarrant County
Transportation
Services
Subdivisions
Subject of Interest
Zone A 2023
Zone AE 2023
Floodway 2023
This data was prepared by Tarrant County for general reference purposes only and may be revised at any time without notification to any user Tarrant County does not guarantee the correctness or accuracy of any data. Tarrant County assumes no responsibility in connection therewith.
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* LEGEND *

SUBJECT PROPERTY LINE	
ADJOINER PROPERTY LINE	
EASEMENT	
CENTERLINE	

CIRF	CAPPED IRON ROD FOUND
CIRS	CAPPED IRON ROD SET
IRF	IRON ROD FOUND
IPF	IRON PIPE FOUND
(C.M.)	CONTROLLING MONUMENT
PFC	POINT FOR CORNER
D.R.T.C.T.	DEED RECORDS, TARRANT COUNTY, TEXAS
P.R.T.C.T.	PLAT RECORDS, TARRANT COUNTY, TEXAS
INST#	INSTRUMENT NUMBER
VOL.	VOLUME
PG.	PAGE
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
CONC.	CONCRETE
ELEC.	ELECTRIC
ESMT.	EASEMENT

LOCATOR MAP – NOT TO SCALE

STATE OF TEXAS:
COUNTY OF TARRANT:

LEGAL DESCRIPTION

BEING A 18.796 ACRE TRACT OF LAND OUT OF THE J. RENDON SURVEY, ABSTRACT NUMBER 1263, TARRANT COUNTY, TEXAS, AND BEING ALL OF THOSE TRACTS CONVEYED TO BURLESON RV COMMUNITY LLC, IN A DEED RECORDED IN INSTRUMENT NUMBER D225146321, OF THE DEED RECORDS OF TARRANT COUNTY, TEXAS (D.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND, SAID POINT BEING ON THE SOUTH LINE OF SAID SUBJECT TRACT, SAID POINT ALSO BEING THE MOST SOUTHEASTERLY CORNER OF A CALLED 1.151 ACRE TRACT OF LAND AS CONVEYED TO KELLI R. FAIRCHILD IN A DEED RECORDED IN INSTRUMENT NUMBER D220009934, D.R.T.C.T., SAID POINT ALSO BEING ON THE NORTH LINE OF A CALLED 4.2 ACRE TRACT OF LAND AS CONVEYED TO BALENTIN ALMANZA IN A DEED RECORDED IN INSTRUMENT NUMBER D218236880, D.R.T.C.T., SAID POINT ALSO BEING **THE POINT OF BEGINNING;**

THENCE DEPARTING THE NORTH LINE OF SAID ALMANZA TRACT, AND FOLLOWING THE COMMON LINE OF SAID SUBJECT TRACT AND SAID FAIRCHILD TRACT, THE FOLLOWING COURSES:

NORTH 00 DEGREES 17 MINUTES 27 SECONDS WEST, A DISTANCE OF 221.00 FEET, TO A 5/8-INCH IRON ROD FOUND WITH YELLOW CAP, STAMPED "REALSEARCH RPLS5696";

SOUTH 89 DEGREES 40 MINUTES 14 SECONDS WEST, A DISTANCE OF 194.99 FEET, TO A 1/2-INCH IRON ROD FOUND, FROM WHICH, A 5/8-INCH IRON ROD FOUND WITH YELLOW CAP, STAMPED "REALSEARCH RPLS5696", BEARS SOUTH 60 DEGREES 56 MINUTES 43 SECONDS WEST, A DISTANCE OF 0.08 FEET;

SOUTH 08 DEGREES 19 MINUTES 07 SECONDS EAST, A DISTANCE OF 181.48 FEET, TO A 5/8-INCH IRON ROD FOUND;

SOUTH 65 DEGREES 55 MINUTES 22 SECONDS WEST, A DISTANCE OF 51.32 FEET, TO A 5/8-INCH IRON ROD FOUND;

SOUTH 89 DEGREES 41 MINUTES 25 SECONDS WEST, PASSING A 5/8-INCH IRON ROD SET WITH YELLOW CAP STAMPED "HANNA SURV PLS 6647", AT A DISTANCE OF 401.40 FEET, PASSING A 5/8-INCH IRON ROD FOUND AT A DISTANCE OF 416.41 FEET, AND CONTINUING A TOTAL DISTANCE OF 441.41 FEET, TO A POINT FOR CORNER IN THE APPROXIMATE CENTERLINE OF STEPHENSON LEVY ROAD, SAID POINT BEING THE MOST SOUTHWESTERLY CORNER OF SAID SUBJECT TRACT;

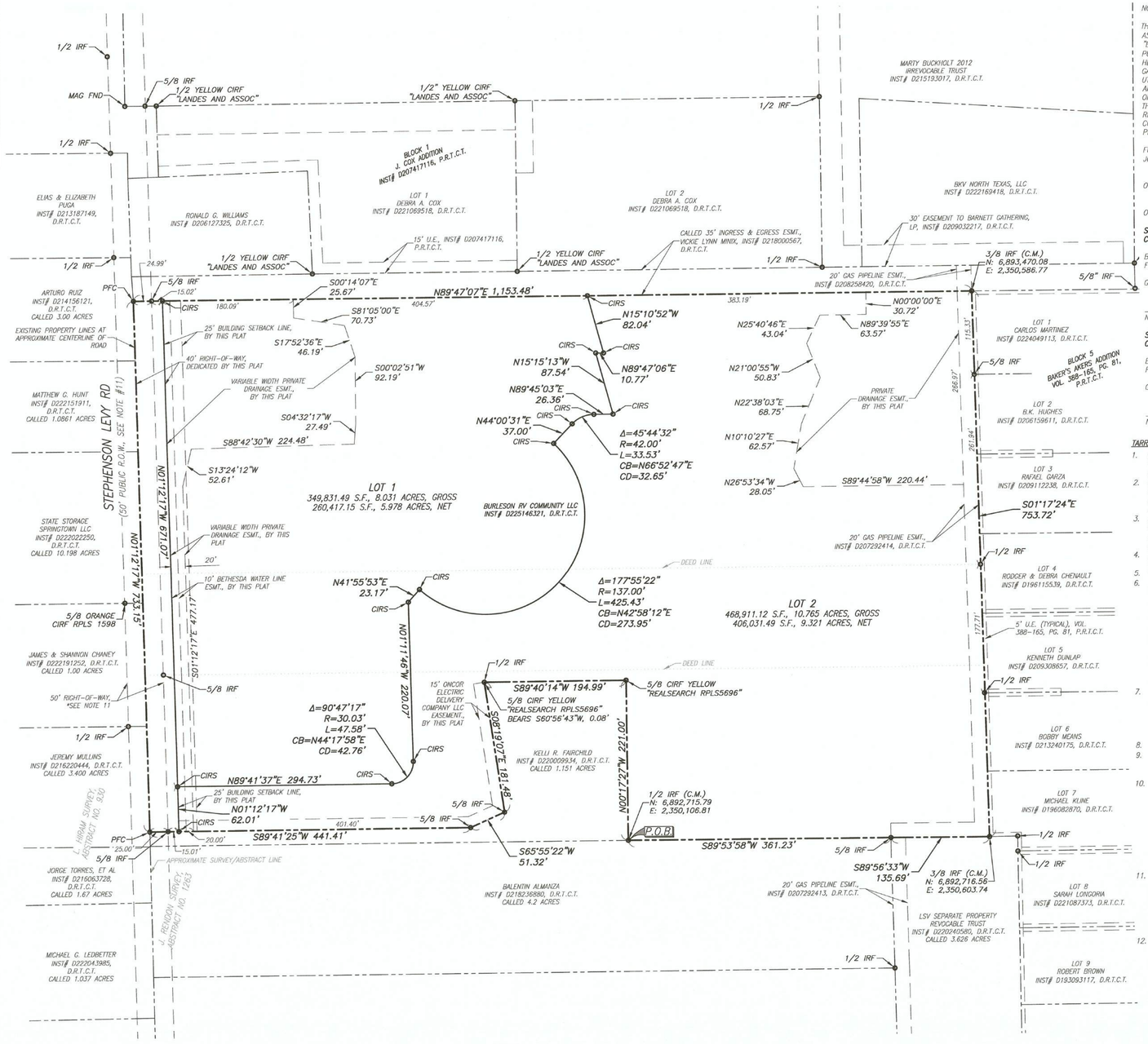
THENCE DEPARTING THE COMMON LINE OF SAID SUBJECT TRACT AND SAID ALMANZA TRACT, AND FOLLOWING THE APPROXIMATE CENTERLINE OF STEPHENSON LEVY ROAD, NORTH 01 DEGREES 12 MINUTES 17 SECONDS WEST, A DISTANCE OF 733.15 FEET, TO A POINT FOR CORNER, SAID POINT BEING THE MOST NORTHWESTERLY CORNER OF SAID SUBJECT TRACT, SAID POINT ALSO BEING THE MOST SOUTHWESTERLY CORNER OF A CALLED .35-FOOT INGRESS AND EGRESS EASEMENT, AS CONVEYED TO VICKIE LYNN MINIX IN A DEED RECORDED IN INSTRUMENT NUMBER D218000567, D.R.T.C.T.;

THENCE DEPARTING THE APPROXIMATE CENTERLINE OF STEPHENSON LEVY ROAD, AND FOLLOWING THE COMMON LINE OF SAID SUBJECT TRACT AND SAID .35-FOOT EASEMENT, NORTH 89 DEGREES 47 MINUTES 07 SECONDS EAST, PASSING A 5/8-INCH IRON ROD FOUND AT A DISTANCE OF 24.99 FEET, PASSING A 5/8-INCH IRON ROD SET WITH YELLOW CAP STAMPED "HANNA SURV PLS 6647", AT A DISTANCE OF 40.01 FEET, PASSING A 5/8-INCH IRON ROD SET WITH YELLOW CAP STAMPED "HANNA SURV PLS 6647", AT A DISTANCE OF 624.67 FEET, AND CONTINUING A TOTAL DISTANCE OF 1,153.48 FEET, TO A 3/8-INCH IRON ROD FOUND (CONTROLLING MONUMENT), SAID POINT BEING THE MOST NORTHEASTERLY CORNER OF SAID SUBJECT TRACT, SAID POINT ALSO BEING THE MOST NORTHWESTERLY CORNER OF LOT 1, BLOCK 5, OF THE BAKER'S AKERS ADDITION, AS DEPICTED IN A PLAT THEREOF, RECORDED AS VOLUME 388-165, PAGE 81 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS;

THENCE DEPARTING THE COMMON LINE OF SAID SUBJECT TRACT AND SAID .35-FOOT EASEMENT, AND FOLLOWING THE COMMON LINE OF SAID SUBJECT TRACT AND SAID BAKER'S AKERS ADDITION, LOTS 1 THROUGH 7, SOUTH 01 DEGREES 17 MINUTES 24 SECONDS EAST, PASSING A 5/8-INCH IRON ROD FOUND AT A DISTANCE OF 115.33 FEET, FOR THE MOST SOUTHWESTERLY CORNER OF SAID LOT 1 AND THE MOST NORTHWESTERLY CORNER OF LOT 2 OF SAID BAKER'S AKERS ADDITION, PASSING A 1/2-INCH IRON ROD FOUND AT A DISTANCE OF 377.27 FEET, PASSING A 1/2-INCH IRON ROD FOUND AT A DISTANCE OF 554.98 FEET, FOR THE MOST SOUTHWESTERLY CORNER OF LOT 5 AND THE MOST NORTHWESTERLY CORNER OF LOT 6 OF SAID BAKER'S AKERS ADDITION, AND CONTINUING A TOTAL DISTANCE OF 753.72 FEET, TO A 3/8-INCH IRON ROD FOUND (CONTROLLING MONUMENT), SAID POINT BEING THE MOST SOUTHEASTERLY CORNER OF SAID SUBJECT TRACT, SAID POINT ALSO BEING ON THE WEST LINE OF LOT 7 OF SAID BAKER'S AKERS ADDITION, SAID POINT ALSO BEING ON THE NORTH LINE OF A CALLED 3.626 ACRE TRACT OF LAND CONVEYED TO LSV SEPARATE PROPERTY REVOCABLE TRUST IN A DEED RECORDED AS INSTRUMENT NUMBER D220240580, D.R.T.C.T.;

THENCE DEPARTING THE COMMON LINE OF SAID SUBJECT TRACT AND SAID BAKER'S AKERS ADDITION, AND FOLLOWING THE COMMON LINE SAID SUBJECT TRACT AND SAID 3.626 ACRE TRACT, SOUTH 89 DEGREES 56 MINUTES 33 SECONDS WEST, A DISTANCE OF 135.69 FEET, TO A 5/8-INCH IRON ROD FOUND, SAID POINT BEING ON THE SOUTH LINE OF SAID SUBJECT TRACT, SAID POINT ALSO BEING THE MOST NORTHWESTERLY CORNER OF SAID 3.626 ACRE TRACT, SAID POINT ALSO BEING THE MOST NORTHEASTERLY CORNER OF SAID ALMANZA TRACT;

THENCE DEPARTING THE COMMON LINE OF SAID SUBJECT TRACT AND SAID 3.626 ACRE TRACT, AND FOLLOWING THE COMMON LINE SAID SUBJECT TRACT AND SAID ALMANZA TRACT, SOUTH 89 DEGREES 53 MINUTES 58 SECONDS WEST, A DISTANCE OF 361.23 FEET, TO **THE POINT OF BEGINNING,** AND CONTAINING 818,742.60 SQUARE FEET, OR 18.796 ACRES, MORE OR LESS.



LOT AND BLOCK TABLE						
LOT NO.	BLOCK NO.	AREA, GROSS	AREA, NET	R.O.W. DEDICATION	DRAINAGE EASEMENT	PURPOSE
1	1	8.031 ACRE/349,831.49 S.F.	6.043 ACRE/263,238.30 S.F.	0.616 ACRE/26,844.18 S.F.	1.372 ACRE/59,749.01 S.F.	RV
2	1	10.765 ACRE/468,911.12 S.F.	9.321 ACRE/406,031.49 S.F.	0.057 ACRE/2,480.50 S.F.	1.387 ACRE/60,399.14 S.F.	RV

* NOTES *

1. THE PURPOSE OF THIS PLAT IS TO CREATE TWO (2) LOTS.
2. BASIS OF BEARING FOR THIS SURVEY IS REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83, NORTH CENTRAL ZONE 4202, AS OBSERVED ON THE ALLTERRA RTK NETWORK. ALL POINTS IN THIS SURVEY ARE SHOWN ON GRID COORDINATES, NO SCALE AND NO PROJECTION, U.S. SURVEY FOOT.
3. ALL CIRS ARE 5/8 INCH IRON ROD WITH YELLOW CAP STAMPED "HANNA SURV PLS 6647".
4. ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) NO. 48439C0435K, DATED 09/25/2009, PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FOR TARRANT COUNTY, TEXAS, UNINCORPORATED AREAS, THIS PROPERTY IS WITHIN ZONE X.
5. WATER SERVICES WILL BE PROVIDED BY BETHESDA WATER SUPPLY CORP.
6. ELECTRICAL SERVICES WILL BE PROVIDED BY ONCOR ELECTRIC DELIVERY.
7. SEWAGE WILL BE SERVICED BY PRIVATE ON-SITE SEPTIC FACILITIES (OSSF)
8. ALL PARTIES WITH AN INTEREST IN THE TITLE OF THIS PROPERTY HAVE JOINED IN ANY DEDICATION
9. PROPOSED RIGHT-OF-WAY DEDICATION IS CONSISTENT WITH THE RIGHT-OF-WAY WIDTH RECOMMENDED IN THE COUNTY'S MASTER THOROUGHFARE PLAN.
10. THERE WERE NO EXISTING WATER WELLS OBSERVED ON THIS SITE AT THE TIME OF SURVEY.
11. STEPHENSON LEVY ROAD RIGHT-OF-WAY DOCUMENT VOL. 19, PG. 394, OF THE TARRANT COUNTY COMMISSIONERS COURT FIELD BOOKS OF PUBLIC ROADS (T.C.C.C.F.B.P.R.), SHOWING A 30' ROW, AND ROAD BOOK 2, PAGE 271, SHOWING A WIDENING TO 50'
12. TARRANT COUNTY SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF PRIVATE DRAINAGE EASEMENTS AND SAID OWNERS AGREE TO INDEMNIFY AND SAVE HARMLESS TARRANT COUNTY, FROM CLAIMS, DAMAGES AND LOSSES ARISING OUT OF OR FROM PERFORMANCE OF THE OBLIGATIONS OF SAID OWNERS SET FORTH IN THIS PARAGRAPH.

FIELD SURVEY BY: AV, KR
DRAWN BY: DL
DATE: 08/11/2025
SCALE: 1" = 80'
PROJECT NO. 25-1571
SAM@HANNA-SE.COM

HANNA SURVEYING & ENGINEERING LLC.

CLIENT:
BENNETT SULTAN
NORM DEVELOPMENT
17350 STATE HWY. 249, SUITE 220
HOUSTON, TX 77064
(347) 278-2234
BEN@USENORM.COM

SURVEYOR:
HANNA SURVEYING AND ENGINEERING, LLC
SAM HANNA, PE, RPLS
1380 US 287 FRONTAGE RD., STE. 101
MANSFIELD, TX 76063
682-553-9474
FIRM NO. 10194633

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE THERE MAY BE OTHER MATTERS THAT AFFECT THIS PROPERTY THAT ARE NOT SHOWN.

I, SAMUEL C. HANNA, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL ON-THE-GROUND SURVEY OF THE LAND AS DESCRIBED, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE DEVELOPMENT AND LAND USE REGULATIONS OF TARRANT COUNTY.

STATE OF TEXAS REGISTERED SAMUEL C. HANNA 6647 PROFESSIONAL LAND SURVEYOR

DATE: 13 AUGUST 2025

SAMUEL C. HANNA, PE, RPLS
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6647

STATE OF TEXAS:
COUNTY OF TARRANT:
DEDICATION

NOW THEREFORE KNOWN TO ALL MEN BY THESE PRESENTS:

THAT I/WE, **BURLESON RV COMMUNITY LLC**, OWNERS, DO HEREBY BIND THEMSELVES AND THEIR HEIRS, ASSIGNEES, AND SUCCESSORS OF TITLE THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS "BURLESON RV COMMUNITY ADDITION", AN ADDITION TO TARRANT COUNTY, AND DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, AND RIGHT-OF-WAY EASEMENTS SHOWN THEREON, AND DO HEREBY RESERVE THE EASEMENT STRIPS SHOWN ON THIS PLAT FOR THE MUTUAL USE AND ACCOMODATION OF GARBAGE COLLECTION AGENCIES AND ALL PUBLIC UTILITIES DESIRING TO USE OR USING SAME. ANY PUBLIC UTILITY, INCLUDING THE COUNTY, SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS THAT IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY OF THESE EASEMENTS STRIPS; AND ANY PUBLIC UTILITY, INCLUDING THE COUNTY, SHALL AT ALL TIMES HAVE THE RIGHT OF INGRESS AND EGRESS TO AND FROM AND UPON THE SAID EASEMENT STRIPS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE.

FURTHERMORE, I/WE CERTIFY THAT ALL PARTIES WITH AN INTEREST IN THE TITLE TO THIS PROPERTY HAVE JOINED IN THIS DEDICATION.

OWNER'S SIGNATURE: _____, ELI DWECK, MANAGING MEMBER

OWNER'S SIGNATURE: _____, BENNETT SULTAN, MANAGING MEMBER

STATE OF TEXAS:
COUNTY OF Tarrant:

BEFORE ME, THE UNDERSIGNED AUTHORITY, APPEARED **ELI DWECK**, WHO SWORE ON THEIR OATH THE ABOVE FOREGOING SWORN STATEMENT OF OWNERSHIP WAS TRUE AND CORRECT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 13 DAY OF August, 2025

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

NICHOLAS DREW LONGORIA
Notary Public, State of Texas
My Commission Expires
January 22, 2028
NOTARY ID 134842606

STATE OF TEXAS:
COUNTY OF Tarrant:

BEFORE ME, THE UNDERSIGNED AUTHORITY, APPEARED **BENNETT SULTAN**, WHO SWORE ON THEIR OATH THE ABOVE FOREGOING SWORN STATEMENT OF OWNERSHIP WAS TRUE AND CORRECT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 13 DAY OF August, 2025

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

NICHOLAS DREW LONGORIA
Notary Public, State of Texas
My Commission Expires
January 22, 2028
NOTARY ID 134842606

TARRANT COUNTY STANDARD PLAT NOTES:

1. DEVELOPMENT IN UNINCORPORATED TARRANT COUNTY SHALL BE SUBJECT TO APPLICABLE MUNICIPAL REGULATIONS, THE CURRENT TARRANT COUNTY DEVELOPMENT REGULATIONS MANUAL, AND THE TARRANT COUNTY FIRE CODE.
2. TARRANT COUNTY PERMITS REQUIRED PRIOR TO DEVELOPMENT WITHIN THIS SUBDIVISION, AS APPLICABLE, INCLUDE, BUT ARE NOT LIMITED TO, CONSTRUCTION WITHIN THE PUBLIC RIGHTS-OF-WAY, DRIVEWAY ACCESS TO PUBLIC ROADS, DEVELOPMENT WITHIN A DESIGNATED FLOODPLAIN, SALVAGE YARDS, STORMWATER MITIGATION, AND ON-SITE SEWAGE SYSTEMS.
3. ALL DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY. ALL DRAINAGE EASEMENTS THAT ARE ADJACENT AND PARALLEL TO THE RIGHT-OF WAY OF DEDICATED PUBLIC ROADWAYS WILL BE MAINTAINED BY TARRANT COUNTY AS APPROVED BY TARRANT COUNTY TRANSPORTATION SERVICES.
4. THE SITING AND CONSTRUCTION OF WATER WELLS SHALL BE SUBJECT TO THE REGULATIONS OF THE NORTHERN TRINITY GROUNDWATER CONSERVATION DISTRICT.
5. TARRANT COUNTY IS NOT RESPONSIBLE FOR CONFIRMING OR ENSURING THE AVAILABILITY OF GROUNDWATER
6. ANY EXISTING CREEK, STREAM, RIVER OR DRAINAGE CHANNEL TRAVERSING ALONG OR ACROSS PORTIONS OF THIS ADDITION WILL REMAIN UNOBSTRUCTED AT ALL TIMES AND WILL BE MAINTAINED BY THE ADJACENT PROPERTY OWNER, OR THE HOME OWNERS ASSOCIATION, IF APPLICABLE. THE COUNTY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE, EROSION CONTROL, AND/OR OPERATION OF SAID DRAINAGE WAYS. THE HOMEOWNERS SHALL KEEP THE ADJACENT DRAINAGE WAYS TRAVERSING THEIR PROPERTY CLEAN AND FREE OF DEBRIS, SILT OR OTHER SUBSTANCES WHICH WOULD RESULT IN UNSANITARY CONDITIONS, AND THE COUNTY SHALL HAVE THE RIGHT OF ENTRY FOR THE PURPOSES OF INSPECTING MAINTENANCE WORK BY THE PROPERTY OWNERS. THE DRAINAGE WAYS ARE OCCASIONALLY SUBJECT TO STORMWATER OVERFLOW DAMAGES RESULTING FROM THE STORMWATER OVERFLOW AND/OR BANK EROSION THAT CANNOT BE IDENTIFIED. THE COUNTY SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM THE OCCURRENCE OF THESE PHENOMENA, NOR THE FAILURE OF ANY STRUCTURES WITHIN THE DRAINAGE WAYS. THE DRAINAGE WAY CROSSING EACH LOT IS CONTAINED WITHIN THE FLOODPLAIN/DRAINAGE EASEMENT LINE AS SHOWN ON THE PLAT.
7. TARRANT COUNTY SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF PRIVATE STREETS, DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS, AND OPEN SPACES; AND THE OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF PRIVATE STREETS, DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS, AND OPEN SPACES, AND SAID OWNERS AGREE TO INDEMNIFY AND SAVE HARMLESS TARRANT COUNTY FROM ALL CLAIMS, DAMAGES, AND LOSSES ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE OBLIGATIONS OF SAID OWNERS SET FOR IN THIS PARAGRAPH.
8. TARRANT COUNTY DOES NOT ENFORCE SUBDIVISION DEED RESTRICTIONS.
9. LAND OWNERS AND SUBSEQUENT OWNERS OF LOTS OR PARCELS WITHIN THIS SUBDIVISION ARE ENCOURAGED TO CONTACT TARRANT COUNTY'S TRANSPORTATION SERVICES DEPARTMENT PRIOR TO CONDUCTING ANY DEVELOPMENT ACTIVITIES.
10. ANY PUBLIC UTILITY, INCLUDING THE COUNTY, SHALL HAVE THE RIGHT TO REMOVE AND KEEP CLEAR ALL OR PART OF ANY BUILDING, FENCES, TREES, OVERGROWN SHRUBS OR IMPROVEMENTS THAT IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY OF THE EASEMENT OR RIGHT-OF-WAY SHOWN ON THE PLAT (OR FILED BY A SEPARATE INSTRUMENT THAT IS ASSOCIATED WITH SAID PROPERTY); AND ANY PUBLIC UTILITY, INCLUDING THE COUNTY, SHALL HAVE THE RIGHT AT ALL TIMES AN INGRESS AND EGRESS TO AND FROM UPON SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, INSPECTION, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE. PROPERTY OWNERS SHALL MAINTAIN EASEMENTS. THE COUNTY CAN REMOVE TREES OR ANY OTHER IMPROVEMENT(S) AND DOES NOT HAVE THE RESPONSIBILITY TO REPLACE THEM.
11. TARRANT COUNTY REQUIRES A MINIMUM LOT SIZE OF 1.0 ACRE (NET) FOR PROPERTIES THAT ARE NOT SERVED BY A PUBLIC WATER SYSTEM, AND THAT WILL BE SERVED BY PRIVATE ON-SITE SEWAGE FACILITIES (OSSF). FOR LOTS THAT ARE LESS THAN 1.0 ACRE (NET) AND NOT SERVED BY A PUBLIC WATER SYSTEM, LANDOWNERS SHALL SUBMIT A FORMAL REQUEST FOR A VARIANCE OF THE TARRANT COUNTY DEVELOPMENT REGULATIONS RELATING TO LOT SIZE AND A WRITTEN AUTHORIZATION FROM TARRANT COUNTY PUBLIC HEALTH CONFIRMING THAT IT HAS NO OBJECTIONS WITH THE PROCESSING OF THE PLAT. THE APPROVAL OF THIS PLAT DOES NOT GUARANTEE THAT ANY LOT IS SUITABLE FOR AN OSSF.
12. TARRANT COUNTY DOES NOT ENFORCE BUILDING SETBACKS MORE THAN THE COUNTY'S MINIMUM REQUIREMENTS – 25 FEET FROM ROW FOR COUNTY ROADS AND 50 FEET FROM ROW FOR STATE HIGHWAYS. (TLGC 233.031–233.032)

COMMISSIONERS COURT
TARRANT COUNTY, TEXAS

PLAT APPROVAL DATE: 08-25-2025

BY:
☐ CLERK OF COMMISSIONERS COURT
☑ TRANSPORTATION SERVICES DEPARTMENT

NOTE: CONSTRUCTION NOT COMPLETED WITHIN TWO YEARS OF THE RECORDING DATE SHALL BE SUBJECT TO CURRENT COUNTY SUBDIVISION STANDARDS AND REGULATIONS.

PLAT REVISION:
1. 6/27/2025
2. 7/14/2025
3. 7/22/2025

80' 0 80' 160'
GRAPHIC SCALE IN FEET
1" = 80'

FINAL PLAT
LOT 1 & 2, BLOCK 1,
BURLESON RV COMMUNITY ADDITION, AN ADDITION TO TARRANT COUNTY, TEXAS, BEING A TRACT OF LAND OUT OF THE J. RENDON SURVEY, ABSTRACT NO. 1263, TARRANT COUNTY, TEXAS
MAY 29, 2025

PAGE 1 OF 1 CASE NO. TCP-25-007

TARRANT COUNTY TRANSPORTATION SERVICES

200 Taylor Street, Ste. 305 | Fort Worth, TX 76196 | 817-884-1250 | www.tarrantcountytx.gov

NOTICE OF ADMINISTRATIVE APPROVAL OF FINAL PLAT

PROPERTY INFORMATION

Case #: TCP-25-007

Property Address: 7185 Stephenson Levy Precinct: 2

Subdivision Name: Burleson RV Community Addition Total Acres: 18.796

Proposed Use of the Property: R.V. Community Total # of Lots Established: 2

APPLICANT INFORMATION

Property Owner/Agent (Name and Company, if applicable): Bennett Sultan, Norm Development

Phone Number: 347-278-2234 Email: ben@usenorm.com

DEPARTMENT APPROVAL

The attached final plat has been reviewed by the Tarrant County Transportation Services Department and has successfully met the standards contained in the *Tarrant County Development Regulations Manual*. To meet statutory time requirements for plat approvals, the Tarrant County Transportation Services Department will take the following action on or before August 27, 20 25:

☑ Approve *

☐ Approve with Conditions

☐ Deny

Joseph Jackson, P.E., CFM

Digitally signed by Joseph Jackson, P.E., CFM
Date: 2025.08.19 10:38:26 -05'00'

Tarrant County Transportation Services

08/19/2025

Date

COMMISSIONERS ACKNOWLEDGEMENT

I have reviewed the attached final plat and the information provided above. I acknowledge the need to meet statutory time requirements for plat approvals, and I have no objection to the administrative action by the *Tarrant County Transportation Services Department*, as described above.

Alicia Simmons

Tarrant County Commissioner, Precinct 2

8/25/25

Date

**Following approval of the plat application, the plat shall be filed in accordance with Section 3.03 of the County's Development Regulations Manual.*

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 11
Department:	**Prepared By:** Sarah VanTassel	**Approved By:** Joseph Jackson

SUBJECT:

Consideration of Final Plat with Variance - Southwood Estates, Second Filing - Precinct 2

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court grant a variance from the Tarrant County Development Manual relating to the requirement that all roadways conform to the specifications included within the Tarrant County Engineering Standards Manual. In addition and contingent to the variance approval, it is requested that the Commissioners Court consider for recording in the Plat Records of Tarrant County, Texas, the Final Plat of Lot 7R, Block 4, Southwood Estates, Second Filing, an addition to Tarrant County, Texas; being 2.479 acres of land, a replat of Lots 7 and 8, Block 4, Southwood Estates, Second Filing, an addition to Tarrant County, Texas, as recorded in Vol. 388-79, Page 56, Plat Records, Tarrant County, Texas.

BACKGROUND

The Tarrant County Development Regulations Manual requires final plats that include right-of-way to conform to the specifications included within the Tarrant County Engineering Standards Manual. To conform to the Tarrant County Engineering Standards Manual, a final plat is required to include right-of-way consisting of a minimum of 70 feet.

The proposed replat is adjacent to Southwood Drive, a county-maintained 60-foot right-of-way road. The previous Subdivision and Land Use Regulations, requiring a 60-foot right-of-way, was followed when the original subdivision play was reviewed and approved. However, to meet the standards contained in the current Tarrant County Development Regulations Manual, a 5-foot right-of-way dedication along Southwood Drive would be required.

Given that the replat is located in an established neighborhood without the need for additional right-of-way, the requested variance supports a 60-foot right-of-way as described in the previous Subdivision and Land Use Regulations.

The purpose of re-platting is to combine two (2) residential lots into one (1) residential lot.

The subdivision was released from the City of Fort Worth extraterritorial jurisdiction (ETJ). The ETJ Release is attached and was approved by the City of Fort Worth on September 4, 2024, Tracking No. BAX-24-064.

There is no Federal Emergency Management Agency designated floodplain associated with this plat.

A location map of this subdivision in Precinct 2 is attached. A copy of the variance request letter from the applicant is attached. A copy of the Request for Variance and Final Plat Approval form, acknowledged by Precinct 2 Commissioner Alisa Simmons, it attached.

Apart from the variance request, the proposed final plat has been reviewed by Tarrant County Transportation Services and has successfully met all other standards contained in the Tarrant County Development Regulations Manual.

FISCAL IMPACT

There is no fiscal impact associated with this item.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

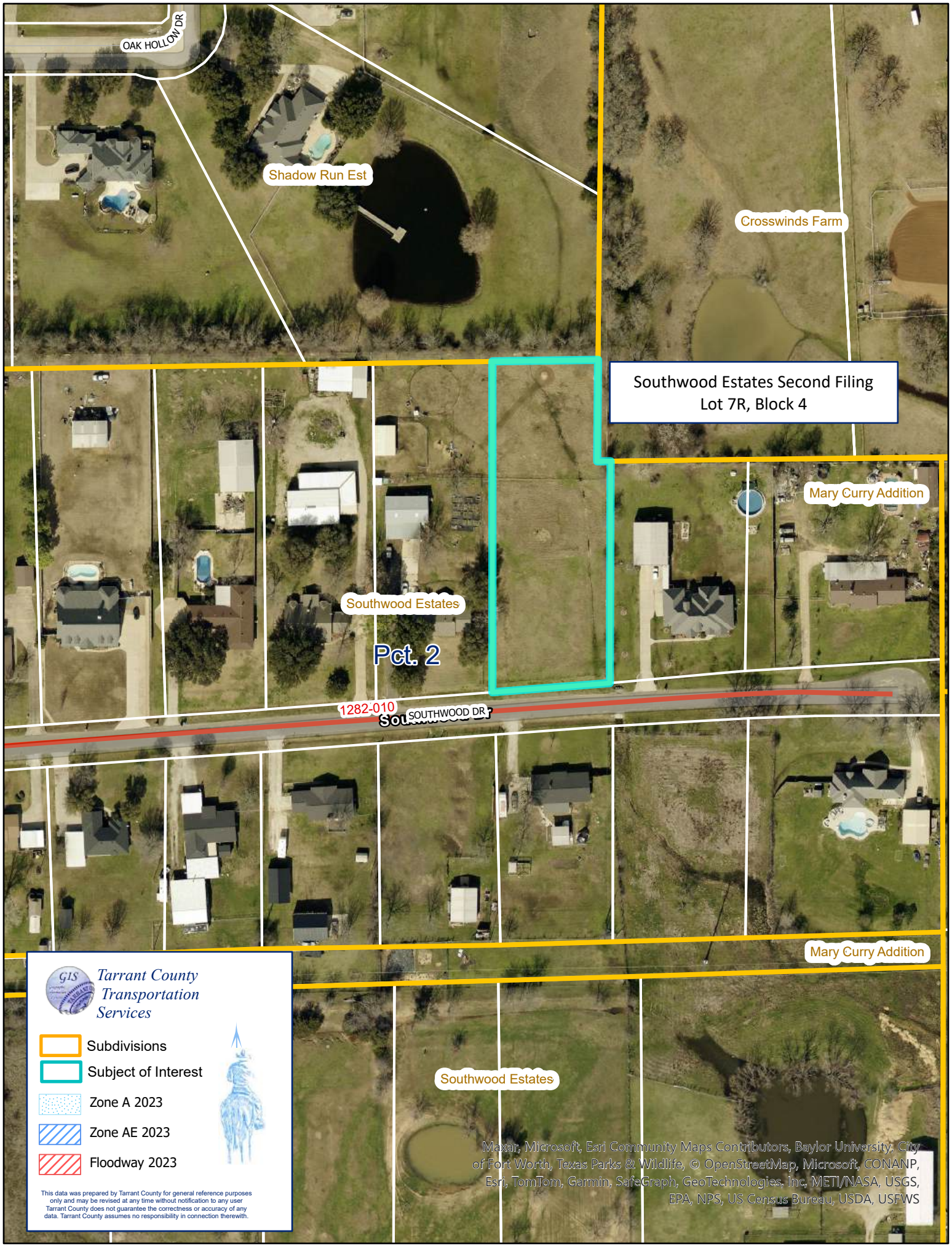
*By law, the District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____
Auditor

Attachments

Southwood Estates Second Filing lot 7R Block 4 Court Map.pdf
Southwood Estates.TCP-25-009.UNINC-Application.ETJ Release-06262025.pdf
Southwood Estates.TCP-25-009.UNINC-Revised Variance Request-08052025.pdf
Southwood Estates.TCP-25-009.UNINC-Signed Plat for CCAgenda-08212025.pdf
Southwood Estates.TCP-25-009.UNINC-Tax Documents-08212025.pdf
Southwood Estates Replat.TCP-25-009.UNINC-Request for Variance Approval.TCTS Signed.Comm'r Signed-08282025.pdf
To be Deleted


OAK HOLLOW DR
Shadow Run Est
Crosswinds Farm
Southwood Estates Second Filing
Lot 7R, Block 4
Mary Curry Addition
Southwood Estates
Pct. 2
1282-010
SOUTHWOOD DR
Mary Curry Addition
Southwood Estates
Tarrant County
Transportation
Services
Subdivisions
Subject of Interest
Zone A 2023
Zone AE 2023
Floodway 2023
This data was prepared by Tarrant County for general reference purposes only and may be revised at any time without notification to any user Tarrant County does not guarantee the correctness or accuracy of any data. Tarrant County assumes no responsibility in connection therewith.
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FORT WORTH®

September 4, 2024

Randall C. Renois
149 Southwood Drive
Burleson, Texas 76028

RE: Release of Area from the City of Fort Worth's Extraterritorial Jurisdiction (ETJ) by Petition of Landowner or Resident Pursuant to Chapter 42, Subchapter D of the Texas Local Government Code Tracking No. BAX-24-064

Dear Randall C. Renois:

On September 4, 2024, the City of Fort Worth received a petition to release an area from the City of Fort Worth's extraterritorial jurisdiction pursuant to Chapter 42, Subchapter D of the Texas Local Government Code. A description of the area that was included in the petition is attached hereto as Exhibit "A". The City of Fort Worth has reviewed the petition and has determined that the petition complies with state law. Therefore, the area described in Exhibit "A" is released from the City of Fort Worth's extraterritorial jurisdiction.

Release from the Fort Worth Extraterritorial Territorial Jurisdiction (ETJ) means that your property will no longer fall under limited jurisdictional authority granted by the State of Texas to the City of Fort Worth. The City of Fort Worth will have no oversight in matters including but not limited to regional planning of services such as the water, sewer, and transportation networks and the general health, safety, and welfare of persons residing in the property(s) included in the petition. Please note that removal from the ETJ prevents the option to receive City of Fort Worth services in the future including police and fire services.

Any area that has been released from the City of Fort Worth's ETJ may not be included in the ETJ or corporate boundaries of the City of Fort Worth unless the owners of the area subsequently request that the area be included in the City of Fort Worth's ETJ or corporate boundaries.

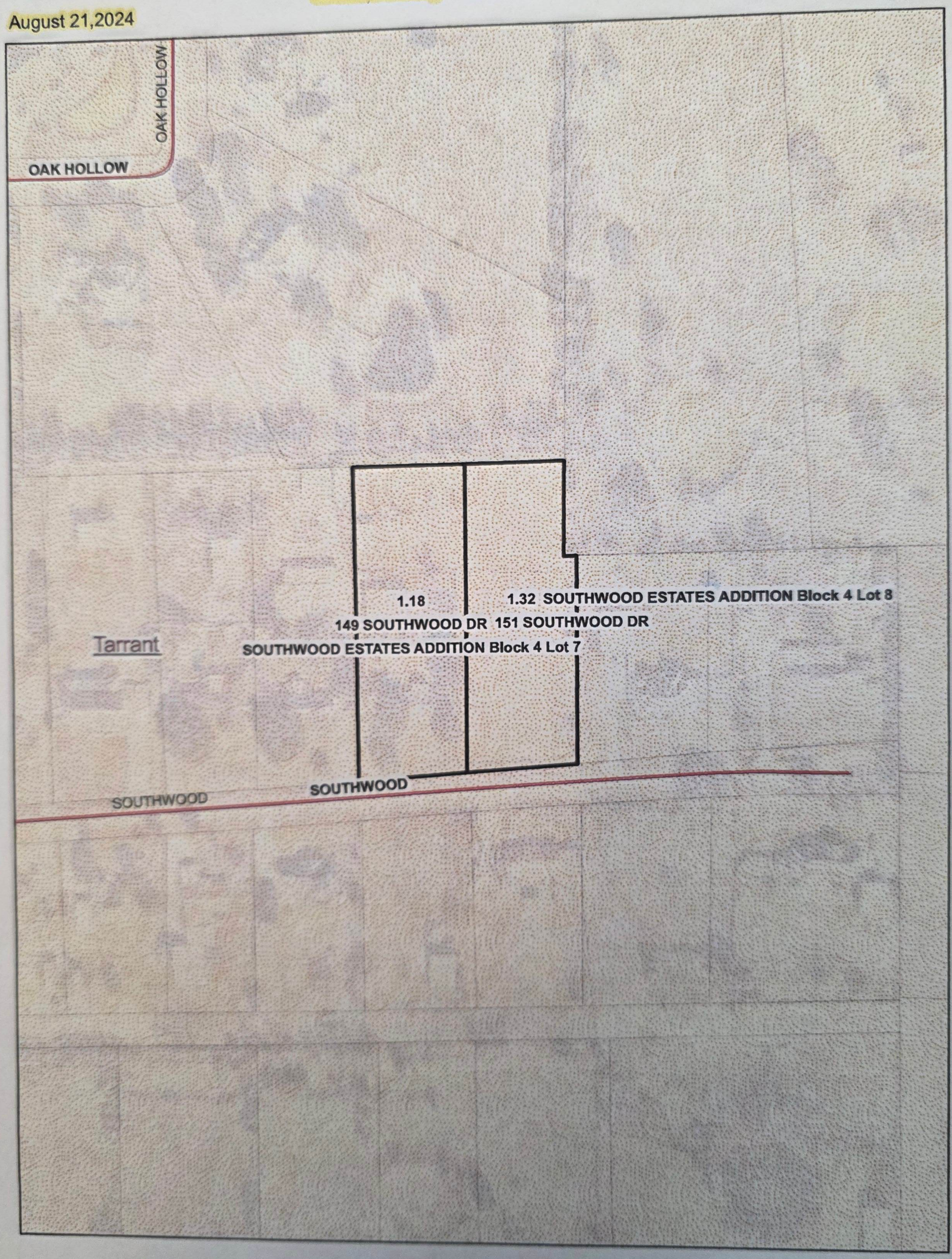
Sincerely,

Dalton Harrell (Sep 4, 2024 15:25 CDT)

D.J. Harrell
Director
Development Services Department
Office: 817-392-8032
Email: d.j.harrell@fortworthtexas.gov

EXHIBIT - S.B. 2038 Petition
149 (1.08 acres) and 151 (1.32 acres) Southwood Drive, Burleson, Texas 76028

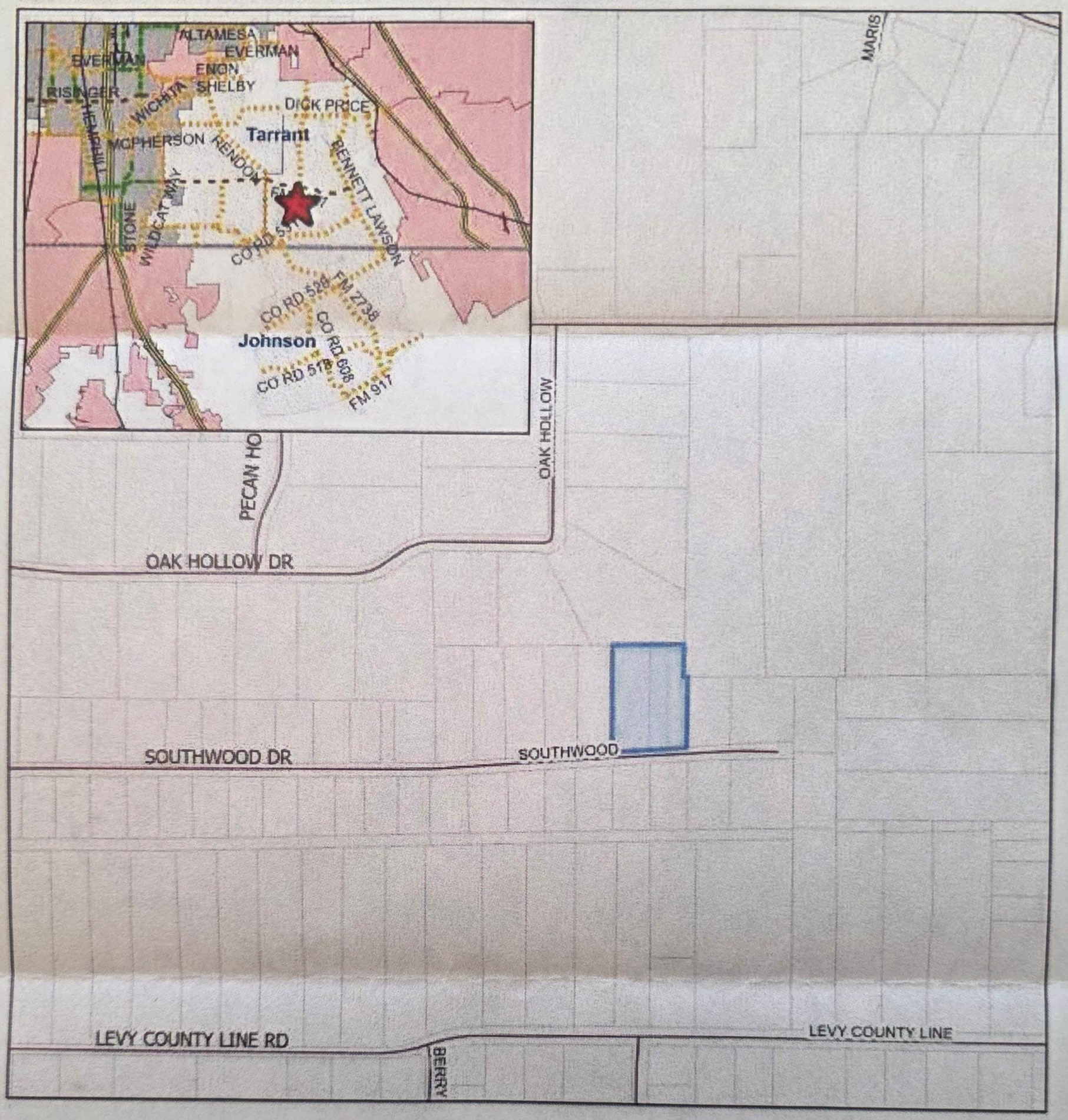
August 21,2024



BAX-24-064

Exhibit A

Approximately 2.5 Acres Adjacent Council District 8



0 300 600 Feet

1:6,000

FORT WORTH.

Development Services Department
09/04/2024

Fort Worth
DESIGNATION

- Full Purpose
- Limited Purpose
- Extraterritorial Jurisdiction
- County Boundaries
- Adjacent Cities
- Subject Property

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July 30, 2025

Subject: Plat Case: TCP-25-099 - Variance Request for Right-of-Way at 149 and 151 Southwood Drive, Burleson, TX 76028

Dear Tarrant County Commissioners,

We are Randy and Juli Renois, owners of the properties at **149 and 151 Southwood Drive, Burleson, TX 76028**. These properties are legally described as Lots 7 & 8, Block 4, Southwood Estates, Second Filing, according to the plat recorded in Volume 388-79, Page 56, Plat Records, Tarrant County, Texas.

Our goal is to consolidate these two lots into one unified property through a replat, as the subdivision was established in 1972.

In accordance with Tarrant County's Development Regulations that require all county maintained roads conform to the specifications included in the Engineering Standards Manual, we formally request a **waiver for the additional right-of-way dedication**. This request is made after consulting with County Staff, who confirmed that Tarrant County has no future plans to widen Southwood Drive.

We kindly ask for your approval of this request. Thank you for your time and consideration.

Sincerely,

Randy and Juli Renois

Randy Renois Juli Renois

State of Texas
County of Tarrant

Whereas Randall Renois and Juliane Renois, being the sole owners of a 2.479 acre tract of land out of the J. Cross Survey, Abstract No. 379, Tarrant County, Texas; being all of those certain tracts conveyed to Renois in Volume 16938, Page 115, and D204248251, Real Property Records, Tarrant County, Texas (R.P.R.T.C.T.); also being known as Lots 7 and 8, Block 4, Southwood Estates, Second Filing, according to the plat recorded in Volume 388-79, Page 56, Plat Records, Tarrant County, Texas (P.R.T.C.T.); and being further described by metes and bounds as follows:

The following Bearings, Distances, and/or Areas derived from GNSS observations performed by Texas Surveying & Engineering, Inc. and reflect N.A.D. 1983, Texas State Plane Coordinate System, North Central Zone 4202 (Grid - US Survey Feet).

BEGINNING at a set 1/2" capped iron rod stamped "TEXAS SURVEYING INC" in the north right-of-way of Southwood Drive, and at the southwest corner of said Renois (V. 16938, P. 115) and said Lot 7, also being the southeast corner of a certain Lot 6, in said Block 4, for the southwest and beginning corner of this tract; WHENCE a found 5/8" iron rod at the southwest corner of a certain Lot 5, in said Block 4, bears S 85°36'06" W 260.72 feet;

THENCE N 00°21'38" W 399.13 feet, to a set 1/2" capped iron rod stamped "TEXAS SURVEYING INC" in the south line of a certain Lot 13R, Block 1, Shadow Run Estates, according to the plat recorded in Cabinet A, Slide 79, P.R.T.C.T., at the northeast corner of said Lot 6, and at the northwest corner of said Renois (V. 16938, P. 115) tract and said Lot 7, for the northwest corner of this tract;

THENCE N 89°07'25" E, at 130.00 feet, passing a found 1/2" iron rod in the south line of said Lot 13R and at the northerly common corner of said Renois tracts and at the northerly common corner of said Lots 7 and 8, and in all 277.06 feet, to a found 5/8" iron rod in the west line of a certain Lot 1, Block 1, Crosswinds Farm, according to the plat recorded in Cabinet B, Slide 2334, P.R.T.C.T., at the southeast corner of said Lot 13R, and at the northeast corner of said Renois (D204248251) tract and said Lot 8, for the northeast corner of this tract;

THENCE S 00°18'55" E 133.92 feet, to a found 1/2" iron rod at the westerly common corner of said Lot 1, and of a certain Lot 9, in said Block 4, and at a corner of said Renois (D204248251) tract and said Lot 8, for a corner of this tract;

THENCE S 00°00'59" W 248.28 feet, to a set 1/2" capped iron rod stamped "TEXAS SURVEYING INC" in the north right-of-way of said road, at the southwest corner of said Lot 9, and at the southeast corner of said Renois (D204248251) tract and said Lot 8, for the southeast corner of this tract;

THENCE S 85°36'06" W with the north right-of-way of said road, at 145.63 feet, passing a found 5/8" iron rod at the southerly common corner of said Renois tracts and at the southerly common corner of said Lots 7 and 8, and in all 275.99 feet, to the POINT OF BEGINNING, and containing 2.479 acres, more or less.

Surveyor's Certificate

Know All Men By These Presents:

That I, Zachariah R. Savory, do hereby certify that I prepared this plat from an actual and accurate survey of the land, that the corner monuments shown thereon as "set" were properly placed under my personal supervision, in accordance with Tarrant County Development and Land Use Regulations.

Zachariah R. Savory, Registered Professional Land Surveyor No. 5966
Texas Surveying & Engineering, Inc.
104 S. Walnut St, Weatherford, TX 76086
weatherford@txs-e.com - 817-594-0400
Project ID: W2505010-RP
Field Date: May 19, 2025
Revised Date: August 6, 2025

STATE OF TEXAS · REGISTERED · ZACHARIAH R. SAVORY · 5966 · PROFESSIONAL · LAND SURVEYOR

Now, Therefore, Know All Men By These Presents:

That Randall Renois and Juliane Renois, acting herein by and through its duly authorized officer(s), do(es) hereby adopt this plat designating the herein above described property as Lot 7R, Block 4, Soutwood Estates, Second Filing, an addition to Tarrant County, Texas; and do(es) hereby dedicate to the public's use the streets, rights-of-way and easements shown thereon. All parties with an interest in the title of this property have joined in any dedication. Tarrant County will not accept the dedication of roads without proof of clear title to those roads.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of Tarrant County, Texas.

Witness, my hand, this the 21 day of August, 2025.

By:
Randall Renois (Owner)

Juliane Renois (Owner)

State of Texas
County of Parker

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared Randall Renois, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed, on behalf of said entities and in the capacities stated.

given under my hand and seal of office on this the 21st day of August, 2025.

Notary Public in and for the State of Texas

TERESA MCGEE
Notary Public, State of Texas
Comm. Expires 08-16-2027
Notary ID 132132208

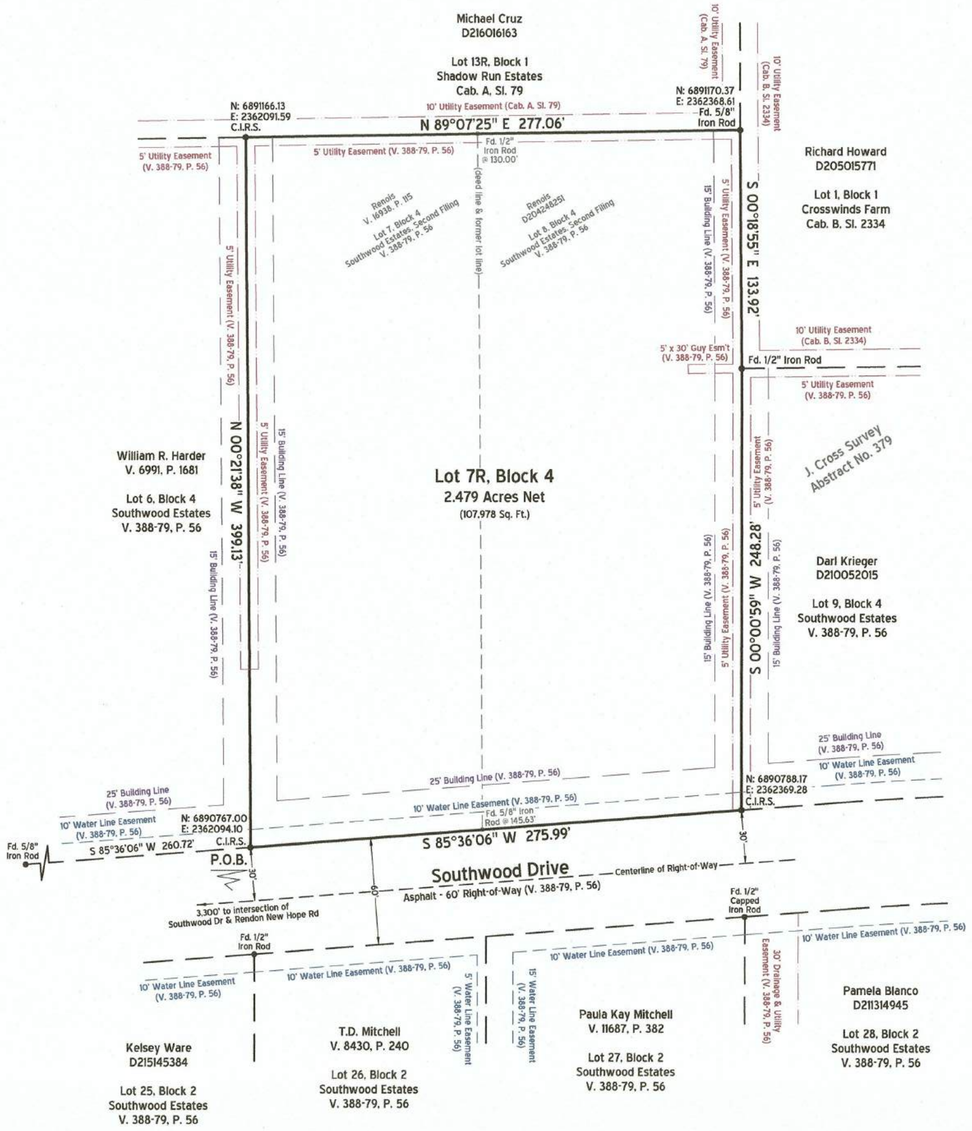
State of Texas
County of Parker

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared Juliane Renois, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed, on behalf of said entities and in the capacities stated.

given under my hand and seal of office on this the 21st day of August, 2025.

Notary Public in and for the State of Texas

TERESA MCGEE
Notary Public, State of Texas
Comm. Expires 08-16-2027
Notary ID 132132208



Surveyor:
Zachariah R. Savory, R.P.L.S.
104 S. Walnut St
Weatherford, TX 76086
817-594-0400
weatherford@txs-e.com

Owner(s):
Randall & Juliane Renois
149 Southwood Dr
Burleson, TX 76028

1" = 60'

0 60 120 180

TCP-25-009

COMMISSIONERS' COURT
TARRANT COUNTY, TEXAS

PLAT APPROVAL DATE:

_____

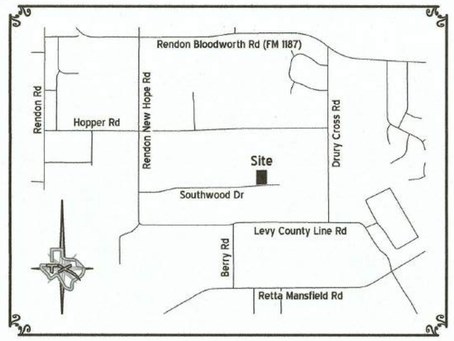
BY:

_____

☐ CLERK OF COMMISSIONERS' COURT
☐ TRANSPORTATION SERVICES DEPARTMENT

Note:
Construction not completed within two years of the recording date shall be subject to current County Subdivision Standards and Regulations.

Vicinity Map (1" = 3,000')



Tarrant County Notes:

1. Development in unincorporated Tarrant County shall be subject to applicable municipal regulations, the current Tarrant County Subdivision and Land Use Regulations and the Tarrant County Fire Code.

2. Tarrant County permits required prior to development within this subdivision, as applicable, include, but are not limited to, construction within the public rights-of-way, driveway access to public roads, development within a designated floodplain, salvage yards, stormwater mitigation, and on-site sewage systems.

3. All drainage easements shall be kept clear of fences, buildings, foundations, plantings, and other obstructions to the operation and maintenance of the drainage facility. All drainage easements that are adjacent and parallel to the right-of-way of dedicated public roadways will be maintained by Tarrant County as approved by Tarrant County Transportation Services.

4. The siting and construction of water wells shall be subject to the regulations of the Northern Trinity Groundwater Conservation District.

5. Tarrant County is not responsible for confirming or ensuring the availability of groundwater.

6. Any existing creek, stream, river or drainage channel traversing along or across portions of this addition will remain unobstructed at all times and will be maintained by the adjacent property owner, or the Home Owners Association, if applicable. The County will not be responsible for the maintenance, erosion control, and/or operation of said drainage ways. The home owners shall keep the adjacent drainage ways traversing their property clean and free of debris, silt or other substances which would result in unsanitary conditions, and the County shall have the right of entry for the purposes of inspecting maintenance work by the property owners. The drainage ways are occasionally subject to storm water overflow damages resulting from the storm water overflow and/or bank erosion that cannot be identified. The County shall not be liable for any damages resulting from the occurrence of these phenomena, nor the failure of any structures within the drainage ways. The drainage way crossing each lot is contained within the floodplain/drainage easement line as shown on the plat.

7. Tarrant County shall not be responsible for the maintenance of private streets, drives, emergency access easements, recreation areas, and open spaces; and the owners shall be responsible for the maintenance of private streets, drives, emergency access easements, recreation areas, and open spaces, and said owners agree to indemnify and save harmless Tarrant County from all claims, damages, and losses arising out of or resulting from performance of the obligations of said owners set for in this paragraph.

8. Tarrant County does not enforce subdivision deed restrictions.

9. Land owners and subsequent owners of lots or parcels within this subdivision are encouraged to contact Tarrant County's Transportation Services Department prior to conducting any development activities.

10. Any public utility, including the County, shall have the right to remove and keep clear all or part of any building, fences, trees, overgrown shrubs or improvements that in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of the easement or right-of-way shown on the plat (or filed by a separate instrument that is associated with said property); and any public utility, including the County, shall have the right at all times an ingress and egress to and from upon said easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining, and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone. Property owners shall maintain easements. The County can remove trees or5 any other improvement(s) and does not have the responsibility to replace them.

11. Tarrant County requires a minimum lot size of 1.0 acre (net) for properties that are not served by a public water system, and that will be served by private on-site sewage facilities (OSSF). For lots that are less than 1.0 acre (net) and not served by a public water system, landowners shall submit a formal request for a variance of the Tarrant County Development Regulations relating to lot size and a written authorization from Tarrant County Public Health confirming that it has no objections with the processing of the plat. The approval of this plat does not guarantee that any lot is suitable for an OSSF.

12. All parties with an interest in the title of this property have joined in any dedication. Tarrant County will not accept the dedication of roads without proof of clear title to those roads.

13. Water services to be provided by Aqua Texas, Inc. Sanitary sewer services to be provided by private on-site septic facilities.

14. At time of plat, this property does not lie within any Extraterritorial Jurisdiction or Limits of any City or Town. Per Tracking No. BAX-24-064, this property was released by petition from the Extraterritorial Jurisdiction of the City of Fort Worth.

15. Tarrant County does not enforce building setbacks exceeding the minimum requirement of 25 feet.

16. There are currently no water wells on the subject property.

Land Use Table	
Total Gross & Net Area:	2.479 Acres (107,978 Sq. Ft.)
Number of Residential Lots:	1
Right of Way Dedication:	N/A
Purpose/Use:	Residential

Surveyor's Notes:

A) No abstract of title or title commitment was provided to this surveyor. Record research performed by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.

B) Currently this tract appears to be located within the following area(s):

Other Areas, Zone "X" - Areas determined to be outside the 0.2% annual chance floodplain.

according to the F.I.R.M. Community Panel 48439C0455K, dated September 25, 2009; for up to date flood hazard information always visit the official F.E.M.A. website at FEMA.gov.

C) Bearings, Distances, and/or Areas derived from GNSS observations and reflect N.A.D. 1983, Texas State Plane Coordinate System, North Central Zone 4202 (Grid - US Survey Feet).

D) Underground utilities were not located during this survey. Call 811 and/or Utility Providers before excavation or construction.

E) Please consult all applicable governing entities regarding rules & regulations, that may affect construction on this property.

F) C.I.R.S = 1/2" Capped Iron Rod Set with orange plastic caps stamped "TEXAS SURVEYING INC"

G) Abbreviations:
P.O.B. = Point of Beginning
O.P.R.T.C.T. = Official Public Records, Tarrant County, Texas
P.R.T.C.T. = Plat Records, Tarrant County, Texas

H) There are no existing water wells on site.

Final Plat
Lot 7R, Block 4 Southwood Estates, Second Filing

an addition to Tarrant County, Texas

Being a 2.479 acre tract of land out of the J. Cross Survey, Abstract No. 379, Tarrant County, Texas, also being known as Lots 7 and 8, Block 4, southwood Estates, Second Filing, according to the plat recorded in Volume 388-79, Page 56, Plat Records, Tarrant County, Texas

August 2025

TEXAS SURVEYING & ENGINEERING INC.
WEATHERFORD - MINERAL WELLS - ALEDO
SURVEYING FIRM NO. 10100000 - ENGINEERING FIRM NO. F-17586

TARRANT COUNTY TAX OFFICE

100 E. Weatherford, Room 105 • Fort Worth, Texas 76196-0301 • 817-884-1100
taxoffice@tarrantcountytx.gov
In God We Trust

RICK D. BARNES
Tax Assessor-Collector

TAX CERTIFICATE FOR ACCOUNT : 00002911701
AD NUMBER: 39780 4 7
CERTIFICATE NO : 143374138

DATE : 8/21/2025
FEE : $10.00

COLLECTING AGENCY

RICK D. BARNES
PO BOX 961018
FORT WORTH TX 76161-0018

REQUESTED BY

RENOIS RANDALL C AND RENOIS JULIANE

149 SOUTHWOOD DR
BURLESON TX 760282831

PROPERTY DESCRIPTION

SOUTHWOOD ESTATES ADDITION BLO CK 4 LOT 7

0000149 SOUTHWOOD DR
1.18 ACRES

PROPERTY OWNER

RENOIS RANDALL C AND RENOIS JULIANE

149 SOUTHWOOD DR
BURLESON TX 760282831

YEAR	TAX UNIT	AMOUNT DUE
2024	Tarrant County	$0.00
2024	JPS HEALTH NETWORK	$0.00
2024	TARRANT COUNTY COLLEGE	$0.00
2024	EMERGENCY SERVICE DISTRICT #1	$0.00
2024	MANSFIELD ISD	$0.00
	TOTAL	$0.00

ISSUED TO : RENOIS RANDALL C AND RENOIS JULIANE
ACCOUNT NUMBER: 00002911701
TOTAL CERTIFIED TAX: $0.00

As Deputy Tax Assessor/Collector for Tarrant County , I do hereby certify pursuant to Texas Property Tax Code Section 31.08 that the delinquent taxes, penalties and attorney fees due for only the above described property are as listed below according to the current tax records. Additional taxes may become due on the described property, which are not reflected herein, if the said described property has or is receiving any special statutory valuations that may trigger tax rollback provisions and other changes to the appraisal roll made subsequent to the issuance of this certificate.

This certificate applies to ad valorem taxes only and does not apply to any special assessment levies.

_____Deputy

TAX ASSESSOR-COLLECTOR
TARRANT COUNTY, TEXAS

TARRANT COUNTY TAX OFFICE

100 E. Weatherford, Room 105 • Fort Worth, Texas 76196-0301 • 817-884-1100
taxoffice@tarrantcountytx.gov
In God We Trust

RICK D. BARNES
Tax Assessor-Collector

TAX CERTIFICATE FOR ACCOUNT : 00002911728
AD NUMBER: 39780 4 8
CERTIFICATE NO : 143374139

DATE : 8/21/2025
FEE : $10.00

COLLECTING AGENCY
RICK D. BARNES
PO BOX 961018
FORT WORTH TX 76161-0018

REQUESTED BY
RENOIS RANDALL AND RENOIS JULIANE

149 SOUTHWOOD DR
BURLESON TX 760282831

PROPERTY DESCRIPTION
SOUTHWOOD ESTATES ADDITION BLO CK 4 LOT 8

0000151 SOUTHWOOD DR
1.32 ACRES

PROPERTY OWNER
RENOIS RANDALL AND RENOIS JULIANE

149 SOUTHWOOD DR
BURLESON TX 760282831

YEAR	TAX UNIT	AMOUNT DUE
2024	Tarrant County	$0.00
2024	JPS HEALTH NETWORK	$0.00
2024	TARRANT COUNTY COLLEGE	$0.00
2024	EMERGENCY SERVICE DISTRICT #1	$0.00
2024	MANSFIELD ISD	$0.00
	TOTAL	$0.00

ISSUED TO : RENOIS RANDALL AND RENOIS JULIANE
ACCOUNT NUMBER: 00002911728
TOTAL CERTIFIED TAX: $0.00

As Deputy Tax Assessor/Collector for Tarrant County , I do hereby certify pursuant to Texas Property Tax Code Section 31.08 that the delinquent taxes, penalties and attorney fees due for only the above described property are as listed below according to the current tax records. Additional taxes may become due on the described property, which are not reflected herein, if the said described property has or is receiving any special statutory valuations that may trigger tax rollback provisions and other changes to the appraisal roll made subsequent to the issuance of this certificate.

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_____Deputy

TAX ASSESSOR-COLLECTOR
TARRANT COUNTY, TEXAS

TARRANT COUNTY TRANSPORTATION SERVICES

200 Taylor Street, Ste. 305 | Fort Worth, TX 76196 | 817-884-1250 | www.tarrantcountytx.gov

REQUEST FOR VARIANCE APPROVAL

PROPERTY INFORMATION

Case #: TCP-25-009

Property Address: 149 Southwood Drive, Burleson, TX 76028 Precinct: 2

Subdivision Name: Southwood Estates Total Acres (net): 2.479

Proposed Use of the Property: Residential Total # of Lots Established: 1

APPLICANT INFORMATION

Property Owner/Agent (Name and Company, if applicable): Randall & Juliane Renois

Phone Number: 817-994-0949 Email: juli.renois@gmail.com

APPLICANT REQUESTS:

The attached letter from Applicant requests approval of variance from the *Tarrant County Development Regulations* requiring:

- ☐ Final Plats comprised of subdivided lots using on-site water wells, include a certification of groundwater availability prepared by a licensed Engineer or geoscientist. [TC-DRM § 2.02(C3)]
- ☑ All roadways must conform to specifications included within the Engineering Standards Manual. [TC-DRM § 4.05(A), TC-ESM § 3.04 & 3.05]

DEPARTMENT RECOMMENDATION:

The attached final plat has been reviewed by the Tarrant County Transportation Services Department (Department) and has successfully met the standards contained in the *Tarrant County Development Regulations Manual*, with the exception of the variance request(s) listed above. With approval of the variance request(s), the Tarrant County Transportation Services Department recommends the approval of the final plat.

Joseph Jackson — Tarrant County Transportation Services

08/25/2025 — Date

COMMISSIONER ACKNOWLEDGEMENT

I have reviewed the attached final plat and variance request as described above. I have no objection to the Commissioners Court's or the Department's approval of the final plat and variance request.

Alisa Simmons — Tarrant County Commissioner, Precinct 2

28 August 2025 — Date

Following approval of the plat application and variance request, the plat shall be filed in accordance with Section 3.03 of the County's Development Regulations Manual.

TARRANT COUNTY TRANSPORTATION SERVICES

200 Taylor Street, Ste. 305 | Fort Worth, TX 76196 | 817-884-1250 | www.tarrantcountytx.gov

REQUEST FOR VARIANCE APPROVAL

PROPERTY INFORMATION

Case #: TCP-25-009

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Subdivision Name: Southwood Estates Total Acres (net): 2.479

Proposed Use of the Property: Residential Total # of Lots Established: 1

APPLICANT INFORMATION

Property Owner/Agent (Name and Company, if applicable): Randall & Juliane Renois

Phone Number: 817-994-0949 Email: juli.renois@gmail.com

APPLICANT REQUESTS:

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- ☑ All roadways must conform to specifications included within the Engineering Standards Manual. [TC-DRM § 4.05(A), TC-ESM § 3.04 & 3.05]

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Joseph Jackson

Tarrant County Transportation Services

08/25/2025

Date

COMMISSIONER ACKNOWLEDGEMENT

I have reviewed the attached final plat and variance request as described above. I have no objection to the Commissioners Court's or the Department's approval of the final plat and variance request.

Tarrant County Commissioner, Precinct 2

Date

Following approval of the plat application and variance request, the plat shall be filed in accordance with Section 3.03 of the County's Development Regulations Manual.

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 7
Department:	**Prepared By:** Nicole Benoit	**Approved By:** Joseph Jackson

SUBJECT:

Consideration of Final Plat - Buckholt Addition - Precinct 2

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider for recording in the Plat Records of Tarrant County, Texas, the Final Plat of Lots 1 and 2, Block 1, Buckholt Addition, and addition to Tarrant County, Texas; being 15.441 acres of land situated in the Matthew Anderson Survey, Abstract No. 9, the Sheldon Grimsley Survey, Abstract No. 574, and the G.H. Power Survey, Abstract No. 1214, Tarrant County Texas.

BACKGROUND

The Subdivision is located within the City of Fort Worth Extraterritorial Jurisdiction (ETJ). The plat is attached and has been approved and signed by the City of Fort Worth.

There is no Federal Emergency Management Agency designated floodplain associated with this plat.

A location map of the subdivision in Precinct 2 is attached.

The Takings Impact Assessment (TIA) Waiver for this plat is attached.

Water will be provided by Bethesda Water Supply Corporation.

The final plat has been reviewed by Tarrant County Transportation Services and has successfully met the standards contained in the Tarrant County Development Regulations.

FISCAL IMPACT

There is no fiscal impact associated with this item.

Attachments

Buckholt Addition.FS-25-130.FWETJ-CFW Signed Plat for CCAgenda-08222025.pdf
Buckholt Addition Lost 1 & 2 Block 1 Court Map.pdf
Buckholt Addition.FS-25-130.FWETJ-TIA Waiver-08222025.pdf
Buckholt Addition.FS-25-130.FWETJ-Tax Documents-08222025.pdf

SANITARY SEWER FOR THIS ADDITION

"SANITARY SEWER TO BE SERVED BY PRIVATE INDIVIDUAL DISPOSAL SYSTEM"

TARRANT COUNTY NOT RESPONSIBLE FOR MAINTENANCE

"TARRANT COUNTY SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF PRIVATE STREETS, DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS AND OPEN SPACES; AND THE OWNERS SHALL BE RESPONSIBLE FOR THE MEINTENANCE OF PRIVATE STREETS, DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS AND OPEN SPACES, AND SAID OWNERS AGREE TO INDEMNIFY AND SAVE HARMLESS TARRANT COUNTY, FROM ALL CLAIMS, DAMAGES AND LOSSES ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE OBLIGATIONS OF SAID OWNERS SET FORTH IN THIS PARAGRAPH"

WATER FOR THIS ADDITION

"WATER TO THIS ADDITION IS PROVIDED BY BETHESDA WATER SUPPLY CORP.

THERE ARE NO WATER WELLS ON THIS SITE.

CONSTRUCTION PROHIBITED OVER EASEMENTS

"NO PERMANENT BUILDINGS OR STRUCTURES SHALL BE CONSTRUCTED OVER ANY EXISTING OR PLATTED WATER, SANITARY SEWER, DRAINAGE, GAS, ELECTRIC, CABLE OR OTHER UTILITY EASEMENT OF ANY TYPE."

PRIVATE MAINTENANCE

"THE CITY OF FORT WORTH SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF PRIVATE STREETS, DRIVES, EMERGENCY ACCESS EASEMENTS, PUBLIC ACCESS EASEMENTS, PUBLIC PEDESTRIAN ACCESS EASEMENTS, RECREATION AREAS, OPEN SPACES AND DRAINAGE FACILITIES, AND SAID OWNERS AGREE TO INDEMNIFY AND SAVE HARMLESS THE CITY OF FORT WORTH, TEXAS FROM CLAIMS, DAMAGES AND LOSSES ARISING OUT OF OR FROM PERFORMANCE OF THE OBLIGATIONS OF SAID OWNERS SET FORTH IN THIS PARAGRAPH."

FLOOD PLAIN

NO PORTION OF THIS PROPERTY LIES WITHIN A 100-YEAR FLOOD BOUNDARY LINE ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE RATE MAP FOR TARRANT COUNTY, TEXAS, COMMUNITY PANEL No. 48439C0455 K, MAP REVISED SEPTEMBER 25, 2009. THE PROPERTY LIES WITHIN ZONE "X"

UTILITY EASEMENTS

"ANY PUBLIC UTILITY, INCLUDING THE CITY OF FORT WORTH, SHALL HAVE THE RIGHT TO MOVE AND KEEP MOVED ALL OR PART OF ANY BUILDING, FENCE, TREE, SHRUB, OTHER GROWTH OR IMPROVEMENT WHICH IN ANY WAY ENDANGERS OR INTERFERES WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY OF THE EASEMENTS SHOWN ON THE PLAT; AND THEY SHALL HAVE THE RIGHT AT ALL TIMES TO INGRESS AND EGRESS UPON SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, INSPECTION, PATROLLING, MAINTAINING, AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE."

SITE DRAINAGE STUDY

"A SITE DRAINAGE STUDY, SHOWING CONFORMANCE WITH THE APPROVED ROADWAY DRAINAGE PLAN, MAY BE REQUIRED BEFORE ANY BUILDING PERMIT WILL BE ISSUED ON THIS SITE (A GRADING PLAN IN SOME INSTANCES MAY BE ADEQUATE.) IF THE SITE DOES NOT CONFORM, THEN A DRAINAGE STUDY MAY BE REQUIRED ALONG WITH A CFA FOR ANY REQUIRED DRAINAGE IMPROVEMENTS AND THE CURRENT OWNER SHALL SUBMIT A LETTER TO THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS STATING AWARENESS THAT A SITE DRAINAGE STUDY WILL BE REQUIRED BEFORE ANY PERMIT IS ISSUED. THE CURRENT OWNER WILL INFORM EACH BUYER OF THE SAME."

FLOOD PLAIN/DRAINAGE-WAY MAINTENANCE

"THE EXISTING CREEK, STREAM, RIVER, OR DRAINAGE CHANNEL TRAVERSING ALONG OR ACROSS PORTIONS OF THIS ADDITION, WILL REMAIN UNOBSTRUCTED AT ALL TIMES AND WILL BE MAINTAINED BY THE ADJACENT PROPERTY OWNER, OR THE HOME OWNERS ASSOCIATION, IF APPLICABLE. THE COUNTY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE, EROSION CONTROL, AND/OR OPERATION OF SAID DRAINAGE-WAYS. THE HOME OWNERS SHALL KEEP THE ADJACENT DRAINAGE-WAYS TRAVERSING THEIR PROPERTY CLEAN AND FREE OF DEBRIS, SILT OR OTHER SUBSTANCES WHICH WOULD RESULT IN UNSANITARY CONDITIONS, AND THE COUNTY SHALL HAVE THE RIGHT OF ENTRY FOR THE PURPOSE OF INSPECTING THE MAINTENANCE WORK BY THE PROPERTY OWNERS. THE DRAINAGE-WAYS ARE OCCASIONALLY SUBJECT TO STORM WATER OVERFLOW DAMAGES RESULTING FROM THE STORM WATER OVERFLOW AND/OR BANK EROSION THAT CANNOT BE DEFINED. THE COUNTY SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM THE OCCURRENCE OF THESE PHENOMENA, NOR THE FAILURE OF ANY STRUCTURES WITHIN THE DRAINAGE-WAYS. THE DRAINAGE-WAY CROSSING EACH LOT IS CONTAINED WITHIN THE FLOODPLAIN/DRAINAGE EASEMENT LINE AS SHOWN ON THE PLAT.

ALL DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY."

STORMWATER MANAGEMENT PLAN

"A FINAL STORM WATER MANAGEMENT PLAN (SWMP) DEMONSTRATING HOW SITE RUNOFF WILL BE MITIGATED TO PRECLUDE ANY ADVERSE IMPACT TO THE SURROUNDING AREA (AS DEFINED BY THE EDITION OF THE CITY OF FORT WORTH INTEGRATED STORMWATER MANAGEMENT CRITERIA MANUAL CURRENT AT THE TIME THE SWMP IS SUBMITTED) MUST BE SUBMITTED AND APPROVED BY THE CITY OF FORT WORTH PRIOR TO ANY SOIL DISTURBANCE EXCEEDING 0.5 ACRES."

SIDEWALK AND STREETLIGHTS

"SIDEWALKS AND STREETLIGHTS ARE REQUIRED FOR ALL PUBLIC AND PRIVATE STREETS AS PER CITY OF FORT WORTH STANDARDS."

WATER/WASTEWATER IMPACT FEES

"THE CITY OF FORT WORTH HAS AN ORDINANCE IMPLEMENTING THE ASSESSMENT AND COLLECTION OF WATER AND WASTEWATER IMPACT FEES. THE TOTAL AMOUNT ASSESSED IS ESTABLISHED ON THE RECORDATION DATE OF THIS PLAT APPLICATION, BASED UPON SCHEDULE I OF THE CURRENT IMPACT FEE ORDINANCE. THE AMOUNT TO BE COLLECTED IS DETERMINED UNDER SCHEDULE II THEN IN EFFECT ON THE DATE A BUILDING PERMIT IS ISSUED, OR THE CONNECTION DATE TO THE MUNICIPAL WATER AND/OR WASTEWATER SYSTEM."

TARRANT COUNTY NOTES:

1. DEVELOPMENT IN UNINCORPORATED TARRANT COUNTY SHALL BE SUBJECT TO APPLICABLE MUNICIPAL REGULATIONS, THE CURRENT TARRANT COUNTY DEVELOPMENT REGULATIONS MANUAL, AND THE TARRANT COUNTY FIRE CODE.

2. TARRANT COUNTY PERMITS REQUIRED PRIOR TO DEVELOPMENT WITHIN THIS SUBDIVISION, AS APPLICABLE, INCLUDE, BUT ARE NOT LIMITED TO, CONSTRUCTION WITHIN THE PUBLIC RIGHTS-OF-WAY, DRIVEWAY ACCESS TO PUBLIC ROADS, DEVELOPMENT WITHIN A DESIGNATED FLOODPLAIN, SALVAGE YARDS, STORMWATER MITIGATION, AND ON-SITE SEWAGE SYSTEMS.

3. ALL DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS, PLANTINGS AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY. ALL DRAINAGE EASEMENTS THAT ARE ADJACENT AND PARALLEL TO THE RIGHT-OF-WAY OF DEDICATED PUBLIC ROADWAYS WILL BE MAINTAINED BY TARRANT COUNTY AS APPROVED BY TARRANT COUNTY TRANSPORTATION SERVICES.

4. THE SITING AND CONSTRUCTION OF WATER WELLS SHALL BE SUBJECT TO THE REGULATIONS OF THE NORTHERN TRINITY GROUNDWATER CONSERVATION DISTRICT.

5. TARRANT COUNTY IS NOT RESPONSIBLE FOR CONFIRMING OR ENSURING THE AVAILABILITY OF GROUNDWATER.

6. ANY EXISTING CREEK, STREAM, RIVER OR DRAINAGE CHANNEL TRAVERSING ALONG OR ACROSS PORTIONS OF THIS ADDITION WILL REMAIN UNOBSTRUCTED AT ALL TIMES AND WILL BE MAINTAINED BY THE ADJACENT PROPERTY OWNER, OR THE HOMEOWNERS ASSOCIATION, IF APPLICABLE. THE COUNTY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE, EROSION CONTROL, AND/OR OPERATION OF SAID DRAINAGE WAYS. THE HOMEOWNERS SHALL KEEP THE ADJACENT DRAINAGE WAYS TRAVERSING THEIR PROPERTY CLEAN AND FREE OF DEBRIS, SILT OR OTHER SUBSTANCES WHICH WOULD RESULT IN UNSANITARY CONDITIONS, AND THE COUNTY SHALL HAVE THE RIGHT OF ENTRY FOR THE PURPOSES OF INSPECTING MAINTENANCE WORK BY THE PROPRTY OWNERS. THE DRAINAGE WAYS ARE OCCASIONALLY SUBJECT TO STORMWATER OVERFLOW DAMAGES RESULTING FROM THE STORMWATER OVERFLOW AND/OR BANK EROSION THAT CANNOT BE IDENTIFIED. THE COUNTY SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM THE OCCURENCE OF THESE PHENOMENA, NOR THE FAILURE OF ANY STRUCTURES WITHIN THE DRAINAGE WAYS. THE DRAINAGE WAY CROSSING EACH LOT IS CONTAINED WITHIN THE FLOODPLAIN/DRAINAGE EASEMENT LINE, AS SHOWN ON THE PLAT.

7. TARRANT COUNTY SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF PRIVATE STREETS, DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS, AND OPEN SPACES; AND THE OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF PRIVATE STREETS, DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS, AND OPEN SPACES, AND SAID OWNERS AGREE TO INDEMNIFY AND SAVE HARMLESS TARRANT COUNTY FROM ALL CLAIMS, DAMAGES, AND LOSSES ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE OBLIGATIONS OF SAID OWNERS SET FORTH IN THIS PARAGRAPH.

8. TARRANT COUNTY DOES NOT ENFORCE SUBDIVISION DEED RESTRICTIONS.

9. LANDOWNERS AND SUBSEQUENT OWNERS OF LOTS OR PARCELS WITHIN THIS SUBDIVISION ARE ENCOURAGED TO CONTACT TARRANT COUNTY'S TRANSPORTATION SERVICES DEPARTMENT PRIOR TO CONDUCTING ANY DEVELOPMENT ACTIVITIES.

10. ANY PUBLIC UTILITY, INCLUDING THE COUNTY, SHALL HAVE THE RIGHT TO REMOVE AND KEEP CLEAR ALL OR PART OF ANY BUILDING, FENCES, TREES, OVERGROWN SHRUBS, OR IMPROVEMENTS THAT IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, R EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY OF THE EASEMENT OR RIGHT-OF-WAY SHOWN ON THE PLAT (OR FILED BY A SEPARATE INSTRUMENT THAT IS ASSOCIATED WITH SAID PROPERTY); AND ANY PUBLIC UTILITY, INCLUDING THE COUNTY, SHALL HAVE THE RIGHT AT ALL TIMES AN INGRESS AND EGRESS TO AND FROM UPON SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, INSPECTION, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE. PROPERTY OWNERS SHAL MAINTAIN EASEMENTS. THE COUNTY CAN REMOVE TREES OR ANY OTHER IMPROVEMENT(S) AND DOES NOT HAVE THE RESPONSIBILITY TO REPLACE THEM.

11. TARRANT COUNTY REQUIRES A MINIMUM LOT SIZE OF 1.0 ACRE (NET) FOR PROPERTIES THAT ARE NOT SERVED BY A PUBLIC WATER SYSTEM, AND THAT WILL BE SERVED BY PRIVATE ON-SITE SEWAGEE FACILITIES (OSSF). FOR LOTS THAT ARE LESS THAN 1.0 ACRE (NET), LANDOWNERS SHALL SUBMIT A FORMAL REQUEST FOR A VARIANCE OF THE TARRANT COUNTY DEVELOPMENT REGULATIONS RELATING TO LOT SIZE AND A WRITTEN AUTHORIZATION FROM TARRANT COUNTY PUBLIC HEALTH CONFIRMING THAT IT HAS NO OBJECTIONS WITH THE PROCESSING OF THE PLAT. THE APPROVAL OF THIS PLAT DOES NOT GUARANTEE THAT ANY LOT IS SUITABLE FO AN OSSF.

12. TARRANT COUNTY DOES NOT ENFORCE BUILDING SETBACKS MORE THAN THE COUNTY MINIMUM REQUIREMENTS – 25 FEET FROM ROW FOR COUNTY MAINTAINED ROADS AND 50 FEET FROM ROW FOR STATE HIGHWAYS. (TLGC § 233.031–233.032.).

COMMISSIONER'S COURT
TARRANT COUNTY, TEXAS

PLAT APPROVAL DATE: _____

BY: _____

☐ CLERK OF COMMISSIONERS COURT
☐ TRANSPORTATION SERVICES DEPARTMENT

NOTE:

CONSTRUCTION NOT COMPLETED WITHIN TWO YEARS OF THE RECORDING DATE SHALL BE SUBJECT TO CURRENT COUNTY SUBDIVISION STANDARDS AND REGULATIONS

FORT WORTH

CITY PLAN COMMISSION
CITY OF FORT WORTH, TEXAS
THIS PLAT IS VALID ONLY IF RECORDED WITHIN NINETY (90) DAYS AFTER DATE OF APPROVAL.

PLAT APPROVAL DATE: August 28, 2025

BY: _____ CHAIRMAN

BY: _____ SECRETARY

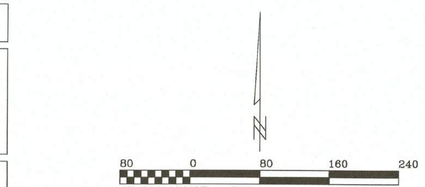
BASIS OF BEARINGS: EAST BOUNDARY LINE OF SUBJECT PROPERTY PER CORRECTION AFFIDAVIT RECORDED IN CC# D217064592, R.P.R.T.C.T.

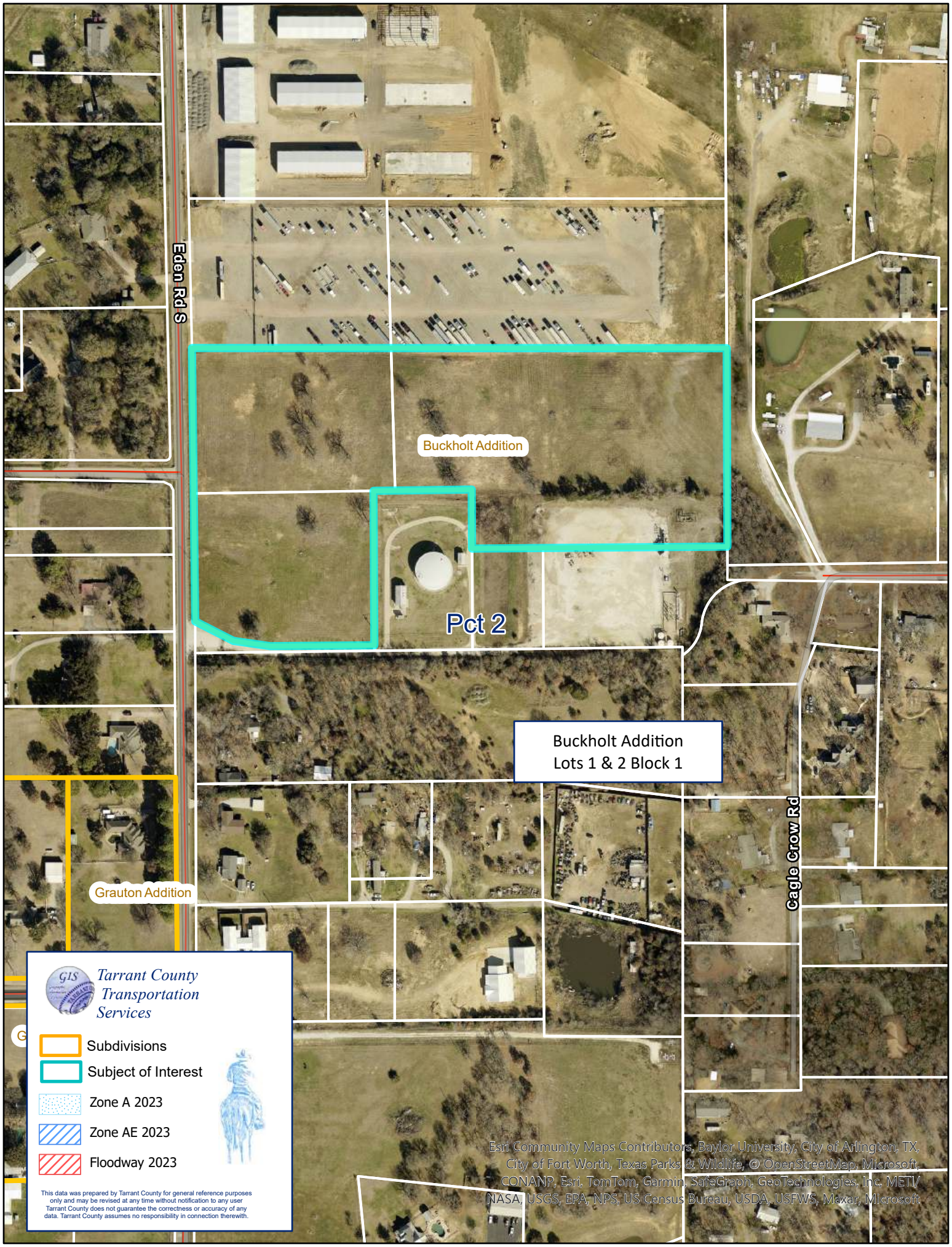
* L E G E N D *

○	IRON ROD FOUND
○	IRON ROD SET W/ORANGE PLASTIC CAP STAMPED "R. W. COOMBS RPLS 5294"
C.M.	CONTROLLING MONUMENT
D.R.T.C.T.	DEED RECORDS, TARRANT COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS
R.P.R.T.C.T.	REAL PROPERTY RECORDS, TARRANT COUNTY, TEXAS
———	SUBJECT PROPERTY BOUNDARY LINE
—— — — ——	RIGHT-OF-WAY, PROPERTY LINES
– – – – – –	EASEMENT LINES

Coombs Land Surveying, Inc.
P.O. Box 6160 Fort Worth Texas 76115
(817) 920-7600
T.B.P.L.S. FIRM No. 10111800
CLS JOB No. 16-0134
GF No. 23151272-30BT

* N O T E *
ALL SUBJECT PROPERTY BOUNDARY LINE BEARINGS AND DISTANCES ARE DEED & ACTUAL UNLESS OTHERWISE NOTED HEREON.


80 0 80 160 240
GRAPHIC SCALE - FEET
SCALE: 1" = 80'
S 89°58'45"E 1303.86'
1278.86'
S 89°58'45"E 1298.97'
1258.97'
PLACE OF BEGINNING
N = 6908605.27
E = 2368499.03
RIGHT-OF-WAY DEDICATION FOR EDEN ROAD SOUTH IS CONSISTANT WITH THE CITY OF FORT WORTH MASTER THOROUGHFARE PLAN
40.00'
4.92'
N 01°05'15"W 334.77'
N 01°05'15"W 342.13'
N 01°05'15"W 307.89'
N 01°05'15"W 303.30'
N 01°05'15"W 640.23'
81.51'
81.77'
S 89°39'17"W 224.60'
S 00°18'19"E 28.19'
S 89°25'30"W 432.47'
349.09'
S 89°25'30"W 228.12'
S 89°25'30"W 83.84'
S 89°25'30"W 83.57'
N 84°56'11"W 345.92'
N 84°56'11"W 352.65'
N 89°42'12"W 6.46'
S 00°18'19"E 353.31'
N 00°18'19"W 130.53'
N 00°18'19"W 251.87'
S 89°34'04"W 593.25'
N 89°25'30"E 97.31'
N 89°43'17"E 373.09'
S 88°17'35"W 131.19'
S 00°59'21"E 129.78'
121.30'
N = 6908143.95
E = 2369800.02
S 00°15'03"E 334.71'
135.07'
126.52'
N 42°12'54"W 186.27'
140.09'
149.56'
95.81'
75.38'
S 00°16'03"E 460.85'
LOT 1
11.464 Ac.
(499,378 s.f.)
LOT 2
3.391 Ac.
(147,706 s.f.)
THE RANCH BOAT AND RV STORAGE , LLC
CC# D222212364
O.P.R.T.C.T.
JAY ERIC HASBROUCK
CC#D205257266
O.P.R.T.C.T.
DOUGLAS WIGHT & SPOUSE, DAYLA WIGHT
CC# D218168175
D.R.T.C.T.
BRITANY BLEINSTEIN
CC# D223162719
D.R.T.C.T.
TERRY WAYNE BROWN
VOL. 8402, PG. 2268
D.R.T.C.T.
RUDOLPH R. REJCEK & JANIE F. REJCEK
VOL. 12579, PG. 803
D.R.T.C.T.
BREWER TAYLOR FAMILY TRUST
CC# D222207297
D.R.T.C.T.
BETHESDA WATER (TRACT III)
CC# D217046151
D.R.T.C.T.
(ALSO DENOTED AS PERMANENT ACCESS ESM'T. IN
CC# D217046151
D.R.T.C.T.)
BETHESDA WATER (TRACT I)
CC# D217046151
D.R.T.C.T.
W. A. DIEHL
VOL. 1662, PG. 92
D.R.T.C.T.
CURRENT OWNER:
JENNIFER BASPED DORCEL ADAMS
VOL. 15630, PG. 26
D.R.T.C.T.
GAS PAD SITE
SURFACE USE AGREEMENT
ANTERO RESOURCES I, LP
CC# D204163016
D.P.R.T.C.T.
KEVIN MALONEY
CC# D217036469
D.R.T.C.T.
CARLA DEBORAH SUAREZ CASTILLO
CC# D216288450
D.R.T.C.T.
20' BARNETT GATHERING LP ES'M'T.
CC# D207276305
D.R.T.C.T.
20' BARNETT GATHERING LP ES'M'T.
CC# D208319558
D.R.T.C.T.
20' BARNETT GATHERING LP ES'M'T.
CC# D207276305
D.R.T.C.T.
20' WATER LINE EASEMENT TO CITY OF ARLINGTON PER JUDGEMENT CAUSE No. 2018-000252-1 TARRANT COUNTY COURT AT LAW No. 1 WITH LIS PENDENS CC# D218012140 R.P.R.T.C.T. & AGREED JUDGEMENT CC# D222004528 R.P.R.T.C.T.
20' WATER LINE EASEMENT TO CITY OF ARLINGTON PER JUDGEMENT CAUSE No. 2018-000252-1 TARRANT COUNTY COURT AT LAW No. 1 WITH LIS PENDENS CC# D218012140 R.P.R.T.C.T. & AGREED JUDGEMENT CC# D222004528 R.P.R.T.C.T.
20' WATER LINE ES'MT. TO BETHESDA WATER CC# D217046151 D.R.T.C.T.
CENTERLINE 15' ONCOR ES'MT. ⊕ N 00°16'19"W 43.0'
SERVICE ROAD & PIPELINE SURFACE USE AGREEMENT ANTERO RESOURCES I, LP CC# D204163016 D.P.R.T.C.T.
100' TARRANT REGIONAL WATER DISTRICT ES'MT. CC# D208419570 D.R.T.C.T.
100' TARRANT REGIONAL WATER DISTRICT ES'MT. CC# D208419570 D.R.T.C.T.
45' ROAD EASEMENT (22.5' ON EACH SIDE OF CENTERLINE) SHOWN ON TARRANT COUNTY ENGINEER'S OFFICE MAPS DATED 1933. NO RECORDED DOCUMENT FOUND.
DOCTOR GARRISON ROAD
EDEN ROAD SOUTH (PUBLIC ROAD)
CAGLE CROW RD.
APPROX. CENTERLINE ROAD
APPROX. SURVEY LINE
APPROX. SURVEY LINE
APPROX. SURVEY LINE


Eden Rd S
Buckholt Addition
Pct 2
Buckholt Addition
Lots 1 & 2 Block 1
Cagle Crow Rd
Grauton Addition
Tarrant County
Transportation
Services
Subdivisions
Subject of Interest
Zone A 2023
Zone AE 2023
Floodway 2023
This data was prepared by Tarrant County for general reference purposes only and may be revised at any time without notification to any user Tarrant County does not guarantee the correctness or accuracy of any data. Tarrant County assumes no responsibility in connection therewith.
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WAIVER OF "TAKINGS IMPACT ASSESSMENT (TIA)
Under the Private Real Property Rights Preservation Act

Comes now Marty J. Buckholt owner(s) of the property, located in Pct. ___ described as Buckholt Addition of Tarrant County, Texas.

I(we) have been informed that I (we) have certain rights under a law that went into effect September 1, 1997, for county governments in Texas called The Private Real Property Rights Preservation Act which is codified at Chapter 2007 of the Government Code of Texas.

I(we) understand that county governments are now required to expressly consider or assess whether their governmental actions may result in "takings" of private property. I (we) further understand that the act also provides a remedy for an owner of a legal or equitable interest in private real property to seek a judicial determination of whether a governmental action constitutes a "taking" and, if so, to ask for invalidation of the governmental action if the county fails to pay the damages assessed.

I(we) further understand that a "taking" is any county action that affects an owner's private real property whether in whole or in part, temporarily or permanently. Any county action, ordinance or regulation that affects my rights as owner of the property, that would otherwise exist in the absence of any action by the county, is actionable. If the action of the county would reduce the value of my private real property by 25 percent or more, I(we) understand that the county is required to do a study called a "Takings Impact Assessment" (TIA). If such TIA is done, the county is required to provide at least 30 days notice of its intent to engage in any such proposed actions. The notice must be published in a newspaper of general circulation in Tarrant County, and it must include a reasonably specific summary of the TIA.

I(we) understand that any action is void if such an assessment is not prepared and that, as the OWNER of the land affected by a county action for which a TIA should be prepared, I(we) have the right for 180 days after I(we) know or should have known about the "taking" to bring a suit against the county. If I(we) should choose to bring such a suit, I(we) would be awarded reasonable and necessary attorney's fees, costs of court, and even damages, especially if the action of the county had reduced the value of my land by 25 percent or more. I(we) could also have the county action declared void.

In consideration of expediting and shortening the approval process for the platting of the above described property so that my property may be placed on the market for sale as soon as possible, and understanding that I(we) have the aforementioned rights and possibly others, I(we) hereby freely and voluntarily waive these rights and any and all other rights that I(we) may have under the Private Real Property Right Preservation Act, and I(we) may have under the Private Real Property Right Preservation Act, and I(we) specifically request the Tarrant County Commissioners Court to proceed to consider and approve the final plat on the above described property.

This Waiver is signed on the 23rd day of July 2025

Marty Buckholt
Owner

Owner

MARTY BUCKHOLT 2012
Owner
Printed Name

Printed Name

Holder of Equitable Interest

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned authority appeared MARTY JAMES BUCKHOLT
Who swore on his oath the above and foregoing SWORN STATEMENT OF OWNERSHIP was true and correct.

Kristie McDonald

Notary Public in and for the State of Texas

KRISTIE MCDONALD
NOTARY PUBLIC
STATE OF TEXAS
COMM. EXPIRES 01/07/2029
NOTARY ID 124864423

TARRANT COUNTY TAX OFFICE

100 E. Weatherford, Room 105 • Fort Worth, Texas 76196-0301 • 817-884-1100
taxoffice@tarrantcountytx.gov
In God We Trust

RICK D. BARNES
Tax Assessor-Collector

TAX CERTIFICATE FOR ACCOUNT : 00040017494
AD NUMBER: A 9 9 20
CERTIFICATE NO : 143371993

DATE : 8/20/2025
FEE : $10.00

COLLECTING AGENCY

RICK D. BARNES
PO BOX 961018
FORT WORTH TX 76161-0018

REQUESTED BY

COOMBS LAND SURVEYING, INC

P.O. BOX 6160
FORT WORTH TX 76115

PROPERTY DESCRIPTION

ANDERSON, MATTHEW SURVEY ABS
TRACT 9 TRACT 9, A 574 TE 3A01
& A1214 TR 2B02 LESS HOMESIT
E
0000000 EDEN RD S
7.011 ACRES

PROPERTY OWNER

MARTY J BUCKHOLT 2012
IRREVOCABLE TRUST

5419 VICKERY DR
DALLAS TX 75206

YEAR	TAX UNIT	AMOUNT DUE
2024	Tarrant County	$0.00
2024	JPS HEALTH NETWORK	$0.00
2024	TARRANT COUNTY COLLEGE	$0.00
2024	EMERGENCY SERVICE DISTRICT #1	$0.00
2024	MANSFIELD ISD	$0.00
	TOTAL	$0.00

ISSUED TO : COOMBS LAND SURVEYING, INC
ACCOUNT NUMBER: 00040017494
TOTAL CERTIFIED TAX: $0.00

As Deputy Tax Assessor/Collector for Tarrant County , I do hereby certify pursuant to Texas Property Tax Code Section 31.08 that the delinquent taxes, penalties and attorney fees due for only the above described property are as listed below according to the current tax records. Additional taxes may become due on the described property, which are not reflected herein, if the said described property has or is receiving any special statutory valuations that may trigger tax rollback provisions and other changes to the appraisal roll made subsequent to the issuance of this certificate.

This certificate applies to ad valorem taxes only and does not apply to any special assessment levies.

_____Deputy

TAX ASSESSOR-COLLECTOR
TARRANT COUNTY, TEXAS

TARRANT COUNTY TAX OFFICE

100 E. Weatherford, Room 105 • Fort Worth, Texas 76196-0301 • 817-884-1100
taxoffice@tarrantcountytx.gov
In God We Trust

RICK D. BARNES
Tax Assessor-Collector

TAX CERTIFICATE FOR ACCOUNT : 00040017524
AD NUMBER: A 574 3
CERTIFICATE NO : 143371989

DATE : 8/20/2025
FEE : $10.00

COLLECTING AGENCY
RICK D. BARNES
PO BOX 961018
FORT WORTH TX 76161-0018

REQUESTED BY
COOMBS LAND SURVEYING, INC

P.O. BOX 6160
FORT WORTH TX 76115

PROPERTY DESCRIPTION
GRIMSLEY, S SURVEY ABSTRACT
574 TRACT 3

0004930 EDEN RD S
3.68 ACRES

PROPERTY OWNER
MARTY J BUCKHOLT 2012
IRREVOCABLE TRUST

5419 VICKERY DR
DALLAS TX 75206

YEAR	TAX UNIT	AMOUNT DUE
2024	Tarrant County	$0.00
2024	JPS HEALTH NETWORK	$0.00
2024	TARRANT COUNTY COLLEGE	$0.00
2024	EMERGENCY SERVICE DISTRICT #1	$0.00
2024	MANSFIELD ISD	$0.00
	TOTAL	$0.00

ISSUED TO : COOMBS LAND SURVEYING, INC
ACCOUNT NUMBER: 00040017524
TOTAL CERTIFIED TAX: $0.00

As Deputy Tax Assessor/Collector for Tarrant County , I do hereby certify pursuant to Texas Property Tax Code Section 31.08 that the delinquent taxes, penalties and attorney fees due for only the above described property are as listed below according to the current tax records. Additional taxes may become due on the described property, which are not reflected herein, if the said described property has or is receiving any special statutory valuations that may trigger tax rollback provisions and other changes to the appraisal roll made subsequent to the issuance of this certificate.

This certificate applies to ad valorem taxes only and does not apply to any special assessment levies.

_____ Deputy

TAX ASSESSOR-COLLECTOR
TARRANT COUNTY, TEXAS

TARRANT COUNTY TAX OFFICE

100 E. Weatherford, Room 105 • Fort Worth, Texas 76196-0301 • 817-884-1100
taxoffice@tarrantcountytx.gov
In God We Trust

RICK D. BARNES
Tax Assessor-Collector

TAX CERTIFICATE FOR ACCOUNT : 00003713423
AD NUMBER: A 9 10
CERTIFICATE NO : 143371990

DATE : 8/20/2025
FEE : $10.00

COLLECTING AGENCY
RICK D. BARNES
PO BOX 961018
FORT WORTH TX 76161-0018

REQUESTED BY
COOMBS LAND SURVEYING, INC

P.O. BOX 6160
FORT WORTH TX 76115

PROPERTY DESCRIPTION
ANDERSON, MATTHEW SURVEY ABS
TRACT 9 TRACT 10

0000000 EDEN RD S
3.75 ACRES

PROPERTY OWNER
MARTY J BUCKHOLT 2012
IRREVOCABLE TRUST

5419 VICKERY DR
DALLAS TX 75206

YEAR	TAX UNIT	AMOUNT DUE
2024	Tarrant County	$0.00
2024	JPS HEALTH NETWORK	$0.00
2024	TARRANT COUNTY COLLEGE	$0.00
2024	EMERGENCY SERVICE DISTRICT #1	$0.00
2024	MANSFIELD ISD	$0.00
	TOTAL	$0.00

ISSUED TO : COOMBS LAND SURVEYING, INC
ACCOUNT NUMBER: 00003713423
TOTAL CERTIFIED TAX: $0.00

As Deputy Tax Assessor/Collector for Tarrant County , I do hereby certify pursuant to Texas Property Tax Code Section 31.08 that the delinquent taxes, penalties and attorney fees due for only the above described property are as listed below according to the current tax records. Additional taxes may become due on the described property, which are not reflected herein, if the said described property has or is receiving any special statutory valuations that may trigger tax rollback provisions and other changes to the appraisal roll made subsequent to the issuance of this certificate.

This certificate applies to ad valorem taxes only and does not apply to any special assessment levies.

_____Deputy

TAX ASSESSOR-COLLECTOR
TARRANT COUNTY, TEXAS

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 5
Department: Transportation	**Prepared By:** Nicole Benoit	**Approved By:** Joseph Jackson

SUBJECT:

Consideration of Final Plat – Monty Roberts Subdivision – Precinct 4

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider for recording in the Plat Records of Tarrant County, Texas, the Final Plat of Lot 1R, Block 1, Monty Roberts Subdivision, an addition to Tarrant County, Texas; being 2.203 acres of land, a replat of Lots 1 and 2, Block 1, Monty Roberts Subdivision, and addition to Tarrant County, Texas, as recorded in D224014689, Plat Records, Tarrant County, Texas.

BACKGROUND

The subdivision is located within the City of Azle Extraterritorial Jurisdiction (ETJ). The plat is attached and has been approved and signed by the City of Azle.

There is no Federal Emergency Management Agency designated floodplain associated with this plat.

A location map of this subdivision in Precinct 4 is attached.

The Takings Impact Assessment (TIA) Waiver for this plat is attached.

Water is supplied by Community Water Supply Company.

The final plat has been reviewed by Tarrant County Transportation Services and has successfully met the standards contained in the Tarrant County Development Regulations.

FISCAL IMPACT

There is no fiscal impact associated with this item.

Attachments

Monty Roberts Replat.FP2025-05.AzleETJ-Azle signed plat for CCAgenda-08292025.pdf
Monty Roberts Subdivision Replat Court Map.pdf
Monty Roberts Replat.FP2025-05.AzleETJ-Correct TIA-08192025.pdf
Monty Roberts Replat.FP2025-05.AzleETJ-Tax Document-08292025.pdf

NORTH
GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

STATE OF TEXAS
TARRANT COUNTY

WHEREAS I, Tommy Van Nguyen, Representative for TVN Family Holdings, LLC, being the owners of 2.203 acres of land situated in the Texas and Pacific Railway Company Survey Number 39, Abstract Number 1572, Tarrant County, Texas, being Lots 1 and 2, Block 1, MONTY ROBERTS SUBDIVISION recorded in Instrument Number D224014689, Plat Records, Tarrant County, Texas, and being conveyed by deeds recorded in Instrument Number D224181432 and D225003945, Real Property Records, Tarrant County, Texas, being more particularly described by metes and bounds as follows:

Beginning at a 1/2" capped "T.C.S. RPLS 4277" rebar rod found at the intersection of the east line of Farm to Market 730 North, an existing variable width right of way, and the south line of Moran Road, an existing variable wide right of way, for the northwest corner of Lot 1;

Thence N89°58'39"E., 281.03 feet along the south line of Moran Road to a 1/2" capped "T.C.S. RPLS 4277" rebar rod found for the northeast corner of Lot 1, same being in the west line of a tract of land described in a deed to James R. Haney and wife, Joan Haney, recorded in Volume 6927, Page 883, Deed Records, Tarrant County, Texas;

Thence SOUTH, (BASIS FOR DIRECTIONAL CONTROL), 341.48 feet along the common line of Lot 1 and the Haney Tract to a 1.5" axle found (Control Monument) for the southeast corner of Lot 2, same being the northeast corner of a tract of land described in a deed as "Tract 2" to Amardeep Singh and Chanda Kaur, recorded in Instrument Number D223134816, Deed Records, Tarrant County, Texas;

Thence S89°52'17"W., 280.61 feet along the common line of Lot 2 and the Singh & Kaur Tract to a 1/2" rebar rod found (Control Monument) in the east line of Farm to Market 730 North, for the southwest corner of Lot 2, same being the northwest corner of the Singh & Kaur Tract, and from which a 3" brass monument found stamped "TEXAS DEPARTMENT OF TRANSPORTATION" bears S00°04'12"E., 23.17 feet;

Thence N00°04'12"W., 342.00 feet along the east line of Farm to Market 730 North to the POINT OF BEGINNING.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS
That I, Tommy Van Nguyen, Representative for TVN Family Holdings, LLC, do hereby adopt this plat designating the herein described real property as Lot 1R, Block 1, Monty Roberts Subdivision, an addition in the extraterritorial jurisdiction of the City of Azle, Tarrant County, Texas, and do hereby dedicate to the public's use forever the easements and streets shown hereon.

Witness our hand in Tarrant County, Texas, the 25th day of August, 2025

Tommy Van Nguyen
Representative for TVN Family Holdings, LLC

STATE OF Texas
COUNTY OF Tarrant
Before me the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Tommy Van Nguyen, Representative for TVN Family Holdings, LLC, known to me to be the entity whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 25th day of August, 2025.

Notary Public
My Commission Expires 11/09/25

TIFFANY JONES
Notary Public, State of Texas
Comm. Expires 11-09-2025
Notary ID 133439854

NOTES:
1) ALL PARTIES WITH AN INTEREST IN THE TITLE OF THIS PROPERTY HAVE JOINED IN ANY DEDICATION. TARRANT COUNTY WILL NOT ACCEPT THE DEDICATION OF ROADS WITHOUT PROOF OF CLEAR TITLE TO THOSE ROADS.

2) WATER SUPPLY PROVIDED BY COMMUNITY WATER SUPPLY COMPANY.

3) SEWAGE DISPOSAL SERVICE IS PROVIDED BY PRIVATE ON-SITE SEWAGE FACILITIES.

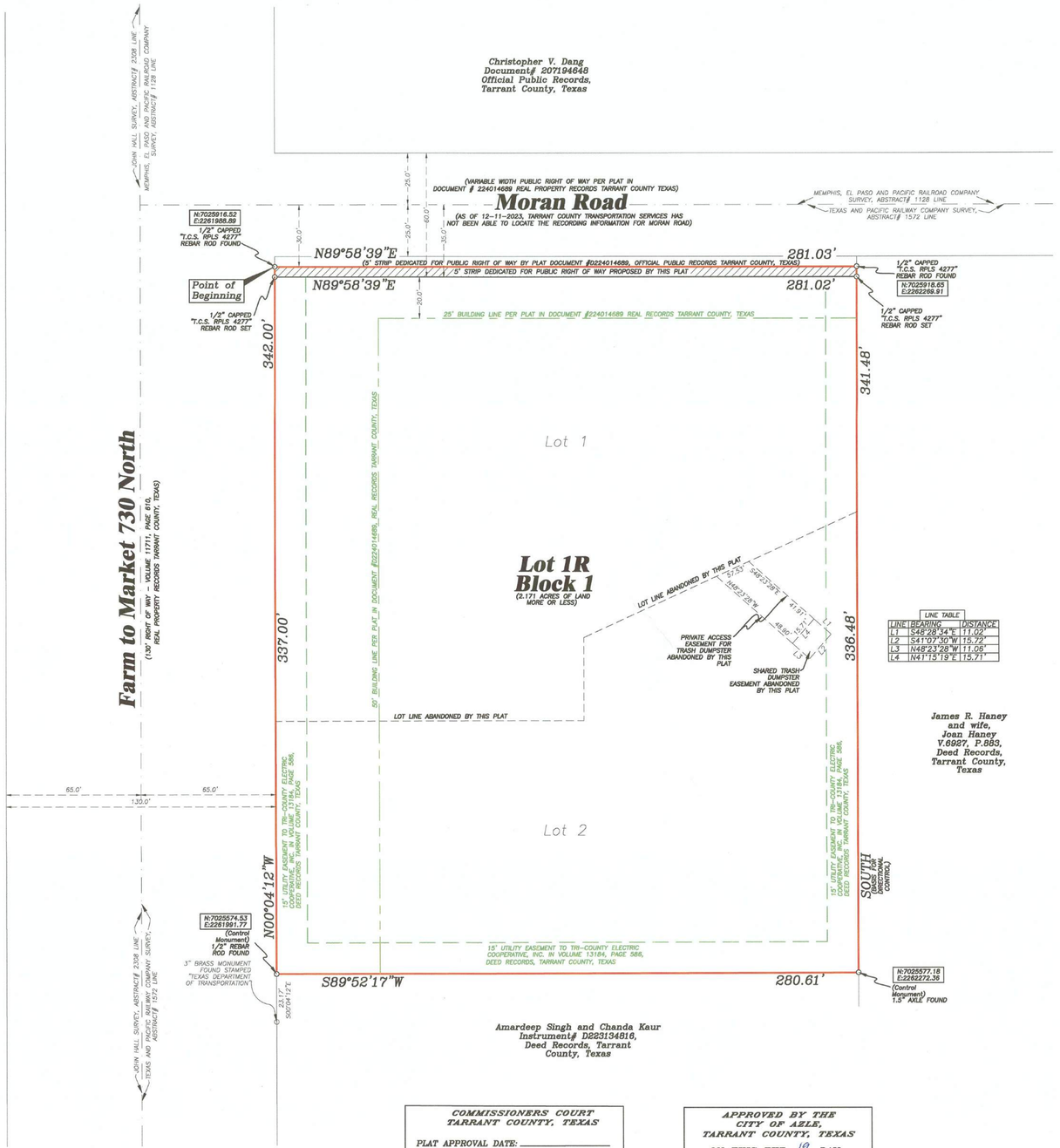
4) THE PURPOSE OF THIS REPLAT IS TO COMBINE LOTS 1 AND 2 INTO ONE LOT.

5) DISTANCES ARE EXPRESSED IN US SURVEY FEET AS MEASURED HORIZONTALLY ALONG THE SURFACE OF THE EARTH. TO CONVERT SURFACE DISTANCES TO DISTANCES MEASURED ALONG THE GRID FOR THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE (4202), MULTIPLY REPORTED DISTANCES BY THE PROJECT COMBINED SCALE FACTOR OF 0.99987456.

6) CARTESIAN COORDINATES ARE EXPRESSED IN US SURVEY FEET AS DETERMINED BY GPS OBSERVATIONS MADE ON SITE AND ARE RELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE (4202).

7) THERE ARE NO VISIBLE EXISTING WATER WELLS ON THIS SITE.

CONG NGUYEN
DOCUMENT #D225009926
OFFICIAL PUBLIC RECORDS
TARRANT COUNTY TEXAS



LINE TABLE

LINE	BEARING	DISTANCE
L1	S48°28'34"E	11.02'
L2	S41°07'50"W	15.72'
L3	N48°23'28"W	11.06'
L4	N41°15'19"E	15.71'

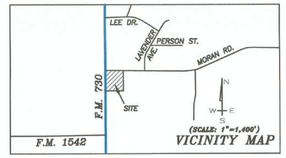
James R. Haney
and wife,
Joan Haney
V.6927, P.883,
Deed Records,
Tarrant County,
Texas

Amardeep Singh and Chanda Kaur
Instrument# D223134816,
Deed Records, Tarrant
County, Texas

LEGEND

	METER POLE
	UTILITY POLE
	DOWN GUY
	OVERHEAD UTILITY LINE
	ASPHALT
	CONCRETE
	FENCE
T.C.S.	TRI COUNTIES SURVEYING
LLC	LIMITED LIABILITY COMPANY
FM	FARM TO MARKET
DR	DRIVE
ST	STREET
TxDOT	TEXAS DEPARTMENT OF TRANSPORTATION
OSSF	ON-SITE SEWAGE FACILITIES
FT	FEET
N	NORTH
S	SOUTH
E	EAST
W	WEST
#	NUMBER
TVN	TOMMY VAN NGUYEN

811 Know what's below. Call before you dig.



ADDITIONAL NOTES:
1) Development in unincorporated Tarrant County shall be subject to applicable municipal regulations, the current Tarrant County Development Regulations Manual and the Tarrant County Fire Code.
2) Tarrant County permits required prior to development within this subdivision, as applicable, include, but are not limited to, construction within the public rights-of-way, driveway access to public roads, development within a designated floodplain, salvage yards, stormwater mitigation, and on-site sewage systems.
3) All drainage easements shall be kept clear of fences, buildings, foundations, plantings, and other obstructions to the operation and maintenance of the drainage facility. All drainage easements that are adjacent and parallel to the right-of-way of dedicated public roadways will be maintained by Tarrant County as approved by Tarrant County Transportation Services.
4) The siting and construction of water wells shall be subject to the regulations of the Northern Trinity Groundwater Conservation District.
5) Tarrant County is not responsible for confirming or ensuring the availability of groundwater.
6) Any existing creek, stream, river or drainage channel traversing along or across portions of this addition will remain unobstructed at all times and will be maintained by the adjacent property owner, or the Homeowners Association, if applicable. The County will not be responsible for the maintenance, erosion control, and/or operation of said drainage ways. The homeowners shall keep the adjacent drainage ways traversing their property clean and free of debris, silt or other substances which would result in unsanitary conditions, and the County shall have the right of entry for the purposes of inspecting maintenance work by the property owners. The drainage ways are occasionally subject to stormwater overflow damages resulting from the stormwater overflow and/or bank erosion that cannot be identified. The County shall not be liable for any damages resulting from the occurrence of these phenomena, nor the failure of any structures within the drainage ways. The drainage way crossing each lot is contained within the floodplain/drainage easement line as shown on the plat.
7)Tarrant County shall not be responsible for the maintenance of private street, drives, emergency access easements, recreation areas, and open spaces; and the owners shall be responsible for the maintenance of private streets, drives, emergency access easements, recreation areas, and open spaces, and said owners agree to indemnify and save harmless Tarrant County from all claims, damages, and losses arising out of or resulting from the performance of the obligations of said owners set for in this paragraph.
8) Tarrant County does not enforce subdivision deed restrictions.
9) Landowners and subsequent owners of lots or parcels within this subdivision are encouraged to contact Tarrant County's Transportation Services Department prior to conducting any development activities.
10) Any public utility, including the County, shall have the right to remove and keep clear all or part of any building, fences, trees, overgrown shrubs, or improvements that in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of the easement or right-of-way shown on the plat (or filed by a separate instrument that is associated with said property); and any public utility, including the County, shall have the right at all times an ingress and egress to and from upon said easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone. Property owners shall maintain easements. The County can remove trees or any other improvement(s) and does not have the responsibility to replace them.
11) Tarrant County requires a minimum lot size of 1.0 acre (net) for properties that are not served by a public water system, and that will be served by private on-site sewage facilities (OSSF). For lots that are less than 1.0 acre (net), landowners shall submit a formal request for a variance of the Tarrant County Development Regulations relating to lot size and a written authorization from Tarrant County Public Health confirming that it has no objections with the processing of the plat. The approval of this plat does not guarantee that any lot is suitable for an OSSF.
12) Tarrant County does not enforce building setbacks more that the County's minimum requirements-25 feet from ROW for County maintained roads and 50 feet from ROW for State Highways (TLGC-233.031-233.032)
13) According to the Flood Insurance Rate Map for Tarrant County, Texas, and Incorporated Areas, Community Panel Number 48439C 0010 K, Dated September 25, 2009, this tract is in Zone X, which is not in the 1% annual chance flood.
14) TxDOT permits are required for accessing FM 730.

LAND USE TABLE

GROSS AREA =2.20 ACRES OR 95,867 SQUARE FEET
DEDICATED FOR R.O.W. 0.03 ACRES OR 1404 SQUARE FEET
NET AREA= 2.17 ACRES OR 94,563 SQUARE FEET
NET USABLE AREA=1.85 ACRES OR 80,700 SQUARE FEET
PURPOSE OF PLAT: COMBINE 2 LOTS TO MAKE 1 LOT

COMMISSIONERS COURT
TARRANT COUNTY, TEXAS

PLAT APPROVAL DATE: _____

BY: _____
☐ CLERK OF COMMISSIONERS COURT
☐ TRANSPORTATION SERVICES DEPARTMENT

NOTE:
CONSTRUCTION NOT COMPLETED WITHIN 2 YEARS OF THE RECORDING DATE SHALL BE SUBJECT TO CURRENT COUNTY SUBDIVISION STANDARDS AND REGULATIONS.

APPROVED BY THE
CITY OF AZLE,
TARRANT COUNTY, TEXAS
ON THIS THE 19 DAY
OF June 2025

Assistant City Manager

Melinda Nowell
Secretary

REVISED 08-05-2025
REVISED 08-11-2025
REVISED 08-19-2025

I CERTIFY THAT THIS IS A TRUE AND ACCURATE REPRESENTATION OF THIS SURVEY AS MADE ON THE GROUND.

LONNIE REED
R.P.L.S. No. 4277
07-15-2025

STATE OF TEXAS
REGISTERED
LONNIE REED
4277
PROFESSIONAL
LAND SURVEYOR

TRI SURVEYING COUNTIES
d/b/a TRICO/DELTA JOINT VENTURE
116 LOCUST STREET, AZLE TX 76020
OFFICE: 817-444-3355 FAX: 817-444-4387
tcs4277@gmail.com
FIRM REGISTRATION: 10194647
JOB# 25060206

Owner/Developer:
TVN Family Holdings, LLC
Tommy Van Nguyen
2307 Danbury Drive
Colleyville, TX 76034
Phone#817-715-3799
Email=tommy1464@hotmail.com

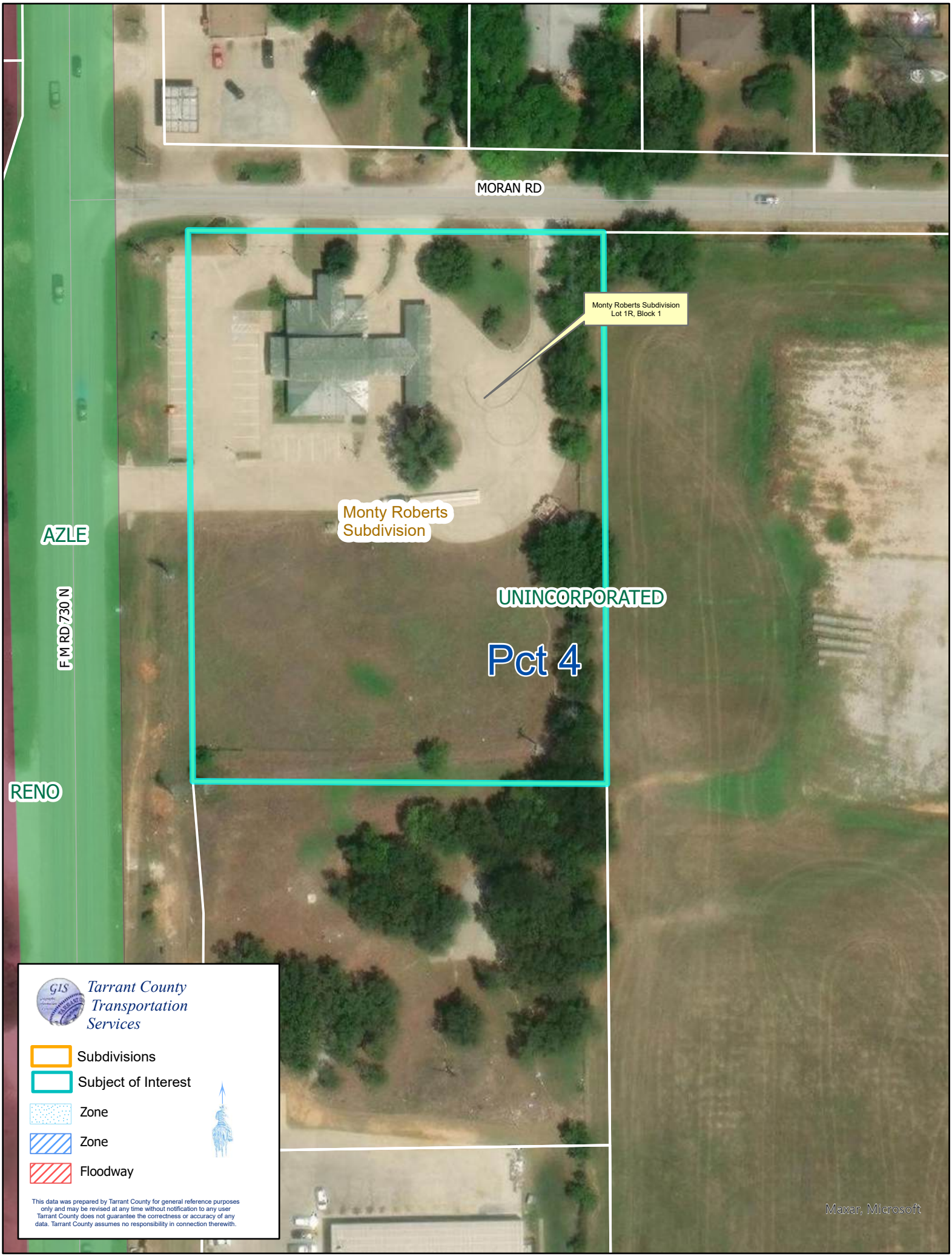
Case# FP2025-05

FINAL PLAT SHOWING
Lot 1R, Block 1

Monty Roberts Subdivision

AN ADDITION IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF AZLE, TARRANT COUNTY, TEXAS, BEING 2.203 ACRES OF LAND SITUATED IN THE TEXAS AND PACIFIC RAILWAY COMPANY SURVEY NUMBER 39, ABSTRACT NUMBER 1572, TARRANT COUNTY, TEXAS AND BEING A REPLAT OF LOTS 1 AND 2, MONTY ROBERTS SUBDIVISION RECORDED IN INST# D224014689, PLAT RECORDS, TARRANT COUNTY, TEXAS.

THIS PLAT FILED FOR RECORD IN INSTRUMENT# _____, DATE _____


MORAN RD
Monty Roberts Subdivision
Lot 1R, Block 1
Monty Roberts
Subdivision
AZLE
F M RD 730 N
UNINCORPORATED
Pct 4
RENO
Tarrant County
Transportation
Services
Subdivisions
Subject of Interest
Zone
Zone
Floodway
This data was prepared by Tarrant County for general reference purposes only and may be revised at any time without notification to any user Tarrant County does not guarantee the correctness or accuracy of any data. Tarrant County assumes no responsibility in connection therewith.
Maxar, Microsoft

WAIVER OF "TAKINGS IMPACT ASSESSMENT (TIA)

Under the Private Real Property Rights Preservation Act

Comes now TVN Family Holdings, LLC owner(s) of the property, located in Pct. ___, described as 11588 FM Rd 730 N, Azle, TX 76020 (*Property Address or Legal Description*) located in Tarrant County, Texas.

I(we) have been informed and understand that I(we) have certain rights, as an owner of private real property, under Chapter 2007 of the Texas Government Code, the Private Real Property Rights Preservation Act ("PRPRPA"), effective September 1, 1997.

I(we) understand that county governments are required to expressly consider or assess whether their governmental actions may result in "takings" of private property. I(we) further understand that the PRPRPA also provides a remedy for an owner of a legal or equitable interest in private real property to seek a judicial determination of whether a governmental action constitutes a "taking" and, if so, to ask for invalidation of the governmental action if the county fails to pay the damages assessed.

I(we) further understand that a "taking" is any county action that affects an owner's private real property whether in whole or in part, temporarily or permanently. Any county action, ordinance or regulation that affects an owner's rights as owner of the property, that would otherwise exist in the absence of any action by the county, is actionable. If the action of the county would reduce the value of an owner's private real property by 25 percent or more, I(we) understand that the county is required to prepare a "Takings Impact Assessment" (TIA). If such TIA prepared, the county is required to provide at least 30 days' notice of its intent to engage in any such proposed actions. The notice must be published in a newspaper of general circulation in Tarrant County, and it must include a reasonably specific summary of the TIA.

I(we) further understand that any action is void if such an assessment is not prepared and that, as the owner(s) of the land affected by a county action for which a TIA should be prepared, I(we) have the right to bring a suit against the county within 180 days after I(we) know or should have known about the "taking". If I(we) should choose to bring such a suit, I(we) would be awarded reasonable and necessary attorney's fees, costs of court, and even damages, especially if the action of the county had reduced the value of my land by 25 percent or more. I(we) could also have the county action declared void.

I(we) further understand that current public right-of-way extends 55 feet, parallel and adjacent to Moran Rd, a county road, and to meet the requirements included in the Tarrant County Development Regulations, an additional 5 feet of right-of-way will be dedicated upon approval of the requested plat. I(we) also understand that the rights outlined above as well as others, under the PRPRPA, may apply to the 5 feet of right-of-way dedication, as documented on the plat.

In consideration of expediting and shortening the approval process for the platting of the above-described property, I(we), as the owner(s), hereby freely and voluntarily waive these rights, as well as any and all other rights that I(we) may have as the owner(s) related to the PRPRPA for the above-described right-of-way dedication. I(we) specifically request the Tarrant County Commissioners Court to proceed to consider and approve the final plat on the above-described property.

This Waiver is signed on the 18th day of August, 2025.

Owner

Tom Nguyen

Printed Name

Owner

Tommy Nguyen

Printed Name

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned authority appeared Tommy Nguyen who swore on his oath the above and foregoing SWORN STATEMENT OF OWNERSHIP was true and correct.

ZIZA BROWN MCCRARY
Notary ID #130922331
My Commission Expires
February 3, 2029

Notary Public in and for the State of Texas

TARRANT COUNTY TAX OFFICE

100 E. Weatherford, Room 105 • Fort Worth, Texas 76196-0301 • 817-884-1100
taxoffice@tarrantcountytx.gov
In God We Trust

RICK D. BARNES
Tax Assessor-Collector

TAX CERTIFICATE FOR ACCOUNT : 00005675634
AD NUMBER: A1572 6B
CERTIFICATE NO : 143379223

DATE : 8/25/2025
FEE : $10.00

COLLECTING AGENCY

RICK D. BARNES
PO BOX 961018
FORT WORTH TX 76161-0018

REQUESTED BY

ROBERTS MONTY AND ROBERTS
BRENDA G

PO BOX 83
AZLE TX 76098

PROPERTY DESCRIPTION

T & P RR CO #39 SURVEY ABSTR
ACT 1572 TRACT 6B

0011588 FM RD 730 N
2.25 ACRES

PROPERTY OWNER

ROBERTS MONTY AND ROBERTS
BRENDA G

PO BOX 83
AZLE TX 76098

YEAR	TAX UNIT	AMOUNT DUE
2024	Tarrant County	$0.00
2024	TARRANT REGIONAL WATER DIST.	$0.00
2024	JPS HEALTH NETWORK	$0.00
2024	TARRANT COUNTY COLLEGE	$0.00
2024	EMERGENCY SERVICE DISTRICT #1	$0.00
2024	AZLE ISD	$0.00
	TOTAL	$0.00

ISSUED TO : ROBERTS MONTY AND ROBERTS BRENDA G
ACCOUNT NUMBER: 00005675634
TOTAL CERTIFIED TAX: $0.00

As Deputy Tax Assessor/Collector for Tarrant County , I do hereby certify pursuant to Texas Property Tax Code Section 31.08 that the delinquent taxes, penalties and attorney fees due for only the above described property are as listed below according to the current tax records. Additional taxes may become due on the described property, which are not reflected herein, if the said described property has or is receiving any special statutory valuations that may trigger tax rollback provisions and other changes to the appraisal roll made subsequent to the issuance of this certificate.

This certificate applies to ad valorem taxes only and does not apply to any special assessment levies.

_____ Deputy

TAX ASSESSOR-COLLECTOR
TARRANT COUNTY, TEXAS

CURRENT YEAR TAXES WILL BE BILLED IN THE FUTURE ON ACCOUNT NUMBER(S):

43170601 and 43170610

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 18
Department: Transportation	**Prepared By:** Sarah VanTassel	**Approved By:** Joseph Jackson

SUBJECT:

Consideration of a Professional Services Agreement with Halff Associates, Inc. Related to the Oak Grove Road Project

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a Professional Services Agreement with Halff Associates, Inc. related to the Oak Grove Road project.

BACKGROUND

On January 14, 2025, the Commissioners Court, through Court Order #144563, approved RFQ No. F2025021 related to engineering and planning services. Halff Associates, Inc. is an engineering design firm included in the award of RFQ F2025021.

The purpose of this project is to determine the feasibility, reasonable alternatives and make alignment adjustments for the replacement of the existing bridge on Oak Grove Road over Deer Creek, and related channel improvements in Deer Creek. It is anticipated that the proposed bridge and roadway approaches will be a two-lane section that will be raised to alleviate frequent flooding.

Transportation Services recommends approval of a Professional Services Agreement with Halff Associates, Inc. to provide design services for the first phase of the project.

This Professional Services Agreement has been reviewed as to form by the Criminal District Attorney's Office.

FISCAL IMPACT

The fiscal impact to Tarrant County will be $373,800.00. Funds are available in account 26100-2025 Road and Bridge Fund/6840100000 Transportation Services/569011 Professional Services and funds were requested for FY2026 account 26100-2026 Road and Bridge Fund/6840100000 Transportation Services/569011 Professional Services.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $373,800.00

County Auditor

Attachments

PSA_0814202Partial Execution.pdf
Oak Grove Road_Schematic_ScopeFeeProposal_v1.pdf

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") by and between Tarrant County ("County") and Halff Associates, Inc. ("Consultant"), located at 2601 Meacham Blvd., Suite 600, Fort Worth, TX 76137, becomes effective on the date of approval in Tarrant County Commissioners Court.

1. SCOPE OF SERVICES

Consultant agrees to perform the services set forth in the Scope of Services attached as Attachment A in a normal and customary manner, consistent with industry and professional standards, and in accordance with all applicable laws and the terms of this Agreement. Consultant represents that all engineering services to be performed under this contract will be performed by a licensed engineer or licensed engineers with the professional skill and care ordinarily provided by competent engineers practicing in Texas and under the same or similar circumstances and professional license and that such services will be performed as expeditiously as is prudent considering the ordinary professional skill and care of said engineer or engineers. If any services, functions or responsibilities not specifically described in this Attachment A are required for the proper performance and provision of these services, they shall be deemed to be included with the Attachment A.

2. ACCESSIBILITY OF DOCUMENTS

Consultant agrees that documents prepared by Consultant in the performance of the Scope of Services shown in Attachment A may be made available to the public, including land developers, upon request.

3. TERM AND RENEWAL OPTIONS

Upon approval of this contract by the Tarrant County Commissioners Court, Consultant is authorized to begin the provision of services as described in the attached Attachment A. Consultant agrees to complete the services requested by the County in accordance with Exhibit B.

4. PAYMENT AND INVOICING

Compensation to Consultant for the services described in the attached Attachment A shall not exceed $373,800 as shown on Exhibit C for the services under this Agreement, upon approval by the County. Consultant acknowledges that payment of compensation is contingent upon the allocation of sufficient funds for this Agreement by the Tarrant County Commissioners Court.

Consultant is to advise the County of additional services that may be required to complete any services requested under this Agreement prior to those additional services being performed that are not part of this Agreement, and must obtain prior approval, in writing, by the County before those additional services are performed and invoiced.

a. If in the execution of services, the County may request Consultant to remove a service, prior to Consultant's performance of that service. Consultant agrees that the County will not be held responsible for costs associated with those services that were removed.

b. Payments will be made monthly in arrears, on a net 30-day basis. The fee is to be inclusive of all travel costs.

c. Invoices are to be detailed and reference the fees as shown in Attachment B. A summary of the work performed during the invoiced period should accompany the invoice submittal.

d. Submit invoices to: Tarrant County Auditor's Office, Attention: Accounts Payable, 100 E. Weatherford St., Suite 506, Fort Worth, Texas 76196, phone: 817-884-1205, or email to: SAP-Invoices@tarrantcountytx.gov **and** jjjackson@tarrantcountytx.gov. Invoices should reference the Purchase Order number.

5. COMPLIANCE WITH LAWS

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

b. **Chapters 2271, 2252, and 2274 Texas Government Code Verification**.

i. *Boycott of Israel Prohibited*. In compliance with Section 2271.001 et seq. of the Texas Government Code, Consultant verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.

ii. *Scrutinized Business Operations Prohibited*. In compliance with Section 2252.151 et seq. of the Texas Government Code, Consultant warrants and represents that: (1) neither Consultant nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither Consultant nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither Consultant nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. Consultant further represents and warrants that neither Consultant nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

iii. *Boycott of Certain Energy Companies Prohibited*. In compliance with Section 2276.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), Consultant verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "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).

iv. *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), Consultant verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement 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.

c. **Legal Compliance**. Each party shall comply with the provisions of all applicable laws relating to the performance of its obligations under this Agreement. Each party is responsible for obtaining its own legal advice concerning its compliance with applicable laws.

d. **Prohibition of Political Activity**. None of the funds provided under this Agreement shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent the Parties' compliance with the Texas Public Information Act. No funds provided under this Agreement may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government, the State of Texas, or the government of the United States. None of the funds provided under this Agreement shall be paid to any official or employee who violates any of the provisions of this Section.

e. **Form 1295 Certificate of Interested Parties**. Consultant acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the Form 1295 electronically filed with the Texas Ethics Commission, at https://www.ethics.state.tx.us/filinginfo/1295/, as required by law, and that the attached signed copy attached as **Exhibit G** is a full and true copy of said filed form.

f. **Conflict of Interest**. Consultant assures that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code and has filed or will promptly file the Conflict of Interest Questionnaire (CIQ Form) with the Tarrant County Clerk no later than the 7th business day after the date Consultant becomes aware of facts that require the form to be filed. Completed forms are to be sent to:

Tarrant County Transportation Services
Attn: Joseph Jackson, County Engineer
200 Taylor Street, Room 305 Fort Worth, Texas 76196

6. INSURANCE REQUIREMENTS

Consultant shall take out, pay for and maintain always during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Tarrant County:

a. Worker's Compensation/Employer's Liability
   i. Worker's Compensation – statutory
   ii. Employer's Liability - $500,000
b. Commercial General Liability:
   i. Bodily injury/Personal injury/Property damage - $1,000,000 per occurrence/$2,000,000 aggregate
c. Auto Liability:
   i. Combined Single Limit (CSL) - $500,000 per occurrence
d. Contractual Liability – same limits as above
e. Professional Liability Insurance - $1,000,000 each claim with minimum $2,000,000 aggregate

7. FINANCIAL RESPONSIBILITY

Consultant is responsible for its incurred expenses in performing this contract unless otherwise noted. To the fullest extent permitted by the Constitution and the laws of the State of Texas, Consultant indemnifies and holds harmless the County against claims, lawsuits, settlements, judgments, costs, penalties and expenses, including reimbursement of reasonable attorney's fees, for damage caused by an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Consultant, its agent, or another entity over which the Consultant exercises control.

8. AGENCY-INDEPENDENT CONTRACTOR

Neither Consultant nor any employee thereof is an agent of the County and neither the County nor any employee thereof is an agent of Consultant. This agreement does not and shall not be construed to entitle either party or any of their representative employees, if applicable, to any benefits, privilege, or other amenities of employment of the other part.

9. ASSIGNMENT

Neither party may assign this contract.

10. THIRD PARTY BENEFICIARY EXCLUDED

This party does not incur to the benefit of any specific third party. The parties to this contract do not consent to the waiver of sovereign or government immunity under Texas state or federal law to the extent either party may have that immunity under law.

11. ENTIRE AGREEMENT

The Contract documents consist of the following:

- This Agreement
- Request for Qualifications F2025021 Bid Documents and Consultant Response
- Consultant Proposal
- Any exhibits attached hereto, conditions of the contract (special, supplementary and other conditions), all addenda issued prior to execution of this Agreement and all modifications issued subsequent thereto.

To the extent of an ambiguity among the various documents, the Request for Qualifications F2025021 will prevail. These documents collectively form the Contract, and all are fully a part of the Contract as if attached to this Agreement or repeated herein.

This Agreement may not be modified, altered, changed or amended in any respect, unless in writing and signed by both parties. For avoidance of doubt, this Agreement may not be modified orally.

The law of the State of Texas governs this contract. Venue for any action regarding this contract must be in the district courts of Tarrant County, Texas.

This agreement is effective upon the date of approval in Tarrant County Commissioners Court.

12. TERMINATION

Either party may terminate this contract by:

a. Providing written notice to the other party at least thirty (30) days prior to the date of termination;

b. Providing in the written notice the date of termination; and
c. Sending the written notice by certified mail return receipt requested to the party at its address.

Notices required by this Agreement shall be sent to the following parties:

Tarrant County	**Halff Associates, Inc.**
Joseph Jackson, P.E., CFM	David Burkett, P.E.
Tarrant County Transportation Services	Director of Transportation
200 Taylor St, Suite 305	2601 Meacham Blvd, Suite 600
Fort Worth, Texas 76196	Fort Worth, Texas 76137

13. WAIVER OF CONSEQUENTIAL DAMAGES

In no event shall either Party to this Agreement be liable for any indirect, special, punitive, incidental, or consequential damages, including lost profits or revenues, even if the other Party has been advised of the possibility of such damages.

14. LIMITATION OF LIABILITY

IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH COUNTY AND CONSULTANT, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, COUNTY AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF CONSULTANT AND CONSULTANT'S AFFILIATES TO COUNTY OR TO ANYONE CLAIMING BY, THROUGH OR UNDER COUNTY, FOR ANY AND ALL DISPUTES, SHALL NOT EXCEED THE LIMITS OF AVAILABLE INSURANCE AT THE TIME OF JUDGEMENT

15. EXECUTION OF AGREEMENT

This Agreement may be executed in separate or multiple counterparts. All of such counterparts shall be deemed to be one and the same Agreement, but only one copy with evidence of signatures shall be required for proof of this Agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

TARRANT COUNTY

_____

Tim O'Hare
County Judge

HALF ASSOCIATES, INC

_____

David Burkett
Director of Transportation

REVIEWED AS TO FORM:

_____

Criminal District Attorney's Office*

CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF $373,800:

_____

Auditor's Office

*By law, the Criminal District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

EXHIBIT A
SCOPE OF SERVICES
for
OAK GROVE ROAD ALIGNMENT STUDY FOR BRIDGE REPLACEMENT OVER DEER CREEK
in
TARRANT COUNTY

PROJECT DESCRIPTION

The purpose of this project is to determine feasible and reasonable alternatives and make alignment recommendations for the replacement of the existing bridge on Oak Grove Road over Deer Creek (located approximately 0.35 miles north of Rendon Crowley Road) and related channel improvements in Deer Creek. It is anticipated that the proposed bridge and roadway approaches will be a two-lane road section and that the profile will be raised to alleviate frequent flooding. The scope of this project includes topographic and boundary map design surveys, subsurface utility engineering, evaluation of roadway and bridge alternative alignments and typical sections, third-party review and evaluation of previous drainage study with recommendations for channel improvements, analysis of environmental constraints and potential permitting requirements, conceptual design, opinions of probable construction cost, and evaluation of potential funding resources.

1. PROJECT MANAGEMENT

A. Kickoff Meeting: The Consultant will attend a kickoff meeting with the County to confirm design criteria and goals. The Consultant will prepare a meeting agenda as well as minutes of the meeting to document agreed-upon design criteria and decisions.

B. Design Coordination Meetings: The Consultant will meet with the County at regular monthly progress meetings and as needed. These meetings will be virtual, except for up to two (2) meetings, which may be in-person. Maximum eight (8) meetings.

C. Monthly Reports and Invoicing: The Consultant will submit invoices as the work progresses but not more frequently than monthly. Each invoice will be accompanied by a brief update of work completed for the period covered.

D. Project Schedule: The Consultant will prepare project schedule indicating tasks, critical dates, milestones, deliverables and review requirements. The Consultant shall update the schedule as necessary through the project.

E. Quality Assurance/Quality Control (QA/QC): The Consultant will prepare, implement, and document a formal QA/QC plan.

F. Team Coordination: The Consultant will provide role and assignment definitions of the project team at the kick-off meeting. The Consultant will manage the project team throughout the project including preparation of subcontracts and necessary coordination with subconsultants.

G. Stakeholder and Agency Coordination & Meetings: The Consultant will coordinate and meet as needed with the City of Fort Worth, Burleson ISD, and other stakeholders. Maximum eight (8) meetings, in-person or virtual, as needed.

H. Data Collection:

- Research and make efforts to obtain any additional design criteria, available GIS information, pertinent utility plans, street plans, thoroughfare plans, plats and right-of-way maps, existing easement information, as-built plans for portions of surrounding infrastructure, and other information available for the project area. This shall coincide with the project kickoff meeting.
- The County shall provide any existing available data concerning the Project including as built plans for existing streets, drainage facilities, water and sanitary sewer mains.
- The County shall also assist the Consultant, as necessary, in obtaining any required data and information from TxDOT, the City of Fort Worth, and/or local utility companies.

2. DESIGN SURVEY

The Consultant shall provide surveying services according to the following parameters and within the limits depicted in Figure 1 below:

A. Survey Control: The design survey shall establish all horizontal and vertical control points, with control to be set at 500-foot intervals with a minimum of three vertical benchmarks. Horizontal and Vertical Control shall be established using Global Positioning System (GPS methodology. Horizontal values will be based on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone (4202). The vertical values will be referenced to NAVD88 and computed using GEOID 18. The vertical values will be referenced to NAVD88 and computed using GEOID 18.

B. Topographic Survey: Survey shall tie in all right-of-way lines and corners, property lines, fence lines, and all other present and visible surface features. This includes horizontal and vertical location of all existing facilities within the project limits including existing paving, driveways, sidewalks, buildings, mailboxes, landscaping, etc. Survey will tie existing visible franchise utilities and appurtenances, and public utilities such as water valves, fire hydrants, manholes, etc., as well as underground utilities as located by Halff.

C. Boundary Survey**:** Existing property corners, iron pins, etc. shall be tied in order to establish existing rights-of-way. This includes research/sketch of approximately 12 parcels, including 3 subdivision plats and Ann Brock Elementary School plat. Prior to surveying on private property, the surveyor shall secure written permission from the property owners and/or tenant and shall provide the County a copy of said written permission. Should only oral permission be granted, the surveyor shall document the permission granted by letter to the property owner/tenant, with a copy to the County. If permission cannot be obtained, the County will assist, or other arrangements will be worked out.

3. SUBSURFACE UTILITY ENGINEERING

Services will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances and in accordance with ASCE/UESI/CI 38-22 "Standard Guideline for Investigating and Documenting Existing Utilities."

A. Utility Designation (Quality Level B) (QL-B)
- Halff will designate tonable subsurface utilities and note electronic depths using geophysical prospecting equipment and mark the locations with paint and/or pin flags.
- We anticipate designating approximately 21,000 LF of buried communication, electric, natural gas, water, sanitary sewer and providing the identification of owners.
- Because of limited record information and the possibility of non-toneable utilities, Halff cannot guarantee that all utilities will be found and marked on the project.
- The limits of QL-B investigation will be within the area depicted in Figure 1 below.

B. Traffic Control
- Halff will provide standard temporary work zone traffic control consisting of cones and free-standing signage for this project in accordance with the TMUTCD.
- As exact test holes locations are unknown, certified traffic control such as lane closure(s), flag person(s), changeable message board(s), and/or arrow board(s), if needed or required, will be provided by a certified traffic control provider.

C. SUE Deliverables
- QL-B will be 11-in. x 17-in. SUE plan sheets depicting the findings of the investigation.
- Electronic files in 2D MicroStation format.
- Received records, PDFs, KMZ, and project photos/notes.
- Utility Investigation Report in accordance with ASCE/UESI/CI 38-22 and 75-22.

4. DRAINAGE STUDY

A. Feasibility and Alternatives Evaluation
- Perform one field visit to identify and photograph the existing site.
- Review of *Tarrant County Deer Creek at Oak Grove Drainage Study Report* (April 2025) and models and evaluate feasibility of proposed alternatives.
- Confirm hydraulic model geometry is consistent with survey. Revise the model if needed to confirm results of the feasibility analysis.
- Recommend value engineering approaches or hydraulic alternatives based on the drainage report review and feasibility analysis
- Prepare a report of findings and recommendations.

5. ALTERNATIVES AND SCHEMATIC

A. Alternatives Evaluation
- The Consultant shall identify and analyze schematic alternatives (up to three) to minimize potential adverse impacts, major utility conflicts, or structural impediments. The alternatives shall consider various design storm events with implications of construction cost, right-of-way requirements, and permitting needs considered. The

alternatives should include a cost/benefit analysis and considerations for complexity and sequencing of construction.

- The Consultant shall present the alternatives to the County with conceptual layouts and exhibits necessary to convey the various alternatives and impacts. The conceptual layouts will include, but are not limited to the following:
    - Roadway alignment (horizontal and vertical)
    - Pavement edges, back of curbs and shoulder lines
    - Typical sections of proposed roadways
    - Proposed structure locations with preliminary layouts
    - Preliminary ROW requirements
    - Direction of traffic flow and the number of lanes on all roadways
    - Preliminary estimates of construction cost, ROW and easement cost, and utility impacts
    - Provide Conceptual Layouts in kmz format as well as Microstation OpenRoads, SELECTseries 4 format.

B. Schematic Design

- The schematic will be prepared based on the selected alternative to determine the final roadway alignment (horizontal and vertical) and major design features. The schematic will be drawn in a roll map format. The Consultant will utilize Microstation OpenRoads, SELECTseries 4 in the development of the schematic design.
- The schematic design will include the following:
    - Typical Sections – The Consultant shall develop both existing and proposed typical sections that depict the number and type of lanes, shoulders, curbs, sidewalks/shared use paths, cross slope, clear zone width, border width, and ROW limits.
    - Environmental Constraints – The Consultant shall consider environmental impacts during the schematic design process. See section 6 below for details on Environmental Constraints Mapping.
    - ROW Requirements – The Consultant shall determine the ROW requirements based on the proposed alignment, typical sections, design cross sections, terrain, construction requirements, drainage, clear zone, maintenance, and environmental mitigation requirements. ROW needs will be shown on the design schematic.
    - Construction Sequence – The Consultant shall consider the requirements for construction staging and traffic control/detouring throughout the development of schematic design to ensure that the proposed design can be constructed.
    - Roadway Plan and Profile – The Consultant shall prepare a horizontal and vertical alignment (including bridge) of the roadway improvements along the preferred alignment. The horizontal curve data will be shown in tabular format on the roll map. The profile will include calculated profile grade and vertical curve data including “K” values, existing ground lines, and bridges. The plan view will include existing topography, ground lines, floodplains, pavement edges, curb lines, sidewalks, property and right-of-way lines, utility

locations, property lines and ownership information, and environmental features.

- Retaining Walls – The Consultant shall prepare preliminary retaining wall concepts to be shown on the schematic, typical sections, and cross sections.
- Preliminary Bridge Layout, Plan and Profile – The Consultant will provide a schematic analysis of one proposed bridge (approx. overall bridge length of 350' crossing floodway). The structural evaluation will include a single bridge design solution coordinated with drainage and roadway engineers to optimize the number of spans, span lengths, girder/beam types, bridge railing and wingwall or retaining wall type, if necessary. The findings of this analysis will be provided on the design schematic and on typical sections shown on the design schematic.
- Drainage – Drainage information for culverts or other major drainage features will be shown on the schematic. Refer to Section 4.
- Cross Sections – The Consultant shall use Microstation OpenRoads, SELECTseries 4 to generate preliminary cross-sections every 50 feet and at intersecting streets, driveways and culvert locations in conjunction with the Design Schematic. The Consultant shall determine earthwork volumes for use in the cost estimate and shall prepare 11-inch x 17-inch cut sheets of the cross sections.
- Construction Cost Estimate – The Consultant shall refine the preliminary cost estimate prepared during the Alternatives Evaluation and submit with the design schematic. The estimate will include the costs of construction, utility relocation impacts, required ROW and easement impacts. Current TxDOT and available local unit bid prices will be used in preparation of the estimate.

Deliverables:

- Design schematic (roll plots) (hard copies available upon request).
- Cross sections (11-inch x 17-inch cut sheets) (hard copies available upon request).
- Construction cost estimate (hard copies available upon request).
- Electronic submittal of all items listed above.
- Provide schematic in kmz format as well as Microstation OpenRoads, SELECTseries 4 format.

6. Environmental Constraints Mapping and Memo

The Consultant shall assist the County in determining potential environmental impacts and permitting requirements by documenting environmental constraints and relevant permits.

A. Data Collection and Analysis:
The Consultant will perform the following review tasks related to environmental, historic, and cultural resources:

- Catalog existing environmental constraints from publicly accessible data. Publicly accessible data will include, but is not limited to, potential aquatic features, regulatory floodplain and floodway extents, property ownership and easements, land uses, roadways, sidewalks, bicycle facilities, schools, community facilities based on a desktop review.

B. Environmental\ Constraints Mapping:

The Consultant will produce a map of the existing environmental constraints to inform the alternatives evaluation. A memo will be drafted including a description of the existing environmental constraints and the state and/or federal requirements that could apply based on the funding sources used for the project.

C. Deliverables:
Deliverables provided by the Consultant shall include the following:
- Map and memo of constraints data.

EXCLUSIONS

Other additional services, not included in this contract, will be negotiated with the County as needed. Compensation will be based upon a mutually agreed lump sum fee or an hourly rate as described below. Items that are considered additional services include:

- Attendance or preparation for Public Meeting(s)
- Attendance or preparation for Commissioners Court or City Council Meetings
- Full Tree preservation/mitigation plan
- Landscape architecture and irrigation design
- Revisions to schematic requested by the County after plans are approved
- Permit fees, filing fees, pro-rated fees, impact fees and taxes
- Property acquisition or negotiations.
- Design of sanitary sewer, gas, telephone, or other utility improvements except as noted herein
- PS&E design and project manual preparation
- Graphic products except as noted herein
- Design of utilities or other improvements outside of the project boundary or roadway rights of way (not in scope)
- Construction staking
- Conditional Letter of Map Revision (CLOMR) / Letter of Map Revision (LOMR)
- Additional detailed H&H Modeling other than stated in Section 4
- Channel Design Recommendations
- Floodplain Development Permit (FDP)
- QL-B of irrigation lines, services, asbestos concrete and/or pvc lines, and pvc lines without tracer wire or access
- QL-A SUE (potholing)
- Engineered Traffic Control Plans for SUE
- Concrete Coring for SUE
- SWPPP preparation
- Preparation of any waters of the United States field delineations or permitting documents to comply with federal or state regulations (e.g., Section 404 of the Clean Water Act; State Antiquities Code).
- Preparation of environmental reports and documentation required for environmental clearance in accordance with the National Environmental Policy Act (NEPA) and TxDOT environmental reviews (not anticipated unless project includes federal funding).

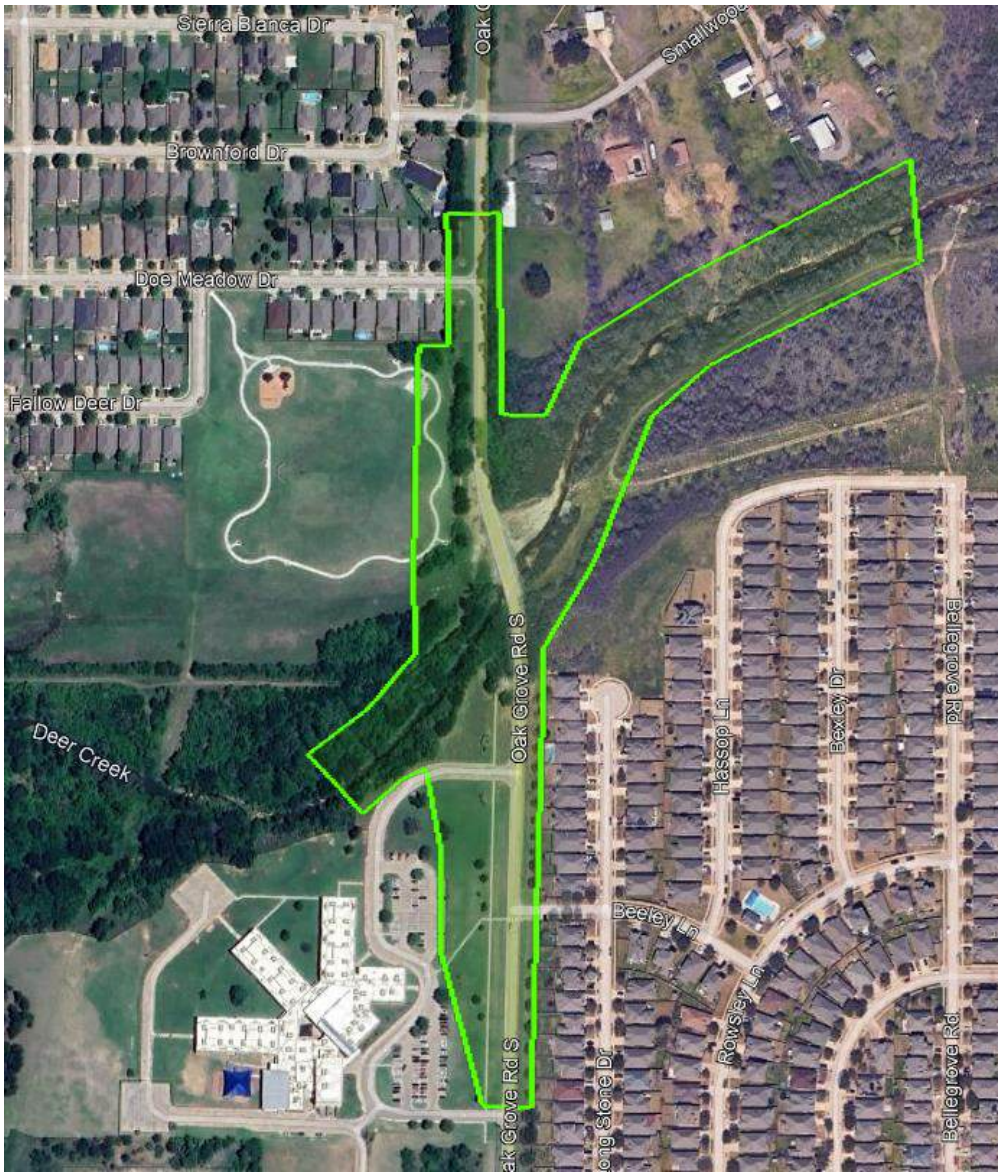


Figure 1. Limits of Survey and SUE

Exhibit B
Project Schedule

OAK GROVE ROAD ALIGNMENT STUDY FOR BRIDGE REPLACEMENT OVER DEER CREEK
Alternatives and Schematic Phase

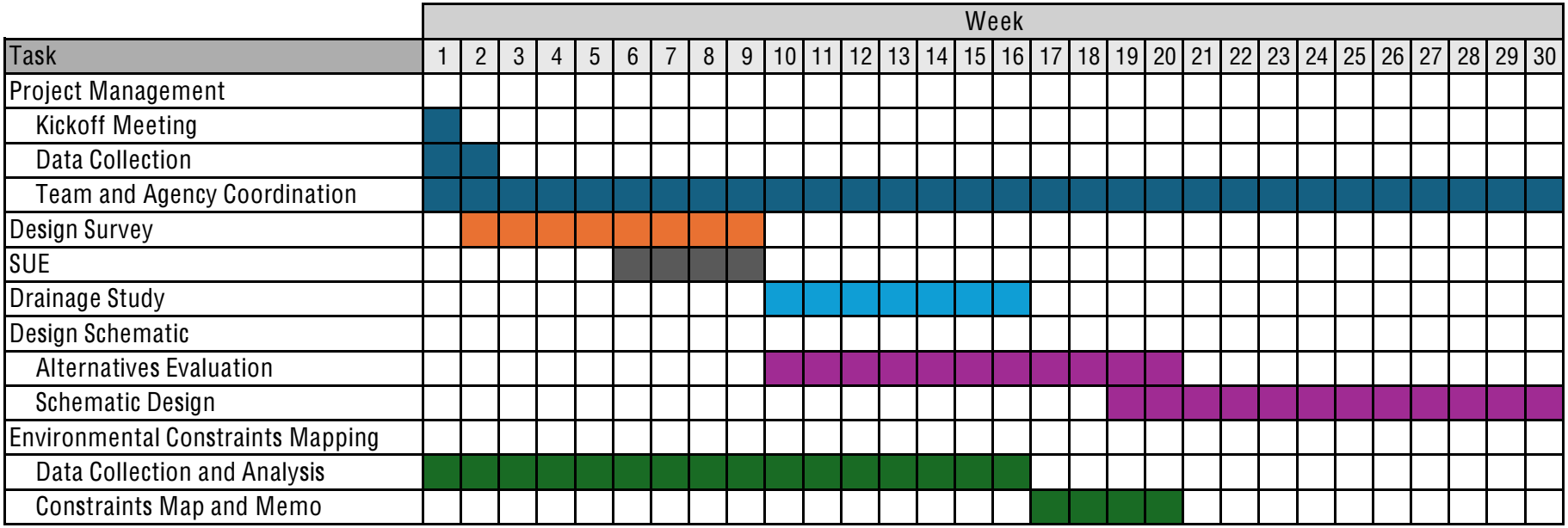


EXHIBIT C
BASIS OF COMPENSATION

PRELIMINARY DESIGN SERVICES
OAK GROVE ROAD ALIGNMENT STUDY FOR BRIDGE REPLACEMENT OVER DEER CREEK

Lump Sum Fee – The following items will be invoiced lump sum monthly based on a percent complete of work performed. The total lump sum amount of this agreement will be **$373,800**, which includes printing, direct costs, and charges associated with production of these services. Following is a summary of this fee.

1.0	Project Management	$52,100
2.0	Design and Boundary Survey	$82,200
3.0	Subsurface Utility Engineering (SUE)	$31,600
4.0	Drainage Study	$21,800
5.0	Alternatives and Schematic	$170,800
6.0	Environmental Constraints Mapping and Memo	$15,300
	Project Total	**$373,800**

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 6
Department: Commissioner, Precinct 3	**Prepared By:** John Stubblefield	**Approved By:** John Stubblefield

SUBJECT:

Consideration of Interlocal Agreement between the City of Watauga and Tarrant County to Rehabilitate and Resurface Derek Drive from Whitley Road to Saramac Drive, Dunson Drive from Hanson Drive to Shipp Drive, Lalagray Lane from Watauga Road to Saramac Drive, Plum Street from Watauga Road to Shipp Drive

See Attachment

Attachments

ILA City of Watauga.pdf

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

This Interlocal Agreement is between Tarrant County, Texas ("COUNTY"), and the City of Watauga("CITY").

WHEREAS the CITY is requesting the COUNTY's assistance to:

- Rehabilitate and Resurface **Derek Drive** located within the City of Watauga and Tarrant County Commissioner Precinct #3 from Whitley Road to Saramac Drive (Approximately 582 linear feet).

- Rehabilitate and Resurface **Dunson Drive** located within the City of Watauga and Tarrant County Commissioner Precinct #3 from Hanson Drive to Shipp Drive (Approximately 797 linear feet).

- Rehabilitate and Resurface **Lalagray Lane located** within the City of Watauga and Tarrant County Commissioner Precinct #3 from Watauga Road to Saramac Drive (Approximately 655 linear feet).

- Rehabilitate and Resurface **Plum Street** located within the City of Watauga and Tarrant County Commissioner Precinct #3 from Watauga Road to Shipp Drive (Approximately 2,322 linear feet).

Collectively, hereinafter referred to as the "**Project**".

WHEREAS the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, the parties will make the performance and payment from current revenues legally available to that party; and

WHEREAS the Commissioners Court of the COUNTY and the City Council of the CITY each make the following findings:

a. This Agreement serves the common interests of both parties.
b. This Agreement will benefit the public.
c. The division of costs fairly compensates both parties to this Agreement.

d. The CITY and the COUNTY have authorized their representative to sign this Agreement.

e. Both parties acknowledge that they are each a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

NOW, THEREFORE, the COUNTY and the CITY agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

The COUNTY will furnish the labor and equipment to assist the CITY in completing the Project:

- Rehabilitate and Resurface **Derek Drive** located within the City of Watauga and Tarrant County Commissioner Precinct #3 from Whitley Road to Saramac Drive (Approximately 582 linear feet).

- Rehabilitate and Resurface **Dunson Drive** located within the City of Watauga and Tarrant County Commissioner Precinct #3 from Hanson Drive to Shipp Drive (Approximately 797 linear feet).

- Rehabilitate and Resurface **Lalagray Lane located** within the City of Watauga and Tarrant County Commissioner Precinct #3 from Watauga Road to Saramac Drive (Approximately 655 linear feet).

- Rehabilitate and Resurface **Plum Street** located within the City of Watauga and Tarrant County Commissioner Precinct #3 from Watauga Road to Shipp Drive (Approximately 2,322 linear feet).

2. CITY RESPONSIBILITY

2.1 The CITY will furnish and pay for the actual cost of the materials, including any delivery or freight cost. The CITY will provide a purchase order and will be billed directly by the material supplier. The COUNTY may accumulate and bill the CITY for incidental material cost.

2.2 The CITY will pay for one-half of the COUNTY's fuel used to construct this Project. The COUNTY will invoice the CITY for the fuel consumed at the conclusion of the Project.

2.3 The CITY will be responsible for all traffic control necessary to safely construct this project. This responsibility includes all advance notices, signage, barricades, pilot vehicles, and flagmen necessary to control traffic in and around the construction site. The CITY will be

responsible for and provide portable message boards to supplement traffic control as needed.

2.4 The CITY will remove the existing surface and make any necessary roadway repairs and preparations prior to the COUNTY starting work.

2.5 The CITY will adjust all utilities, manholes and valve boxes for this Project.

2.6 The CITY will provide the COUNTY with a hydrant meter and all the water necessary for construction of the Project at no cost to the COUNTY.

2.7 The CITY will provide or pay for any engineering, survey, and laboratory testing required for this Project.

2.8 The CITY will furnish a site for dumping all spoils and waste materials generated during construction of this Project.

2.9 The CITY will provide the material to backfill the pavement edges for this project.

2.10 If required, the CITY will be responsible for the design and development of a Storm Water Pollution Prevention Plan (SWPPP). The CITY further agrees to pay for all cost (including sub-contractor materials, labor, and equipment) associated with the implementation of the plan. The COUNTY will be responsible for maintenance of the plan during the duration of the Project. Documentation and record keeping of the SWPPP will be the responsibility of the CITY.

3. PROCEDURES DURING PROJECT

COUNTY retains the right to inspect and reject all materials provided for this Project.

If the CITY has a complaint regarding the construction of the project, the CITY must complain in writing to the COUNTY no later than 30 days of the date of project completion.

4. NO WAIVER OF IMMUNITY

This Agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This Agreement does not waive CITY rights under a legal theory of sovereign immunity.

5. OPTIONAL SERVICES

If requested by the CITY, the COUNTY will apply permanent striping coordinated through the Transportation Department. Application of striping by the COUNTY is limited to Project roadways. If the CITY desires permanent striping applied to any roadways or portions of roadways not covered by this Agreement, the CITY will

need to enter into a separate agreement with the COUNTY for the provision of those services.

6. TIME PERIOD FOR COMPLETION

The CITY will give the COUNTY notice to proceed at the appropriate time. However, the COUNTY is under no duty to commence construction at any time.

7. THIRD PARTY

This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract 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 contract, party's agent, or party's employee, otherwise provided by law.

8. JOINT VENTURE & AGENCY

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

9. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

10. TERMINATION

This Agreement will automatically terminate on either December 31, 2025, or on the date the project is completed, whichever occurs first. Notwithstanding the foregoing, or any other language to the contrary, either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party prior to the intended date of termination. In the event of termination by either party, neither party shall have any further obligations to the other party under this Agreement, except that the CITY remains liable to the COUNTY for any outstanding invoice for materials that the COUNTY provides for the project, if any.

11. COMPLIANCE WITH LAWS

In providing the services required by this Agreement, COUNTY and CITY 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. COUNTY and CITY shall be responsible for ensuring its compliance with any laws and regulations

applicable to its business, including maintaining any necessary licenses and permits.

12. EXECUTION OF AGREEMENT

This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

TARRANT COUNTY, TEXAS

Tim O'Hare
County Judge

Date: _____

Matt Krause
Commissioner, Precinct 3

Date: _____

CITY OF WATAUGA

Sandra Gibson

Sandra Gibson
City Manager

Date: 8/26/25

~~Paul Hackleman~~ Aaron Kaut
Acting Director of Public Works

Date: 8/27/25

Attest:

City Secretary

APPROVED AS TO FORM*

Criminal District Attorney's Office*

APPROVED AS TO FORM AND LEGALITY

City Attorney

* 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.

CITY OF WATAUGA, TEXAS

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 6
Department: Commissioner, Precinct 3	**Prepared By:** John Stubblefield	**Approved By:** John Stubblefield

SUBJECT:

Consideration to Begin Interlocal Agreement between the City of Watauga and Tarrant County to Rehabilitate and Resurface Derek Drive from Whitley Road to Saramac Drive, Dunson Drive from Hanson Drive to Shipp Drive, Lalagray Lane from Watauga Road to Saramac Drive, Plum Street from Watauga Road to Shipp Drive

See Attachment

Attachments

Approval to Begin

Approval of a Project for an Interlocal Agreement Between
Tarrant County, Texas and City of Watauga

Tarrant County, Texas, acting by and through the Tarrant County Commissioners Court, has been advised of the following described Project involving the construction, improvement, or repair of a building, road, or other facility. In accordance with Texas Government Code § 791.014, Tarrant County hereby gives its specific written approval for the Project prior to the Project beginning. The Project information is as follows:

PROJECT and LOCATION:

- **Rehabilitate and Resurface Derek Drive located within the City of Watauga and Tarrant County Commissioner Precinct #3 from Whitley Road to Saramac Drive (Approximately 582 linear feet).**

- **Rehabilitate and Resurface Dunson Drive located within the City of Watauga and Tarrant County Commissioner Precinct #3 from Hanson Drive to Shipp Drive (Approximately 797 linear feet).**

- **Rehabilitate and Resurface Lalagray Lane located within the City of Watauga and Tarrant County Commissioner Precinct #3 from Watauga Road to Saramac Drive (Approximately 655 linear feet)**

- **Rehabilitate and Resurface Plum Street located within the City of Watauga and Tarrant County Commissioner Precinct #3 from Watauga Road to Shipp Drive (Approximately 2,322 linear feet).**

The local governments that have requested the Project and with whom the Interlocal Agreement is by and between are Tarrant County, Texas, and the City of Watauga, Texas.

By vote on the date below, the Tarrant County Commissioners Court has approved the Project identified above and authorized execution of this document by the presiding officer of the Tarrant County Commissioners Court.

By: _____ Date: _____

Presiding Officer of the Tarrant County Commissioners Court

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 5
Department:	**Prepared By:** Mikael Garcia	**Approved By:** Mikael Garcia

SUBJECT:

Consideration of Interlocal Agreement with the City of Grapevine to Rehabilitate and Resurface Rolling Hills Lane from Pool Road to Cul-de-Sac

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

BACKGROUND

FISCAL IMPACT

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____
County Auditor

Attachments

doc00391120250910100040.pdf

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

This Interlocal Agreement is between Tarrant County, Texas ("COUNTY"), and the City of Grapevine ("CITY").

WHEREAS the CITY is requesting the COUNTY's assistance to:

- Rehabilitate and Resurface **Rolling Hills Lane** located within the City of Grapevine and Tarrant County Commissioner Precinct #3 from Pool Road to Cul-de-Sac (Approximately 1000 linear feet).

Collectively, hereinafter referred to as the "**Project**".

WHEREAS the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, the parties will make the performance and payment from current revenues legally available to that party; and

WHEREAS the Commissioners Court of the COUNTY and the City Council of the CITY each make the following findings:

a. This Agreement serves the common interests of both parties.
b. This Agreement will benefit the public.
c. The division of costs fairly compensates both parties to this Agreement; and
d. The CITY and the COUNTY have authorized their representative to sign this Agreement.
e. Both parties acknowledge that they are each a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

NOW, THEREFORE, the COUNTY and the CITY agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

The COUNTY will furnish the labor and equipment to assist the CITY in completing the Project:

- Rehabilitate and Resurface **Rolling Hills Lane** located within the City of Grapevine and Tarrant County Commissioner Precinct #3 from Pool Road to Cul-de-Sac (Approximately 1000 linear feet).

2. CITY RESPONSIBILITY

2.1 The CITY will furnish and pay for the actual cost of the materials, including any delivery or freight cost. The CITY will provide a purchase order and will be billed directly by the material supplier. The COUNTY may accumulate and bill the CITY for incidental material cost.

2.2 The CITY will pay for one-half of the COUNTY's fuel used to construct this Project. The COUNTY will invoice the CITY for the fuel consumed at the conclusion of the Project.

2.3 The CITY will be responsible for all traffic control necessary to safely construct this project. This responsibility includes all advance notices, signage, barricades, pilot vehicles, and flagmen necessary to control traffic in and around the construction site. The CITY will be responsible for and provide portable message boards to supplement traffic control as needed.

2.4 The CITY will remove the existing surface and make any necessary roadway repairs and preparations prior to the COUNTY starting work.

2.5 The CITY will adjust all utilities, manholes and valve boxes for this Project.

2.6 The CITY will provide the COUNTY with a hydrant meter and all the water necessary for construction of the Project at no cost to the COUNTY.

2.7 The CITY will provide or pay for any engineering, survey, and laboratory testing required for this Project.

2.8 The CITY will furnish a site for dumping all spoils and waste materials generated during construction of this Project.

2.9 The CITY will provide the material to backfill the pavement edges for this project.

2.10 If required, the CITY will be responsible for the design and development of a Storm Water Pollution Prevention Plan (SWPPP). The CITY further agrees to pay for all cost (including sub-contractor materials, labor, and equipment) associated with the implementation of the plan. The COUNTY will be responsible for maintenance of the

plan during the duration of the Project. Documentation and record keeping of the SWPPP will be the responsibility of the CITY.

3. PROCEDURES DURING PROJECT

COUNTY retains the right to inspect and reject all materials provided for this Project.

If the CITY has a complaint regarding the construction of the project, the CITY must complain in writing to the COUNTY no later than 30 days of the date of project completion.

4. NO WAIVER OF IMMUNITY

This Agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This Agreement does not waive CITY rights under a legal theory of sovereign immunity.

5. OPTIONAL SERVICES

If requested by the CITY, the COUNTY will apply permanent striping coordinated through the Transportation Department. Application of striping by the COUNTY is limited to Project roadways. If the CITY desires permanent striping applied to any roadways or portions of roadways not covered by this Agreement, the CITY will need to enter into a separate agreement with the COUNTY for the provision of those services.

6. TIME PERIOD FOR COMPLETION

The CITY will give the COUNTY notice to proceed at the appropriate time. However, the COUNTY is under no duty to commence construction at any time.

7. THIRD PARTY

This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract 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 contract, party's agent, or party's employee, otherwise provided by law.

8. JOINT VENTURE & AGENCY

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

9. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

10. TERMINATION

This Agreement will automatically terminate on either December 31, 2025, or on the date the project is completed, whichever occurs first. Notwithstanding the foregoing, or any other language to the contrary, either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party prior to the intended date of termination. In the event of termination by either party, neither party shall have any further obligations to the other party under this Agreement, except that the CITY remains liable to the COUNTY for any outstanding invoice for materials that the COUNTY provides for the project, if any.

11. COMPLIANCE WITH LAWS

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

12. EXECUTION OF AGREEMENT

This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

TARRANT COUNTY, TEXAS

Tim O'Hare
County Judge

Date: _____

Matt Krause
Commissioner, Precinct 3

Date: _____

CITY OF SOUTHLAKE

Bruno Rumbelow
City Manager

Date: July 15, 2025

Bryan Beck
Director of Public Works

Date: July 15, 2025

Attest:

Vera Brooks

APPROVED AS TO FORM*

Criminal District Attorney's Office*

* 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.

APPROVED AS TO FORM AND LEGALITY

City Attorney

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 1
Department:	**Prepared By:** Mikael Garcia	**Approved By:** Mikael Garcia

SUBJECT:

Consideration to Begin Interlocal Agreement with the City of Grapevine to Rehabilitate and Resurface Rolling Hills Lane from Pool Road to Cul-de-Sac

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

BACKGROUND

FISCAL IMPACT

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____
County Auditor

Attachments

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Approval of a Project for an Interlocal Agreement Between
Tarrant County, Texas and City of Grapevine

Tarrant County, Texas, acting by and through the Tarrant County Commissioners Court, has been advised of the following described Project involving the construction, improvement, or repair of a building, road, or other facility. In accordance with Texas Government Code § 791.014, Tarrant County hereby gives its specific written approval for the Project prior to the Project beginning. The Project information is as follows:

PROJECT and LOCATION:

- Rehabilitate and Resurface **Rolling Hills Lane** located within the City of Grapevine and Tarrant County Commissioner Precinct #3 from Pool Road to Cul-de-Sac (Approximately 1000 linear feet).

The local governments that have requested the Project and with whom the Interlocal Agreement is by and between are Tarrant County, Texas, and the City of Grapevine, Texas.

By vote on the date below, the Tarrant County Commissioners Court has approved the Project identified above and authorized execution of this document by the presiding officer of the Tarrant County Commissioners Court.

By: _____ Date: _____

Presiding Officer of the Tarrant County Commissioners Court

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 5
Department:	**Prepared By:** D'Renda Cummings	**Approved By:** D'Renda Cummings

SUBJECT:

Eagle Mountain Saginaw ISD, Interlocal Agreement

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

BACKGROUND

FISCAL IMPACT

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare

County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____
Auditor

Attachments

Contract - Reconstruct PDF.pdf

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

This Interlocal Agreement is between **Tarrant County, Texas** ("COUNTY"), and the **City of Blue Mound** ("CITY").

WHEREAS the CITY is requesting the COUNTY'S assistance with:

The reconstruction and asphalt overlay of 1700 Continent Drive; being approximately 40,320 square feet; all being located within the CITY (Collectively referred to as the "**Project**").

WHEREAS, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, the parties will make the performance and payment from current revenues legally available to that party; and

WHEREAS, the Commissioners Court of the COUNTY and the CITY Council of the CITY each make the following findings:

a. This Agreement serves the common interests of both parties;
b. This Agreement will benefit the public;
c. The division of costs fairly compensates both parties to this Agreement;
d. The CITY and the COUNTY have authorized their representative to sign this Agreement; and
e. Both parties acknowledge that they are each a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

NOW, THEREFORE, the COUNTY and the CITY agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

1.1 The COUNTY will furnish the labor and equipment to assist the CITY in completing the Projects.

1.2 **1700 Continiental Drive**: COUNTY will mill and remove excess materials, the COUNTY will reclaim, cement stabilize the exposed subgrade, regrade, shape, and prime the stabilized roadbed, place two inches of asphalt surface (type B) and two inches of asphalt surface (D), backfill pavement edges and clean the project of excessive spoil materials.

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2. CITY RESPONSIBILITY

2.1 CITY will furnish all materials for the Project and pay trucking charges.

~~2.2 CITY will furnish a site for dumping waste in close proximity to job site for materials generated during this project.~~

2.3 CITY will provide adequate trucking services and a nearby dump site for asphalt millings generated during this project to minimize project delays.

2.4 CITY will furnish water and water meter if required, for construction or reconstruction projects.

2.5 CITY will furnish all rights of way, plan specifications and engineering drawings.

2.6 CITY will furnish and maintain necessary traffic controls including Type A barricades to redirect traffic flow to alternate lanes during the construction phase of the project: and

2.7 The CITY will furnish labor and equipment to do locates in the project work zone and assist COUNTY equipment operators during the excavation to ensure obstacles such as utilities, valve boxes, manhole covers, and curbs are not damaged.

2.8 CITY will verify the location of all utility locations, mark those locations and then
remove the utilities that will interfere with the progress of the project.

2.9 CITY will provide the labor and equipment if hand excavation is required.

2.10 CITY will provide temporary driving lane markings.

2.11 If a Storm Water Pollution Prevention Plan is required, the CITY will be responsible for the design and development of the Plan. CITY will pay for all cost (including subcontractor materials, labor, and equipment) associated with the implementation and maintenance of the Plan.

2.12 CITY will provide a location for the County to park their heavy equipment near the job site.

2.13 CITY will provide any soil lab testing and/or material testing needed for the project.

2.14 CITY will reimburse the COUNTY for actual cost of any overtime hours the CITY requests the COUNTY to provide watering the roadway for dust control after regular work hours.

3. PROCEDURES DURING PROJECT

COUNTY retains the right to inspect and reject all materials provided for this Project.

If the CITY has a complaint regarding the construction of the project, the CITY must complain in writing to the COUNTY no later than 30 days of the date of project completion. Upon expiration of 30 days after project completion, the CITY will be solely responsible for maintenance and repairs of the entire Project.

4. NO WAIVER OF IMMUNITY

This Agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This Agreement does not waive CITY rights under a legal theory of sovereign immunity.

5. OPTIONAL SERVICES

5.1 If requested by the CITY, the COUNTY will apply permanent striping coordinated through the Transportation Department to that part of the Project described in 1.2 above. Application of striping by the COUNTY is limited to those Projects. If the CITY desires permanent striping applied to any roadways or portions of roadways not covered by this Agreement, the CITY will need to enter into a separate agreement with the COUNTY for the provision of those services or contact a private vendor.

5.2 If necessary, the CITY will furnish flag persons.

5.3 If required, the CITY will pay for engineering services, storm water run-off plans, and continuation of services and plan.

5.4 If a Storm Water Prevention Plan is provided by the CITY, the COUNTY will be responsible for the implementation and maintenance of the Plan during the duration of the Project.

6. TIME PERIOD FOR COMPLETION

The CITY will give the COUNTY notice to proceed at the appropriate time. However, the COUNTY is under no duty to commence construction at any particular time.

7. THIRD PARTY

This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract 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 contract, party's agent, or party's employee, otherwise provided by law.

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8. JOINT VENTURE & AGENCY

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

9. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

10. TERMINATION OF AGREEMENT

The initial term of this Agreement is until September 30, 2025, and will automatically renew for one year thereafter unless terminated by either party in writing. Either party may terminate this Agreement at any time—either before the expiration of the initial term or after the renewal of any term thereafter—by providing the other party with 30-days written notice of termination. In the event of termination by either party, neither party shall have any obligations to the other party under this Agreement, except that the CITY is still liable for payment to the COUNTY for any outstanding invoice for the Project.

11. COMPLIANCE WITH LAWS

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

12. EXECUTION OF AGREEMENT

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this Agreement as

to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

TARRANT COUNTY, TEXAS

_____
County Judge

Date: _____

_____
Commissioner, Manny Ramirez
Precinct Four

APPROVED AS TO FORM*

_____
Criminal District Attorney's Office*

* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed

CITY OF BLUE MOUND

_____
Authorized City Officer

Date: _____

Attest:

_____

APPROVED AS TO FORM AND LEGALITY

_____
Assistant City Attorney

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.

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 1
Department:	**Prepared By:** D'Renda Cummings	**Approved By:** Manny Ramirez

SUBJECT:

Consideration to Begin Interlocal Agreement with the Eagle Mountain Saginaw Independent School District for the Transportation of Road Building Materials and to Perform Minor Pothole Patching at Various Independent School District Locations

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

BACKGROUND

FISCAL IMPACT

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____
Auditor

Attachments

Approval Document.null.35d71131-f954-4980-b9f1-13ded04c6115.pdf

Approval of a Project for an Interlocal Agreement Between
Tarrant County, Texas, and Eagle Mountain Saginaw I.S.D.

Tarrant County, Texas, acting by and through the Tarrant County Commissioners Court, has been advised of the following described Project involving the construction, improvement, or repair of a building, road, or other facility. In accordance with Texas Government Code § 791.014, Tarrant County hereby gives its specific written approval for the Project prior to the Project beginning. The Project information is as follows:

PROJECT and LOCATION:

The COUNTY to transport road building materials and to perform minor pothole patching at various I.S.D. locations; said Project being within the municipal limits of the Eagle Mountain Saginaw I.S.D. and Tarrant County Commissioner Precinct # 4.

The local governments that have requested the Project and with whom the Interlocal Agreement is by and between are Tarrant County, Texas, and the Eagle Mountain Saginaw Independent School District.

By vote on the date below, the Tarrant County Commissioners Court has approved the Project identified above and authorized execution of this document by the presiding officer of the Tarrant County Commissioners Court.

Date: _____

By: _____
Presiding Officer of the
Tarrant County Commissioners Court

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 1
Department: Administrator	**Prepared By:** Vanessa Perez	**Approved By:** Chandler Merritt, County Administrator

SUBJECT:

Public Hearing - To Consider Tarrant County Government's Fiscal Year 2026 Budget

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court conduct a public hearing to receive public input concerning Tarrant County Government's Fiscal Year 2026 budget.

BACKGROUND

State law requires that the Commissioners Court conduct a public hearing concerning the County's Fiscal Year 2026 budget to receive input from the public. The required public notices have been published.

FISCAL IMPACT

Staff will present the Court with the final recommended budget during the Commissioners Court meeting.

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 1
Department: Administrator	**Prepared By:** Chandler Merritt, County Administrator	**Approved By:** Chandler Merritt, County Administrator

SUBJECT:

Public Hearing – To Consider Salaries of Certain Elected County and Precinct Officers Contained within Tarrant County Government's Fiscal Year 2026 Budget

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court conduct a public hearing to receive public input concerning the salaries of certain elected County and Precinct officers contained within Tarrant County Government's Fiscal Year 2026 budget.

BACKGROUND

State law requires that the Commissioners Court conduct a public hearing concerning the salaries of certain elected County and Precinct officers contained within the County's Fiscal Year 2026 budget.

A copy of the legal notice containing the salaries and allowances of these officials is attached. The purpose of the public hearing is to receive input from the public.

FISCAL IMPACT

The costs associated with this action are included in the County's proposed Fiscal Year 2026 budget.

Attachments

Public Notice.pdf

PUBLIC NOTICE
STATE OF TEXAS
COUNTY OF TARRANT

In compliance with section 152.013 of the Texas Local Government Code, the Commissioners Court does hereby give notice of salary, expenses and allowances proposed to be increased along with the amount of the proposed increases for the within titled elected officials of Tarrant County. Elected officials' salaries will be set on the 16th day of September 2025 in the Commissioners Courtroom, 5th floor of the Tarrant County Administration Building, 100 E. Weatherford Street, Fort Worth, Texas 76196 at 10:00 a.m. The officials and the proposed salaries, expenses and allowances are shown below.

Elected Official	---------- As of October 1, 2024----------		---------- Effective October 1, 2025 --------	
	Current Annual Maximum Salary (1)	Current Annual Auto Allowance (2)	Proposed Annual Maximum Salary (1)	Proposed Annual Maximum Auto Allowance (2)
Constables (Pct. 2, 3, 6 & 7)	$139,223.76	Vehicle	$143,400.40	Vehicle
Constables (Pct. 1, 4, 5 & 8)	$139,223.76	$9,024.00	$143,400.40	$9,432.00
County Clerk	$214,190.60	$9,024.00	$220,616.24	$9,432.00
County Commissioners	$214,190.60	$17,640.00	$220,616.24	$18,432.00
County Judge	$224,190.72	$17,640.00	$230,616.36	$18,432.00
County Court Judges (3)	$157,999.92 - $193,399.96	None	$191,999.86 - $237,499.86	None
Probate Court Judges (4)	$193,399.96	None	$192,999.82 - $237,499.86	None
Criminal District Attorney (5)	$257,052.78	$9,024.00	$295,564.34	$9,432.00
District Clerk	$214,190.60	None	$220,616.24	None
District Court Judges (6)	$194,399.80	None	$238,500.00	None
Justice of the Peace	$156,359.06	None	$161,049.72	None
Sheriff	$224,190.72	$10,320.00	$230,616.36	$10,776.00
Tax Assessor/Collector	$214,190.60	$9,024.00	$220,616.24	$9,432.00

(1) Annual salaries are a calculation of each elected officials bi-weekly salary times 26 pay periods. Refer to comment (3) and (4) for County and Probate Judges.
(2) Elected officials not authorized an allowance or vehicle will be eligible to receive mileage reimbursement for official County business when using a personal vehicle. The current IRS rate will be used and subject to change as IRS mileage rate changes as per the Vehicle Usage Policy. Those officials receiving an auto allowance will be eligible to receive mileage reimbursement based on the Tarrant County Vehicle Usage Policy. Auto allowances are paid over 24 pay periods.
(3) Due to changes in Texas Government Code effective September 1, 2025 all County Court Judges are compensated based on years of service: 0-4 years - $192,000; 4-8 years - $209,500; 8+ years - $227,000; 12+ years – 237,500 (longevity pay included for qualified County Judges with 12+ years of service). Years of services are calculated based on the Texas Government Code.
(4) Due to changes in Texas Government Code effective September 1, 2025 all Probate Court Judges are compensated based on years of service: 0-4 years - $193,000; 4-8 years - $210,500; 8-12 years - $228,000; 12+ years – 237,500 (longevity pay included for qualified County Judges with 12+ years of service). Years of services are calculated based on the Texas Government Code.
(5) The Criminal District Attorney salary includes a minimum of $175,000 paid by the State. Beginning October 1, 2025, the County supplemental pay will be $120,564.34.
(6) District Court judges are compensated based on years of service by the State in accordance with Texas Government Code. Tarrant County will pay a County supplement of $18,000.

Elected Officials are eligible to participate, along with other County employees, in the following additional benefits:

- $300 contribution to a Flexible Spending Account, Health Savings Account, or cash for participating in the Tarrant County Wellness Reward Program. Spouses are also eligible.
- $240.44 contribution to a health care flexible spending account (general purpose or limited).
- Those that elect Tarrant County's high-deductible health insurance plan will receive a contribution toward a Health Savings Account (HSA) which amounts to $900 for single and $950 for family plans.
- Eligible elected officials may receive either a County provided mobile phone or an annual mobile phone allowance not to exceed $660.

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 3
Department: Transportation	**Prepared By:** Travis Rosenbaum	**Approved By:** Joseph Jackson

SUBJECT:

Public Hearing - To Consider Establishing a Speed Limit of 35 MPH on Grants Lane - Precinct 4

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court conduct a public hearing to consider establishing a speed limit of 35 MPH on Grants Lane, Precinct 4.

BACKGROUND

A request to recommend a speed limit by the Precinct 4 operations staff initiated the need for a site visit and speed study to establish a posted speed limit for Grants Lane. The County Engineer has completed a speed study and recommends a maximum speed of 35 MPH be posted on Grants Lane from Peden Road to the termination of the right-of-way near Sandstrom Way. Grants Lane is established as County Road 4038-040.

A separate action will be brought to the Court for consideration of approval of the proposed speed limit.

FISCAL IMPACT

There is no fiscal impact associated with this item.

Attachments

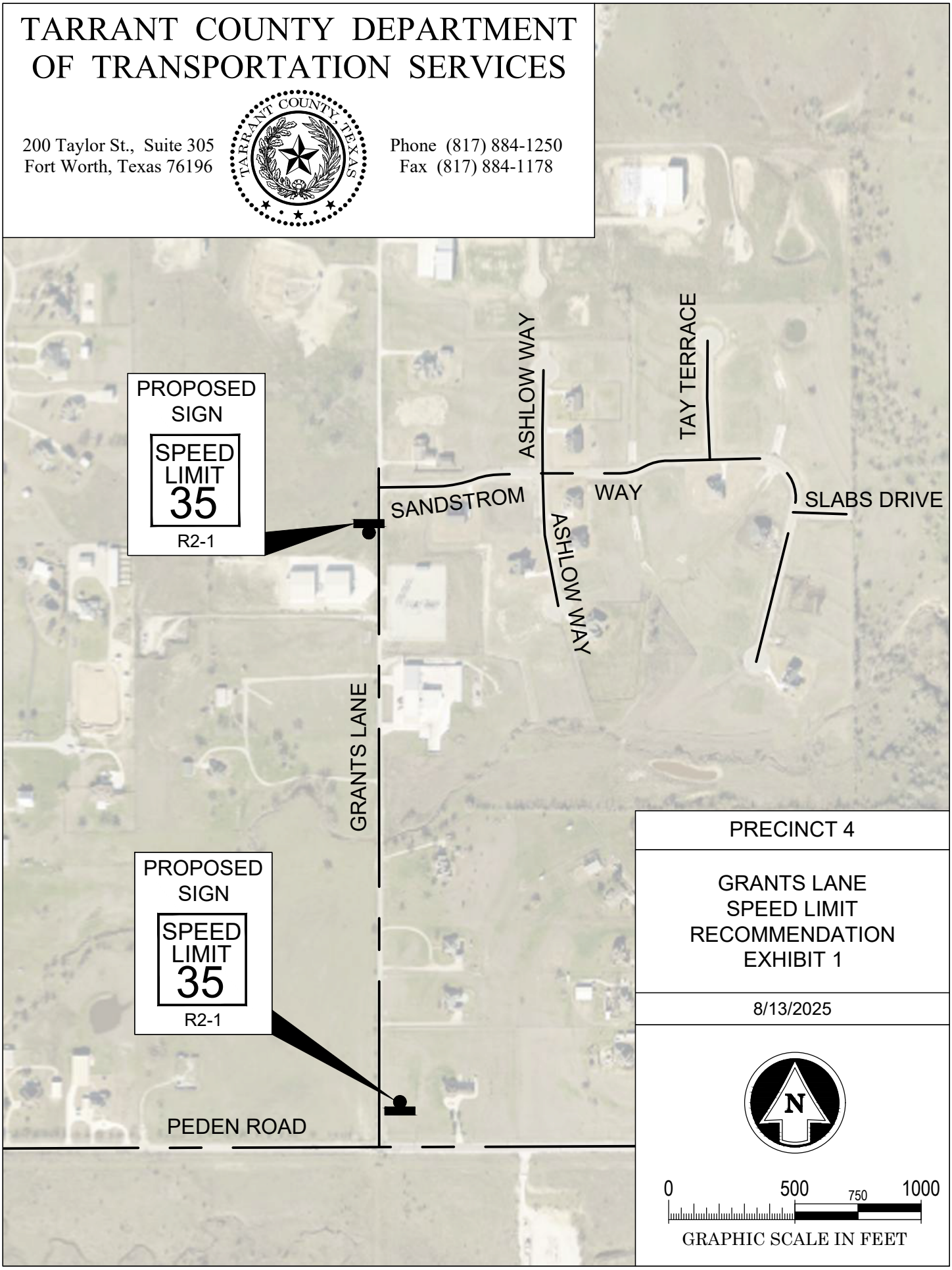
SignExhibit-GrantsLn-Speed-8.5x11.EXH.01-P.pdf

Takings Impact Assessmet Checklist_GrantsSpeed.pdf

TARRANT COUNTY DEPARTMENT OF TRANSPORTATION SERVICES

200 Taylor St., Suite 305
Fort Worth, Texas 76196

Phone (817) 884-1250
Fax (817) 884-1178



T:\Transportation Documents\County Roads\4038-040 Grants Lane (old Peden)\Speed Study\SignExhibit-GrantsLn-Speed.dwg

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any County action that involves the adoption Of a regulation, policy, guideline, court resolution or order.

Project/Regulation Name: **Establishing a speed limit of 35 MPH on Grants Lane from Peden Road to the termination of the right-of-way near Sandstrom Way.**

County Department: **Transportation Services**

Contact Person: **Joseph Jackson, County Engineer**

Phone Number of Contact Person: 817 884-1153

Type of TIA Performed: **SHORT TIA** or FULL TIA.
Circle one after answering the questions in Sections II and III below.

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

YES _____ NO _____X_____

2. Does the county action limit or restrict a real property right, even partially or temporarily?

YES _____ NO ____X_____

If you answered "yes" to either question, go to Section III.
If you answered "no" to both, STOP HERE and circle SHORT TIA at the top of the form.

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 3
Department:	**Prepared By:** Norma Gorena, Executive Assistant to County Clerk	**Approved By:** Mary Louise Nicholson

SUBJECT:

Public Hearing - To Consider the Annual Plan for the Preservation and Restoration of the Record Archives (County Clerk)

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court conduct a public hearing to consider the Fiscal Year 2026 Preservation and Restoration Plan for the County Clerk's record archives.

BACKGROUND

Pursuant to Texas Local Government Code, Section 118.025, a public hearing shall be held to consider the written plan for the preservation and restoration of the County Clerk's Record Archives. The plan designates the public documents that are part of the records archive and are subject to approval by the Commissioners Court.

FISCAL IMPACT

There is no fiscal impact at this time.

Attachments

County Clerk FY26 Preservation and Restoration Plan signed_0001.pdf

County Clerk
Record Preservation and Restoration Plan
FY 2026

Executive Summary

The objective of this document is to establish a Preservation and Restoration Plan for the County Clerk's office for the upcoming fiscal year, as required by Local Government Code 188.025. The County Clerk's goal through this Plan is to continue to preserve and digitize those permanent records which are vulnerable to loss by theft, disasters, and everyday wear and tear. The scanning of Tarrant County's paper documents into digital images not only preserves them for future generations but also allows for the ability of those images to be added to Tarrant County's existing record management systems, thereby improving customer service by making them readily available for the public to research and view. It is the intent of the County Clerk to follow the Local Government retention schedule set by the Texas State Library and Archives.

Budget and Expenditures

Records preservation and restoration efforts are funded primarily through the collection of a records archive fee, which is authorized by Texas Local Government Code 118.025. The fee amounts are adopted by the Tarrant County Commissioner's Court and are itemized as part of the Tarrant County annual budget process. The current records archive fee amount of $8.00 will be expended for the continued management, preservation, restoration, and archiving of all County Clerk records. Expenditures from the records archive fund include employee salaries and operating and capital expenses, which are necessary to support record preservation and restoration, employee training, document indexing and archiving of records.

2026 Plan Goal

Efforts to restore and preserve records are conducted both internally and externally. Any work requiring specialized equipment or expertise will be outsourced with the approval of the Tarrant County Commissioners Court. All work requiring intimate knowledge of County Clerk business processes or requiring access to County Clerk software shall be handled internally.

The two (2) primary focus areas for fiscal year 2026 will be the following:

1. Continued preservation of books and documents deemed to be permanent records by the Texas State Library and Archives Commission which require specialized archival sleeves and binders for long-term storage to minimize the chemical and physical deterioration of pages and text.

2. Continued efforts to make historic birth, death and land record images searchable and accessible.

The above intended areas of focus are subject to change if dictated by customers or changes to internal business processes.

Mary Louise Nicholson — Date: 8-13-2025

Mary Louise Nicholson
Tarrant County Clerk

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 2
Department: Administrator	**Prepared By:** Vanessa Perez	**Approved By:** Chandler Merritt, County Administrator

SUBJECT:

Consideration of Tarrant County's Tax Rate and Resolution for Tax Year 2025

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider Tarrant County's tax rate and Resolution for tax year 2025 as follows:

Maintenance and Operations	$0.1730
Interest and Sinking	$0.0132
Total Tax Rate	$0.1862 (per $100.00 valuation)

BACKGROUND

In order to generate sufficient funds to support Tarrant County operations and services, it is requested that the Commissioners Court approve a combined tax rate of $0.1862 per $100.00 valuation for tax year 2025. This is a 0.69% tax rate reduction from tax year 2024. This tax rate will raise less taxes than last year. The tax rate is below the no-new-revenue rate and below the voter-approval tax rate. The taxpayer impact statement has been attached as a supporting document. All legally required notices have been published.

FISCAL IMPACT

The tax rate is estimated to generate $524,835,419 in net property taxes.

Attachments

Tax Rate Resolution

FY 2026 Tax Payer Impact Statement

TARRANT COUNTY

RESOLUTION ADOPTING TARRANT COUNTY TAX RATE FOR TAX YEAR 2025

WHEREAS, the Tarrant County Commissioners Court seeks to be good stewards of taxpayers funds by administering efficient and effective county government; and

WHEREAS, the Tarrant County Commissioners Court has prioritized reducing the taxing burden on property owners in Tarrant County; and

WHEREAS, the Tarrant County Commissioners Court authorized a 20% homestead exemption on June 18, 2024; and

WHEREAS, Sec. 26.05 Tex. Tax Code, requires the Tarrant County Commissioners Court to vote on the property tax rate for Tax Year 2025; and

WHEREAS, the tax rate of $0.1862 per $100 in value is below the no-new-revenue rate and will raise $18,032,392 (3.57%) more in property taxes than in the previous year;

NOW, THEREFORE, BE IT RESOLVED that the Tarrant County Commissioners Court adopts a maintenance and operations tax rate of $0.1730 (per $100 valuation) and an interest and sinking tax rate of $0.0132 (per $100 valuation) for a combined total tax rate of $0.1862 (per $100 valuation).

IN WITNESS WHEREOF, we have hereunto set our hands and caused the seal of Tarrant County to be affixed this the 16th day of September 2025.

Court Order No. _____

_____

County Judge Tim O'Hare

_____

Roy C. Brooks
Commissioner, Precinct 1

_____

Gary Fickes
Commissioner, Precinct 3

_____

Alisa Simmons
Commissioner, Precinct 2

_____

Manny Ramirez
Commissioner, Precinct 4

Tarrant County, Texas
Taxpayer Impact Statement For
Median-Valued Homestead Property
Section 551.043(c), Texas Government Code

The following comparison is provided for the Median-Valued Homestead Property:

1. Current Fiscal Year Taxes: $474.18

2. Estimated Taxes under Proposal Budget: $476.67

3. Estimated Taxes under No-New Revenue Rate: $477.70

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 1
Department: Administrator	**Prepared By:** Matthew Jones	**Approved By:** Helen H. Giese

SUBJECT:

Consideration of Tarrant County Government's Budget for Fiscal Year 2026

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve the Tarrant County Fiscal Year (FY) 2026 budget at the highest-level cost center and account group categories as follows:

General Fund	$740,895,207
Road and Bridge Fund	$ 43,533,489
Debt Service Fund	$ 40,405,833
	$824,834,529

BACKGROUND

The FY 2026 Tarrant County operating budget is supported by a tax rate of $0.1862 per $100 of taxable value, decreasing from $0.1875 for 2025. Tarrant County taxes on a home with a value of $100,000 will be $187.50. The tax rate allocation is $0.1730 for maintenance and operation and $0.0132 for debt service. The operating budget is as follows:

Ad valorem taxes represent 60% of the County's total revenues. The net taxes generated are estimated to be $524,835,419 and a 100% collection ratio is anticipated. Tax revenue has been reduced by the estimated impact of the 65 and over tax freeze, exemption for disabled veterans, and a 20% homestead exemption. Total taxes consist of current tax year collections, delinquent taxes, and penalties and interest that are due from previous tax years. Of the taxes collected, an estimated $11,383,326 will be paid to tax incremental financing districts that have been approved by Tarrant County.

In an effort to remain competitive in the hiring market, this budget supports a 4% structure increase for confinement and a 7% structure increase for peace officers. The structure is effective October 1, 2025. A 3% step increase for law enforcement employees is based on the employee's annual review date. The budget supports a 3% merit to all eligible non-law enforcement employees effective October 1, 2025, or January 1, 2026, according to their classification.

Twenty-three (23) new positions are included in the General Fund budget totaling $2,472,140 and are offset by a reduction in force of twenty-five (25) positions and temporary/part-time salaries saving of $2,701,320. Seventeen (17) positions are the part of department reorganization; five (5) are related to workload increases; one (1) is due to a new program. In total there are 3,799 full-time positions authorized in the General Fund. With the addition of thirty-five (35) new full-time positions related to increased workload, there are 248 authorized positions in the Road and Bridge Fund. The new positions related to workload will cost $2,405,413. The total combined authorized positions in the operating funds are 4,047.

Areas of interest in the budget include:

- ***Group Health Insurance:*** The County contribution will increase to $13,992 annually per employee.
- ***Retiree Group Insurance***: The annual County contribution for retirees that are under 65 will be $16,008; for retirees that are 65 and over the County contribution will be $1,800 annually.
- ***Retirement Rate:*** The County's portion of the retirement contribution rate will be 12.02%. This is our required contribution rate and includes a 1% retiree cost-of-living adjustment (COLA) amortized over the next 15 years beginning FY 2026.
- ***Debt Service:*** Principal and interest for debt service payments and related fees will decrease by $5,136,796 when compared to FY2025 for a total of $40,405,833. County Judge Tim O'Hare allocated $3.5 million from his discretionary funds to reduce outstanding county debt. This strategic financial decision enabled a 3% merit increase for county employees and a 1% (COLA) for retirees. Total outstanding debt (including interest) at the end of FY 2025 is $440,150,865.
- ***Capital Funding:*** The funding source for capital is cash available at the beginning of the fiscal year.
- ***Juvenile Services:*** Juvenile Services has a total budget of $37,395,628, with $30,395,628 funded through County general funds and the remaining $7,000,000 supported by grant funding.
- ***Child Protective Services:*** The budget includes $3,028,151 for Child Protective Services. Of that amount, $2,707,901 is allocated to the Texas Department of Regulatory Services to fund 71.53% of 34.5 positions.
- ***Operating Transfers:*** The budget includes operating transfers for the following purposes:

  CSCD – Pre-Trial Bond Supervision Unit Fund..... $5,132,177
  Sheriff's Office Narcotics Unit (CNET) $250,000
  Self-Insurance Fund (property damage & general liability)..... $1,750,000
  Road and Bridge Fund $10,971,945
  Capital Improvement Fund $11,835,104
  Non-Debt Capital $11,000,000
  Group Health Insurance $3,000,000

- ***Reserves:*** There are reserves in General and Debt Service Funds of $83,000,000 and $1,800,000 respectively. The General Fund includes $6,086,705 in undesignated while the Road and Bridge Fund has $500,000. The current level of funding represents 15.4% of the County's true operating costs. Government Finance Officers Association recommends 16.7%.

On September 16, 2003, the Commissioners Court, through Court Order #91225, approved a change to the budget control methodology. This change was concurrent with SAP financial accounting implementation and established budget control at the highest level (roll-up) cost center and ten (10) commitment group categories.

A detailed budget document (by commitment item) is also available.

FISCAL IMPACT

Approval of the budget establishes the financial framework for the next fiscal year. The total operating budget is $824,834,529.

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 2
Department: Administrator	**Prepared By:** Vanessa Perez	**Approved By:** Chandler Merritt, County Administrator

SUBJECT:

Consideration of Tarrant County Hospital District's Tax Rate and Resolution for Tax Year 2025

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the Tarrant County Hospital District's (TCHD) tax rate and Resolution for tax year 2025 as follows:

Maintenance and Operations	$0. 1551
Debt Service	$0. 0099
Total	$0.1650 (per $100.00 valuation)

BACKGROUND

In order to generate sufficient funds to support the operations of the Hospital District, it is requested that the Commissioners Court approve a combined tax rate of $0.1650 per $100.00 valuation for tax year 2026. This tax rate is a 9.59 % reduction from tax year 2025. This tax rate will raise less taxes than last year and is below the no-new-revenue rate. All legally required notices have been published.

FISCAL IMPACT

The tax rate of $0.1650 per $100.00 valuation will generate approximately $491,219836.00 in net tax revenue for TCHD.

Attachments

Tax Rate Resolution

TARRANT COUNTY

RESOLUTION ADOPTING TARRANT COUNTY HOSPITAL DISTRICT TAX RATE FOR TAX YEAR 2025

WHEREAS, the Tarrant County Commissioners Court is the governing body of the Tarrant County Hospital District (JPS Health Network) and has the authority to set the district's tax rate; and

WHEREAS, the Tarrant County Commissioners Court seeks to be good stewards of taxpayers funds by administering an efficient and effective government; and

WHEREAS, the Tarrant County Commissioners Court has prioritized reducing the tax burden on property owners in Tarrant County; and

WHEREAS, the Tarrant County Commissioners Court authorized a 20% homestead exemption on June 18, 2024; and

WHEREAS, Sec. 26.05, Tex. Tax Code, requires the Tarrant County Commissioners Court to vote on the property tax rate for Tax Year 2024; and

WHEREAS, the tax rate of $0.1650 per $100 in value is below the no-new-revenue rate and will decrease the property tax levy by $27,295,804 (5.3%) from the previous year;

NOW, THEREFORE, BE IT RESOLVED that the Tarrant County Commissioners Court adopts a maintenance and operations tax rate of $0.1551 (per $100 valuation) and an interest and sinking tax rate of $0.0099 (per $100 valuation) for a combined total tax rate of $0.1650 (per $100 valuation).

IN WITNESS WHEREOF, we have hereunto set our hands and caused the seal of Tarrant County to be affixed this the 17th day of September 2024.

Court Order No. _____

_____

County Judge Tim O'Hare

_____

Roderick Miles
Commissioner, Precinct 1

_____

Matt Krause
Commissioner, Precinct 3

_____

Alisa Simmons
Commissioner, Precinct 2

_____

Manny Ramirez
Commissioner, Precinct 4

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 28
Department: Administrator	**Prepared By:** Vanessa Perez	**Approved By:** Chandler Merritt, County Administrator

SUBJECT:

Consideration of the Tarrant County Hospital District's Budget for Fiscal Year 2026

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the Tarrant County Hospital District's (TCHD) Fiscal Year 2026 budget.

BACKGROUND

In accordance with State law, the Commissioners Court must approve TCHD's annual budget.

The TCHD Board of Managers previously approved TCHD's Fiscal Year 2026 budget for consideration by the Commissioners Court. The Commissioners Court was briefed by TCHD on September 3, 2025.

FISCAL IMPACT

There is no fiscal impact to Tarrant County.

Attachments

FY26 Budget Executive Summary - Tarrant County Commissioners Court - JPS Health Network.pdf

FY2026 Commissioners Court Budget Presentation - JPS Health Network.pdf

September 3, 2025

County Judge Tim O'Hare
County Commissioner Roderick Miles
County Commissioner Alisa Simmons
County Commissioner Matt Krause
County Commissioner Manny Ramirez

Dear Honorable Members of the Commissioners Court:

Tarrant County Hospital District d/b/a JPS Health Network ("JPS") is proud to serve the healthcare needs of residents of Tarrant County, including those residents who face financial and social barriers to care. We are grateful to have the privilege of fulfilling the mission that the voters supported when the hospital district was first created in 1959.

JPS stands as a trusted healthcare leader in Tarrant County, dedicated to delivering high-quality care for all residents. Our comprehensive services span primary care, cancer treatment, women's health, behavioral health, stroke care, sports medicine, and a wide range of specialty services. JPS is home to Tarrant County's first Level I Trauma Center, the county's only psychiatric emergency center, and the nation's largest family medicine program.

Over the past year, JPS dedicated team members cared for more than 1.2 million patient visits, while experiencing record-high emergency department visits and inpatient admissions. Throughout this time, we remained steadfast in our commitment to quality care, expanding access, advancing our Master Facility Plan, and strengthening our community through service, innovation, and workforce development.

Highlights of FY2025 include:

Transforming Care Delivery: Excellence in Survey Standards

The Joint Commission Triennial Survey

JPS remains committed to delivering the highest quality care to our patients. The Triennial Survey by The Joint Commission (TJC), an unannounced and comprehensive review of patient safety and quality standards, was conducted over five days in FY2025 by nine surveyors across more than two million square feet of JPS facilities. Results showed a 25% reduction in overall findings and no conditional-level findings. These outcomes affirm JPS's exceptional care, made possible by the dedication of our teams and recognized by TJC.

Trauma Level 1 Reverification

JPS Health Network is Tarrant County's longest-standing Level I Trauma Center and was recently re-verified by the American College of Surgeons, reaffirming its recognition for delivering the highest level of emergency care. A Level 1 Trauma Center designation indicates the hospital has the resources and expertise to provide comprehensive, 24/7 care for the most critically injured patients.

Maternal Health Designation

In Texas, the highest maternal health designation is Level IV: Comprehensive Care. This is the top-tier classification awarded by the Texas Department of State Health Services (DSHS) to hospitals that provide the most advanced, multidisciplinary care for pregnant and postpartum patients—including those with the most complex and high-risk conditions. In FY25, JPS received confirmation of our maternal health designation with no conditional findings.

JPS Health Network Receives U.S. News Recognition

In FY2025, JPS was named one of the Best Regional Hospitals for Equitable Access by U.S. News & World Report. At JPS, we strive to ensure equitable access and the highest-quality care for all communities we serve. This recognition demonstrates JPS's commitment to our mission by providing exceptional care for the most vulnerable patient populations.

Transforming Access

JPS is committed to improving access and will always keep the patient as our *True North* to transform healthcare delivery in our community. In 2025, JPS continued to make significant progress related to the Master Facility Plan which will improve access for JPS patients and transform our facilities for the future.

Medical Home Southwest

The new Medical Home Southwest, located in southwest Tarrant County, opened in FY2025. The medical home provides comprehensive services including adult and pediatric primary care, women's health services, specialty care, behavioral health services, after-hour care, imaging, lab and drive-thru pharmacy.

Psychiatric Emergency Center

Opening in September, the new JPS Psychiatric Emergency Center represents a major investment in expanding access to urgent behavioral health care in Tarrant County. Designed to meet the growing demand for mental health services, the center provides specialized, comprehensive, 24/7 emergency psychiatric services for individuals experiencing psychiatric crises.

Medical Home Southwest Tarrant

Psychiatric Emergency Center

Parking Garage

Medical Outpatient Building

Transforming Our Workforce and Building a Workforce Pipeline for the Future

JPS Health Network Named a Two-Time Gallup Exceptional Workplace Award Winner

For the second consecutive year, JPS received the Gallup Exceptional Workplace Award, earned by fewer than 60 organizations worldwide. This recognition reflects JPS commitment to engagement, recruitment, and retention efforts though our employee engagement survey efforts. JPS's culture is shaped by shared goals in which every role at JPS contributes to better care and a stronger Tarrant County.

JPS Develops Tomorrow's Healthcare Leaders

JPS serves as the largest teaching institution in Fort Worth. Through a grant from the Office of the Governor, JPS expanded its student programming through the SHINE or Students in Healthcare for Individual Empowerment Program. Through JPS student programs such as SHINE and Future Healthcare Heroes, JPS has developed an initiative to prepare future professionals for careers in medicine and healthcare administration. JPS believes the future of healthcare begins with investing in the next generation. JPS student programs are more than a pipeline – it is a promise to expand opportunities for students to discover meaningful careers that will impact their careers and the communities in which they live.

Transforming Through Partnerships

Las Vegas Trail Partnership with Cook Children's

In a groundbreaking partnership JPS and Cook Children's collaborated to bring healthcare to the Las Vegas Trail Neighborhood. In a joint effort, the facility will provide both pediatric and adult medical services, including primary care, women's health, and behavioral health needs.

JPS Partners to Address Housing: Thrive on Crawford

Housing has been identified as one of the most significant non-medical drivers of health impacting patient outcomes, and it has become an increasing need for JPS patients. In response, JPS has partnered with the NRP Group on the *Thrive on Crawford* project to deliver affordable housing solutions for residents of Tarrant County. This development is designed to foster a vibrant community that supports wellness, stability, and opportunity for those who live and work in the area, while advancing JPS's strategy to create a stronger, more resilient community where every individual has the ability to thrive. The unique partnership was recognized by D CEO Magazine Excellence in Healthcare as a 2024 recipient for the Outstanding Medical Real Estate Project.

Transforming Community

JPS Health Network, with an "AA" rating and stable outlook with Fitch was named one of 10 health systems with strong operational metrics and solid financial positions, according to reports from credit rating agencies Fitch Ratings, and Moody's Investors Services released in 2025.

BECKER'S HOSPITAL REVIEW

This only provides a snapshot of the work provided by JPS team members to further impact and transform the communities that we serve. A detailed ***Report to the Community*** is included in the FY26 budget presentation.

Thank you, Tarrant County Commissioners Court, JPS Board of Managers, JPS team members, the patients we serve, and the Tarrant County community for your continued support of JPS Health Network.

Sincerely,

Karen Duncan

Dr. Karen Duncan
President and Chief Executive Officer
JPS Health Network

Fiscal Year 2026 Budget – Executive Summary

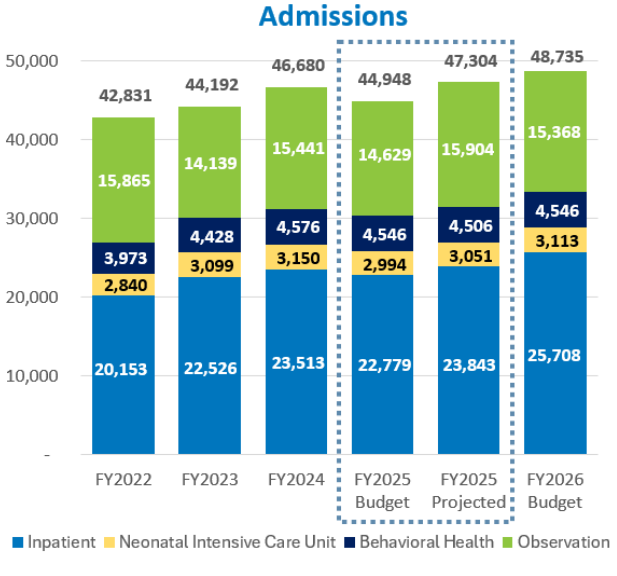
The Fiscal Year 2026 (FY26) budget balances operational needs with engaging the workforce, enhancing access, and driving innovation, while maintaining financial sustainability. The budget is mission-driven and reflects JPS' responsibility as Tarrant County's public hospital and its ongoing commitment to care for every resident, regardless of ability to pay. The budget is more than just a financial plan. It is a roadmap that ensures JPS meets today's needs, while positioning JPS for tomorrow.

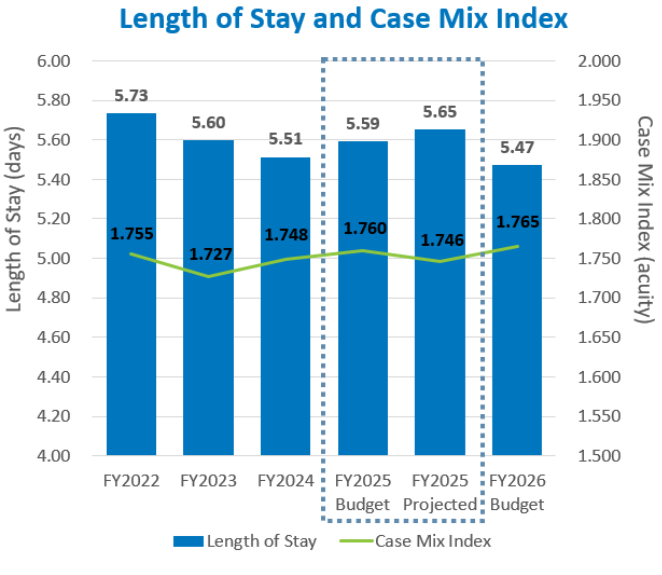
The budget is forward-thinking. It funds what we need to provide routinely and supports progress on the JPS Master Facility Plan. The budget is designed to keep the doors open and invest in people, be innovative, and make sure JPS remains a strong and dependable partner for the community.

Budget Summary

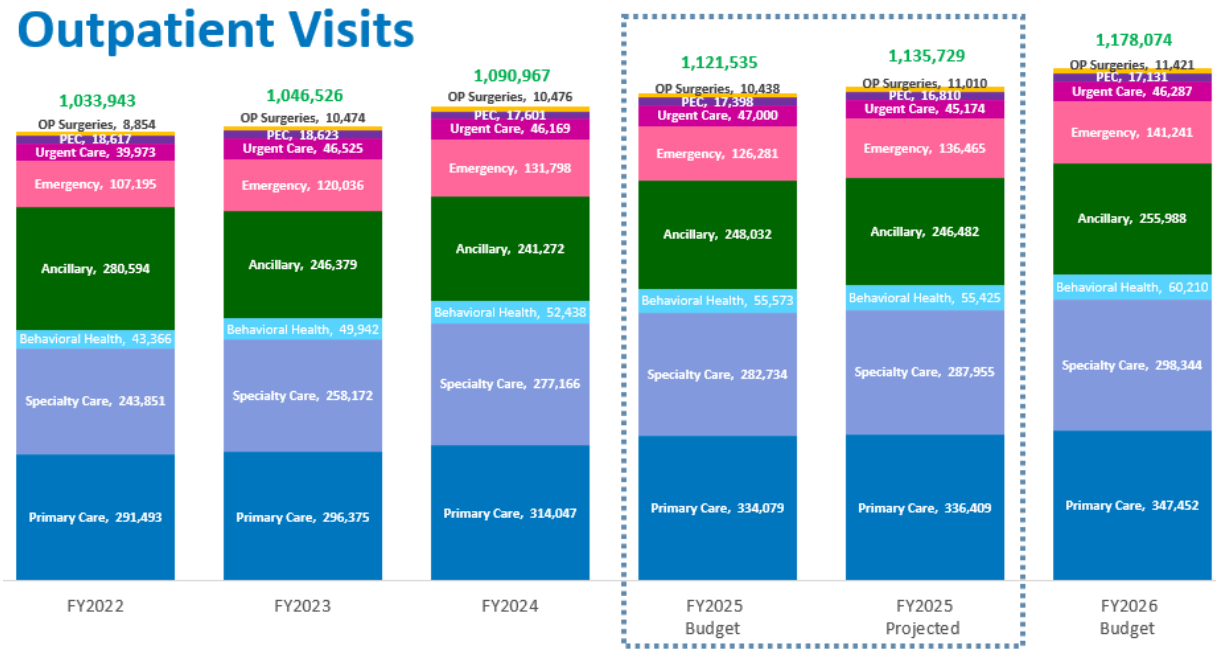
Every budget begins with patient volumes. Volumes are the foundation for developing revenues and expenses. Next, changes and initiatives are included along with identifying the capital investments for routine and strategic efforts.

Volumes – JPS is busy! Occupancy is consistently over 90% at JPS. In alignment with JPS' high quality and safe care, leadership continues to improve throughput to create capacity. This includes managing length of stay by reducing delays, improving discharge planning, and expanding access outside the hospital, which are all essential to taking care of a growing population.





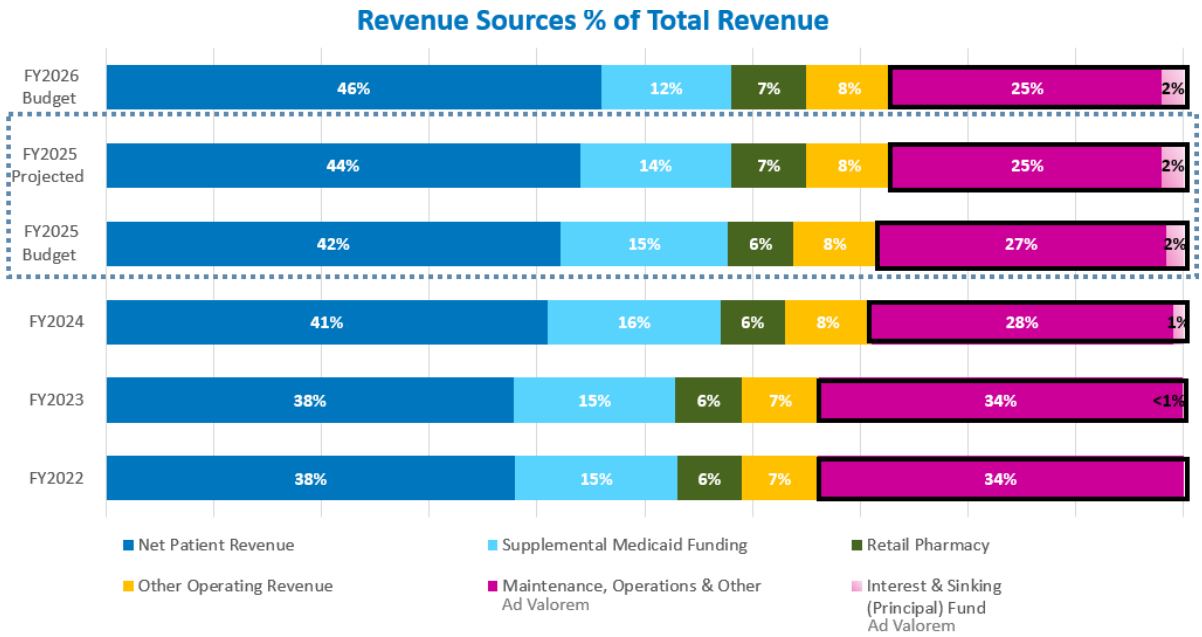
Outpatient services are essential to the health of the community. From routine preventative care to emergency services, JPS has approximately 1.2 million outpatient encounters. Emergency visits remain at high levels, outpatient surgery volumes are strong including growth at the ambulatory surgery center in Arlington, and clinics services are expanding access.



Revenues - With volumes as the foundation, revenues follow. JPS has four primary revenue sources:

- Patient service revenue is what we bill and collect for care delivered. Patient revenue is driven by volume, payer mix, and case mix (acuity) of the care. JPS takes care of all patients regardless of their ability to pay so this can be a very volatile source.
- Ad valorem tax revenue provides predictable support, which allows JPS to plan with confidence. The budget assumes a reduction in the tax rate to 0.17417, that will keep the tax dollars flat as compared to fiscal year 2025 (FY25). The tax rate for FY25 is 0.18250 and the no new revenue rate for FY26 is 0.17792.
- Retail pharmacy services have become a meaningful contributor and demand continues to grow.
- Medicaid supplemental payments offset underfunded care. These funds are at risk as they are dependent on policy set by both federal and state levels.

Together, these revenue streams fund the majority of JPS' operations. As shown below, patient revenue is 46% of the revenue received, with the tax revenues providing 27% to support services.



Operating Expenses - Healthcare is a people business. About sixty percent of every dollar JPS spends goes to staffing and benefits. That is how JPS delivers care for people through people.

For FY26, JPS is planning for:

- Workforce optimization efforts that include upskilling workers and enabling efficiencies through technology.
- An annual wage increase to remain competitive.
- An adjustment in minimum wage to support our frontline workers.
- Modest increases in benefit costs that we are working to manage.

Supplies and pharmaceuticals continue to rise, with inflation between 5 to 7 percent, which excludes any major tariff impacts that may happen. To offset inflation, we are achieving savings through supply chain initiatives, preference card management in surgery, office supply formulary development, and pharmacy controls.

Non-Operating Impacts - Beyond operations, JPS has non-operating revenues, expenses, and uses of cash. This includes investment income, capital projects, debt service (principal and interest expense), and savings for the future fund.

Operational Changes and Initiatives - JPS is continually improving operations and exploring opportunities. Key initiatives included in the budget are:

Workforce Investment

- Maintain strong culture and commitment to engagement, recruitment, & retention
- Workplace safety and cybersecurity
- Training and professional development
- Student workforce pipeline programs
- Identify future workforce skills

Financial Sustainability

- Revenue diversification
- Master Facility Plan progression
- Managed Care integration & payor negotiation strategies
- Operational efficiencies & authentication
- Supply Chain and Pharmacy strategies

Access

- Fulfilling the Master Facility Plan
- Throughput initiatives including length of stay, emergency, surgery, & clinics
- Community Partnerships
  (Las Vegas Trail Clinic, Thrive on Crawford)
- Assessment of current community footprint (location and services)

Technology & Innovation

- JPS AI-Ready innovative strategies
- Technology enhancements: cybersecurity, virtual health, wearable devices
- Infor (ERP) Business Upgrade
- Migration to the Cloud for Epic/Other IT
- Technology governance strategies

Capital Budget – These investments keep JPS running day to day and prepares services for the future. The capital budget includes:

- Routine replacements for patient care, information technology and facility maintenance.
- Contingency reserves for unplanned needs or strategic opportunities.
- Master Facility Plan continues including breaking ground on the hospital, medical office building and the central utility plant.

This balance between routine needs and long-term investment keeps JPS positioned to care for patients today and in the future.

Summary

When it all comes together - volumes, revenues, expenses, non-operating items, initiatives, and capital – the final budget for FY26 is created. This budget produces $150 million in net income, and an operating margin of 2.9%. This plan ensures that JPS can continue to deliver high-quality care, sustain the workforce, and remain stewards of public resources.

The FY26 budget reflects where JPS is today - at capacity, serving more than a million patients. JPS is committed to addressing the healthcare needs of today and tomorrow, while shaping the future of care for years ahead. Guided by innovation, education, and an enduring focus on quality, JPS is creating healthcare for the future, designed to meet the community's growing needs and deliver improved outcomes for the people of Tarrant County.

Tarrant County Hospital District (d/b/a JPS Health Network

Tarrant County Commissioners Court

FY2026 Budget Presentation

JPS Health Network
Fort Worth, Texas

Strategic Priorities

WORKFORCE

ACCESS

FINANCIAL STABILITY

JPS Health Network
Fort Worth, Texas

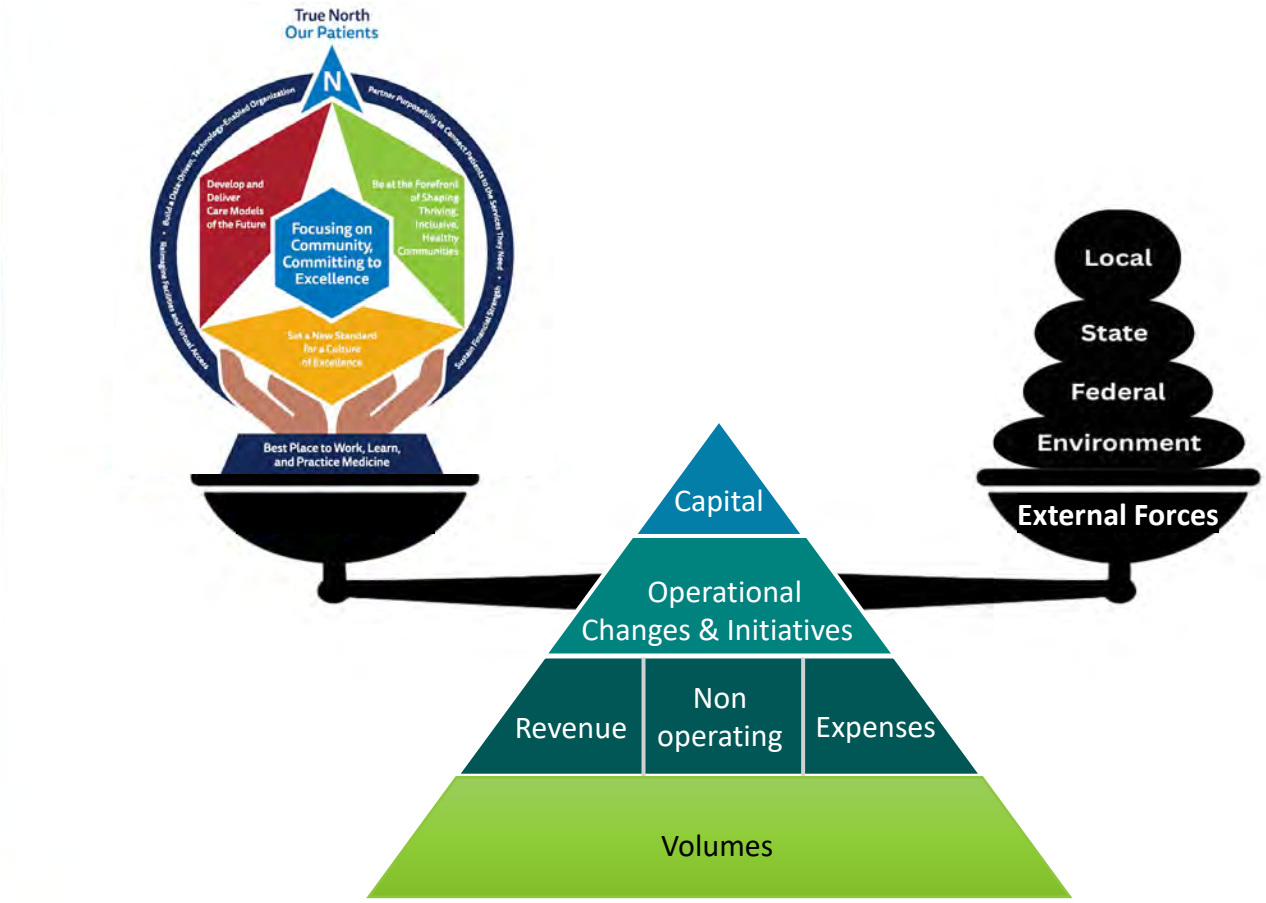
BECKER'S HOSPITAL REVIEW

THE JOINT COMMISSION
NATIONAL QUALITY APPROVAL

Leading into the Future of Healthcare

JPS is committed to meeting today’s healthcare needs while shaping the future of care. Through innovation, education, and quality, we are building a hospital that will serve our growing community and improve outcomes for the communities we serve.

FY2026 Budget
Foundation and Forces



A Balanced Approach

The budget balances operational needs with engaging our workforce, enhancing access, and driving innovation, while maintaining financial sustainability

Mission-Driven

Every financial decision is guided by JPS' commitment to providing high-quality, accessible healthcare to our community

Forward-Looking

This budget positions us for continued success in an evolving healthcare landscape

JPS Health Network
Fort Worth, Texas

FY2026 Initiatives

JPS Health Network
Fort Worth, Texas

Workforce Investment

- Maintain strong culture and commitment to engagement, recruitment, and retention
- Workplace safety and cybersecurity
- Training and professional development
- Student workforce pipeline programs
- Identify future workforce skills

Financial Sustainability

- Revenue diversification
- Master Facility Plan progression
- Managed Care integration & effective payor negotiation strategies
- Operational efficiencies and authentication
- Supply Chain and Pharmacy strategies

Access

- Create capacity for services
- Fulfilling the Master Facility Plan
- Community Partnerships
  (Las Vegas Trail Clinic, Thrive on Crawford)
- Assessment of current community footprint (location and services)

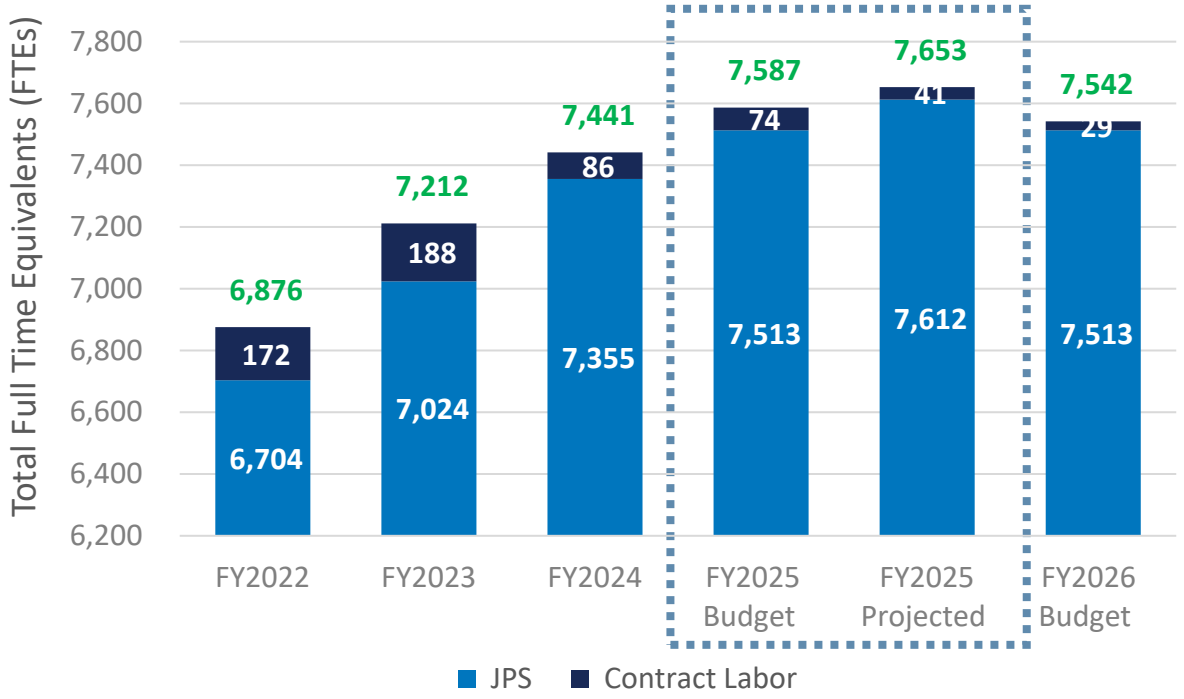
Technology & Innovation

- JPS AI-Ready innovative strategies
- Technology enhancements: cybersecurity, virtual health, wearable devices
- Technology governance strategies

Workforce

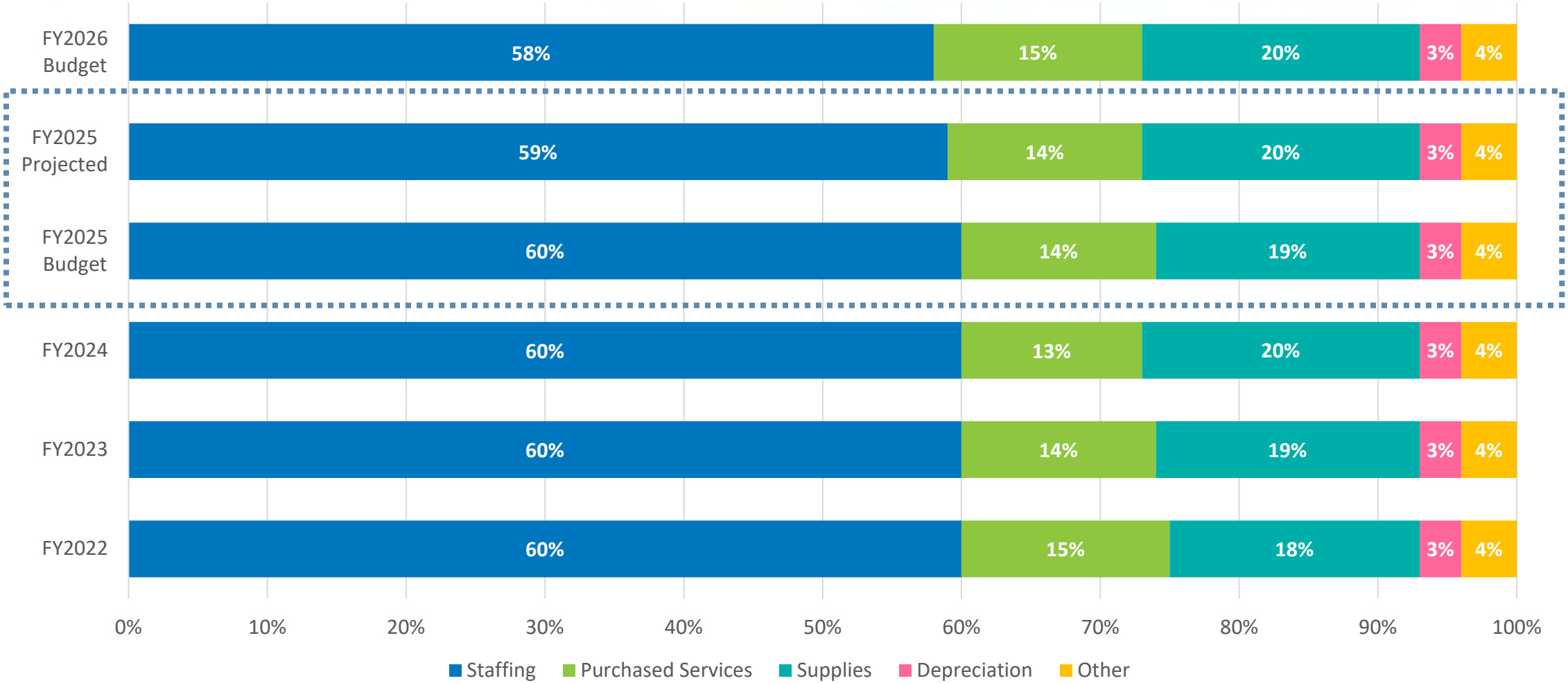
JPS Health Network
Fort Worth, Texas

- *Workforce Optimization*
- *Technology Implementation*
- *Annual Wage Increase*
- *Market Alignment*
- *Benefit Design Changes*



Operating Expenses

JPS Health Network
Fort Worth, Texas



Operating Expenses

JPS Health Network
Fort Worth, Texas

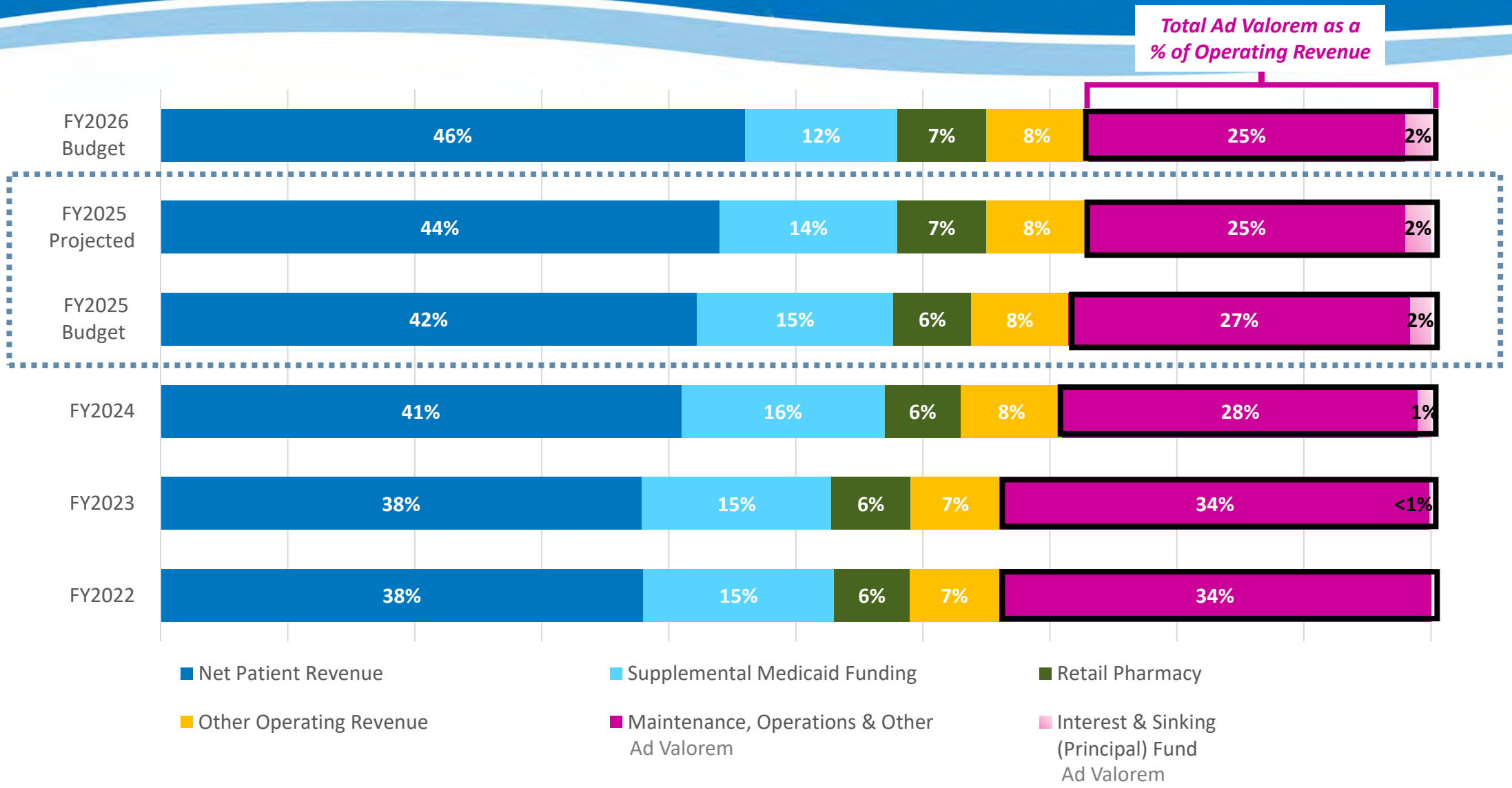
For every $1 received

Here is how it is consumed

Staffing & Benefits	$0.56
Supplies & Pharmaceuticals	$0.19
Purchased Services	$0.14
Other Expense	$0.04
Debt Service, incl. Int. & Sinking	$0.02
Re-Investment/Capital/Future Fund	$0.05

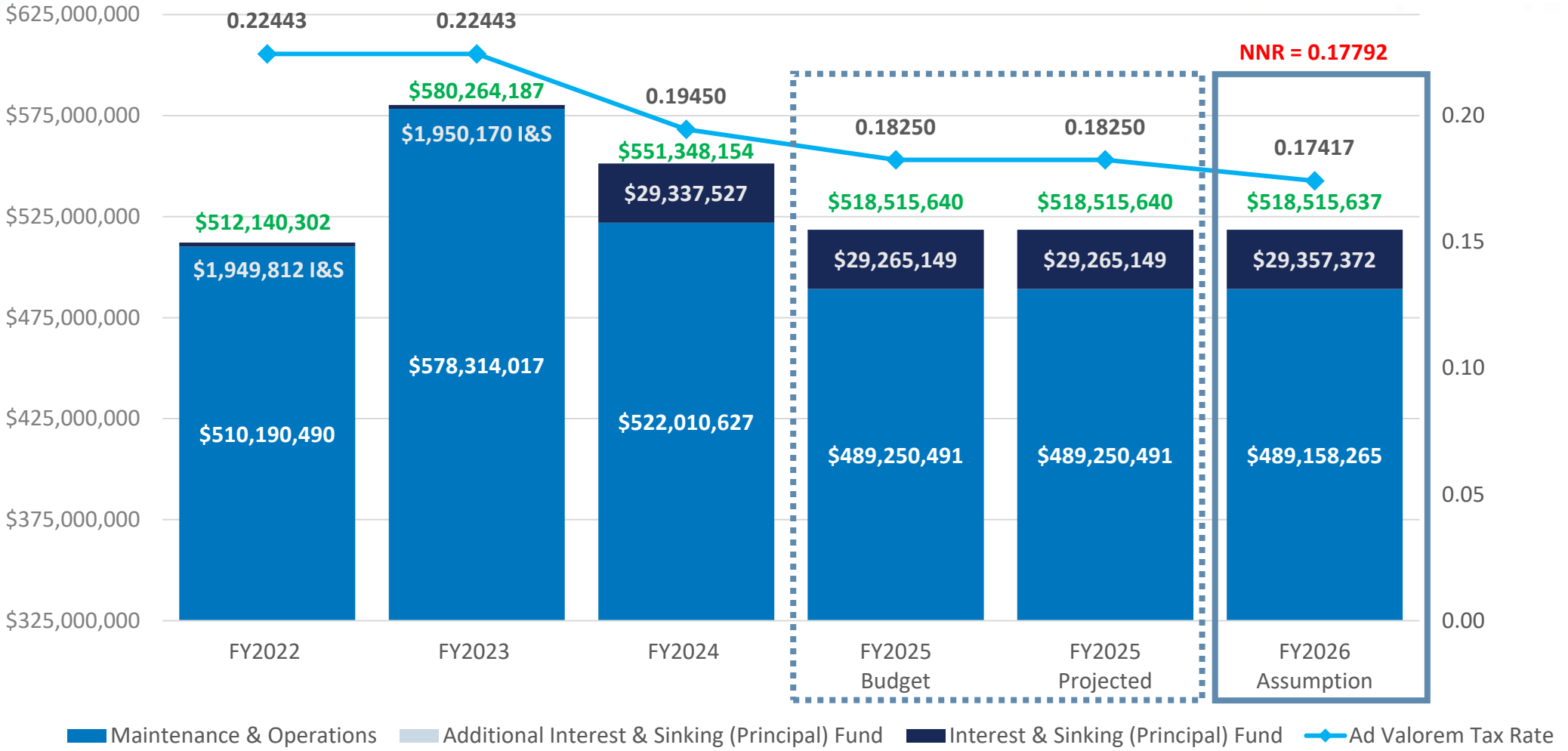
Operating Revenue
as a % of Total Operating Revenues

JPS Health Network
Fort Worth, Texas



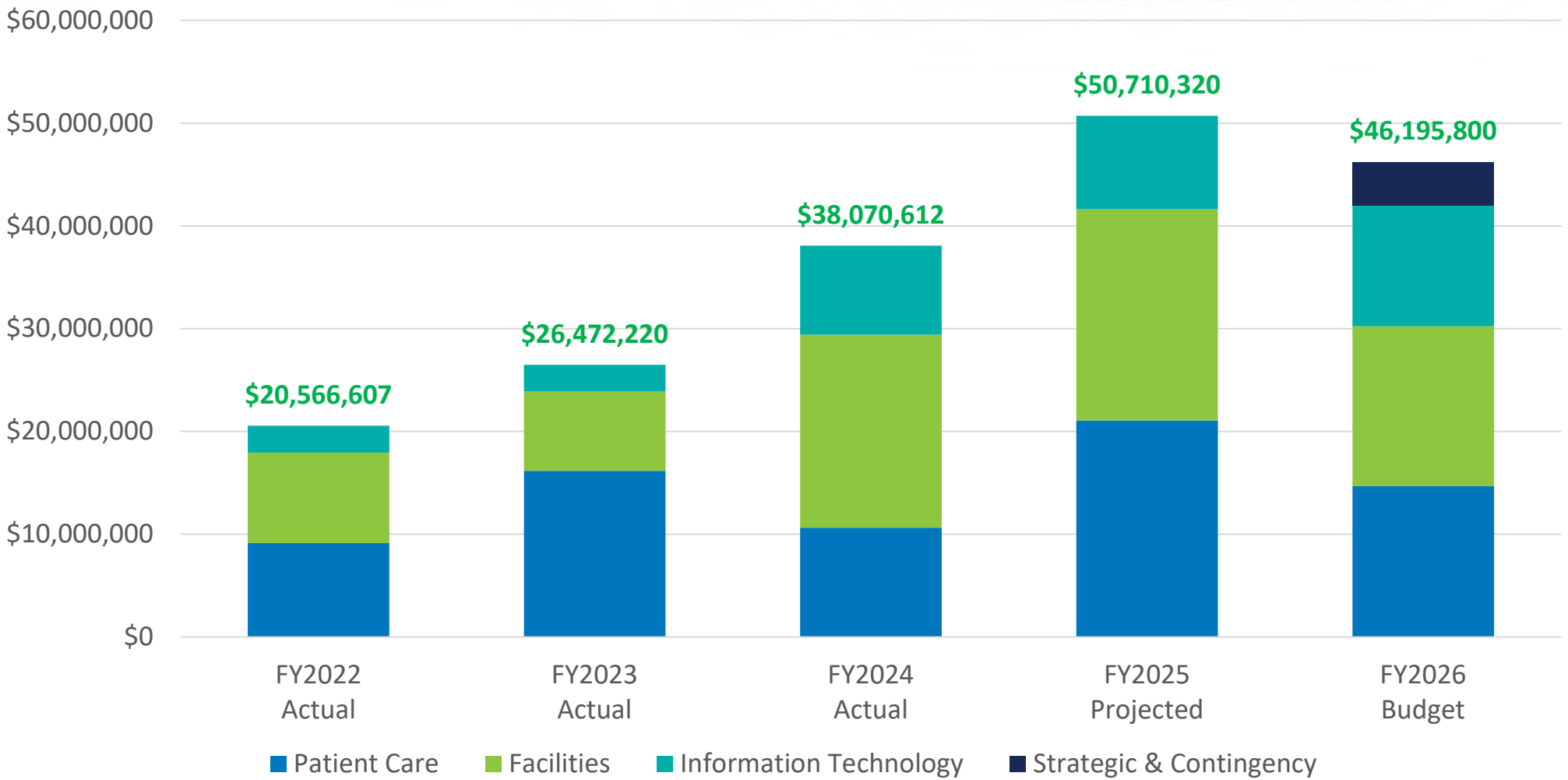
Non-Operating Revenue
Ad Valorem Tax Revenue (Excludes Appeals)

JPS Health Network
Fort Worth, Texas



Annual Capital Projects

JPS Health Network
Fort Worth, Texas



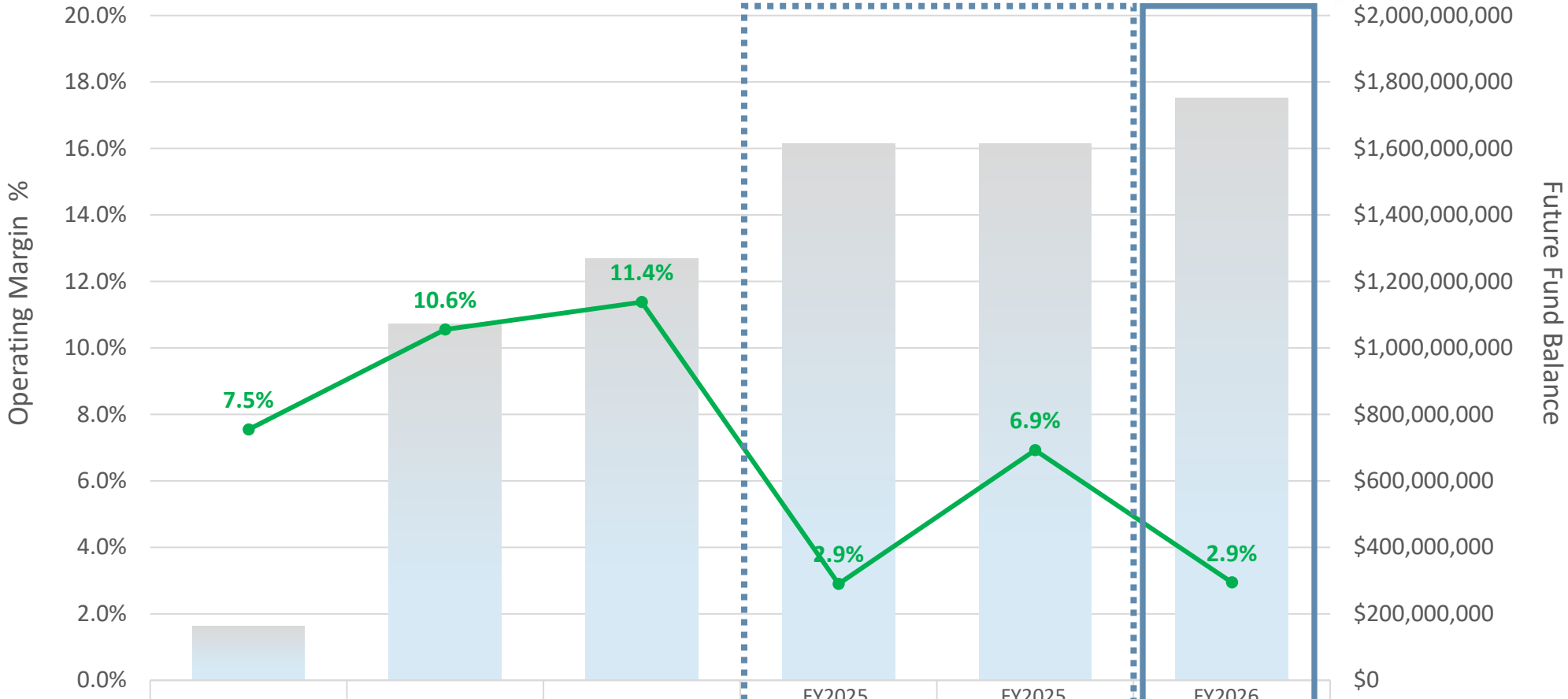
FY2026 Budget
Income Statement

JPS Health Network
Fort Worth, Texas

	FY2025 Budget	FY2025 Projected	FY2026 Budget	Change	% Change
Operating Revenues					
Net Patient Revenue	$752,912,267	$806,369,332	$843,350,915	$36,981,583	4.6%
Supplemental Medicaid Funding	275,939,640	265,670,988	213,762,441	(51,908,547)	-19.5%
Retail Pharmacy	109,177,748	124,399,510	128,858,193	4,458,683	3.6%
Other Operating Revenue	136,509,519	156,104,328	155,789,770	(314,558)	-0.2%
Total Operating Revenues	**$1,274,539,174**	**$1,352,544,158**	**$1,341,761,319**	**($10,782,839)**	**-0.8%**
Operating Expenses					
Wages and Benefits	$1,034,707,426	$1,013,038,953	$1,038,787,070	$25,748,117	2.5%
Supplies	329,803,702	347,501,342	350,782,418	3,281,076	0.9%
Purchased Services	243,211,817	237,364,833	262,965,764	25,600,931	10.8%
Depreciation	55,688,729	52,718,901	56,286,977	3,568,076	6.8%
Other Operating Expense	61,853,868	57,890,535	66,045,615	8,155,080	14.1%
Total Operating Expenses	**$1,725,265,542**	**$1,708,514,564**	**$1,774,867,844**	**$66,353,280**	**3.9%**
Operating Income (Loss)	**($450,726,368)**	**($355,970,406)**	**($433,106,525)**	**($77,136,119)**	**21.7%**
Ad Valorem Tax Revenue	$508,707,005	$504,387,185	$506,880,957	$2,493,772	0.5%
Interest Expense	(19,767,443)	(19,786,580)	(19,336,454)	450,126	-2.3%
Other Nonoperating Revenue	1,487,952	9,112,695	3,834,701	(5,277,994)	-57.9%
Investment Income	98,793,255	100,298,387	92,602,079	(7,696,308)	-7.7%
Nonoperating Revenues and Expense	**$589,220,769**	**$594,011,687**	**$583,981,283**	**($10,030,404)**	**-1.7%**
Net Income/(Loss)	**$138,494,401**	**$238,041,281**	**$150,874,758**	**($87,166,523)**	**-36.6%**
Operating Margin	***2.1%***	***6.9%***	***2.9%***	***-4.0%***	

Operating Performance plus the Future Fund Growth

JPS Health Network
Fort Worth, Texas



	FY2022	FY2023	FY2024	FY2025 Budget	FY2025 Projected	FY2026 Budget
Future Fund Balance	$162,597,808	$1,073,379,813	$1,268,886,745	$1,615,239,828	$1,615,239,828	$1,750,904,216
Operating Margin %	7.5%	10.6%	11.4%	2.9%	6.9%	2.9%

NOTE: Future fund balance includes debt issuance

Exceptional care

every day

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 2
Department: Administrator	**Prepared By:** Kendal Rash, Administrative Assistant IV	**Approved By:** Vanessa Perez

SUBJECT:

Consideration of Out of State Travel

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the following out-of-state travel requests.

BACKGROUND

Information Technology

Microsoft Ignite Conference, November 17-21, 2025, San Francisco, California, for Dustin Gerold and Mohammed Monir, $7,841.54

This conference will bring together top SLTT government officials and industry experts to share best practices, learn from one another, enhance current cyber operations and bolster future defenses. This conference will allow the attendees to ensure we are aligned with best practices, learn new skills to protect the County's IT environment and stay compliant with relevant Federal and State requirements.

Sheriff's Office

A. 2025 Enhanced Collaborative Model Law Enforcement Summit, November 3-7, 2025, San Diego, California, for Chris Jarvis, $1,837.96

This summit will provide opportunities to engage in peer-to-peer learning, build key skills to assist in identifying victims and investigating traffickers, and strategize around the nuances encountered with victims and survivors of trafficking.

B. 20th Versaterm IAPro Users Conference , October 26 – November 1, 2025, St. Petersburg, Florida, for Joelina Carter, $3,181.47

This event features a comprehensive educational program with expert-led breakout sessions, user-focused presentations, and a dedicated IA training course. This conference will allow attendees to stay current with important product updates, giving the opportunity to ask detailed technical questions and discuss our agency's specific needs. This experience would enhance our ability to serve the community more effectively.

C. Public High Risk Event Training, October 20-24, 2025, Gulf Port, Mississippi, for Derek Grant, Eric Martinez, Cameron King, and Michael Nelson, $5,901.02

TCSO personnel have been invited to attend specialized training exercises to promote efficient operations during high-risk public events. This training will support professional development by increasing awareness of effective strategies and practices, in anticipation of the upcoming World Cup games to be hosted in Tarrant County.

FISCAL IMPACT

Information Technology 588261/10000-2026/1810201000 = $7,516.54

Sheriff's Office

A. 588261/grantL0019-2024/2110430000 = $1,837.96

B. 588261/10000-2026/2110430000 = $3,181.47

C. 588261/10000-2026/2110010000 = $2,115.02

588261/10000-2026/2110210000 = $1,262.00

588261/10000-2026/2110730000 = $1,262.00

588261/10000-2026/2110110000 = $1,262.00

Attachments

Requests&PerDiems.pdf

TARRANT COUNTY TRAVEL REQUEST

DEPARTMENT	NAME (If applicable, list additional names)
Information Technology	Dustin Gerold Mohammed Monir

CONFERENCE NAME (Acronyms should not be used. Please provide the full name of the conference/seminar.)

Microsoft Ignite Conference

Destination: San Francisco, CA	Departure: 11/17/25	Return: 11/21/25

GSA RATE (Additional line provided if travel occurs over a two-month period.)

GSA Lodging Rate	Date Range for GSA Lodging Rate
$ 272.00	11/17/25 - 11/21/25
	-

RATIONALE (Describe how the trip benefits Tarrant County and provide a rationale if lodging cost is over the GSA rate.)

State and local governments and the critical infrastructure they support are facing significant cyber-attacks. Yet these same governments are often massively under-resourced to protect themselves. This conference will bring together top SLTT government officials and industry experts to share best practices, learn from one another, enhance current cyber operations and bolster future defenses.

This conference will allow IT to ensure we are aligned with best practices, learn new skills to protect the County's IT environment and allow us to stay compliant with relevant Federal and State requirements.

TRAVEL EXPENDITURES

Category:	Attendee(s) Name(s):	Cost Per Night, Per Attendee:	# of Days:	Date Range:	Total Lodging Cost Per Attendee:
Lodging	Dustin Gerold	$ 214.54	4	11/17/25 - 11/21/25	$ 858.16
	Mohammed Monir	$ 214.54	4	11/17/25 - 11/21/25	$ 858.16
				-	
				-	
				-	
Total Cost for Lodging for the Trip					

Category:	Additional Details (ex: if the cost per attendee differs.)	Total Cost:
Registration:	Registration and Pre-day pass	$2,975.00
Transportation:	Airfare	$ 1,266.00
Other (specify):	Per Diem, Mileage, Airport Parking, Taxi, Baggage Fees	$ 1,884.22
TOTAL FOR ALL TRAVEL EXPENDITURES		$7,841.54

ACCOUNT CODING (Please include all Account Coding and the respective amount coming from each account.)

10000-2026-588261-1810201000

S. Monir
S. Monir (Aug 8, 2025 10:48:52 CDT)

Anthony Jackson
Anthony Jackson (Aug 8, 2025 11:16:27 CDT)

Avdhesh Gupta
Avdhesh Gupta (Aug 8, 2025 10:55:10 CDT)

Adepeju Ajunwon (Aug 8, 2025 11:19:33 CDT)

Requested By: Dustin Gerold
Dustin Gerold (Aug 8, 2025 09:25:39 CDT)

Department Head/Elected Official: Andre Mendes
Andre Mendes (Aug 11, 2025 12:14:56 CDT)

Your search for San Francisco, California (San Francisco including San Francisco)

Estimated per diem total: $1502 (Max lodging total + M&IE total)

Lodging breakdown: November 17, 2025 - November 21, 2025

Date	Daily Rate	# of Nights	Total
November	$272	4	$1088

Max lodging total: **$1088**

Meals & incidental expenses breakdown: November 17, 2025 - November 21, 2025

Days, Month	Daily Rate	# of Days	Total
First day (11/17/25)*	$69	1	$69
Full day (Nov)	$92	3	$276
Last day (11/21/25)*	$69	1	$69

*The first and last calendar dates of M&IE are calculated at 75%.

M&IE total: **$414**

TARRANT COUNTY TRAVEL REQUEST

DEPARTMENT	NAME (If applicable, list additional names)
Sheriff's Office	Chris Jarvis

CONFERENCE NAME (Acronyms should not be used. Please provide the full name of the conference/seminar.)

2025 Enhanced Collaborative Model Law Enforcement Summit

Destination: San Diego, CA	Departure: 11/3/25	Return: 11/7/25

GSA RATE (Additional line provided if travel occurs over a two-month period.)

GSA Lodging Rate	Date Range for GSA Lodging Rate
$ 199.00	11/3/25 - 11/7/25
	-

RATIONALE (Describe how the trip benefits Tarrant County and provide a rationale if lodging cost is over the GSA rate.)

The summit will provide opportunities to engage in peer-to-peer learning (sharing experiences on trauma informed investigation strategies, insights for collaborating with partners, and tips for implementing victim centered best practices), build key skills to assist in identifying victims and investigating traffickers, and discuss and strategize around the nuances and challenges you encounter in trafficking investigations and working with victims and survivors.
The hotel cost per night before taxes is $199.00

TRAVEL EXPENDITURES

Category:	Attendee(s) Name(s):	Cost Per Night, Per Attendee:	# of Days:	Date Range:	Total Lodging Cost Per Attendee:
Lodging	Chris Jarvis	$ 199.00	4	11/3/25 - 11/7/25	$ 922.96
				-	
				-	
				-	
				-	
Total Cost for Lodging for the Trip					$ 922.96

Category:	Additional Details (ex: if the cost per attendee differs.)	Total Cost:
Registration:		$ 0.00
Transportation:	Flight $298.00 / Rideshare $150.00	$ 448.00
Other (specify):	Meal per-diem $387.00 / Baggage Fees $80.00	$ 467.00
TOTAL FOR ALL TRAVEL EXPENDITURES		$ 1,837.96

ACCOUNT CODING (Please include all Account Coding and the respective amount coming from each account.)

588261-Grant L0019-2024-2110430000

Requested By: _____ Department Head/Elected Official: Bill Ewing

RV 02/21/2024

Your search for San Diego, California (San Diego including San Diego)

Estimated per diem total: $1183 (Max lodging total + M&IE total)

Lodging breakdown: November 03, 2025 - November 07, 2025

Date	Daily Rate	# of Nights	Total
November	$199	4	$796

Max lodging total: **$796**

Meals & incidental expenses breakdown: November 03, 2025 - November 07, 2025

Days, Month	Daily Rate	# of Days	Total
First day (11/03/25)*	$64.50	1	$64.50
Full day (Nov)	$86	3	$258
Last day (11/07/25)*	$64.50	1	$64.50

*The first and last calendar dates of M&IE are calculated at 75%.

M&IE total: **$387**

TARRANT COUNTY TRAVEL REQUEST

DEPARTMENT	NAME (If applicable, list additional names)
Internal Affairs	Carter, Joelina R

CONFERENCE NAME (Acronyms should not be used. Please provide the full name of the conference/seminar.)

20th Versaterm IaPro Users Conference

Destination: St. Petersburg, FL	Departure: 10/26/25	Return: 11/1/25

GSA RATE (Additional line provided if travel occurs over a two-month period.)

GSA Lodging Rate	Date Range for GSA Lodging Rate
$ 148.00	10/26/25 - 11/1/25
	-

RATIONALE (Describe how the trip benefits Tarrant County and provide a rationale if lodging cost is over the GSA rate.)

This important event brings together an unmatched educational program to gain key insights from the experts at Versaterm and their Professional Standards solutions. This knowledge will enable us to serve our community and its members more effectively. Attending this event provides us with access to important updates that will empower us to optimize our existing products, such as IAPro and Blue Teams. It features a diverse range of training opportunities, including expert-led breakout sessions, user-oriented presentations, and invaluable insights into Versaterm's product roadmap, as well as the Professional Standards Training Course for Internal Affairs. By engaging directly with Versaterm's ecosystem of developers and support team, I'll have the chance to pose detailed technical questions and discuss our specific needs, thereby fostering a stronger partnership with Versaterm.
The hotel cost per night before taxes is $138.00.

TRAVEL EXPENDITURES

Category:	Attendee(s) Name(s):	Cost Per Night, Per Attendee:	# of Days:	Date Range:	Total Lodging Cost Per Attendee:
Lodging	Joelina Carter	$ 138.00	6	10/26/25 - 11/1/25	$ 935.64
				-	
				-	
				-	
				-	
Total Cost for Lodging for the Trip					$ 935.64

Category:	Additional Details (ex: if the cost per attendee differs.)	Total Cost:
Registration:	Registration $1,050.00	$ 1,050.00
Transportation:	Flight $299.00 / Baggage $80.00 / Fuel $100.00/Rental 256.83	$ 735.83
Other (specify):	Meals $460.00	$ 460.00
TOTAL FOR ALL TRAVEL EXPENDITURES		$ 3,181.47

ACCOUNT CODING (Please include all Account Coding and the respective amount coming from each account.)

588261-10000-2026-2110430000

Requested By: _____ Department Head/Elected Official: _____

RV 02/21/2024

Your search for St. Petersberg, Florida (Pinellas / Hillsborough including Tampa / St. Petersburg)

Estimated per diem total: $1408 (Max lodging total + M&IE total)

Lodging breakdown: October 26, 2025 - November 01, 2025

Date	Daily Rate	# of Nights	Total
October	$148	6	$888
November	$148	0	$0

Max lodging total: **$888**

Meals & incidental expenses breakdown: October 26, 2025 - November 01, 2025

Days, Month	Daily Rate	# of Days	Total
First day (10/26/25)*	$60	1	$60
Full day (Oct)	$80	5	$400
Last day (11/01/25)*	$60	1	$60

*The first and last calendar dates of M&IE are calculated at 75%.

M&IE total: **$520**

TARRANT COUNTY TRAVEL REQUEST

DEPARTMENT	NAME (If applicable, list additional names)
Tarrant County Sheriff's Office	Derek Grant, Eric Martinez, Cameron King, Michael Nelson

CONFERENCE NAME (Acronyms should not be used. Please provide the full name of the conference/seminar.)

Public High Risk Event Training

Destination: Gulf Port, MS	Departure: 10/20/20	Return: 10/24/20

GSA RATE (Additional line provided if travel occurs over a two-month period.)

GSA Lodging Rate	Date Range for GSA Lodging Rate
$ 110.00	10/20/25 - 10/24/25
	-

RATIONALE (Describe how the trip benefits Tarrant County and provide a rationale if lodging cost is over the GSA rate.)

TCSO personnel has been invited to attend specialized training exercises to promote efficient operations during high-risk events. The goal is to support professional development by increasing awareness of effective, best-in-class strategies and practices. Cost to TCSO is limited to travel and per diem only.

The hotel cost per night before taxes is $110.00

TRAVEL EXPENDITURES

Category:	Attendee(s) Name(s):	Cost Per Night, Per Attendee:	# of Days:	Date Range:	Total Lodging Cost Per Attendee:
Lodging	Derek Grant	$ 110.00	4	10/20/25 - 10/24/25	$ 440.00
	Eric Martinez	$ 110.00	4	10/20/25 - 10/24/25	$ 440.00
	Cameron King	$ 110.00	4	10/20/25 - 10/24/25	$ 440.00
	Michael Nelson	$ 110.00	4	10/20/25 - 10/24/25	$ 440.00
				-	
Total Cost for Lodging for the Trip					$ 1,760.00

Category:	Additional Details (ex: if the cost per attendee differs.)	Total Cost:
Registration:		
Transportation:	Flights $436.00 per person/Baggage fees $80.00 per person/Rental $653.02/Fuel $200.00	$ 2,917.02
Other (specify):	Meal per-diem $306.00 per person	$ 1,224.00
TOTAL FOR ALL TRAVEL EXPENDITURES		$ 5,901.02

ACCOUNT CODING (Please include all Account Coding and the respective amount coming from each account.)

Grant 588261 - 10000-2026 - 2110010000 $2,115.02
Martinez 588261 - 10000-2026 - 2110210000 $1,262.00
King 588261 - 10000-2026 - 2110730000 $1,262.00
Nelson 588261 - 10000-2026 - 2110110000 $1,262.00

Requested By: _____ Department Head/Elected Official: _____

RV 02/21/2024

Your search for Gulfport, Mississippi (including Standard Rate)

Estimated per diem total: $746 (Max lodging total + M&IE total)

Lodging breakdown: October 20, 2025 - October 24, 2025

Date	Daily Rate	# of Nights	Total
October	$110	4	$440

Max lodging total: **$440**

Meals & incidental expenses breakdown: October 20, 2025 - October 24, 2025

Days, Month	Daily Rate	# of Days	Total
First day (10/20/25)*	$51	1	$51
Full day (Oct)	$68	3	$204
Last day (10/24/25)*	$51	1	$51

*The first and last calendar dates of M&IE are calculated at 75%.

M&IE total: **$306**

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 1
Department: Administrator	**Prepared By:** Maegan South, Assistant County Administrator	**Approved By:** Chandler Merritt, County Administrator

SUBJECT:

Consideration of Interlocal Agreement between Tarrant County and Tarrant County Hospital District to Memorialize Responsibilities of the Hospital District Related to Detainee Medical and Behavioral Health Care Services

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider an Interlocal Agreement (ILA) between Tarrant County and Tarrant County Hospital District d/b/a JPS Health Network (TCHD) to memorialize responsibilities of TCHD related to detainee medical and behavioral health care services.

BACKGROUND

Tarrant County owns five (5) detention facilities which are under the supervision and control of the Tarrant County Sheriff. The Sheriff is charged by law with the responsibility for obtaining and providing adequate medical care for detainees of the County's detention facilities. The Sheriff desires to outsource the provision and supervision of medical and behavioral health care to one or more qualified care providers.

TCHD routinely treats detainees at the hospital for emergency medical conditions and has experience evaluating whether health care services are being provided in a safe and effective manner. MHMR of Tarrant County has experience in the treatment and management of mental and behavioral health conditions and has an existing contract with Tarrant County for inmate services at the County Jail (attached to the agreement with TCHD as Exhibit B).

The purpose of this ILA is to outline and memorialize the responsibilities that each entity will undertake to ensure that detainees are provided with adequate and quality medical and behavioral health care services.

The term of this Agreement begins on October 1, 2025 and ends on September 30, 2026 and may be extended in writing for three additional one (1) year periods by mutual agreement of both parties.

The District Attorney's Office and Sheriff's Office have reviewed this contract as to form.

FISCAL IMPACT

There is no fiscal impact associated with this agreement. The agreement only services to memorialize and outline services provided.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____
Auditor

Attachments

Jail Medical Services ILA 2025_UpdatedDraft-9-9-25_Attachments.pdf

INTERLOCAL COOPERATION AGREEMENT BETWEEN TARRANT COUNTY AND THE TARRANT COUNTY HOSPITAL DISTRICT D/B/A JPS HEALTH NETWORK FOR CORRECTIONAL HEALTH CARE SERVICES

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered by and between Tarrant County ("County"), a body corporate and politic under the laws of the State of Texas, on behalf of the Tarrant County Sheriff's Office ("TCSO"), and the Tarrant County Hospital District d//b/a JPS Health Network ("JPS"), a political subdivision of the State of Texas, pursuant to the authority granted and in compliance with the provisions of the "Interlocal Cooperation Act", Texas Government Code, Chapter 791 *et. seq*. The County and JPS are referred to collectively as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, the County owns five detention facilities ("Detention Facilities") which are under the supervision and control of the Tarrant County Sheriff ("Sheriff"); and

WHEREAS, the Sheriff is charged by law with the responsibility for obtaining and providing adequate medical care for detainees of the County's Detention Facilities (each such facility generally referred to as the "Jail"); and

WHEREAS, the Sheriff desires to outsource the provision and supervision of medical and behavioral health care (generically, "health care") to one or more qualified care providers; and

WHEREAS, JPS routinely treats detainees at its hospital for emergency medical conditions; and

WHEREAS, JPS has experience evaluating whether health care services are being provided in a safe and effective manner; and

WHEREAS, MHMR of Tarrant County ("MHMR") has experience in the treatment and management of mental and behavioral health conditions; and

WHEREAS, the Interlocal Cooperation Act permits an existing local government to supervise the performance of an interlocal contract between other local governments; and

WHEREAS, the purpose of the Interlocal Cooperation Act is to increase the efficiency and effectiveness of local governments; and

WHEREAS, the Parties agree that medical care for detainees may be more effective if provided and/or overseen by JPS through this Interlocal Agreement, and behavioral health care for detainees may be more effective if overseen by MHMR pursuant to its separate agreement with the TCSO; and

WHEREAS, in compliance with the Interlocal Cooperation Act, each Party has received the approval of its governing bodies prior to executing this Agreement.

NOW THEREFORE, and in consideration of the mutual promises contained in this Agreement, the County and JPS mutually agree as follows:

ARTICLE I. PURPOSE; SERVICES

A. Purpose. The purpose of this Agreement is to outline the responsibilities that each Party will undertake to ensure that detainees are provided with adequate and quality medical and behavioral health care services in compliance with applicable laws, rules, regulations, and standards.

B. JPS Services. In addition to routine medical services, the medical care and ancillary services to be provided by JPS are those described in **Exhibit A** including the following:

a. General medical care
b. Dental Care
c. Laboratory and Radiology Services
d. Urgent and Emergency Care
e. Obstetrical Care
f. Medical Detoxification Services, including the Medically Assisted Treatment ("MAT") Program
g. Pharmacy Services
h. Care Coordination Services
i. Optometry (collectively with routine health care services, the "Services").

Any medical care services that are not described in sections (a)-(i) above or in **Exhibit A** attached are expressly excluded from the JPS Services under this Agreement. Mental health care services will be rendered by MHMR as outlined below, with the exception of pharmacy services provided by JPS for mental health care purposes.

C. MHMR Services. MHMR will provide behavioral health services for detainees as contemplated in the separate agreement between MHMR and the County, a copy of which is attached as **Exhibit B**.

ARTICLE 2. JPS'S RESPONSIBILITIES

A. Staffing. JPS will provide physicians and advanced practice professionals (collectively, "medical staff") who are duly licensed by the appropriate examining boards in the State of Texas and qualified to provide medical assessment and other JPS Services. As part of the hiring and selection process, all medical staff will undergo primary source verification and physicians will be queried through the National Practitioner Data Bank (NPDB). If, at any point during the term of this Agreement, JPS becomes aware that a member appointed to its medical staff and assigned to the Jail is indicted for a felony or that a physician has an adverse action reported by the NPDB, JPS will immediately notify the Sheriff. County and Sheriff reserve the right to restrict or terminate access of any medical staff to enter the Jail pursuant to this Agreement if medical staff in the assessment of the Sheriff present a security risk in the assessment, provide sub-standard care, or otherwise exhibit behavior warranting restricted access or exclusion from the Jail.

B. Initial Health Assessment. JPS will perform initial health assessments to determine the health status of a potential detainee, including advising the Sheriff whether the detainee's health status (when potential detainee's condition is not an emergency) warrants the detainee being re-routed to a hospital for medical tests and treatment.

C. Environmental Services. Sheriff will arrange for cleaning of Jail medical areas (e.g., infirmaries, clinic space, health assessment and triage rooms, and laboratories); however, JPS will be responsible for appropriate cleaning and disinfecting of medical equipment and supplies.

D. Advice upon Detainee's Release from Custody. Following applicable notice to JPS from the Sheriff of a detainee's upcoming release as contemplated by **Article 4**, JPS will inform the Sheriff when, on the scheduled date of a detainee's release from the custody of the Sheriff, the detainee requires continued health services in a hospital or long-term care facility setting post-release, so that the Sheriff can arrange for transportation to the appropriate facility. JPS will not assume any liability or responsibility for care rendered on or after a detainee's release by a hospital or long-term care facility or for the physical transportation of such released persons to hospitals and long-term care facilities.

E. Comply with Laws, Rules, and Standards. In providing the Services, JPS will comply with the following:

1. Applicable Jail Standards

a. Texas Commission on Jail Standards (TCJS) Plan. JPS will, at a minimum, provide a health care delivery system to detainees in the Jail in accordance with the Texas Commission on Jail Standards' health-related jail standards *(see e.g.,* 37 Tex. Admin. Code §§ 273.1- 273.7). To the extent JPS's obligations to provide a hospital standard level of care may conflict with the minimum standards of TCJS's health-related jail standards, the greater standard of care shall control.

b. NCCHC. In the event that the Sheriff applies for accreditation under the standards of the NCCHC, JPS will cooperate fully with the Sheriff in seeking accreditation and ensuring compliance (once accredited) with NCCHC standards.

c. OFDT. If, at any point during the term, the Sheriff accepts federal detainees and following the Sheriff's notice to JPS of such detainees as contemplated by **Article 4**, JPS will comply with any health care standards within the Federal Performance Based Detention Standards Handbook that are consistent with the essential NCCHC standards. The Office of Federal Detention Trustees publishes the handbook.

2. **Applicable Federal Law**

a. Prison Rape Elimination Act (PREA). To the extent applicable to JPS, JPS's medical

staff and subcontractors will comply with the Sheriff's PREA policy available at https://www.tarrantcountytx.gov/content/dam/main/juvenile-services/Documents/PREA_Master_Policy_Final_10242019.pdf.

b. Nondiscrimination. Treatment will be provided to detainees without regard to gender, age, race, color, national origin, religion, creed, sexual orientation or identification, or disability.

c. Patient Confidentiality. JPS and the County acknowledge that JPS is a covered entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), codified at 42 U.S.C. §§ 1302d through 1302d-8, and as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act"), and County has determined JPS is not acting as a business associate of the County when rendering Services. County further agrees to release and waive any claim it may have against JPS with respect to the use, disclosure, maintenance, storage, and transmission of health information, including but not limited to any violations of the HIPAA Administrative Simplification provisions at 45 C.F.R. Parts 160 - 164.

3. **Applicable State Law**

a. Informed Consent. JPS will ensure that all detainees receiving treatment from JPS personnel within the Jail facilities are appropriately informed as to medical procedures and appropriate consent will be obtained by JPS prior to providing such medical procedures. Documentation shall indicate when a detainee has refused consent.

b. Medical Records. JPS will create and maintain complete and accurate medical records within the electronic medical record (EMR) for each detainee, beginning with the detainee's initial assessment. The medical records shall be kept separate from the detainee's confinement record. The EMR and the medical records of detainees treated pursuant to this Agreement are and will remain the property of JPS. Any subpoena or request for medical records of detainees will be handled by JPS.

c. Notification to Health Authorities. JPS will report the presence of all communicable diseases which require reporting to local and state health authorities; however, JPS will have no obligation to perform testing ordered by the Department of State Health Services or the local health authority on a law enforcement, correctional officer, or Tarrant County employee, contractor, or volunteer who performs a service in the Jail.

4. **Applicable Licensing Board Rules**

a. Licensing of Professionals. All medical staff, including subcontractor personnel, who perform Services that require a medical, nursing, or pharmacy license shall be licensed by the appropriate examining board in the State of Texas and shall maintain their licenses throughout the term of this Agreement. Medical staff, including subcontractor personnel, will also maintain valid credentials, clinical certifications, and operate only within the limits of their clinical privileges. JPS will ensure that credential files are maintained in accordance with all appropriate standards.

b. CPR Training. JPS personnel, including clerical workers, and all medical staff will be certified in Cardiopulmonary Resuscitation (CPR).

5. **Written Procedures.** JPS will maintain policies and procedures to supplement the Sheriff's existing procedures, to the extent such procedures may be in effect, for the following Services: (a) sick calls; (b) medical services, including obstetrical and gynecological care; (c) emergency care; (d) long-term and convalescent care; and (e) telehealth services. All proposed modifications will be provided to the Sheriff for review at least 30 days prior to the date on which the Sheriff intends to submit its Health Services Plan to the Texas Commission on Jail Standards.

F. Collaborate and Coordinate with Other Medical Providers, Federal Agencies, and Bureaus

1. **Outside Medical Providers.** JPS will coordinate its Services with other medical providers and with community resources who have agreed, or are otherwise under contract with Tarrant County, to provide care to detainees.

2. **Federal Bureau of Prisons.** All off-site medical care provided to federal detainees must be pre-approved by the federal government. If the Sheriff has identified a detainee as a federal detainee, in the event of an emergency with such detainee, JPS shall proceed immediately with the necessary treatment and will notify the Sheriff regarding the nature of the federal detainee's illness or injury as well as the types of treatment provided. Federal detainees include individuals charged with federal offenses and detained in a Tarrant County Jail while awaiting trial, individuals who have been sentenced and are awaiting designation and transport to a Bureau of Prisons facility, and individuals who are awaiting a hearing on their immigration status or deportation.

G. Review Quality, Morbidity, and Mortality.

1. **Continuous Quality Improvement Committee.** JPS will require physicians appointed to its medical staff to review patient charts regularly and after acute care hospital admissions or medical emergencies.

2. **Utilization Review.** JPS will perform utilization review and engage in utilization management activities to ensure that all scheduled health services are appropriate. At a minimum, utilization review will involve analysis of the outside hospitalizations, physician hours, and utilization of the infirmary.

3. **Morbidity and Mortality Review.** When requested by the Sheriff or his designee, JPS will review any detainee death that occurs up to seventy-two (72) hours after the detainee has received Services, unless such death is suspected to have resulted from the use of force by County employees. JPS will engage in continuous process improvement as necessary in connection with its Services.

4. **Other Reviews.** When requested by the Sheriff or his designee, JPS will provide its review relating to a health care complaint made by or on behalf of a detainee.

H. Perform Background Checks; Security. JPS acknowledges that any employee or contractor

who requires access to housing areas within the Jail must pass a security clearance background check that screens for felony convictions, misdemeanor convictions within the three (3) year period prior to the date of the background check or which involve the delivery of drugs, or open warrants and charges related to crimes against a person. JPS agrees that access to the housing areas of each Jail will be denied to any applicant who fails the background checks. JPS will adhere to all security procedures as set by the Sheriff.

I. Employee Training and Orientation. JPS will onboard employees using the onboarding procedures applicable to new staff, returning staff, staff who change roles, or transfer to a new clinical area. However, JPS will also require its employees and subcontractors to attend institutional familiarization training and other required annual training hosted by the Sheriff's Office.

J. Detainee Grievance/Complaints. JPS will respond to detainee complaints regarding the provision of Services within the time frame set forth in the grievance procedures established by the Sheriff's Office. However, JPS shall have no obligation to consider such complaints using the process it has established pursuant to 42 C.F.R. § 482.13 for the prompt resolution of grievances against its hospitals.

K. Medical Recordkeeping and Reports. JPS is the legal custodian and owner of all medical records. Such records shall be accessible to Sheriff's Office and health care personnel who (i) are assigned to render services to detainees of the Jail, including employees Tarrant MHMR, and (ii) accept the referral of patients for treatment that is not available from JPS or in the Jail. Nothing herein will require JPS to be responsible for Tarrant MHMR records.

L. Use of Resources. With the exception of emergency services, JPS will perform Services inside the Jail whenever possible, and will only perform services off-site when, in the professional judgment of JPS's medical staff, resources within the Jail facilities are insufficient to provide appropriate medical care. JPS will maintain a log and provide a quarterly report to the Sheriff regarding the number of patients transported off-site for Services, where they were transported and the reason why they were sent off-site.

ARTICLE 3. TARRANT COUNTY AND TARRANT COUNTY SHERIFF RESPONSIBILITIES AND RIGHTS

A. Responsibilities of Tarrant County

1. **Provision of Space and Utilities.** County will provide JPS with water, gas, heat, light, power, internet, and other utilities other than long distance phone service at each Jail. County through the Sheriff will also assign to JPS adequate space within each Jail as deemed necessary by JPS for safe delivery of health services and as deemed appropriate and available by the Sheriff. The Sheriff will coordinate with JPS before making adjustments to the space assigned to JPS.

2. **Information Technology Support.** County will require its Information Technology Department ("ITD") to (i) cooperate with JPS's IT department in connection with any JPS provided technology, and (ii) provide timely and effective technical support to JPS, its

medical staff, and subcontractors for ITD supported software and information technology assets (e.g., routers, server infrastructure, switches, and telecommunications devices) that are used to provide Services or to connect to the local enterprise network at the Jails. Service level agreements that define timely and effective support may be executed separately by the Parties if deemed necessary.

B. Responsibilities of the Tarrant County Sheriff

1. **Health Services Plan.** The Sheriff is responsible for the drafting and updating of the Health Services Plan and Mental Disabilities/Suicide Prevention Plan, the current versions of which are attached hereto as **Exhibits C** and **D**, respectively. In the event either document is updated, the most current version shall be incorporated, the most current version on file with TCJS shall supersede the attached, control, and be incorporated by reference into this Agreement. This includes the development of a mechanism for detainees to express their complaints regarding the provision of Services.

2. **Screening.** The Sheriff will obtain an Identity History Summary from the Federal Bureau of Investigation ("FBI") for each person who JPS assigns to a correctional health position that will have access to the FBI Criminal Justice Information System. A copy of this Identity History Summary shall be provided to JPS's Human Resources team at the following address:

   Tarrant County Hospital District d/b/a JPS System
   ATTN: Human Resources
   1500 South Main Street, Ft. Worth, TX 76104

3. **Notification of Detainee Release Date.** The Sheriff will provide JPS with at least forty-eight (48) hours advance notice of a detainee's release to facilitate JPS's provision of information to the Sheriff regarding continued health services for the applicable detainee in accordance with **Article 2.D**.

4. **Notification of Federal Detainee's.** The Sheriff will provide JPS with specific information identifying any Federal detainee so that JPS can ensure compliance with those provisions of the Agreement that are specific to Federal detainees.

5. **Security.** The Sheriff shall be responsible for all aspects of security, including during transportation of detainees for medical treatment, whether in or outside the Jail. JPS shall have no responsibility for security within the Jail or for the custody or supervision of any detainee at any time, such responsibility being solely that of the Sheriff.

6. **Training.** The Sheriff will provide orientation and institutional training to JPS employees and subcontractors who have passed a background check. The orientation and training will cover Sheriff's Office Policy and Jail Policy, to include Administration, Facility Management, Professional Conduct, Ancillary Services, Medical Policy and Safety and Security.

7. **Cooperation.** On matters of mutual concern, the Sheriff and the Sheriffs staff shall support, assist and cooperate with JPS, and JPS shall support, assist and cooperate with the Sheriff whose decision on any non-medical matter shall be final.

8. **Daily Census.** On a daily basis, no later than 8:30 AM., the Sheriff or his designee will provide JPS accurate information detailing the number, names and locations of detainees booked in and housed in the Jail.

9. **Access to Services.** The Sheriff will provide detainees with access to medical and health care personnel to receive non-emergency Services. In the event such Services are to be provided off-site (such as at a clinic location), the Sheriff or his designee shall arrange appropriate transportation for that purpose, at no cost to JPS.

10. **Disposal of Biomedical Waste.** The Sheriff will make provisions for storage, collection, and removal of medical waste and sharps containers in accordance with state and federal regulations. The Sheriff will be responsible for the cost associated with biomedical waste removal.

11. **Sheriff Acceptance of Policies and Procedures.** The Sheriff will review and accept JPS's policies and procedures, if any, that relate to the provision of JPS's Services, unless they interfere with the discretion of the Sheriff to perform his/her responsibilities under law.

C. Rights of the Tarrant County Sheriff

1. **Medical Personnel.** If the Sheriff or his designee becomes dissatisfied with any JPS employee or member of its medical staff who performs Services hereunder (a "Named Individual"), then the Sheriff or his designee shall notify JPS of the reasons for its dissatisfaction (such notice a "Dispute Notice").
   a. The following reasons for dissatisfaction are grounds for immediate escalation to the appropriate JPS senior level manager, who will use his/her best efforts to resolve the problem:
      i. a felony indictment or information is filed against a Named Individual;
      ii. the commencement, filing, or delivery of any notice of formal inquiry into the Named Individual by the Texas Medical Board, the Texas Pharmaceutical Board, or the Texas Nursing Board;
      iii. the reporting of certain adverse actions taken against the Named Individual by the NPDB;
      iv. allegations of one or more major, significant, or repetitive violations by a Named Individual of the Sheriff's policies on Employee Conduct;
      v. a Named Individual's violations of Jail Security protocols or directions; or

vi. a Named Individual's alleged negligence or deliberate indifference to the needs of detainees.

b. Nothing in this Agreement shall be interpreted to limit or otherwise restrict in any way JPS's authority to credential and approve or terminate the privileges of any Named Individual, whether employee or contractor, in accordance with its Medical Staff Bylaws or applicable law.

ARTICLE 4. TERM AND TERMINATION

A. **Term.** The initial term of the Agreement will begin on the Commencement Date and end on the last day of the next County fiscal year, which is September 30, 2026. Thereafter, this Agreement may be extended in writing for three additional one (1) year periods by mutual agreement of both Parties.

B. **Termination.** This Agreement may be terminated as otherwise provided in this Agreement or as follows:

1. **Termination Without Cause.** Either Party may terminate this Agreement without cause by sending written notice to the other Party via certified mail. The effective date of termination will be stated in the notice and shall be at least one year after the date on which notice of termination was sent.

2. **Termination by Mutual Agreement.** In the event that the Parties agree in a signed writing, approved by their respective governing bodies, this Agreement may be terminated on the terms and date stipulated therein.

3. **Annual Appropriations and Funding.** This Agreement is subject to the annual appropriation of funds by the County Commissioners Court by approval of the JPS budget. Notwithstanding any provision herein to the contrary, if no funds are appropriated for this Agreement or the funds appropriated are insufficient for JPS to continue to provide the same level and quality of Services necessary to satisfy the Texas Commission on Jail Standards, then JPS will be entitled to terminate this Agreement on a date not less than 180 days after the beginning of the County fiscal year, without penalty or liability to County.

4. **For Cause.** Either Party may terminate this Agreement for breach hereof upon giving the other Party written notice of said breach and at least 90 days after the date of notice to cure such breach. Written notice of a claim for breach of this Agreement shall be delivered not later than the 180th day after the date of the event giving rise to the claim.

C. **Partial Termination.** Any individual Service provided by JPS may be discontinued by the mutual agreement of the Parties in accordance with Section 4.B.2, above, without affecting any other part of this Agreement. For purposes of illustration only, the Parties may mutually agree to discontinue an individual Service or JPS may decide to discontinue providing an individual Service on account of insufficient funds appropriation by County.

ARTICLE 5. MISCELLANEOUS

A. **Assignment.** JPS cannot assign this Agreement without the written consent of the County. If the County provides its consent to assignment, JPS will be relieved of all responsibility to render Services hereunder, and the County will not pursue any remedies against JPS for the breach of this Agreement, including the failure of the assignee to perform any of the obligations stated herein.

B. **Subcontracting.** The County acknowledges that certain physicians, physician assistants, nurse

practitioners, and other licensed personnel who will provide Services are not JPS employees and agrees that JPS may subcontract for the use of such personnel without obtaining further approvals from the County.

C. Notice. Unless otherwise provided herein, all notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given when delivered personally in hand or three (3) business days after sent by certified mail, return receipt requested, postage prepaid, to the correct address of the appropriate Party. The Parties' address for notice is set forth on the first page of this Agreement and may be changed by providing notice to the other Party in compliance with this Section. For purposes of this Agreement, the Sheriff is the primary County contact for notice about Services; however, the Sheriff may designate appropriate persons to serve as the primary contact for particular issues or questions that may arise hereunder.

D. Governing Law. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, except as specifically noted. This paragraph shall not be construed to limit the rights of either Party to intervene in any action arising from this Agreement, wherever pending, in which the other is a Party.

E. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with its subject matter. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.

F. Amendment. No modifications or amendments to this Agreement will be binding upon the Parties hereto unless the same are in writing and signed by the respective Parties.

G. Waiver of Breach. The waiver by any Party of a breach of any provision or default of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

H. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceable provision shall be severed from the Agreement and shall not affect the remainder of the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

I. Force Majeure. No Party will be held liable for any delay or failure in performing their obligations hereunder (other than County's obligation to make payment) to the extent that such delay or failure is caused by an unforeseeable event, including fire, flood, or natural disaster, war, strike or labor dispute, labor shortage, government regulation, riots or other forms of civil unrest, actions or decrees of state or federal agencies that make it illegal or impossible for the Party to perform its obligations, or the acts or omissions of carriers (e.g., power and telecommunications) that precipitate outages, or by other similar causes beyond their control.

J. Non-Discrimination. JPS is an Equal Opportunity employer. In the administration of its employment policies and practices, JPS does not discriminate against employees or applicants for employment because of race, color, national origin, sex, sexual orientation, religion, age, veteran status, or disability.

K. Workers Compensation. JPS will provide worker's compensation coverage to its employees to the

extent required by and pursuant to those Texas laws dealing with state employees injured during employment.

L. **Tort Claims Act.** The Parties represent that the Parties are entering into this Agreement for the purpose of performing governmental functions, as such term is defined by the Texas Tort Claims Act. Therefore, every act or omission of either Party, which in any way pertains to or arises out of this Agreement, falls within the definition of governmental function. No provision of this Agreement that imposes a legally impermissible obligation or restriction on a Party will be enforceable. The Parties reserve, and do not waive, their respective rights of governmental immunity and similar rights and do not waive their rights under the Texas Tort Claims Act. Neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

M. **Independent Contractor Status.** The Parties acknowledge that JPS is an independent contractor. Nothing in this Agreement is intended to nor shall it be construed to create an agency relationship, an employer/employee relationship, or a joint venture relationship among the Parties.

SIGNED AND EXECUTED this _____ day of _____, _____.

COUNTY OF TARRANT
STATE OF TEXAS

_____
Tim O'Hare
County Judge

Approved as to Form:

_____
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts 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 contract review from independent counsel.

TARRANT COUNTY
HOSPITAL DISTRICT

_____ Date: _____
Chairman, Board of Managers or
Authorized Agent

Approved as to Form:

_____ Date: _____
General Counsel
Tarrant County Hospital District

EXHIBIT A

JPS SERVICES

SERVICES OVERVIEW: JPS Correctional Health provides a full spectrum of medical, dental, and pharmaceutical services to individuals housed within the Tarrant County Jail system. Our team delivers 24/7 on-site healthcare through licensed providers, ensuring timely access to urgent, routine, and chronic care management. Services include intake screenings, primary care, chronic disease management, medication-assisted treatment (MAT), emergency stabilization, infection control, wound care, dental care, and health education. All services are delivered in accordance with nationally recognized standards and regulatory guidelines to ensure patient safety, quality, and dignity within a correctional setting.

Services provided:

Description of Service
• Family Medicine • Internal Medicine • Dental • Obstetrics and Gynecology • OB sonogram • Orthopedics • X-ray • Laboratory – waived tests and draw station • Pharmacy • Medication administered by licensed medical staff per jail physician orders • Emergency Care • Wound Care • Assessment of new significant illness • Monitoring and supervision of chronic disorders • Eye examinations are available • In-house dialysis • Patients are seen by medical and surgical specialties via telehealth or in-person visits at a JPS site.

• Full span of imaging services at JPS sites including MRI, CT scanning, stress tests, sonograms, echocardiogram, etc. • Provide all surgical and endoscopy procedures needed and recommended. • Additionally, providing immunizations, patient education, nutritional/diabetic counseling. The range of available services spans the continuum from preventive care to diagnosis and treatment of medical conditions, to long-term care and dignified death.

PROFESSIONALS PROVIDING CARE:

Detainees will receive individualized care from a multidisciplinary team. The professional team of individuals consisting of one or more of the following:

- Physician
- Physician Assistant
- Nurse Practitioner
- Director of Nursing
- Nurse Clinical Manager
- Assistant Nurse Manger
- Registered Nurse Team Lead
- Registered Nurse
- Licensed Vocational Nurse
- Certified Medication Aide
- Certified Medical Assistant
- Certified Pharmacy Technician
- Pharmacist
- Dentist
- Dental Assistant
- Infection Control Nurse
- Clinical Resource Specialist
- RN Clinical Educator
- Patient Access Representative
- Phlebotomist
- Radiology Technician

SERVICE HOURS:

24 hours a day, 7 days a week.

SERVICE LOCATION:

Tarrant County Corrections

Tarrant County Corrections Center 100 N Lamar St. Ft. Worth, TX 76169	Belknap Jail 350 W. Belknap St. Ft. Worth, TX 76169	Lon Evans 600 W Weatherford St. Ft. Worth, TX 76169	Green Bay 2500 Urban Dr. Ft. Worth, TX 76106
Cold Springs (once operational and following at least one-hundred-eighty (180) days advanced notice to JPS) 1815 Cold Springs Rd. Ft. Worth, TX 76102			

EXHIBIT B

INTERLOCAL AGREEMENT BETWEEN TARRANT COUNTY AND MHMR OF TARRANT COUNTY

STATE OF TEXAS	§	**FY 2026 CONTRACT BETWEEN TARRANT COUNTY AND**
	§	**MHMR OF TARRANT COUNTY**
	§	**FOR BEHAVIORAL HEALTH/ INTELLECTUAL DISABILITY**
COUNTY OF TARRANT	§	**SERVICES FOR INMATES AT THE TARRANT COUNTY JAIL**

WHEREAS, the County of Tarrant, State of Texas (hereinafter referred to as **COUNTY**) and the Tarrant County Sheriff (hereinafter referred to as **SHERIFF**) recognizes the need to identify and provide behavioral health/intellectual disability services to persons with a serious and persistent mental illness who are inmates at the Tarrant County Jail; and

WHEREAS, MHMR of Tarrant County (hereinafter referred to as **MHMRTC**) provides behavioral health/intellectual disability services to individuals in Tarrant County, and the **COUNTY** and **SHERIFF** desire to provide this behavioral health/intellectual disability service through the auspices of **MHMRTC**; and

WHEREAS, the **COUNTY** will receive $9,212,413.00 for fiscal year 2026 from the Tarrant County Hospital District for the provision of this service, and **MHMRTC** desires to provide behavioral health/intellectual disability services to inmates at the Tarrant County Jail; and

WHEREAS, MHMRTC will continue to review other funding sources to offset the cost of positions and providers; and

WHEREAS, **MHMRTC** and **COUNTY** agree that administrative fees shall not exceed a maximum of fifteen percent (15%) annually.

WHEREAS, MHMRTC desires and agrees to provide such services for a fee, parties mutually agree and contract as follows:

1. The term of this Contract shall be from September 1, 2025 through August 31, 2026.

2. **MHMRTC** agrees to provide behavioral health/intellectual disability services to inmates at the Tarrant County Jail as set out in *Exhibit B* (attached hereto) and the **SHERIFF** agrees to provide the services and resources as set out in *Exhibit A* (attached hereto), to the extent funds are available to each under this Contract and further, to the extent any matching funds are or become available from other sources.

3. **COUNTY** shall pay to **MHMRTC,** on or before the last day of the month following billing by the 10th day of the month for the prior month during the contract term, actual documented expenses for the provision of behavioral health/intellectual disability services pursuant to the agreement for inmates confined pursuant to Tarrant County law enforcement activity. Under no circumstances shall the **COUNTY** pay more than $9,212,413.00 for services performed by **MHMRTC** pursuant to the Contract during the fiscal year. **MHMRTC** will receive payment for only those inmates that receive **MHMRTC** services while incarcerated in the Tarrant County jail system.

4. It is understood that the total cost of this program, considering all contributions of funds, shall not exceed $9,212,413.00.

5. The **COUNTY, SHERIFF** and **MHMRTC** find that the consideration is adequate that this Contract allows for the efficient provision of such services by **MHMRTC** and this undertaking is necessary for the benefit of the public.

6. **MHMRTC** agrees to provide the **COUNTY,** upon thirty (30) days written notice, access to all records which in any manner relate to the program, with appropriate measures having been taken if needed to comply with applicable law regarding the confidentiality of medical and/or mental health information. Furthermore, the **COUNTY** reserves the right to audit the program upon which these funds are expended.

7. **MHMRTC** agrees to maintain accurate programmatic and fiscal records regarding the services provided and the expenditure of funds made hereunder and shall render to the **COUNTY** a monthly report detailing the manner in which such funds were expended.

8. In the event **MHMRTC** employs any subcontractor to provide a service hereunder, it shall require said subcontractor to comply with the requirements of paragraphs #6 and #7 above.

9. **MHMRTC** shall function in the capacity of independent contractor of the **COUNTY** and **SHERIFF**. Employees of **MHMRTC** shall not hold themselves out as employees or agents of the **COUNTY** or **SHERIFF**. Employees of the **COUNTY** and **SHERIFF** shall not hold themselves out as employees or agents of **MHMRTC**. Each party to this Contract is solely responsible for the payroll, salaries, withholding and any benefits provided its employees.

10. The **COUNTY** and/or **MHMRTC** may terminate this Contract upon thirty (30) days written notice without cause, and at no penalty or expense to the **COUNTY**. The **COUNTY** and/or **MHMRTC** may terminate this Contract immediately if **COUNTY** and/or **MHMRTC** have cause to believe that termination of the agreement is in the best interests of the health and safety of the persons served under this agreement.

11. **MHMRTC** agrees that no member of the Board of Trustees of **MHMRTC**, no officer of **MHMRTC** and no staff member of **MHMRTC** may directly or indirectly receive any pecuniary interest from a contract entered into by **MHMRTC**. This paragraph shall not be construed to prevent the payments of salary for those persons who are employees of the **MHMRTC**.

12. The Parties agree to abide by all local, state and federal laws, and abide by all applicable regulatory, licensing and accrediting agency requirements. Furthermore, all parties agree to report to the others allegations of abuse and neglect in compliance with federal and state laws, rules and regulations and **MHMRTC** policies and procedures, as applicable.

13. **MHMRTC** verifies that it, and any subcontractor utilized pursuant to paragraph 8, 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.

14. Parties shall use best efforts to fully implement the policies and procedures required in Exhibit B as soon as possible from the time of execution of this contract. **MHMRTC** and the **SHERIFF** will meet monthly to discuss progress of the implementation of new timelines and procedures and status of hiring of new personnel.

15. **SHERIFF** understands and acknowledges that staffing issues may cause delays in the timelines to perform the services stated in this Agreement. **MHMRTC** will always make best efforts to comply with the timelines; however, delays in performance may be unavoidable. The effects of staffing shortages may adversely affect MHMRTC's workforce impacting **MHMRTC's** ability to perform as planned and causing delays in the timelines stated in this Agreement. The parties agree that delays resulting from the effects of staffing shortages are beyond the control of the parties, and if such delays occur, **MHMRTC** will be granted a reasonable extension of time. **MHMRTC** will keep **SHERIFF** informed of any unavoidable delays and will work with SHERIFF in resolving any issues promptly. **MHMRTC** will continue to use clinically appropriate practices to comply with the timelines and obligations herein to the extent practical, in order to protect the health and safety of all involved.

SIGNED AND EXECUTED this _____ day of _____, 2025

COUNTY OF TARRANT
STATE OF TEXAS

Separate Electronic Signature
Tim O'Hare
County Judge

_____
Bill Waybourn
Tarrant County Sheriff

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: $_____

_____
District Attorney's Office*

_____
Tarrant County Auditor

*By law, the District Attorney's Office may only approve contracts 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 contract review from independent counsel.

MHMR OF TARRANT COUNTY

_____ Date: _____

Chairman, Board of Trustees or
Authorized Agent

"Exhibit A"

CONTRACT BETWEEN
TARRANT COUNTY AND MHMRTC
FOR MHMR SERVICES FOR INMATES IN THE TARRANT COUNTY JAIL

Duties of the SHERIFF

1. Designate one 48-man open housing unit and one 24-man single cell lock down housing unit (hereinafter jointly referred to as the "Mental Health Pods") for use by **MHMRTC** in the provision of specialized mental health services at the Jail.

2. Provide detention officers to work in the Mental Health Pods. Such detention officers shall be supervised by the Tarrant County Sheriff's Department.

3. Provide semi-private office space for use by **MHMRTC** in the Tarrant County Corrections Center adequate to meet the needs of the program. At least part of the office space shall be an enclosed space capable of storing confidential files, entry to which may be barred by a keyed lock.

4. Provide four provider interview rooms (Room #'s 213, 215, 249, 286) for the **MHMRTC** providers in the 5th floor medical unit and provide one provider interview room at the Greenbay Facility.

5. Provide eight (8) interview rooms for the use of **MHMRTC** personnel: four interview rooms in the Tarrant County Corrections Center (Room #'s 213, 215, 249, 286); one interview room in the Belknap facility; two interview rooms in the Greenbay facility (Room #'s PR2, PR3); and one room in the Cold Springs facility, if necessary. Provide detention officer for supervision during psychiatric and nursing interviews.

6. Provide **MHMRTC** access to an interview space in the booking area of the Tarrant County Corrections Center.

7. Allow authorized **MHMRTC** personnel access to the jail computer network. Access to the network shall be provided by the **SHERIFF** and located in the **MHMRTC** work-spaces as needed and including the booking area of the jail.

8. Provide **MHMRTC** personnel a telephone system with at least 25 telephone lines and one fax line capable of accessing an outside line: Eighteen (18) lines and one (1) fax line in the **MHMRTC** 6th floor office space of the Tarrant County Corrections Center; one (1) line in the **MHMRTC** interview space in the booking area at the Corrections Center; four (4) lines in room #'s 213, 215, 249, 286 on the 5th floor of the Corrections Center; two (2) lines in the **MHMRTC** interview room at the Greenbay facility in Room #'s PR2 and PR3. **MHMRTC** shall reimburse the **COUNTY** the cost of any long distance or other type of toll call. The **MHMRTC** telephone system should include five (5) multi-line units.

9. Ensure that inmates referred for mental health services are available to be screened by **MHMRTC** personnel within time frames specified in this Contract.

10. Provide space and data connections as required to operate telemedicine equipment used to assist service delivery to remote Tarrant County jail system locations.

11. Review **MHMRTC** reports and discuss concerns with **MHMRTC** leadership.

12. Attend weekly MHMR and Medical Meetings.

13. Emergency referrals to **MHMRTC** shall be accompanied by a phone call to 817-480-7309 and by email forensic@mhmrtc.org or by some other means as agreed to by both parties.

14. Provide access and data needed to compile **MHMRTC** report referred to in Paragraph 11 of ***Exhibit B***.

15. Notify MHMRTC by email to forensic@mhmrtc.org of any MHMR observation Housing referrals that are refused within eight (8) hours of denial.

"Exhibit B"

CONTRACT BETWEEN
TARRANT COUNTY AND MHMRTC
FOR MHMR SERVICES FOR INMATES IN THE TARRANT COUNTY JAIL

Duties of MHMRTC

1. Provide mental health services and 24 hour on-call response in addition to the on-site staffing described herein (hereinafter "mental health services") to inmates of any Tarrant County Jail facility. Mental Health Community Standards promulgated by the Texas Department of State Health Services, Texas Health and Human Services Commission, will be used° to guide the provision of care as applicable to the services rendered (Texas Administrative Code, Title 26, Part l; Chapter 301, Subchapter G).
2. Provide personnel to carry out the terms of this agreement in accordance to *Exhibit* C (attached hereto). Such personnel may be independent contractors or employees of **MHMRTC.** Employees of **MHMRTC** shall be supervised by **MHMRTC.** Personnel provided by independent contract shall be subject to prior approval by all parties.
3. 1f an intake screening determines an MHMR Assessment should take place, or a staff member requests an MHMR Assessment, Qualified Mental Health Professionals (QMHPs) shall be available in booking twenty-four (24) hours per day, seven (7) days per week, to assess inmates. The MHMR Assessment shall be done as soon as possible within four (4) hours of referral to **MHMRTC** if inmate is in booking, eight (8) hours if inmate is not in booking, to determine whether inmate is in need of mental health services and to determine the urgency of that need. Referred inmate should remain in the booking area of the Tarrant County Corrections Center, and assessments shall generally be performed in the booking area unless other arrangements for assessments have been agreed to in advance by the parties on a case-by-case basis. For purposes of this agreement, in person does not prohibit telehealth services being used.

   Based on the MHMR Assessment, categorize each inmate needing mental health services as either Emergency case, Urgent, Routine case, or No Intervention Currently Needed, as defined in this paragraph.

   Emergency - Inmate actively harming self or others. Intervention level categorized as an emergency case shall be referred for mental health services and shall be preliminarily examined by an Advanced Practice Registered Nurse (APRN), a Physician Assistant (PA), or a physician, in person or via telehealth as soon as possible within twelve (12) hours of inmate being referred to **MHMRTC.**

   Urgent - Inmate displaying passive behavior that may cause direct danger if not addressed with psychiatric intervention. This may include behavior with co-existing medical issues that may become life threatening if not addressed, or displaying behavior that is directly influenced by a psychiatric decompensation. Intervention level

categorized as an urgent case shall be referred for mental health services and shall be preliminarily examined by an APRN, a PA, or a physician as soon as possible before the end of the same shift during which the inmate is referred to MHMRTC the next calendar day.

Routine -All other inmates needing mental health services. Intervention level categorized as a routine case shall be evaluated by an appropriate Mental Health Qualified Professional at the discretion of **MHMRTC** according to appropriate professional standards.

No Intervention Currently Needed - Intervention level categorized as not currently needing **MHMRTC** intervention.

4. **Post-Intake Assessment.** Review and t1iage of post-intake referrals will be completed as soon as possible within eight (8) hours by a QMHP. Inmate categorization, MHMR Assessment, and follow-up will follow, as clinically appropriate. Each inmate shall be categorized as either an Emergency case, Urgent case, Routine case, No Intervention Currently Needed, or Duplicate or Non-**MHMRTC** Related case, as defined in this paragraph. The inmate may be scheduled for a provider visit based upon clinical need. Reviews of the inmate's categorization shall be conducted as appropriate to evaluate any changes in the inmate's level of security. For purposes of this agreement, "in person" does not prohibit telehealth services from being used.

Emergency- Inmate actively harming self or others. Intervention level categorized as an emergency case shall be referred for mental health services and shall be addressed as soon as possible. Emergency cases shall be preliminarily examined by an APRN, a PA, or a physician, in person or via telehealth as soon as possible within twelve (12) hours of inmate being referred to **MHMRTC,** if the behavior is not resolved with lesser interventions.

Urgent - Inmate displaying passive behavior that may cause direct danger if not addressed with psychiatric intervention. This may include behavior with co-existing medical issues that may become life threatening, if not addressed, or displaying behavior that is directly influenced by a psychiatric decompensation. Intervention level categorized as an urgent case shall be referred for mental health services and shall be preliminarily examined by an APRN, a PA, or a physician as soon as possible before the end of the same shift during which the inmate is referred to **MHMRTC** the next calendar day, if the behavior is not resolved with lesser interventions.

Routine - All other inmates needing mental health services. Intervention level categorized as a routine case shall be evaluated by an appropriate Mental Health Qualified Professional at the discretion of **MHMRTC** according to appropriate professional standards.

No Intervention Currently Needed - Intervention level categorized as not currently needing **MHMRTC** intervention.

Duplicate or Non-MHMRTC Related - Inmates who have either already been referred to MHMRTC for the same issue/concern, or do not have any Mental Health concerns will be closed out with no further action taken.

5. Accept inmate referrals for mental health services from the **SHERIFF** or his employees and JPS Hospital doctors and staff providing healthcare services in the jail and provide assessment in accordance with Paragraphs 4 [intake preliminary assessment] and *5* [post intake assessment] above.

6. Upon request, evaluate the mental health and criminal status and history of inmates in order to recommend an appropriate diversionary alternative for the particular inmate. **MHMRTC** will have all psychiatrists and psychologists that access the Sheriff's Department criminal history file under the direct supervision of the **MHMRTC** staff.

7. Provide follow-up involving psychiatric medication as described herein. Inmates classified as emergency cases or needing urgent care shall receive at least one daily face to face visit with a QMHP until it has been established that the patient's status can be safely downgraded to routine monitoring according to customary professional standards for mental health care. If possible, emergency, and urgent care patients will be housed on the medical floors, where patients are able to be monitored by medical staff.

Evaluate inmates returning from a state hospital without prescribed psychiatric medication within forty-eight (48) hours of inmate's arrival at the jail and prescribe psychiatric medication as necessary. Evaluate inmates scheduled for transfer to a state hospital for necessity of psychiatric medication within five (5) business days of entry of the order for said transfer. Conduct evaluations and prescribe psychiatric medication if the inmate has not previously been seen by a provider during the current incarceration.

If it comes to the attention of **MHMRTC** that any prescribed psychiatric medication has not been provided within twenty-four (24) hours of its prescription, within twelve (12) hours MHMRTC shall 1) notify JPS, and 2) notify **SHERIFF**'s chain of command for that innate, consisting of a Lieutenant, Captain, or Chief.

If it comes to the attention of **MHMRTC** that an inmate is compliant with psychiatric medication that appears to be causing a negative side effect or adverse reaction, a physician, a PA, or an APRN shall take corrective action, if necessary, by no later than the end of the following day.

If it comes to the attention of **MHMRTC** that an inmate refuses to take psychiatric medication voluntarily, and inmate has been found incompetent to stand trial, and inmate is a danger to self or others, **MHMRTC** shall notify the appropriate Judicial officials who can initiate further follow-up within two (2) business days of this

knowledge of the inmate's noncompliance. **MHMRTC** will follow the Judicial official's recommendations regarding possible next steps.

lf an inmate comes into the Tarrant County Jail with verified MHMR prescribed medications, **MHMRTC** shall review and prescribe medications, as clinically appropriate, before the end of the following day. If verified medication is unable to be prescribed, the inmate will be seen within two (2) calendar days, except in an emergency or urgent care case by an **MHMRTC** provider.

For inmates who are currently taking psychiatric medication upon coming to the jail, **MHMRTC** providers shall (1) verify current medication, and (2) assess the need to prescribe continued psychiatric medication by the end of the next calendar day. ·

For inmates who provide Credible information suggesting they are currently taking psychiatric medication upon coming to the jail, but the current prescription cannot be verified, **MHMRTC** providers shall assess the need to prescribe continued psychiatric medication in the following time periods after **MHMRTC's** receipt of any Credible information: within 12 hours (emergency cases), within 24 hours (urgent cases), and for all other cases, by the end of the second calendar day.

MHMRTC providers may verify and prescribe medications with or without a face-to-face encounter with the patient, within their professional discretion. However, in cases of extenuating circumstances, where **MHMRTC** is prevented from accessing the inmate and from reasonably ascertaining the need for psychiatric medications, the aforementioned time periods are paused as of the beginning of the extenuating circumstance preventing **MHMRTC** from accessing the inmate and resume when the extenuating circumstance has been resolved.

"Credible Information" is defined as information regarding the inmate's claimed current prescription that a reasonable clinician would judge to be believable based on their clinical judgement when considering the inmate's symptomology, the inmate's appearance, or other readily available health and medical information.

8. Provide continuing care to inmates prescribed medication by an **MHMRTC** provider, who are classified as routine patients. Such inmates shall be seen by **MHMRTC** staff in person or by telehealth at least every thirty (30) days, or as frequently as professional standards of care require. They shall receive further mental health services from appropriate providers according to applicable professional standards.

9. Provide in-person visits from a QMHP at least every seven (7) days to each single-cell inmate housed in "MHMR Observation Housing" (whether located in Correction Center Pods 56A, 56B, LECC Pod *59C,* or elsewhere), unless the inmate's mental health needs dictate more frequent care according to customary professional standards for mental health care.

10. Provide the **SHERIFF** or his designee with a weekly statistical report, the report will be completed in a form mutually agreed to by the parties. Additional measurable data may be requested, and the template can be amended from time to time by mutual agreement between the parties, in accordance with the needs of the **SHERIFF.**

11. Provide mental health services to inmates who have been referred by **MHMRTC** for admission to the "MHMR Observation Housing, but who are not currently housed in the MHMR Observation Housing. **MHMRTC** shall treat these inmates under the same standards as defined in this agreement for MHMR Observation Housing.

12. At the request of the **SHERIFF,** provide input as to Detention Staff who are qualified *to* work in MHMR Observation Housing. **MHMRTC** shall train the Detention officers in the handling of mentally ill inmates. **MHMRTC** makes no representations or warranties of any kind whatsoever, either expressed or implied, with regards to the training services that may be provided pursuant to this agreement. The parties further agree that application of principles discussed in such training will vary depending upon the facts and circumstances the Officers may face during the course of their employment.

"Exhibit C"

CONTRACT BETWEEN
TARRANT COUNTY AND MHMRTC
FOR MHMR SERVICES FOR INMATES IN THE TARRANT COUNTY JAIL

Schedule of MHMRTC Personnel

# of Positions and Title	Job Function	Degree/License/Credentials/Experience
1 Network Director of Forensic Services	Provides management of day-to-day operations of the program and program personnel. Responsible for operational decisions involving clinical services and processes; program outcomes; organizational linkages with jail, JPS medical staff and other community stakeholders. Manages productivity and quality. Provides training to Sheriff Department officers or other law enforcement as appropriate. Provides educational presentations to public stakeholders.	Requires minimum of BA/BS in Human Services related field plus five (5) years management experience in the field of psychiatric treatment. Must be able to meet criteria as a Qualified Mental Health Practitioner.
2 Network Manager Forensic	Assists with management of day-to-day operations of the program and program personnel. Provides direct care/assessment services as necessary. Coordinates workload and patient assignments. Fills in for Director when absent. Assists with supervision over variable shifts. Manages productivity and quality.	Requires BA/BS in Human Services related field with five (5) years' experience in the field and three (3) years management experience in the field of psychiatric treatment.
14.5 FTE Psychiatrists and/or APRNs/PAs	Provides psychiatric care to inmates. Provides medical evaluations to diagnose and treat mental disorders; orders medication; provides clinical expertise to workgroup; consults with JPS Medical staff as appropriate; provides medical on-call coverage.	APRN, PA, M.D. or D.O. licensed in Texas. Board Certified in Psychiatry.
2 Registered Nurses	Provides the coordination of psychiatric care for inmates, including secondary medication verification post-booking. After medication verification, may write protocol medications as dictated under MHMR standing delegation orders. Provides nursing services which may include checking inmate's vital signs, medication compliance, notification to medical of any critical medical concerns and conditions, consults with JPS Medical staff as appropriate and serves as a member of the interdisciplinary treatment team.	Must have a licensure as a Registered Nurse. Experience in behavioral health, psychiatric/mental health nursing or substance use disorder nursing.
1 Licensed Network Team Lead Forensic	Provides clinical supervision for staff and provides staffing and utilization review of treatment services ensuring quality care that meets or exceeds all treatment standards. Provides direct care/assessment services as necessary. Coordinates workload and patient assignments. Fills in for Manager when absent. Assists with supervision over variable shifts. Assists Manager with productivity and quality.	Requires minimum of Master's degree in Human Services related field plus licensure as a Licensed Professional Counselor (LPC), Licensed Master Social Worker (LMSW), or Licensed Clinical Social Worker (LCSW).
24 Forensic Case Managers	General duties include providing case management assistance to inmates with issues of mental illness and jail operations as needed/required. Some of the specific duties include: a) provides suicide risk assessments; b) provides assessment and screening of mental illness and links inmate with treatment as appropriate; c) assesses/responds to request for crisis assistance; d) provides follow-up contacts to assess the inmate's response to treatment; e) provides referrals to community services on discharge; f) provides assistance/referrals to diversion programs as appropriate; g) responds to family inquires; h) provides assistance with	Requires BA/BS in Human Services related field plus two (2) years' experience in the field of psychiatric treatment. Must be able to meet TDMHMR criteria as a Qualified Mental Health Practitioner.

	assessment/treatment linkage during booking process; i) other duties as assigned.	
1 Forensic Continuity of Care Liaison	Coordinates with courts, state hospitals, local hospitals, other MHMR Programs, as well as other agencies. Focuses primarily on communicating with and fulfilling court and hospital requests, case coordination to inmates during incarceration, case coordination to inmates returning from state hospitals and/or local hospitals and assists with transition planning for inmates released from custody.	Requires BA/BS in Human Services related field plus two (2) years' experience in the field of psychiatric treatment. Must be able to meet TDMHMR criteria as a Qualified Mental Health Practitioner.
4 Forensic Network Team Leaders	Assists with supervision of day-to-day operations of the Forensic Case Managers as they provide case management assistance to inmates with issues of mental illness. Provides direct care/assessment services as necessary. Coordinates workload and patient assignments during their shift. Schedules emergency and urgent cases with providers. Supervises productivity and quality and communicates directly with MHMR management staff regarding any issues needing to be addressed by the Clinical Supervisor, Program Manager, or Director of Forensic Services.	Requires BA/BS in Human Services related field plus two (2) years' experience in the field of psychiatric treatment. Must be able to meet TDMHMR criteria as a Qualified Mental Health Practitioner.
5 Clinical Therapists	General duties include clinical assessments and treatment interventions requiring an advanced training and knowledge base sufficient to identify and/or provide a psychiatric diagnosis. Provides treatment services within the scope of his or her license. Provides direct assistance to psychiatrist in responding to inmate psychiatric treatment needs. Provides clinical coordination to caseworker staff as required.	Requires minimum of master's degree in Human Services related field plus two (2) years of experience in the field of psychiatric treatment. Must have Texas License as Licensed Professional Counselor (LPC), Licensed Marriage and Family Therapist (LMFT), Licensed Clinical Social Worker (LCSW) or Licensed Masters Social Worker (LMSW) working toward LCSW or Licensed Clinical Psychologist.
7 Forensic Support Specialists, Forensic Scheduling Specialists and/or Forensic Reports Specialist	General duties include managing provider schedules, providing medical records processing, data entry, telephone responses and other general office procedures.	Minimum of High School graduate and two (2) years of administrative related experience.
1 Forensic Data Management Specialist	Responsible for participating in the planning, designing, and development of departmental projects by analyzing data. Providing data to leadership that is necessary for program development and growth. Coordinating with EHR Team and County staff as needed.	Minimum of High School graduate and minimum of two (2) years of related experience.

EXHIBIT C

TCSO HEALTH SERVICES PLAN

RECEIVED
SEP 0 3 2025
Texas Commission On Jail Standards

I. PURPOSE

A. The following plan is designed to meet all applicable criteria of minimum jail standards rule 273.2 in providing medical, mental, and dental services.

II. SICK CALL AND REFERRAL FOR SERVICES

A. Definition:
   1. Sick call is care for ambulatory inmates with health care requests that are evaluated and treated in an outpatient clinic setting. It is a system where each inmate reports for and receives appropriate medical services for non-emergency illness or injury.
   2. Sick call is conducted by a physician and/or other qualified health care provider.

B. Requesting Medical Attention:
   1. Sick call request slips shall be available digitally or physically (upon request) and accessible in all cell housing areas.
   2. Inmates unable to read, write, or otherwise need assistance requesting medical attention may notify a Detention Officer (DO) or Deputy Sheriff. The DO/Deputy will then inform medical staff.

C. Routing:
   1. Inmate requests for health care services (medical, dental and psychiatric) are indicated on the sick call request slip.
   2. Completed sick call requests are performed digitally on an electronic device (i.e. kiosk, tablet, etc) or physically by being handed directly to the medical staff during medication administration. Jail staff may notify medical staff of a completed sick call request needing to be turned in.
   3. Sick call requests will be triaged for urgent problems. Any inmate needing immediate care will be brought to the attention of medical staff.
   4. Sick call scheduling will be reviewed by the Medical Service Provider (MSP) to ensure timely care is being delivered.
   5. During emergency lockdown, a modified sick call will be conducted at the cell doors. The Medical Service Provider will be responsible for determining the level of care to be rendered during modified sick call.
   6. Medical clinics will accommodate emergency walk-ins with conditions that require immediate attention (e.g. acute illness, injuries, lacerations, etc.).

III. ACUTE AND EMERGENCY SITUATIONS

A. Definition:
   1. Care for an acute illness or an unexpected health need that cannot be deferred until the next scheduled clinic is considered an emergency and shall be handled as such either within the medical facility or through transfer to a hospital emergency room when deemed necessary by qualified health care staff.

B. Emergency transfer of a patient to a hospital will be upon verbal/written orders of the responsible physician and/or other qualified health care provider. The physician or qualified health care provider, in coordination with jail supervisory staff will determine the mode of transportation.

C. The patient will be evaluated by the provider on duty upon return from the Emergency Room.

REV. REQ. / APPROVED
DATE: 9.4.25
BY: RN

D. The provider on duty will review all recommendations, medication, etc. and commence with the appropriate treatment plans. If additional care is not recommended, the provider will note in the chart his/her review.

IV. ACCESS

A. Inmates will have the ability to access a medical health professional at the jail twenty-four (24) hours a day.
B. Inmates will have the ability to access a mental health professional at the jail twenty-four (24) hours a day.

V. LONG-TERM, CONVALESCENT, AND CARE NECESSARY FOR DISABLED INMATES

A. Definition:
    1. Skilled nursing care is defined as medical care by, or under the supervision of, a registered nurse for an illness or diagnosis that requires limited observation for management; and does not require admission to a licensed hospital.
B. Medical Infirmary / Medical Observation Unit:
    1. Admission and discharge should be by provider order only.
    2. Meets the following criteria:
        i. A provider is available 24 hours a day.
        ii. Nursing services are under the direction of a full-time, registered nurse.
        iii. Qualified health care personnel are on duty 24 hours a day.
    3. Rounds are made by the provider on a frequency as deemed clinically appropriate for each patient.

VI. PREGNANCY CARE

A. Incoming detainees will undergo routine medical/mental health intake screening that includes questioning for pregnancy.
    1. Affirmative answers result in a referral of the detainee to the medical clinic.
    2. Urine pregnancy testing is performed on each female detainee who is less than fifty-five (55) years of age
B. Each detainee will be evaluated by a provider and assessed for medical and mental health needs and special housing.
C. Prenatal vitamins and/or other medications are prescribed by the provider in his/her clinical judgment.
D. Pregnant detainees are referred for specialist evaluation and follow-up, including but not limited to, obstetrical and gynecological care.
E. Pregnant detainees will be placed on a pregnancy diet.
F. The Inmate Classification Section will determine appropriate work assignments for known pregnant detainees.
    1. Under no circumstances will work assignments for pregnant inmates involve activity that would cause physical harm or injury.
G. A magistrate will be notified in writing or by electronic notice within twelve (12) hours if a pregnant inmate is suspected to have mental illness and/or intellectual or developmental disability.

H. The Sheriff/Operator shall notify the Commission of any changes in policies and procedures in the placement of a pregnant prisoner in administrative separation.

I. As soon as practicable after receiving a report of a miscarriage or physical or sexual assault of a pregnant inmate while in the custody of a county jail, the sheriff shall ensure that an obstetrician or gynecologist and a mental health professional promptly:
   1. Review the health care services provided to the prisoner; and
   2. Order additional health care services, including obstetrical and gynecological services and mental health services, as appropriate.

J. Labor Recognition:
   1. Jail staff shall be trained to identify when a pregnant inmate is in labor and provide access to appropriate care prior to working the jail floor.
   2. Inmates shall be promptly transported to a local hospital when they state that they are in labor or are determined by a person at the level of emergency medical technician or above to be in labor.

K. Pregnant - Restraints:
   1. Restraints shall not be used on any inmate confirmed to be pregnant by a medical professional or who has given birth in the preceding 12 weeks. Restraints shall not be used for the duration of the pregnancy or for a period of not less than twelve (12) weeks after the inmate gives birth, unless:
      i. Unless supervisory personnel determine that the use of restraints is necessary to prevent an immediate and credible risk that the inmate will attempt to escape; or the inmate poses an immediate and serious threat to the health and safety of the inmate, staff, or any member of the public; or
      ii. Unless a health care professional responsible for the health and safety of the inmate determines that the use of restraints is appropriate for the health and safety of the inmate and, if applicable, the unborn child of the inmate.
   2. If the determination to utilize restraints in accordance with (VI)(J)(1)(i) or (ii) is made, the least restrictive restraints necessary to prevent escape or to ensure health and safety shall be utilized.
   3. Notwithstanding subsection (VI)(J)(1)(i), at the request of a health care professional responsible for the health and safety of the inmate, staff shall refrain from using restraints on the inmate or shall remove the restraints.
   4. Use of restraints on pregnant inmates shall be documented and submitted as required by TCJS rule §269.50.

VII. CONTROL, DISTRIBUTION, SECURED STORAGE, INVENTORY, AND DISPOSAL OF PRESCRIPTIONS, SYRINGES, NEEDLES, AND HAZARDOUS WASTE CONTAINERS

A. The Medical Service Provider will determine the types of equipment, supplies, materials and publications required for the delivery of health care, as well as their adequacy.

B. Inventory logs will be maintained for instruments and supplies that pose a security risk.

C. Inventory records, maintenance and procurement for the Health Services Division will be under the direction of the Medical Administrator.

D. Detainees shall be prohibited from accessing medical and pharmaceutical storage areas unless accompanied by supervisory personnel.

E. Disposal:

1. Trash containers for bio-hazard waste and sharps are maintained in clinical areas.
2. All infective waste shall be placed in a locked storage area.
3. All containers as described above shall be labeled with "BIOHAZARD" sign(s).
    i. All hazardous waste is disposed of by an outside service.

F. Continuity of Prescription Medication:
    1. A qualified medical professional shall review as soon as possible any prescription medications an inmate is taking when the inmate is taken into custody.
        i. These procedures shall include providing each prescription medication that a qualified medical professional or mental health professional determines is necessary for the care, treatment, or stabilization of an inmate with mental illness.
    2. In this context, qualified medical professionals include but are not limited to physicians, Registered Nurses (RN), and Licensed Vocational Nurses (LVN) performing their duties within the scope of their license.
        i. For this purpose, pharmacists and Emergency Medical Technicians (EMT) are not qualified medical professionals.

G. Distribution of Prescriptions and Medications:
    1. Definition – Dispense:
        i. Preparing, packaging, compounding or labeling for delivery a prescription drug or device;
        ii. In the course of professional practice;
        iii. To an ultimate user or his agent;
        iv. By or pursuant to the lawful order of a practitioner; and,
        v. A person may not dispense prescription drugs unless (s)he is a licensed pharmacist.
    2. All prescription drugs shall be dispensed:
        i. By a licensed pharmacist from a device to be dispensed;
        ii. Pursuant to a prescription drug order, i.e., a written or verbal order from a provider.
    3. Administration of Drugs Only Upon Order of Authorized Practitioner:
        i. Drugs will be administered only upon a prescription drug order from:
            a. Medical/Dental providers; or
            b. Mental Health providers.
            c. Qualified professionals with prescription authority in the State of Texas.
    4. Daily Medication rounds:
        i. Medication prescribed by a medical or mental health provider will be administered as ordered by a provider.
        ii. Procedure:
            a. Medication cart will be transported to each floor.
            b. Notify security personnel that medical staff is prepared to administer prescription medication.
            c. Security personnel should escort medication staff.

d. Any disruption in the cellblock during medication administration should be referred to security personnel for disposition.
e. Identify patient by two patient identifier.
f. Medication cannot be administered to persons who cannot be identified.
g. Notify a Detention Officer (DO) or Deputy of any patient that cannot be identified.
h. Record medications, given, refused, omitted or wasted on the patient's Medication Administration Record. Document and report for any dose not given unless it is ordered PRN.

5. Over-the-Counter Medications:
   i. All prescribed drugs, including over-the-counter medications, will be stored in secured locations controlled by the Medical Service Provider.
   ii. The distribution of the supplies is under the control of designated personnel.
6. Medications for Self-Administration:
   i. All medication for self-administration shall be filled and issued to the patient to be kept on his or her person (KOP).
   ii. Medications for self-administration (KOP) must be listed as such in the formulary and approved by the Medical Director.
   iii. Orders for medication for self-administration (KOP) shall be documented in the health record.
   iv. Inmates must keep medications in the original containers with the label attached. Mixing medications is not allowed.
   v. All medications confiscated by security will be brought to the medical clinic to be examined by the nurse on duty.
   vi. Inmates are allowed to keep their current KOP medications when transferred from one facility to another within the Tarrant County Jail.
7. Refusal of Treatment:
   i. The purpose of this section is to designate the patient's right:
      a. to refuse treatment;
      b. to refuse treatment at a hospital or clinic for further treatment; and/or,
      c. to refuse consultation.
   ii. The qualified health care provider will inform the patient of the medical consequences of his/her actions then note that the patient was counseled in the medical record.
   iii. The patient shall sign the Refusal of Treatment form in the presence of at least one qualified health care provider who will then sign his/her name to the form.
   iv. If the patient refuses to sign the form, the refusal to sign the form is documented; and an additional witness shall also sign the form.
   v. The patient retains the right to request additional medical treatment at any time, according to established policies and procedures.

VIII. PROCEDURES FOR EXAMINATION AND TREATMENT

A. Inmates who present for evaluation and treatment of medical complaints shall be accorded respect by Health Services Division personnel.
B. Shall be performed in a reasonable and dignified manner and place.
C. Physical examinations will be performed privately.
D. A chaperon is required for breast/genital exams.
E. Patients will be informed of treatment plans and given the opportunity to ask questions of the treating personnel.
F. All patient evaluations are conducted in areas with curtains drawn during physical examinations.
G. Adequate first aid and patient evacuation equipment is maintained in the facility at all times.

IX. HEALTH RECORDS

A. A medical record shall:
    1. Be generated on all inmates admitted to the Tarrant County Jail; and,
    2. Will be maintained in an orderly manner.
B. A medical record will be established on every patient seen by a physician or other health care provider.
C. If the patient is seen by either a nurse, nurse practitioner, physician's assistant, or a physician, the medical record will contain, at a minimum, the following documents:
    1. Problem list
    2. Intake screening form; containing questions related to:
        i. Health history
        ii. Current illnesses
        iii. Known pregnancy
        iv. Current medical, mental and dental care
        v. Behavioral observation
        vi. Inventory of body deformities
        vii. Presence of lice or skin infections
    3. Clinic record
    4. Nursing triage clinic record
    5. Other supporting documents if they exist, i.e., lab, radiology, MAR's, etc.
D. Confidentiality/Access to Medical Records:
    1. The Tarrant County Sheriff's Office medical vendor maintains paper and/or electronic medical records on each inmate/patient consistent with applicable state and federal laws.
E. Record Maintenance:
    1. The patient has the right to expect that all communications and records pertaining to his/her care will be treated as confidential. Written authorization by the inmate patient is required for the release of medical information outside of the correctional system.
    2. Patient medical records are maintained separate and apart from his/her confinement records.

3. The Manager/Director of the Health Information Management Department is considered the custodian of the medical records.

F. Release of Medical Information:
   1. Only medical records of care provided by the Tarrant County Sheriff's Office medical provider may be released to the patient or their agents.
   2. No medical information shall be released to a patient or to a patient's family member while incarcerated at the Tarrant County Jail if it is determined that doing so would jeopardize the health, safety, security, custody, or rehabilitation of the patient or other patients, or the safety of any officer, employee or other person at the correctional institution or responsible for transporting the inmate.
      i. If a patient requests inspection of his/her medical record the request must be granted unless one of the other grounds for denial applies under the regulations.
   3. The Texas Uniform Health Status Update form will be completed and forwarded to a receiving criminal justice facility at the time a patient is transferred.
   4. Appropriate tuberculosis information will be provided to public health authorities upon the release of a patient who is receiving treatment for tuberculosis in accordance with Texas Department of State Health Services guidelines.
   5. The Medical Director or Medical Administrator may release to the Detention Bureau approved personal information contained in the medical record, if necessary, for housing and/or other special needs of the patient.

G. Access to Medical Records:
   1. Only those persons designated below have authorized access to the medical records without patient consent/authorization:
      i. Health Services personnel involved in the treatment of the patient.
      ii. Outside physician or health care facility
      iii. Court Order/Subpoena requests
      iv. Medical Examiner/Coroner

EXHIBIT D

TCSO MENTAL DISABILITIES/SUICIDE PREVENTION PLAN

I. PURPOSE

A. The following plan is designed to meet all applicable criteria of minimum jail standards rule 273.5 regarding mental disabilities and suicide prevention.

II. TRAINING

A. The Jail Administrator or designated division shall develop and implement a training program designed to recognize inmates who are mentally disabled and/or potentially suicidal.

B. Basic County Corrections Course (Jail school) instructors will include a section on the recognition of inmates with mental disabilities and suicide prevention.

C. Appropriate persons assigned to the Classification, Intake, and Release Sections shall receive a minimum of two (2) hours training annually in suicide prevention.

D. Training should include (but not be limited to):

1. Recognition of inmates with mental disabilities.
2. Recognition of potentially suicidal inmates.
3. Supervision of inmates with mental disabilities and/or potentially suicidal inmates within the cellblocks.
4. Documentation of potentially suicidal inmates or inmates with mental disabilities.
5. Handling of inmates with mental disorders who may or may not be potentially suicidal.
6. Intervention of an attempted suicide may be made by any staff member.

III. IDENTIFICATION

A. All inmates coming into the Sheriff's custody shall receive a health screening by appropriately licensed personnel.

1. The screening form shall contain questions which specifically ascertain suicidal tendencies and/or depression.

B. Other sources used to identify possibly suicidal inmates, include but are not limited to:

1. Staff Member Observation
2. Medical History
3. Mental Health History
4. Classification Personnel
5. Health care providers
6. Previous Jail Records
7. Family

C. Referral to mental health professionals may be routinely accomplished by nurses, chaplains, or other staff members; or by self-referral via an inmate request form (digital or physical).

1. Referrals may also be made by outside sources.
2. Mental Health personnel shall screen all referrals.
3. A magistrate shall be notified, in writing or by electronic notice, within 12 hours if an inmate is suspected to have mental illness or Intellectual and Developmental Disability (IDD) for compliance with Code of Criminal Procedure Article 16.22.

REV. REQ. / APPROVED
DATE: 9.4.25
BY: RW

IV. COMMUNICATIONS
- A. Information regarding an inmate exhibiting a mental health crisis and/or potentially suicidal behavior shall be forwarded to the My Health My Resources (MHMR) of Tarrant County in a timely fashion.
- B. Pertinent information regarding incidents that have occurred during a shift or requiring special attention should be passed on to oncoming shift by either verbal or written means.

V. HOUSING
- A. Suicidal inmates should generally be housed in cellblocks under the direction of mental health professionals.
- B. If necessary, an inmate experiencing a mental health crisis, which threatens the physical wellbeing of any person may be placed in a separation cell.

VI. SUPERVISION
- A. Observation shall be performed at least every 30 minutes in areas where inmates known to be assaultive, potentially suicidal, mentally ill, or who have demonstrated bizarre behavior are confined.

VII. INTERVENTION AND EMERGENCY TREATMENT
- A. Jail personnel will respond to the location of an attempted suicide and take immediate action to remove any items which might be used to facilitate the suicide.
- B. In concert with the removal of the threat, steps shall be taken to provide immediate medical aid to the victim.

VIII. REPORTING
- A. Attempted Suicides:
  1. A thorough, accurate and detailed report shall be initiated by the floor deputy/detention officer and forwarded to the appropriate division(s).
     - a. Classification
     - b. My Health My Resources (MHMR) of Tarrant County
     - c. Detention Watch Captain.
- B. Completed Suicides:
  1. Jail Administration shall ensure:
     - a. Notification will be made to the Texas Commission on Jail Standards within twenty-four (24) hours.
     - b. A "Death in Custody" report will be prepared and forwarded to the Attorney General's Office within thirty (30) days.
  2. Upon conclusion of an investigation by the designated law enforcement agency, the report shall be submitted to the Texas Commission on Jail Standards.

IX. FOLLOW-UP REVIEW
- A. After a completed suicide, a follow-up critique shall be completed to ensure:
  1. All required reports are prepared and filed.
  2. Policies and procedures are updated if needed.

X. SCREENING INSTRUMENT
- A. An approved mental disabilities/suicide prevention screening instrument shall be completed immediately on all inmates admitted.

XI. MENTAL HEALTH/INTELLECTUAL AND DEVELOPMENT DISABILITIES HISTORY CHECK

A. The Tarrant County Jail will:

1. Check each inmate upon intake into the jail against the Texas Health and Human Services Commission CCQ system to determine if the inmate has previously received state mental healthcare or has a known intellectual or developmental disability, unless the inmate is being housed as an out of state inmate or a federal inmate on a contractual basis;
2. Maintain documentation to be available at the time of inspection showing that information for each inmate designated in paragraph (1) of this subsection was submitted for CCQ/IDD system checks, to include notification to the magistrate and the Local Mental Health Authority or Local Intellectual and Developmental Disabilities Authority as per CCP 16.22(a)(1); and
3. Include any relevant mental health or intellectual and developmental disability information on the mental health screening instrument and, if sentenced to the Department of Criminal Justice, on the Uniform Health Status form.

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 3
Department: Administrator	**Prepared By:** Lani Taylor	**Approved By:** Daphne Walker

SUBJECT:

Consideration of First Amendment to the Commercial Lease Agreement between Tarrant County Hospital District, d/b/a JPS Health Network and 1208 S. Main LLC for Property Located at 1212 and 1214 South Main Street, Fort Worth, Texas

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the First Amendment to the Commercial Lease Agreement between Tarrant County Hospital District, d/b/a JPS Health Network (TCHD) and 1208 S. Main LLC (formerly known as Larimar Development, LP) for property located at 1212 and 1214 S. Main Street, Fort Worth, Texas.

BACKGROUND

On August 13, 2013, the Commissioners Court, through Court Order #115788, approved the Commercial Lease Agreement for approximately 2,700 square feet of space located at 1212 and 1214 S. Main Street. Over the years, the lease agreement was amended to extend the term and increase cost according to market value.

This amendment is to extend the lease agreement for thirty-six (36) months commencing September 1, 2025 and ending on August 31, 2028. This amendment is aligned with the District's strategic plan by providing space for the staff to receive training on information technology applications.

The District's Board of Managers approved the attached Amendment at its August 28, 2025 Board of Managers meeting. TCHD Counsel reviewed the Lease and approved it as to form.

FISCAL IMPACT

Lease Expense:

September 1, 2025 to August 31, 2026 - $6,600/monthly, $79,200/annually, $29.259/SF
September 1, 2026 to August 31, 2027 - $6,900/monthly, $82,000/annually, $30.37/SF
September 1, 2027 to August 31, 2028 - $7,200/monthly, $86,400/annually, $32.00/SF

Total Cost over term: $247,600.00

Attachments

09-16 1208 S. MAIN COMMERCIAL LEASE.pdf

COMMERCIAL LEASE AMENDMENT

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AMENDMENT TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 1212 & 1214 S. Main St. , Fort Worth, TX 76104

Effective on June 20, 2025 , Landlord and Tenant amend the above-referenced lease as follows.

☐ A. Leased Premises: The suite or unit number identified in Paragraph 2A(1) is:

☐ (1) changed to _____ .

☐ (2) contains approximately _____ rentable square feet ("rsf").

☐ B. Term:

☒ (1) The length of the term stated in Paragraph 3A is changed to 36 months and 0 days.

☐ (2) The Commencement Date stated in Paragraph 3A is changed to _____ .

☒ (3) The Expiration Date stated in Paragraph 3A is changed to August 31, 2028 .

☒ C. Rent: The amount of the base monthly rent specified in Paragraph 4A is changed to:

$	6,600.00	from 09/01/2025	to 08/31/2026	;
$	6,900.00	from 09/01/2026	to 08/31/2027	;
$	7,200.00	from 09/01/2027	to 08/31/2028	;
$		from	to	;
$		from	to	;
$		from	to	.

☐ D. Security Deposit: The amount of the security deposit in Paragraph 5 is changed to $ _____ .

☐ E. Maintenance and Repairs: The following item(s) specified in the identified subparagraph of Paragraph 15C will be maintained by the party designated below:

Para. No.	Description	Responsible Party
		☐ N/A ☐ Landlord ☐ Tenant
		☐ N/A ☐ Landlord ☐ Tenant
		☐ N/A ☐ Landlord ☐ Tenant
		☐ N/A ☐ Landlord ☐ Tenant
		☐ N/A ☐ Landlord ☐ Tenant

☐ F. Parking:

☐ (1) Common Parking: The number of vehicles identified in Paragraph A(1) of the Commercial Lease Addendum for Parking (TXR-2107) is changed _____ to vehicles.

Northern Crain Realty, 813 Hemphill St. Fort Worth TX 76104 Phone: 8174548506 Fax:
Will Northern
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

☐ (2) Restricted Common Parking for Tenants: The number of vehicles identified in Paragraph A(2) of the Commercial Lease Addendum for Parking (TXR-2107) is changed to _____ vehicles.

☐ (3) Assigned Parking: Tenant's assigned parking areas identified in Paragraph A(3) of the Commercial Lease Addendum for Parking (TXR-2107) is changed to _____
_____
_____
_____.

☐ (4) Parking Rental: The amount of rent identified in Paragraph B of the Commercial Lease Addendum for Parking (TXR-2107) is changed to $ _____ .

☐ G. Counterparts: If this amendment is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

☐ H. Other: Paragraph(s) _____ are changed to read *(cite specific paragraphs and copy the applicable paragraphs verbatim, making any necessary changes):*

Landlord: 1208 S Main, LLC

By: _____

By (signature): _____
Printed Name: Watt Reynolds
Title: _____ Date: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____ Date: _____

Tenant: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____ Date: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____ Date: _____

Northern Crain Realty, 813 Hemphill St. Fort Worth TX 76104 Phone: 8174548506 Fax: JPS- 1212 & 1214
Will Northern
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 140
Department: Administrator	**Prepared By:** Lani Taylor	**Approved By:** Daphne Walker

SUBJECT:

Consideration of the Construction Manager at Risk Agreement between Tarrant County Hospital District, d/b/a JPS Health Network and HCBeck, Ltd for the Construction of a Health Center for Women

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve the Construction Manager at Risk (CMAR) Agreement between Tarrant County Hospital District, d/b/a JPS Health Network (TCHD) and HCBeck,LTD for the construction of a Health Center for Women on the ground floor of the JPS New Parking Garage.

BACKGROUND

This Agreement provides the labor, material, supervision and planning for the construction of a Health Center for Women on the ground floor of the JPS New Parking Garage. This Agreement involves construction in an amount exceeding $500,000.00 which requires Commissioners Court approval.

TCHD's Board of Managers approved the attached CMAR Agreement at its August 28, 2025, Board of Managers meeting. TCHD Counsel reviewed the Agreement and approved it as to form.

FISCAL IMPACT

Funding in the amount of $11,837,177.46 is available in TCHD's approved Master Facilities Plan budget.

Attachments

09-16 HCBECK LTD AGREEMENT.pdf

AIA® Document A133™ – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the sixteenth day of September in the year «**2025 _**»
(In words, indicate day, month, and year.)
BETWEEN the Owner:
(Name, legal status, address, and other information)

TARRANT COUNTY HOSPITAL DISTRICT D/B/A JPS HEALTH NETWORK
1500 South Main Street
Fort Worth, Texas 76104

and the Construction Manager:
(Name, legal status, address, and other information)

HCBeck, Ltd.
464 Bailey Avenue, Suite 210
Fort Worth, TX 76104

for the following Project:
(Name, location, and detailed description)
Health Center for Women
175 W Magnolia
Fort Worth, TX 76104

The Architect:
(Name, legal status, address, and other information)

Hoefer Welker
500 N. Akard St., Ste 2450
Dallas, TX 75201

The Project Manager:
(Name, legal status, address and other information)

Ramel Company
3320 Tex Blvd
Fort Worth, TX 76116

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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v.02102023

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EXHIBIT A FINAL GUARANTEED MAXIMUM PRICE AMENDMENT
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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

«The Project generally consists of shell space of approximately 21,000 GSF in the new garage (currently in construction, as described in more detail in Section 1.1.2 below. »

§ 1.1.2 The Project's physical characteristics:

North Wall is made of a mix of precast concrete "tilt-panel", Aluminum Curtain Wall Framing, Masonry block wall with steel backup wall, and perforated metal panel above.
o East Wall is made of a masonry 7 5/8" block wall
o South Wall is made of a masonry 7 5/8" block wall
o West Wall is made of a masonry 7 5/8" block wall
o Roof is not a traditional roof, rather it is made of a concrete "drive" deck above with a water proof coating

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o A new interior air barrier and insulation will not be provided as part of the shell space and will need to be added as part of this build-out project. This will also include a one-sided interior partition made of a metal stud and type "x" gypsum board.

Interior Condition
o Interior Partitions will be of varying sizes but will be made of interior metal studs, type "x" gypsum board, acoustical batt sound attenuating blanket.
o Doors and hardware will be typical to match JPS standards
o Casework will be typical to match JPS standards
o Ceilings will be primarily made of acoustical ceiling tile with some mix of gypsum board "hard-lid" ceilings in select areas
o Finishes will be typical to match JPS standards but it is assumed to consist of the following: Flooring: Ceramic tile, VCT, Carpet Tile
Walls: Painted gyp., ceramic tile, vinyl wall protection (in select areas only), Vinyl Corner Guards

§ 1.1.3 The Owner's Estimated Construction Cost upon which the Initial Guaranteed Maximum Price is based:
(Provide total and, if known, a line item breakdown.)

Contractor's Total Initial Guaranteed Maximum Price:	$10,937,177.46
Owners Allowance:	$ 900,000.00
Total	$11,837,177.46

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Detail Design Completion: September 16, 2025

.2 Construction commencement date: November 6, 2025

.3 Substantial Completion date or dates: October 6, 2026

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

N/A

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 *[Intentionally Deleted]*.

§ 1.1.7 Other Project information:

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(Identify special characteristics or needs of the Project not provided elsewhere.)

NA

§ 1.1.8 The Owner identifies the following representative(s)in accordance with Section 4.2:
(List name, address, and other contact information.)

Brian Geier
Vice President, Chief Facilities Management Officer
1500 South Main Street
Fort Worth, Texas 76104
Telephone: 817-702-9998
Email: ALane02@jpshealth.org

with a copy to:

Daphne Walker
Executive Vice President, Chief Legal Counsel
1500 South Main Street
Fort Worth, Texas 76104
Telephone: 817-702-9988
Email: DWalker10@jpshealth.org

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

«**The Project Manager**, who is identified on page one of this Agreement. The Project Manager shall be copied on all communications from the Construction Manager to the Owner.»

§ 1.1.10 In addition to the Architect identified on the first page of this Agreement, the Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Alliance Geotechnical Group

.2 Civil Engineer:

Teague, Nall and Perkins

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

N/A

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Liz Wiggins
HCBeck, Ltd.
464 Bailey Avenue, Suite 210

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Fort Worth, TX 76104

Construction Manager's representative shall be the primary point of contact during all phases of the Work of the Project. Construction Manager shall not furnish a representative over whom Owner has made reasonable and timely objection. Within **five (5)** Days of Owner's reasonable written request, Construction Manager shall replace any representative over whom Owner has made a reasonable objection.

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.4:
(List any Owner-specific requirements to be included in the staffing plan.)

N/A

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

«In addition to other requirements set forth herein, Construction Manager shall comply with the requirements of *Tex. Govt. Code § 2269.255 - § 2269.257* when procuring Subcontractors for performance of the Work.»

§ 1.1.15 Other Initial Information on which this Agreement is based:

.1 JPS will provide NTP for Preconstruction on or before September 15, 2025.
.2 JPS will provide NTP for Construction on or before November 6, 2025.
.3 Issue for Construction Documents (IFC) will be issued on or before September 26, 2025 for the following scope of work:
- .1 Underground Plumbing
- .2 Underground Electrical
- .3 Foundations
- .4 Major MEP Equipment
- .5 Doors, Frames and Hardware

.4 JPS will authorize Early Procurement of the scope identified in 1.1.15.3 on or before November 21, 2025.
.5 100% Construction Documents will be issued on or before December 3, 2025.
.6 JPS will provide final GMP approval on or before February 25, 2026

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change. The Owner shall adjust the Owner's budget for the Final Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without **ten (10)** Days' prior written notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement and its attached Exhibits, the General Conditions of the Contract AIA Document A201-2017 (hereinafter, including all modifications to said document for this Project, the "**A201-2017**"), Supplementary and other Conditions, Owner-Provided Information and documents described in **Exhibit D** attached hereto, Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Final Guaranteed Maximum Price Proposal, the Contract Documents will also include the documents described in Section 3.2.2 and identified in the Final Guaranteed Maximum Price Amendment (**Exhibit A**). The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

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§ 2.1.1 If, and to the extent of, any inconsistency, ambiguity, or discrepancy in the Contract Documents and/or items that can be reasonably inferred by the Contract Documents, precedence shall be given to the Contract Documents in the following order of priority: (1) written Modifications issued after execution of this Agreement, with the Modification bearing the latest date taking precedence; (2) the Final Guaranteed Maximum Price Amendment and its Exhibits, except that any Construction Manager's Clarifications and Assumptions exhibit contained in the Final Guaranteed Maximum Price Amendment shall be given the priority reflected herein; (3) this Agreement; (4) the A201- 2017; (5) Construction Manager's Clarifications and Assumptions, if any, attached to the Final Guaranteed Maximum Price Amendment; and (6) the Drawings and Specifications identified in and incorporated into the Contract Documents, with those addenda and revisions bearing the latest date taking precedence. Without limiting the foregoing, the terms of the Agreement and the A201-2017 shall control over any terms in the Drawings or Specifications inconsistent therewith shall clearly and precisely describe the specification provision, if any, the qualification or clarification seeks to qualify or clarify.

§ 2.1.2 Definitions. Definitions are set forth in the A201–2017 and are incorporated herein by reference.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and other members of the Project Team. Construction Manager shall exercise its best skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision. Construction Manager shall at all times furnish an adequate supply of workers and materials during both the Preconstruction and Construction Phases of the Work. Construction Manager shall perform the Work, including all Preconstruction and Construction Services, in accordance with the Contract Documents and in an expeditious and economical manner consistent with the Owner's interests, Applicable Laws, rules, regulations, and lawful orders of Authorities Having Jurisdiction. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents. Construction Manager shall immediately give written notice to Owner upon its determination that any of the information referenced in the preceding sentence is not being timely provided by Owner, with such notice detailing what information is not being timely provided. Nothing in this Section 2.2 shall be interpreted as creating a fiduciary duty between the parties.

§ 2.2.1 Construction Manager shall provide all services to the Project in a coordinated, careful and harmonious fashion. Construction Manager shall communicate promptly to Owner any and all concerns that Construction Manager may have with regard to the Work, or services of others on the Project, including, without limitation, any defects or potential defects in planning, design, or construction of the Work, and shall cooperate with Owner and other professionals and experts if errors or omissions are discovered in the Contract Documents. If upon review of any plans, Drawings, Specifications or other design documents the Construction Manager discovers a defect, inaccuracy, inadequacy or insufficiency in said documents, the Construction Manager shall promptly report to the Owner, in writing, the existence of any defect discovered, or that reasonably should have been discovered, by the Construction Manager using ordinary diligence, before, during, and after construction and in conformance with Texas law.

§ 2.3. General Conditions.

§ 2.3.1 For both the Preconstruction and Construction Phases, the General Conditions of the Contract are set forth in the A201–2017, as modified for this Project, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 *[Intentionally Deleted].*

§ 2.4 Construction Manager's Insurance and Bonds. The Construction Manager shall purchase and maintain insurance coverages and provide bonds as set forth in **Exhibit B**. Construction Manager will comply, at all times, with all insurance and bonding requirements of Owner. To the fullest extent permitted by law, the Construction Manager shall cause Owner and Indemnitees (as provided in Section 3.18 of the A201-2017) be listed as Additional Insureds on all policies as required in **Exhibit B.** In the event of any failure by Construction Manager to comply with the provisions of **Exhibit B**, Owner may, at its option, with notice to Construction Manager, suspend or terminate this Agreement for cause. Alternatively, Owner may purchase such insurance at Construction Manager's expense.

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ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's responsibilities are described throughout the Contract Documents. Preconstruction Phase responsibilities are further detailed in Sections 3.1 and 3.2 and in the A201-2017. The Construction Manager's Construction Phase responsibilities are further detailed in Section 3.4, in the Final Guaranteed Maximum Price Amendment, and in the A201-2017. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Services

§ 3.1.1 Notice to Proceed. The Preconstruction Services Phase shall be deemed to commence upon the date specified in a Notice to Proceed with Preconstruction Services and shall continue through completion of the Construction Documents and procurement of all major Subcontractor agreements. Construction Manager is not entitled to reimbursement for any costs incurred for Preconstruction Services performed before issuance of the Notice to Proceed by Owner. The listing of Preconstruction Services below should not be construed as a limitation on such services should Construction Manager determine additional services are necessary to fully plan, implement, and timely complete the Work within the Contract Time and Contract Sum. Any such services must be approved by Owner in writing prior to the Services being provided. Preconstruction Services include, but are not limited to, the following:

§ 3.1.2 General. Construction Manager shall visit the proposed Site and inspect the existing facilities, systems and conditions to ensure an accurate understanding of the existing conditions as required. The Construction Manager shall participate in Project Team meetings at scheduled intervals during the Preconstruction Phase and shall advise the Owner on proposed Site use and improvements, selection and availability of labor, materials, building systems and equipment. The Construction Manager shall also provide the Owner with recommendations (consistent with the Owner's Budget and Program) on constructability, availability of materials and labor, time requirements for procurement, installation and construction, use of temporary facilities, and factors related to Cost of the Work, including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions; identification and resolution of conflicts in the proposed Drawings and Specifications as they evolve; methods of delivery and handling of materials, systems, and equipment; traffic, parking and materials and equipment storage in and around the Site; safety issues and available precautions related to the Work; scheduling issues including phased construction and potential fast track scheduling; and any other matters necessary to accomplish the Project in accordance with the Project Schedule. At the Owner's request, the Construction Manager shall attend public meetings concerning the development, design, scheduling, and Work of the Project.

§ 3.1.3 Communication and Reporting. Construction Manager will establish procedures for effective communication and coordination among the Project Team throughout the Preconstruction phase of the Project and shall implement and continuously modify such procedures as necessary. To the extent of an apparent conflict in the sequencing of the Work or services with another service provider, Construction Manager shall report the concern to the Project Manager.

§ 3.1.3.1 Meetings. Construction Manager shall actively participate in all meetings and/or teleconferences to bring the full measure of Construction Manager's collective experience, expertise and recommendations to the Project as it pertains to the overall Project or to a specific discipline including, but not limited to, all explanatory presentations with other Project Team members as may be requested by Owner, and matters concerning the proposed Site use and improvements, selection of materials, and building systems and equipment. Construction Manager shall be responsible for preparing and distributing (on the business day preceding the meeting) to Owner and Project Manager, a written agenda for all meetings, in a form and with such content as reasonably required by Owner. Construction Manager shall attend regularly scheduled and any interim Project progress meetings and fully advise the Owner and Project Team of the Project status including progress, schedule, costs, quality, and proposed changes. Construction Manager shall be responsible for preparing and distributing (on the business day following the meeting) to Owner, Project Manager, and Architect meeting minutes for the meeting, in a form and with such content as reasonably required by Owner, which includes a status report of all pending action items during the performance of the Preconstruction Services.

§ 3.1.4 Staffing and Personnel. Within **ten (10)** Days of execution of this Agreement, Construction Manager shall provide to Owner a list of necessary personnel to assist in performing Preconstruction Services on the Project. Personnel to be utilized during the Construction Phase shall be included in **Attachment 8** to the Final Guaranteed Maximum Price Amendment. Construction Manager represents and warrants to Owner that it and its employees, and its Subcontractors are experienced in providing the Preconstruction Services required under this Agreement. Construction Manager

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understands the complexity involved in this type Project and the necessity of coordinating its services and its Work with the Owner, Architect, Project Manager, and Authorities Having Jurisdiction.

§ 3.1.5 BIM. The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project and shall assist the Project Team to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.6 Coordination of Design and Construction Documents. Construction Manager shall review all Drawings, Specifications, and other Construction Documents as they are developed by the Architect. Construction Manager shall consult with Owner, Architect, and Project Manager on the selection of materials, equipment, component systems, and types of construction used on the Project. Construction Manager will advise Owner on Site use, construction feasibility, availability of labor and materials, procurement time requirements, and construction coordination. Construction Manager shall advise Owner of any error, inconsistency or omission discovered in the Drawings, Specifications, and other Construction Documents. Construction Manager shall advise Owner on reasonable adjustments in the Project scope, quality or other options for keeping the Project cost within the Owner's budget.

§ 3.1.7 Budget and Cost Consultation. Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect, Construction Manager, or Project Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems. The Construction Manager shall provide estimates of construction costs to Owner in cost reports within **ten (10)** Days of receipt of the updated information. The cost reports shall be detailed estimates derived from cost quantity surveys and based on prices for labor, materials, equipment, supplies, overhead and profit and organized as required by Owner. The Construction Manager shall provide continuous cost consultation services throughout the duration of the Project, including identification and tracking of decisions that affect the scope or quality of the Project and providing ongoing updates of their cost and budget impact. Construction Manager shall promptly identify all variances between estimated costs and actual costs during the Construction Phase, and shall promptly report such variances to the Project Team along with recommendations for action, but in any event no more than **three (3) business** days after acquiring such information.

§ 3.1.8 Constructability. Construction Manager shall implement and conduct a constructability program to identify and document Project costs and schedule savings opportunities. The Construction Manager shall prepare a "Constructability Report" that identifies items that, in the Construction Manager's opinion, may negatively impact construction of the Project. The Constructability Report shall address the overall coordination of Project Drawings, Specifications, and details and identify discrepancies that may generate Change Orders or Claims once Project construction commences. The Constructability Report shall be updated at least monthly during the Preconstruction Services Phase.

§ 3.1.9 Phased Construction. The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues and opportunities.

§ 3.1.10 Construction Planning/Procurement Schedule. Construction Manager shall identify equipment or material requiring extended delivery times and advise Owner on expedited procurement of those items and will advise the Owner on the preparation of performance specifications and requests for technical proposals for the procurement and installation of systems and components and for the procurement of long lead items. The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. Construction Manager shall make recommendations to the Project Team regarding organization of the Construction Documents to facilitate the bidding and awarding of construction contracts in a manner that promotes the interests of the Project and the Owner. The recommendations shall take into consideration such factors as time of performance, type and scope of work, availability of labor and materials, overlapping trade jurisdictions, provisions for temporary facilities, comparisons of factory and on-Site production costs, shipping costs, code restrictions, the Owner's goals for S/W/MBE/HUB Subcontractor participation, and other related matters. Construction Manager shall advise Owner of any tests to be performed, and assist Owner in selecting testing laboratories and consultants, without assuming direct responsibility for the work of such laboratories and consultants (if

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applicable).

§ 3.1.10.1 Construction Manager shall review the Construction Documents with the Project Team to eliminate areas of conflict and overlap in the Work to be performed by the various Subcontractors or Owner's Separate Contractors. Construction Manager shall develop bidder's interest in the Project and will develop and refine a bid/proposal strategy that addresses the entire scope of the Work for each phase and stage of the Project for approval by Owner and Project Manager. Construction Manager shall provide an analysis of the types and quantities of labor required for the Project, review the appropriate categories of labor required for critical phases or stages, and make recommendations that minimize adverse effects of labor shortages. Construction Manager shall refine, implement and monitor required S/W/MBE/HUB contracting plans to promote equal employment opportunity in the provision of goods and services to the Project. Construction Manager shall provide an analysis of the types and quantities of materials required for the Project, review and monitor the cost of such materials on an on-going basis, and make recommendations to minimize the adverse effects of material shortages and price volatility of materials. Construction Manager shall consult with and make recommendations to Owner with respect to the acquisition and delivery schedules for fixtures and equipment and include such activities on the Project Schedule.

§ 3.1.10.2 Construction Manager will provide on-going value analysis studies on construction systems and major construction components, including but not limited to the mechanical systems, exterior envelope, structural systems, roofing systems, lighting and power service. The value analysis will be summarized in report format and distributed to the Owner and Project Manager.

§ 3.1.10.3 Construction Manager, with the assistance of the Owner, shall prepare and file all documents required to secure approval and receive permits of all Authorities Having Jurisdiction in a manner so as not to delay the Project Schedule. All requests for reimbursement for any direct costs associated with submitting documents to such Authorities Having Jurisdiction and for permit fees shall be included as Reimbursable Expenses and paid pursuant to Section 5.1.4 of this Agreement.

§ 3.1.11 Safety. Construction Manager shall plan, initiate, maintain, and supervise all safety precautions and programs in connection with the Work of the Project including during Preconstruction Services. Construction Manager shall develop a safety program for the performance of Work during the construction stage which shall be provided to Owner and Project Manager for approval. Construction Manager's safety program shall address activities of all Contractors and Consultants, shall consider any Applicable Laws and Owner Requirements set forth in **Exhibit C**.

§ 3.1.12 Quality Control/Quality Assurance. Construction Manager shall develop and implement a Quality Control Plan to govern all testing, inspection, and review of its Work and the Work of its Subcontractors during the Construction Phase to ensure it complies with Applicable Laws, standards and requirements of Owner and Project Manager, and any insurance requirements. The Construction Manager's Quality Control Plan shall be attached to Final Guaranteed Maximum Price Amendment as **Attachment 12**. At a minimum, Construction Manager's Quality Control Plan shall include identification of the Quality Control supervisor, the details of the proposed Quality Control Plan and implementation of same; production and implementation of Quality Control reports; confirmation that any Quality Control Plan complies with Applicable Law and requirements set forth in any insurance requirements. Construction Manager's Quality Control Plan shall contain a methodology for incorporation of the Quality Control Plan into all subcontracts and appropriate oversight to deliver the Project such that it complies with the Contract Documents in all respects. Construction Manager shall provide Owner and Project Manager Quality Control reports for their review and approval. During the Construction Phase, Owner shall perform Quality Assurance testing.

§ 3.1.13 Scheduling.
§ 3.1.13.1 Within **ten (10)** Days of execution of this Agreement, Construction Manager shall prepare and submit for Owner's information a Preliminary Project Schedule for the Work. Similarly, for each Work Package Authorization issued, a preliminary schedule for the Work to be accomplished under that Work Package Authorization shall be prepared and submitted to the Owner with the proposal for the Work Package Authorization. The Preliminary Project Schedule will include various dates critical to the progress of the Project, including design milestones applicable to the performance of Preconstruction Services set forth in this Section 3.1, deliverables to the Owner, submission of the Final Guaranteed Maximum Price Proposal, mobilization, procurement, installation, testing, commissioning, inspection, the Required Date of Substantial Completion, the Final Completion date, any interim milestone dates, delivery of Close-out Documents, acceptance of all Work required under this Agreement, and any other details required for tracking the progress of the Work. The Preliminary Project Schedule shall be computerized Critical Path Method (CPM) with fully

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editable logic with adequate detail so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities. The Preliminary Project Schedule should address the procurement of long-lead items, Submittal activities, as well as Preconstruction Services milestones and proposed field construction activities anticipated during the Construction Phase. The Preliminary Project Schedule shall not exceed time limits current under the Contract Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by Authorities Having Jurisdiction.

§ 3.1.13.2 Construction Manager shall update the Preliminary Project Schedule monthly, or otherwise as required, during the Preconstruction Services Phase to maintain the Project Schedule. Construction Manager and shall utilize the Preliminary Project Schedule to prepare the Project Schedule and Submittal Schedule required for the Construction Phase in compliance with Section 3.10 of the A201-2017 and which shall be **Attachment 7** to the Final Guaranteed Maximum Price Proposal and which shall, upon approval by Owner, become part of the Final Guaranteed Maximum Price Amendment.

§ 3.2 Initial Guaranteed Maximum Price and Development of Final Guaranteed Maximum Price Proposal

§ 3.2.1 Initial Guaranteed Maximum Price. Based on the Initial Information provided within Article 1, **50% Design Documents** and **Owner's Estimated Construction Cost**, an Initial Guaranteed Maximum Price Proposal will be provided by Construction Manager **within 30 days of issuance of the 50% Design Documents**. Through the performance of Preconstruction Services, Construction Manager will work with Owner, Architect, and other members of the Project Team to fully develop the Drawings and Specifications to enable the Construction Manager to prepare and submit to the Owner a Final Guaranteed Maximum Price Proposal with all information required in Section 3.2.2 below. Construction Manager acknowledges and understands that, other than through an Owner-approved Change Order, **the amount of the Final Guaranteed Maximum Price in the Final Guaranteed Maximum Price Amendment shall not exceed the Initial Guaranteed Maximum Price set forth in this Section 3.2.1.**

§ 3.2.2 Final Guaranteed Maximum Price Proposal. Not later than 30 Days from the Owner's written notice to proceed with the Final Guaranteed Maximum Price Proposal, the Construction Manager shall prepare and submit the Final Guaranteed Maximum Price Proposal to the Owner. The Final Guaranteed Maximum Price Proposal shall include the following documentation, with sufficient background information to establish and support each portion of the Proposal:

.1 A list of the Construction Documents, including Drawings, Specifications, and other information, including any deviations, upon which the Final Guaranteed Maximum Price Proposal is based;

.2 The proposed Schedule of Values/Final Guaranteed Maximum Price Breakdown that includes a written statement of estimated cost organized by trade categories, allowances, Contingency, the Construction Manager's Fee, General Conditions Costs, costs for insurance, and other items that comprise the Final Guaranteed Maximum Price. Any proposed allowances, Contingency and all other costs shall be accompanied with a detailed description and justification of such allowance/Contingency and/or cost amount;

.3 A schedule of the Work consistent with the Owner's requirements based on the Preliminary Project Schedule provided pursuant to Section 3.1.13 above, and including anticipated dates of ordering and delivery of long-lead items, the proposed date the Construction Manager shall achieve the Required Date of Substantial Completion, along with any other critical Interim Milestone dates, and the date of Final Completion;

.4 An enumeration of any assumptions, clarifications, and qualifications if applicable;

.5 A list of allowances and a statement of their bases;

.6 A list of the Construction Manager's key personnel;

.7 A list of accepted alternates included in the Final Guaranteed Maximum Price;

.8 A list of unit prices included within the Final Guaranteed Maximum Price;

.9 A breakdown of Construction Manager's General Conditions Costs based on allowable General Conditions cost categories provided in **Exhibit H** including Construction Manager's labor burden schedule;

.10 An enumeration of Construction Manager-owned equipment rental rates;

.11 A list of all Work Package Authorizations included in the Final Guaranteed Maximum Price;

.12 Construction Manager's Final Quality Control Plan;

.13 The Construction Manager's Final Safety Plan;

.14 The proposed Final Guaranteed Maximum Amendment in draft form with all necessary information completed; and

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.15 Any additional information requested by Owner to enable it to properly evaluate the Final Guaranteed Maximum Price Proposal.

§ 3.2.3 Contingency. In preparing the Construction Manager's Final Guaranteed Maximum Price Proposal, the Construction Manager shall include a contingency to cover those costs that are included in the Final Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. Contingency shall be used to fund (i) increases in the Cost of the Work incurred by the Construction Manager for unforeseen causes to which an allowance is not assigned; or (ii) items not capable of reasonable anticipation at the time the Final Guaranteed Maximum Price Amendment is executed that are not the basis for a Change Order, and then only as follows: (a) the Construction Manager provides the Owner with a written explanation of each requested use of draw upon the Contingency, along with back-up documentation reasonably requested by the Owner, with each Application for Payment in which such draw of Contingency requested, (b) each Application for Payment contains a report aggregating the Construction Manager's use of the Contingency, and (c) each draw on the Contingency is approved **in advance** by the Owner (such approval not to be unreasonably withheld). Any re-allocation of funds from the Contingency to cover increases in the Cost of Work or any other claimed costs by the Construction Manager must be approved by Owner in advance and in writing, such approval not to be unreasonably withheld. The Construction Manager shall include the Contingency amount as a separate line item in the Schedule of Values, and upon the use of part of the Contingency, that part shall be allocated to the applicable line item of the Schedule of Values. In no event shall Contingency be used for any cost incurred that is not a Cost of the Work. Any unused portion of the Contingency shall be returned to Owner.

§ 3.2.4 The Construction Manager shall meet with the Owner and Architect to review the Final Guaranteed Maximum Price Proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Final Guaranteed Maximum Price Proposal, its basis, or both.

§ 3.2.5 Acceptance of the Final Guaranteed Maximum Price Proposal. Owner shall have at least **ninety (90)** Days after receipt of the Final Guaranteed Maximum Price Proposal in which to accept or reject such proposal, unless extended by mutual agreement or in accordance with Section 3.2.6.2. Acceptance of the Final Guaranteed Maximum Price Proposal shall be by written amendment to this Agreement, duly executed by Owner and Construction Manager. The Final Guaranteed Maximum Price Amendment shall include Attachments 1-12 supporting the various items of the Final Guaranteed Maximum Price Proposal (as set forth in Section 3.2.2 above) plus any additional information reasonably required by Owner in support of the Final Guaranteed Maximum Price Amendment. Upon execution of the Final Guaranteed Maximum Price Amendment, the Amendment and its Attachments shall become part of the Contract Documents as **Exhibit A**.

§ 3.2.6 Rejection of the Final Guaranteed Maximum Price Proposal. If Owner, in its discretion, is unwilling or unable to approve the Final Guaranteed Maximum Price Proposal, Owner may, at its election, take one or more of the following actions:

.1 terminate this Agreement by providing the Construction Manager with notice of termination in accordance with Section 13.1 below. Promptly after such termination, upon receipt of final conditional lien waivers documents from the Construction Manager, its Subcontractors and others performing Work, and the receipt of all documents reasonably requested by Owner, Owner shall pay Construction Manager for services performed and authorized in writing by Owner to the point of termination, as full payment for all Work and services performed by the Construction Manager, which shall be the exclusive and total amount due Construction Manager in connection with this Agreement and the termination thereof pursuant to this Section; or

.2 direct the Construction Manager to continue to participate in value engineering exercises so that the Construction Manager can submit another Final Guaranteed Maximum Price Proposal at a reduced cost. Owner shall review the revised Final Guaranteed Maximum Price Proposal submitted and advise Construction Manager of the acceptance or rejection of the revised Final Guaranteed Maximum Price Proposal within **thirty (30)** Days of approval/rejection by the Owner's governing body. If approved, Owner will notify the Construction Manager. If rejected, Owner shall have the right to proceed or to terminate this Agreement as set forth herein. If Owner does not accept or reject the revised Final Guaranteed Maximum Price Proposal within the aforementioned period of time, Construction Manager may notify the Owner of its intention to terminate this Agreement, or, if the parties agree,

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may to continue value engineering efforts for that period of time agreed to establish another revised Final Guaranteed Maximum Price Proposal.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Final Guaranteed Maximum Price Amendment, except as the Owner may specifically authorize in an executed Work Package Authorization or the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Final Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Final Guaranteed Maximum Price Amendment and the revised Contract Documents. To the extent that the Contract Documents are anticipated to require further development, the Final Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.9 The Construction Manager shall include in the Final Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Final Guaranteed Maximum Price Amendment is executed, except those taxes from which the Project or the Owner is otherwise exempt.

§ 3.3 Work Package Authorizations. Owner may identify various portions of the Work that may be ready for construction before it is appropriate to arrive at a Final Guaranteed Maximum Price for the entire Project (a "Work Package"). If the Owner elects to proceed with any Work Packages before the parties arrive at a Final Guaranteed Maximum Price, the Construction Manager shall develop a proposal for "Work Package Authorization" for each Work Package identified by the Owner as follows: The Construction Manager shall prepare a proposal for any particular portion of the Work identified by the Owner as a candidate for a Work Package by preparing a proposed Work Package Authorization. Each proposed Work Package Authorization will include, for the particular Work Package or phase of Work, the information and supporting details set forth for the Construction Manager's Final Guaranteed Maximum Price Proposal in Section 3.2.2 above. Construction Manager will include a site-specific Safety Plan focused on the Work under the particular Work Package. When the proposal for any portion of the Work is agreed upon by the Owner and Construction Manager, the Owner and Construction Manager shall execute the Work Package Authorization that describes the specific scope of Work to be performed and details regarding that Work. Each approved Work Package Authorization will be identified in the Construction Manager's Final Guaranteed Maximum Price Proposal with an explanation of its completion status and the approved amount included within the Final Guaranteed Maximum Price and will be attached to **Exhibit A** as **Attachment 11**. The Work Package Authorization Template is attached as **Exhibit G.**

§ 3.4 Construction Phase

§ 3.4.1 General

§ 3.4.1.1 For purposes of the Construction Phase, the Construction Manager shall at all times comply with this Agreement, the requirements and obligations set forth in the Final Guarantee Maximum Price Amendment, and the requirements of the A201-2017, in addition to all Contract Documents.

§ 3.4.1.2 The Construction Phase shall commence upon the Owner's execution of the Final Guaranteed Maximum Price Amendment or, prior to acceptance of the Final Guaranteed Maximum Price Proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Final Guaranteed Maximum Price Amendment.

§ 3.4.2 Contract Time, Date of Commencement, and Required Date of Substantial Completion. The Date of Commencement, any Interim Milestone Dates, and the Required Date of Substantial Completion shall be set forth in the Final Guaranteed Maximum Price Amendment. The Contract Time shall be measured from the Date of Commencement. Construction Manager shall perform the Work in accordance with the Project Schedule and the dates of Substantial Completion and Final Completion and all Interim Milestone Dates contained in the Final Guaranteed Maximum Price Amendment.

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§ 3.4.2.1 Substantial Completion. The Construction Manager shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. If the Construction Manager fails to achieve Substantial Completion by the Required Date of Substantial Completion as provided in the Final Guaranteed Maximum Price Amendment, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 below. By executing the Final Guaranteed Maximum Price Amendment, the Construction Manager confirms that the Contract Time is a reasonable period for performing the Work.

§ 3.4.2.2 The Construction Manager shall not knowingly, except by agreement or instructions of the Owner in writing, prematurely commence operations on the Site or elsewhere prior to the effective date of insurance required by **Exhibit B** to be furnished by the Construction Manager to the Owner. The Contract Time shall not be adjusted as a result of the Construction Manager's failure to obtain insurance required under this Contract.

§ 3.4.3 Schedule. The Construction Manager shall provide scheduling and periodic updating of the progress of the Work and other necessary schedules in the interest of completing the Work in the most expeditious and economic manner (hereinafter called the "Project Schedule") and as otherwise required by Section 3.10 of the A201-2017. Except as otherwise expressly agreed by Owner and Construction Manager, the Project Schedule shall be and remain consistent with the schedule attached to the Final Guaranteed Maximum Price Amendment as **Attachment 7.**

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall, with reasonable promptness, provide Construction Manager with copies of, or reasonable access to, information and documentation regarding the Project and to the property on which the Project is located. Owner shall also provide information regarding Owner's program which shall set forth Owner's objectives, constraints, and Owner Criteria. Such information may include schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and Site requirements.

§ 4.1.2 Prior to the execution of the Final Guaranteed Maximum Price Amendment, and upon written request by the Construction Manager, the Owner shall provide to the Construction Manager reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract Documents including the information described in *Texas Business and Commerce Code §56.054(e).*

§ 4.1.3 *[Intentionally deleted].*

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to reasonably rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the work.

§ 4.1.4.1 The Owner shall provide as available, to the extent under the Owner's control and if not required by the Contract Documents to be provided by the Construction Manager, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; Hazardous Materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project Site. In addition, Owner shall provide or provide access to necessary soil reports, environmental reports, flood plain analyses, or traffic impact studies in the possession of Owner which may impact the design and/or construction of the Project.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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§ 4.1.4.3 The Owner, when such services are required for the Project, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.4.4 Additional Owner Provided Information and Special Conditions regarding the performance of the Work are set forth in **Exhibit C – Owner's Special Conditions** and **Exhibit D – Owner-Provided Information.**

§ 4.1.5. *[Intentionally Deleted].*

§ 4.1.6 *[Intentionally Deleted]*.

§ 4.2 Owner's Designated Representative
The Owner has identified, in Section 1.1.8 above, its representative(s) authorized to act on behalf of the Owner with respect to the Project. The Owner's representative(s) shall have authority to bind the Owner with respect to certain Project matters requiring the Owner's approval or authorization; however, only to the extent previously delegated in writing by Owner. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative(s).

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 *[Intentionally Deleted].*

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
§ 5.1 Compensation
§ 5.1.1 For the Construction Manager's Preconstruction Phase Services described in Sections 3.1 and 3.2, the Owner shall pay the Construction Manager a Preconstruction Services Lump Sum Fee of [$48,000] (the "Preconstruction Services Fee"). The Preconstruction Services Fee is the total compensation payable to the Construction Manager for the performance of the Preconstruction Services set forth in this Agreement and shall include any reimbursable expenses.

§ 5.1.2 *[Intentionally deleted.]*

§ 5.1.2.1 *[Intentionally deleted].*

§ 5.1.3 *[Intentionally deleted]*.

§ 5.2 Payments
§ 5.2.1 Payments are due and payable within **thirty (30)** Days after approval of the Construction Manager's Preconstruction Invoice by the Owner and the Project Manager, in proportion to services performed. Invoices shall be in such form set forth in **Exhibit E** and shall categorize services provided with such level of detail as prescribed by Owner.

§ 5.2.2 *Tex. Gov't. Code 2251.021* shall govern amounts certified and approved by Owner but remaining unpaid and which are overdue pursuant to said statute.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
§ 6.1 Contract Sum
§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Final Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:
(Percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

« 4.75%

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§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

«The Construction Manager's Fee for changes in the Work shall be based on the **same percentage** as set forth in Section 6.1.2 above, whether the change results in a net increase or decrease. Such fee is agreed by Construction Manager to be reasonable reimbursement for, and in satisfaction of, any increase in indirect overhead or profit on said change. Construction Manager will not charge insurance or bond costs as a percentage increase in any Change Order unless previously approved by Owner and then only based on demonstrated increases in actual cost to Construction Manager. When both additions and deletions covering related Work or substitutions are included in any one change, the increase or decrease in the Construction Manager's Fee shall be calculated on the basis of the net increase or decrease, if any, with respect to the change.»

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

«Any Subcontractor overhead and profit attributable to increases in the cost of its portion of the Work, as evidenced by executed Change Order(s) identifying the same, shall not exceed **ten percent (10%)** for overhead and **five percent (5%)** for profit on the increased cost of its Work. In no event shall the total of overhead and profit payable by the Owner for changes in the Work performed by a Subcontractor and/or sub-subcontractor (regardless of the number of tiers) exceed **fifteen percent (15%)** of the actual direct labor and material cost of the changed Work. Mark-up on any Self-Performed Work will not be charged other than as the Construction Manager's Fee set forth in Section 6.1.2 above.»

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed «**seventy**» percent («**70**» %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages.

§ 6.1.6.1 All time limits stated in the Contract Documents are of the essence. Construction Manager acknowledges and agrees that its failure to meet the deadlines set forth in this Agreement and in the Final Guaranteed Maximum Price Amendment shall be a material breach of the Agreement and that Owner will incur substantial damages due to any failure by the Construction Manager to achieve Substantial Completion on or before the Required Date of Substantial Completion and any Interim Milestone Dates. If the Construction Manager fails to achieve Substantial Completion of the Work by the Required Date of Substantial Completion as such date may be modified in accordance with the terms of the Contract Documents, the Construction Manager shall pay Owner liquidated damages, $1,000 per Day until Substantial Completion of the Work is achieved but Construction Manager shall never be required to pay more than 25% of Construction Manager's Fee in liquidated damages. If the Construction Manager fails to achieve Substantial Completion of certain Interim Milestones(s) by the date(s) set forth in the Final Guaranteed Maximum Price Amendment as may be modified in accordance with the terms of this Agreement, the Construction Manager shall pay Owner liquidated damages, and not as a penalty or forfeiture, the following:

Milestone	Amount per day

until Substantial Completion of such Milestone is achieved.

§ 6.1.6.2 Owner may deduct any liquidated damages from any amounts due the Construction Manager, and/or Owner may require the Construction Manager to pay any liquidated damages, within **ten (10)** Days after Owner's request should the available contract funds be insufficient to cover the liquidated damages assessed against the Construction Manager. If liquidated damages are actually recovered by Owner, the above-stated liquidated damages provided for herein shall be Owner's exclusive damages remedy for the Construction Manager's unexcused failure to achieve Substantial Completion of the Work by the Required Date of Substantial Completion or Substantial Completion of any construction milestone by the Interim Milestone Date(s), but such damages shall in no way limit Owner's other rights (e.g., termination) under the Agreement or Owner's entitlement to damages for any other injury, damage or loss, other than for delay to achieving Substantial Completion of the Work by the Required Date of Substantial Completion or Substantial Completion of certain construction milestone(s) by the Interim Milestone Date(s), for which the Construction Manager may be responsible pursuant to the terms of this Agreement or Applicable Law.

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§ 6.1.6.3 In determining the amount(s) of liquidated damages above, Owner has carefully considered the following categories of damages and has thoughtfully determined such amount(s) accordingly: increased financing charges, cost of relocation of personnel to alternative space, costs for managing an extended schedule, costs for the Architect's or Project Manager's extended involvement, costs of storage of Owner-provided FF&E, lease extension costs, and other numerous damages. Further, the Construction Manager acknowledges and agrees that as of the date this Agreement is executed (i) the amount of damages Owner will incur due to the Construction Manager's failure to achieve Substantial Completion of the Work by the Required Date of Substantial Completion or Substantial Completion of certain construction milestone(s) as required by this Agreement are impossible or difficult to estimate, (ii) the liquidated damages set forth herein are a reasonable pre-estimate of damages that Owner will incur as a result of a delay in achieving Substantial Completion of the Work by the Required Date of Substantial Completion or Substantial Completion of certain construction milestone(s) as required by this Agreement, (iii) that the consequential damages contemplated at the time of this Agreement are uncertain and difficult to determine with exactness, and (iv) that the liquidated damages set forth herein are in proportion to the probable loss.

§ 6.1.6.4 This Section 6.1.6 shall survive the termination of this Agreement. In the event this liquidated damage provision is held to be unenforceable or void (except when the holding is the result of a challenge by Owner), Owner shall be allowed to recover actual damages (both direct and consequential damages) caused by the Construction Manager's failure to achieve the applicable Contract Time requirements to the fullest extent allowed by Applicable Law.

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

« »

§ 6.2 Final Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Final Guaranteed Maximum Price set forth in the Final Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Final Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work as provided in the A201-2017.

§ 6.3.1.1 *[Intentionally deleted]*.

§ 6.3.2 Adjustments to the Final Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Final Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of the A201–2017.

§ 6.3.3 *[Intentionally deleted]*.

§ 6.3.4 In calculating adjustments to the Final Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of the A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work.

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ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.1.1 Cost, as defined herein, shall be actual costs paid or incurred by the Construction Manager, less all discounts, rebates and salvages that are obtained by the Construction Manager, subject to Article 9 of this Agreement. All payments made by the Owner pursuant to this Article 7, whether those payments are actually made before or after the execution of this Agreement, are included within the Final Guaranteed Maximum Price specified in Section 6.2 above. Notwithstanding the breakdown or categorization of any costs to be reimbursed in Sections 7.1 – 7.7 or elsewhere in the Contract Documents, there shall be no duplication of payment in the event any particular items for which payment is requested can be characterized as falling into more than one of the types of reimbursable categories.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.1.4 Construction Manager's General Conditions Costs. Owner and Construction Manager agree that those certain administrative and supervisory personnel costs, direct overhead, and other on-Site costs and expenses incurred by Construction Manager in the performance of its administrative, supervisory, and management responsibilities under the Contract described or itemized in Construction Manager's General Conditions Costs Schedule attached to the Final Guaranteed Maximum Price Amendment as **Attachment 5** shall, notwithstanding the other terms of this Article 7, be reimbursable to the Construction Manager subject to the limitations and restrictions expressly set forth in such Schedule and in **Attachment 5** to the Final Guaranteed Maximum Price Amendment. **Attachment 5.1** to the Final Guaranteed Maximum Price Amendment provides wage/salary, benefits, and labor burden information for the specific personnel included in the administrative, supervisory and management roles in **Attachment 5** to the Final Guaranteed Maximum Price Amendment**.** Notwithstanding anything to the contrary in the Contract Documents, (a) the Construction Manager shall not be entitled to an increase in the General Conditions Costs for any portion of the Work as a result of errors in the Construction Manager's assumptions or changes to the Construction Manager's means and methods of performing the Work; and (b) the total cost to the Owner for all General Conditions Costs for the Work shall in no event exceed the amount set forth on Final Guaranteed Maximum Price Amendment **Attachment 5,** unless such amount is increased by Change Order or the Owner in its sole discretion consents to use the Contingency therefor. The Construction Manager's General Conditions Costs shall be billed each month in an Application for Payment based on actual costs incurred for that month. General Conditions costs shall not be duplicated in other non-General Conditions cost categories.

§ 7.2 Labor Costs

§ 7.2.1 With the Owner's prior written approval, wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the Site or at off-Site workshops. Construction Manager shall, at all times comply with the requirements of prevailing wage rates/requirements of *Tex. Gov't. Code § 2258* and shall pay not less than the wage schedule in compliance with same.

§ 7.2.2 With the Owner's prior approval, wages or salaries of the Construction Manager's supervisory and administrative personnel assigned to the Project, including but not limited to an estimator, scheduler(s), safety personnel, a Project manager, a Project administrator, superintendent(s) and operations managers, but only for that portion of the time required for the Project, all of whom shall be paid as part of Construction Manager's General Conditions Costs set forth in **Attachments 5** and **5.1** to the Final Guaranteed Maximum Price Amendment. Supervisory and administrative personnel providing only a portion of their time to the Project shall be frequently assessed and reviewed by the Construction Manager, Project Manager, and Owner to agree upon the time or percentage of time portioned to the Project.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel assigned to the Project who are engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work on the Project, which shall be paid as Construction Manager's General Conditions Costs set forth in **Attachments 5** and **5.1 to the** Final Guaranteed Maximum Price Amendment.

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§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for employment taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions or other incentive compensation or benefits (but not discretionary or merit bonuses), included as part of Construction Manager's usual compensation package, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3. Such costs are referred to as "Labor Burden" which are included in the rates established in **Attachment 5.1** to the Final Guaranteed Maximum Price Amendment for each position as set forth therein.

§ 7.2.5 The stipulated labor costs provided in **Attachment 5.1** to the Final Guaranteed Maximum Price Amendment shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.2.6 Any labor rates and/or Labor Burden set forth in **Attachments 5 and 5.1** to the Final Guaranteed Maximum Price Amendment are fixed and final for the duration of the Project. Owner shall be entitled to verify the calculation of the fixed rate times the applicable multiplier. Owner agrees that the rates, multipliers and other fixed percentages and amounts applicable to insurance are subject to review and audit.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the Site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage at the Site (subject to other provisions in the Contract regarding stored materials), installation, dismantling, maintenance, removal of materials, supplies, temporary utilities and consumption costs (including those for equipment start-up), temporary facilities, temporary bracing, support, or shoring, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Site less the value of the item when it is no longer used at the Site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.1.1 Utility costs, which shall include all temporary hook-up and/or service charges, temporary power distribution and lighting system and equipment, and costs for coordination, installation, relocation, maintenance and removal of the temporary electrical service.

§ 7.5.2 Rental charges for facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the Site and costs of transportation, installation, minor repairs, dismantling and removal. For tools, machinery or construction equipment owned by and rented directly from the Construction Manager, the rental rate, including freight and delivery costs and all operating expenses except labor, shall be approved in advance by Owner and shall be in accordance with those established by (i) the "Contractor's Equipment Cost Guide," latest edition published by the Associated General Contractors of America, or (ii) the lowest of three (3) competitive bids obtained from equipment leasing companies that have been approved by the Owner before any commitments are made. Such rental costs shall in no event be charged at higher than competitive rental rates prevailing in the Dallas/Fort Worth metropolitan area for similar equipment. In no event shall the aggregate rental cost to Owner exceed the purchase price and maintenance cost of the item. No charge for idle machinery and equipment owned by Construction Manager shall be made by the Construction Manager during the period of any suspension or labor dispute. The total rental cost of any such equipment may not exceed the purchase price of any comparable item on

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the date that the equipment is first rented for the Project. The Construction Manager shall pay any excess rental charges. **Attachment 10** to the Final Guaranteed Maximum Price Amendment shall govern all Construction Manager-owned equipment rental rates.

§ 7.5.3 Costs of removal of debris from the Site of the Work and its proper and legal disposal, which shall be paid as part of Construction Manager's General Conditions Costs as set forth in **Attachment 5**.

§ 7.5.4 Costs of the Construction Manager's Site office, including general office equipment and supplies such as document reproductions, internet service, dedicated data and communication services, teleconferences, Project websites, extranets, electronic communications, delivery charges, telephone service (including cellular service) at the Site and reasonable petty cash expenses of the Site office, which shall be paid as part of Construction Manager's General Conditions Costs as set forth in **Attachment 5.**

§ 7.5.5 Costs of materials and equipment suitably stored off the Site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.5.6 Costs of ice, water containers, cups, fire extinguishers, first aid supplies, safety equipment, fall protection, final cleaning requirements, compliance with trench safety requirements, street and sidewalk expenses, off-Site storage space or facilities, and progress photos, which shall be paid as part of Construction Manager's General Conditions Costs set forth in **Attachment 5**

§ 7.5.7 Costs necessary to maintain proper physical distancing, protection, and safety of all persons and employees who may be affected by the Work and to ensure compliance with any and all Applicable Laws, including Executive Orders by local, State of Texas, or federal government authorities, relating to COVID-19.

§ 7.5.8 All losses resulting from lost, damaged or stolen tools and equipment shall be the sole responsibility of the Construction Manager, and not the Owner. Costs of such losses shall not be reimbursable under this Agreement. However, this limitation is not intended to prevent the Construction Manager from recovering any such loss under the builder's risk insurance furnished by Construction Manager with respect to the Project, to the extent such loss is recoverable thereunder.

§ 7.5.9 With Owner's advance written approval, Construction Manager may procure long-lead time items or large quantities of materials to be incorporated into the Work for the purpose of taking advantage of lower prices or quantity purchase discounts, or addressing potential scheduling issues. Payment for such materials shall be made at the time the materials are incorporated into the Work pursuant to Section 11.1.7.1.3, or when stored off-Site, with Owner's approval. To the extent deposits or advances are required to secure the materials, Construction Manager shall identify the reason and the amount of such deposits and shall seek Owner's approval of same prior to ordering. Construction Manager shall comply with the requirements of Section 9.3.2 of the A201-2017 (as modified for this Project), store, and secure such materials in a bonded warehouse and shall arrange and pay for, as a Cost of the Work, all shipping, storage and insurance costs for said materials.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Insurance Premiums and Deductibles. Owner will pay that portion of premiums for Construction Manager's payment and performance bonds required pursuant to *Tex. Gov't. Code § 2253* and insurance required by this Agreement and specified in **Exhibit B,** that are attributable to this Project. Construction Manager's premium for Builder's Risk Insurance shall be charged as a Cost of the Work based on the Initial Guaranteed Maximum Price and duration. Insurance deductibles and premiums for Subcontractor bonds or Subcontractor default insurance are NOT reimbursable as a General Conditions Cost or Cost of the Work.

§ 7.6.1.1 No charges for self-insurance will be considered as a reimbursable cost under the terms of this Agreement unless the arrangements for self-insurance are first disclosed in writing to Owner and approved by Owner along with a proposed methodology for determining a fair and equitable portion of the actual cost of the self-insurance out-of-pocket costs incurred to settle claims related to Work performed in this Project. In no event shall the charges for self-insurance costs exceed the comparable costs of purchasing conventional insurance at conventional net or modified rates of similar volumes of Work performed under similar conditions.

§ 7.6.1.2 *[Intentionally Deleted].*

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§ 7.6.2 Sales, use or similar taxes imposed by Authorities Having Jurisdiction, that are related to the Work and for which the Construction Manager is liable, except to the extent the Owner is exempt under *Tex. Admin. Code § 3.291*, the *Texas Tax Code Ch. 151*, and/or the Internal Revenue Code.

§ 7.6.3 Fees and assessments for any building permits, licenses, and inspections, including, but not limited to construction-related permits and approvals and expediting of such permits and approvals, including those related to, demolition, sidewalk and/or street closings, traffic control, sidewalk crossing, building and Certificates of Occupancy (permanent and temporary), Certificates of Compliance (permanent and temporary), and any other construction-related permit.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents, including testing A/C system power, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.4.3 of the A201-2017 (as modified for this Project), those related to repeated testing or inspections as a result of failed tests for which reimbursement is excluded by Section 13.4.3 of the A201-2017 (as modified for this Project), or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents except as provided in Section 7.6.5.1 below.

§ 7.6.5.1 *[Intentionally Deleted].*

§ 7.6.6 As set forth in **Attachment 5** to the Final Guaranteed Maximum Price Amendment**,** costs for communications services, electronic equipment, and software, directly related to the Work, located at the Site or used in furtherance of the Work, with the Owner's prior approval.

§ 7.6.7 *[Intentionally Deleted. See Section 7.5.4].*

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 *[Intentionally Deleted].*

§ 7.6.10 With the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation, and temporary living allowances, of the Construction Manager's personnel required for the Work.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling, in accordance with Owner's travel policy, and in discharge of duties connected with the Work. Such expenses incurred by employees of the Construction Manager not permanently stationed at the field office must be approved in advance by the Owner. Commuting expenses are specifically not reimbursable.

§ 7.6.12 Costs incurred for performing surveying, field engineering and layout services required by the Contract Documents.

§ 7.6.13 Costs relating to personnel, such as employee credentialing and identification materials, costs of the safety program, temporary barriers, signage and controls.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 7.7.2 Reasonable costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of the A201–2017 (as modified for this Project).

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them

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may be liable; provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 *[Intentionally Deleted]***.**

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner in writing of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- **.1** Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the Site office, except as specifically provided in Section 7.2;
- **.2** Expenses of the Construction Manager's principal office and offices other than the Site office, except as to Project-related services such as scheduling, estimating or accounting and then only for such time or in such amount as relates to the Project and only as authorized in Section 7.2.2;
- **.3** Overhead, bonus, profit-sharing, incentive compensation, and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- **.4** The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- **.5** Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence, lack of care, or failure of the Construction Manager, Subcontractors, and/or suppliers (or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable) to fulfill a specific responsibility of or comply with the Contract Documents, to coordinate its Work with Owner's Separate Contractors or to fulfill a specific responsibility of the Agreement, or costs for the correction of damaged, defective or non-conforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, costs for any re-tests or re-inspections required, and costs incurred in making good damage to property not forming part of the Work;
- **.6** Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- **.7** Costs, other than costs included in Change Orders approved by the Owner, that would cause the Final Guaranteed Maximum Price to be exceeded; and
- **.8** Costs for services incurred during the Preconstruction Phase;
- **.9** Except as provided in Section 7.6.1 above, premiums, losses and expenses for or related to (i) Construction Manager's insurance program, (ii) Subcontractor default insurance, (iii) Subcontractor payment and performance bonds, and (iv) lost, damaged, or stolen tools or goods not covered by insurance or items within the deductible. Insurance deductibles under insurance policies secured for the Project in accordance with **Exhibit B** are not reimbursable and will not be paid as a Cost of the Work.
- **.10** Overtime wages or salaries (and fringe benefits related thereto) incurred by the Construction Manager as a result of the Construction Manager's unexcused failure to perform the Work in accordance with the Project Schedule, unless the Construction Manager has received the Owner's prior consent to incur such overtime;

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.11 Fines, penalties, sanctions or impositions assessed or imposed by any Authority Having Jurisdiction, instrumentality or tribunal arising from the fault of Construction Manager or its Subcontractors or any tier;

.12 Costs incurred by Construction Manager resulting from the failure of Construction Manager or its Subcontractors to coordinate their Work with that of Owner and its Separate Contractors, if any, after agreeing to the schedules therefor, or failure of Construction Manager to comply with directives of Owner not in conflict with said schedules;

.13 Any cost or portion thereof that duplicates in whole or in part any other cost or portion thereof that has been charged to or has been paid separately by Owner; and

.14 Sales and use taxes from which Owner is exempt under *Tex. Admin. Code § 3.291*, *Tex. Tax Code Ch. 151*, and/or the Internal Revenue Code.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained. The Construction Manager shall not obtain for its own benefit any discounts, rebates or refunds in connection with the Work prior to providing the Owner with **seven (7)** Days prior notice of the potential discount, rebate or refund so that the Owner can take advantage of it in accordance with the requirements of this Section 8.1.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 8.3 Construction Manager shall make reasonable efforts to provide Owner with timely notice of all available discounts, rebates, refunds and returns (hereinafter referred to collectively as "discounts"). The Construction Manager shall not obtain for its own benefit any discounts in connection with the Work prior to providing the Owner with reasonable, prior notice of the potential discount and an opportunity to furnish funds necessary to obtain such discount on behalf of the Owner in accordance with the requirements of this Section 8.3.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. Construction Manager shall not retain any Subcontractor, supplier or other person or organization, whether initially or as a substitute, against whom Owner shall have reasonable objection. Construction Manager shall not substitute Subcontractors without the acceptance of Owner. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Final Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall be consistent with and bind the Subcontractors to the terms and conditions of the Contract Documents and shall conform to the applicable payment provisions of this Agreement. No trade work shall be performed by Construction Manager, or any entity related to or affiliated with Construction Manager, except as provided in *Tex. Govt' Code 2269.255*. If a Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 11 below. Construction Manager shall furnish to Owner a copy, at Owner's request, of each first-tier subcontract promptly after its execution. Construction Manager agrees that Owner has no obligation to review or approve the content of such contracts and that providing Owner such copies in no way relieves Construction Manager of any of the terms and conditions of the Contract, including, without limitation, any provisions of the Contract which require the Subcontractor to be bound to Construction Manager in the same manner in which Construction Manager is bound to Owner.

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§ 9.3 If Construction Manager intends to (i) perform Work itself or (ii) award a subcontract to any entity related to or affiliated with Construction Manager, other than supervision of the Work, the Construction Manager or its affiliated or related entity shall include such self-performance in the bid/proposal strategy. Construction Manager shall bid the Work at least twenty-four (24) hours prior to receiving bids from other parties. Construction Manager must also obtain at least three (3) additional competitive bids from Subcontractors and from suppliers of materials or equipment fabricated for the Work and shall deliver such bids to the Owner for review and approval unless the Owner directs otherwise. The Owner may be present when all bids are received. If the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner, the Owner may allow the Construction Manager to self-perform Work. Construction Manager must perform such Work in accordance with the same terms and conditions as its other Subcontractors. For payment purposes, the Construction Manager shall account for self-performed Work in the same manner as it does all other Subcontractor costs. In the event an adjustment is required to the cost of any awarded self-performed Work the awarded amount shall be treated as a lump sum amount and any adjustment to said amount must be approved through the Change Order process identified in Section 7.2 of the A201-2017.

§ 9.4 Value engineering or cost saving alternative proposals contained in any Construction Manager or Subcontractor bids must be set forth as alternates to bid required by Drawings or Specifications. Construction Manager shall consult with Owner before awarding any alternates to Subcontractors and shall provide Owner with a copy of each proposed alternate for Owner's review and acceptance. The term "value engineering" used in conjunction with this Agreement or the Project or the Work has its commonly accepted meaning within the construction industry and does not imply the practice of architecture or engineering with or without a license.

§ 9.5 Construction Manager shall include in each Subcontract a provision permitting Construction Manager to assign to Owner each Subcontract upon termination of this Agreement pursuant to Section 14.2 or Section 14.4 of the A201-2017. Each Subcontract shall contain a provision that upon assignment of each Subcontract to Owner, Subcontractor shall assume toward the Owner all of the obligations and responsibilities which the Construction Manager, by the Contract Documents, assumes toward the Owner.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, Drawings, receipts, Pencil Draws, formal Applications for Payment, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract and the Preconstruction Services, Construction Services, and Work hereunder, including but not limited to all records and back-up documentation relating to reimbursable expenses and Cost of Work items. The Construction Manager shall preserve these records for a period of **five (5)** years after final payment, or for such longer period as may be required by Applicable Law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon the Schedule of Values approved by Owner, Applications for Payment submitted to the Owner and the Architect by the Construction Manager (including all supporting documentation, as hereinafter provided), and Certificates for Payment issued by the Project Manager, the Owner shall make progress payments to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be **one (1)** calendar month ending on the last day of the month.

§ 11.1.3 Application for Payment Process

§ 11.1.3.1 Pencil Draw. No later than the **20th Day** of the month (or the next business day if the 20th is not a business day), the Construction Manager shall submit to the Architect, Project Manager, and Owner, a preliminary draft of that month's Application for Payment (the "Pencil Draw") for review by Owner, Architect, and Project Manager. On or about the **25th Day** of the month (or the next business day if the 25th is not a business day), the Owner, Architect, Project Manager, Construction Manager, and other members of the Project Team as required by Owner, shall meet to review

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the Pencil Draw and to observe the condition of the Work to determine whether the Work is of the quality required by the Contract Documents and has progressed in quantity to the point indicated in the Application for Payment. Based on this review, the Owner, Project Manager and/or Architect may require modifications to the Pencil Draw. Construction Manager shall revise the Pencil Draw in accordance with any objections or recommendations of the Owner, Architect, or Project Manager that are consistent with the requirements of the Contract Documents. The Construction Manager shall resubmit to the Project Manager and the Architect the corrected Pencil Draw as the formal Application for Payment, which Application shall be due no later than the **last** Day of the month. All formal Applications for Payment shall be notarized. The Construction Manager shall also submit with each Application for Payment such supporting documentation as required in this Section 11.1.3 and a written narrative describing the basis for any item set forth in the Application for Payment that does not conform to instructions of the Owner, Project Manager, or the Architect in connection with any applicable Pencil Draw. Upon receipt of the formal Application for Payment, the Architect and Project Manager shall each certify that, based on the Architect's and Project's Manager's inspections at the Site, the data comprising the Application for Payment, and their knowledge of the Contract Documents, the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information, belief and Standard of Care, the quantity and quality of the Work is in accordance with the Contract Documents. The Project Manager shall then issue the Certificate for Payment.

§ 11.1.3.2 Provided that the final Application for Payment, including supporting documentation as required in this Article 11 and in Section 9.3 of the A201-2017 (as modified for this Project), as certified by the Project Manager, is received by the Owner not later than the **last** Day of a month, the Owner shall make payment to the Construction Manager of the amount certified by the Project Manager not later than the **thirtieth (30th)** Day of the following month, in accordance with *Tex. Gov't. Code § 2251*. If an Application for Payment is received by the Owner and Project Manager after the application date fixed above, payment of the certified amount shall be made by the Owner not later than **thirty (30)** Days after the Project Manager certifies the amount due and owing in the Certificate for Payment. For purposes of *Tex. Gov't. Code § 2251.021(2)* and *(3)*, the "date of performance/receipt of invoice" is the date the Project Manager signs the formal Application for Payment. No Application for Payment is complete unless it fully reflects all required modifications, attaches all required supporting documentation, and is certified by the Project Manager. Construction Manager shall make payment to Subcontractors in the appropriate amounts not later than the **tenth (10th)** Day after the date Construction Manager receives payment or otherwise in accordance with *Tex. Gov't. Code § 2251.022*.

§ 11.1.4 The Application for Payment shall be made in the AIA G702 and G703 format or other such format required by Owner based on the percentages of completion and the approved Schedule of Values set forth in **Attachment 1** to **Exhibit A**, the Final Guaranteed Maximum Price Amendment**.** Construction Manager shall submit with each Application for Payment any reports, documentation, and evidence required by the Owner or Architect to substantiate the Construction Manager's Application for Payment, including, but not limited to, payrolls, petty cash accounts, receipted invoices, or invoices with check vouchers attached, to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed (1) progress payments already received by the Construction Manager; less (2) that portion of those payments attributable to the Construction Manager's Fee; plus (3) payrolls for the period covered by the present Application for Payment. Construction Manager shall, in each Application for Payment provide certification that, to the best of its knowledge, information and belief, the Work has been performed in accordance with this Agreement and the Contract Documents.

§ 11.1.5 Each Application for Payment shall be based on the Schedule of Values submitted by the Construction Manager in accordance with the Contract Documents as approved by Owner. The Schedule of Values shall allocate the entire Final Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee, Construction Manager's General Conditions Costs, any allowances, and Contingency shall be shown as separate items. With each Application for Payment, the Construction Manager shall also provide copies of all Subcontractors' monthly applications for payment to substantiate the Construction Manager's Application for Payment.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the percentage of that portion of the Work that has actually been completed and is supported by documentation required by Owner as set forth in Sections 11.1.4, 11.1.5, and 11.1.6.1. Applications for Payment shall not include requests for payment for portions of the Work for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Construction Manager intends to pay.

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§ 11.1.6.1 In addition to other items required for payment in Section 9.3 of the A201-2017 (as modified for this Project), and as set forth above, each Application for Payment shall be accompanied by the following documentation, statements and information, as conditions precedent to payment, all in form and substance reasonably satisfactory to the Owner and in compliance with applicable state statutes:

.1 an Excel spreadsheet identifying all Subcontractors (including vendors and material suppliers) together with a brief description of the scope of work for each (i.e., masonry, HVAC, etc.), the subcontract amount for the scope of work and any retainage agreement. Said information shall be required to be furnished with the first Application for Payment. Each Application for Payment thereafter shall identify the Subcontractor, the total contract amount and the amount requested in the particular Application for Payment for each Subcontractor and shall be accompanied by the information required in Section 11.1.4 above. Construction Manager may reference the latter back to the Schedule of Values by line item number or other reference point approved by Owner;

.2 an updated Project Schedule including executive summary and all required schedule reports;

.3 an updated Submittal Log and Change Order log;

.4 a duly executed Unconditional Waiver and Release on Progress Payment from the Construction Manager on the Texas statutory form that waives all liens or claims for payment for the Work covered by the previous Application for Payment paid by Owner and a Conditional Waiver and Release on Progress Payment on the Texas statutory form that waives all liens or claims for payment for the Work by the Application for Payment being submitted, conditioned upon and to the extent of payment received;

.5 a duly executed Unconditional Waiver and Release on Progress Payment from each Subcontractor on the Texas statutory form that waives all liens or claims for payment for the Work covered by the previous Application for Payment paid by Owner and a Conditional Waiver and Release on Progress Payment on the Texas statutory form that waives all liens or claims for payment for the Work by the Application for Payment being submitted, conditioned upon and to the extent of payment received; and

.6 if payments are to be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored on the Site, or at some other location agreed upon in writing, such payments shall be conditioned upon submission to Owner of bills of sale or other commercially reasonably procedures reasonably satisfactory to Owner to establish Owner's title to such materials or equipment or otherwise protect Owner's interest. Any materials stored off-Site must be stored in compliance with Section 9.3.2 of the A201-2017 (as modified for this Project).

§ 11.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Final Guaranteed Maximum Price properly allocable to completed Work as determined in the Schedule of Values, not to exceed the actual Cost of the Work incurred by Construction Manager for such period. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of the A201–2017 (as modified for this Project);

.2 That portion of the Final Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the Site at a location agreed upon in writing and in conformance with Section 9.3.2 of the A201-2017 (as modified for this Project);

.3 That portion of the Costs allocable to specially fabricated materials or other orders requiring advance deposits or interim payment before completion and/or delivery, which advances shall be made as approved by Owner;

.4 the Construction Manager's Fee (subject to Section 11.1.8). The Construction Manager's Fee shall be computed upon the Cost of the Work described in Sections .1 and .2 above at the rate stated in Section 5.1. No Fee will be paid on approved Change Orders to the extent Construction Manager has already include Fee in said Change Order.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 Retainage as set forth in Section 11.1.8;

.2 The aggregate of previous payments made by the Owner;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor unless the Work has been performed by others the Construction Manager intends to pay;

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.4 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.5 Amounts, if any, for which the Owner or Project Manager has withheld or nullified a payment as provided in Sections 9.4.3 or 9.5 of the A201–2017 (as modified for this Project).

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Final Completion of the Work, the Owner may withhold five percent (5%) of the total Application for Payment being submitted. Retainage will be managed in conformance with *Subchapter B, Tex. Gov't. Code § 2252*. Construction Manager shall not withhold retainage from Subcontractors in amounts that are any percentage greater than that withheld in this Section 11.1.8.1. Any reduction or release of retainage, or portion thereof should Owner decide to do so, shall not be a waiver of (1) any of the Owner's rights to retainage in connection with other payments to the Construction Manager or (2) any other right or remedy that the Owner has under the Contract Documents, at law, or in equity.

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Directly purchased materials and General Conditions

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 12.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

N/A

§ 11.1.8.3 *[Intentionally deleted].*

§ 11.1.9 *[Intentionally deleted].*

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the Site in accordance with Section 9.3.2 of the A201-2017 and as otherwise provided in the Contract Documents.

§ 11.1.11 As set forth in Section 11.1.6.1.1, in addition to other required items, such Application for Payment shall be accompanied by a duly executed and acknowledged Construction Manager's statement showing all Subcontractors with whom the Construction Manager has entered into subcontracts, the amount of each subcontract, the amount requested for any Subcontractor in the Application for Payment and the amount to be paid to the Subcontractor from such progress payment; conditional lien waivers from the Construction Manager and all Subcontractors, all invoices received from vendors; and such other information, documentation and materials as the Owner, the Project Manager, or the Architect may reasonably require. With each Application for Payment, the Construction Manager shall also provide copies of all Subcontractors' monthly applications for payment to substantiate the Construction Manager's Application for Payment. If the Construction Manager fails to make timely payment of a Subcontractor Payment Amount, the Owner, at is sole election, may issue joint checks payable to the Construction Manager and the Subcontractor and/or may directly pay the Subcontractor, and such payments shall be deemed to be payments to the Construction Manager under this Contract. The Owner's right to elect to issue joint checks or make direct payments shall not give rise to an obligation of the Owner to do so for the benefit of the Construction Manager, a Subcontractor, a Sub-subcontractor, or anyone else.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Owner, Architect, and Project Manager shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Owner, Architect, or Project Manager have made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4, 11.1.5. or 11.1.6, or other supporting data; (2) that neither the Owner, Architect, nor the Project Manager have made exhaustive or continuous on-Site inspections; or (3) that the Owner, Architect, or the Project Manager has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

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§ 11.2 Final Payment

§ 11.2.1 Neither Final Payment nor any remaining retained amount shall become due, and the Project shall not be deemed to have reached Final Completion, until all of the following have occurred:

.1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of the A201–2017 (as modified for this Project) and to satisfy other requirements, if any, that extend beyond Final Payment or which otherwise necessarily survive Final Payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment and the Owner's auditors have approved same for payment;

.3 a final Certificate for Payment has been issued by the Project Manager after completion of the audit process set forth in Section 11.2.2 below;

.4 Owner has received satisfactory Record Drawings from Architect reflecting the location of the Work on the Site in accordance with the Drawings and Specifications as modified through Change Orders;

.5 Owner has received confirmation of approval of such completion by the Texas Department of Health and Human Services, if required, and any Authorities Having Jurisdiction, as evidenced by a certificate of occupancy or similar final inspection certificate; provided, however, that if the Construction Manager may only obtain a temporary certificate of occupancy due to (i) Owner's failure to complete Owner's obligations that are conditions precedent to obtaining a permanent certificate of occupancy and (ii) additional requirements made by Authorities Having Jurisdiction covering the items not in this Contract, then Final Payment shall be made on the basis of such temporary certificate of occupancy;

.6 Owner has received from Construction Manager a certificate evidencing that insurance required by the Contract Documents to remain in force after Final Payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30)** Days' prior written notice has been given to the Owner;

.7 Owner has received a written statement that the Construction Manager knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents;

.8 Owner has received consent of surety to Final Payment;

.9 Project Manager has provided certification that all of the requirements for Substantial Completion under Section 9.8 of the A201-2017 have been met and all Work, including all Punchlist items, commissioning of equipment, and training of Owner's staff, has been fully and finally completed;

.10 Construction Manager has provided a complete list of Subcontractors and principal material and equipment suppliers, including addresses, telephone numbers, and name of individuals to contact who are familiar with the Project (including the Construction Manager);

.11 Construction Manager has provided one (1) digital copy and two (2) hardcopies of files of all maintenance and operating manuals;

.12 Construction Manager has provided hardcopy and digital files of all written guarantees and warranties in the form prescribed by the Contract Documents;

.13 Construction Manager has provided one (1) copy of a quantity survey which breaks down the final Cost of the Work by square foot, by discipline or trade, by department (as defined by Owner), and by any other criteria required by the Owner at the time of Final Completion;

.14 Owner has received a duly executed Unconditional Waiver and Release on Progress Payment from the Construction Manager on the Texas statutory form that waives all liens or claims for payment for the Work covered by all previous Applications for Payment paid by Owner and a Conditional Waiver and Release of Lien on Final Payment waiving the Construction Manager's constitutional and statutory mechanic's lien or any other claim for payment, conditioned upon receipt of payment and a bills paid affidavit which conforms to the provisions of *Tex. Prop. Code § 53.085*;

.15 Owner has received duly executed Unconditional Waiver and Release on Progress Payment documents from all Subcontractors on the Texas statutory form that waives all liens or claims for payment for the Work covered by all previous Applications for Payment paid by Owner and Conditional Waiver and Release on Final Payment documents from each Subcontractor, waiving, upon receipt of Final Payment, any and all mechanic's liens or any other claim for payment; and

.16 Construction Manager has satisfied the remaining close-out procedures and provided Owner all documentation requested by Owner and all other conditions precedent to Final Payment described in the Contract Documents have been satisfied.

All documents including scanned copies of required signed originals shall be acceptable in digital format. Payments which may otherwise become due to the Construction Manager at or following the point of Substantial Completion shall

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be withheld contingent upon receipt of the above and all other requirements for Final Payment. Owner's acceptance of these items is required for Final Payment.

§ 11.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within a commercially reasonable period of time after delivery of the final accounting to the Owner. Based upon such Cost of the Work as the Owner's auditor's report determines to be substantiated by the Construction Manager's final accounting, provided the other conditions of Section 11.2.1 have been met, the Project Manager will, within **ten (10)** Days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Project Manager's reasons for withholding a certificate as provided in Section 9.5.1 of the A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Section 9.4.1 of the A201–2017 (as modified for this Project).

§ 11.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to initiate final resolution of the dispute pursuant to Article 15 of the A201-2017. Pending a final resolution of the disputed amount, the Owner may pay the Construction Manager the amount determined by the Owner's accountant to be due the Construction Manager.

§ 11.2.4 The Owner's Final Payment to the Construction Manager shall be made no later than **thirty (30)** Days after satisfaction of all of the conditions set forth in Section 11.2.1 above and the issuance of the final accounting set forth in Section 11.2.2.

§ 11.2.5 Construction Manager will provide Unconditional Waiver and Release on Final Payment documents, executed by Construction Manager and all Subcontractors within **ten (10)** Days of receipt of Final Payment from Owner or in the case of Subcontractors, from Construction Manager.

§ 11.2.6 If, subsequent to Final Payment and at the Owner's request, the Construction Manager incurs costs described in Section 7.1-7.7 and not excluded by Section 7.9 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs together with the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to Final Payment, but not in excess of the Final Guaranteed Maximum Price.

§ 11.3 Interest

Payments due and unpaid under this Agreement shall bear interest from the date payment is due at the rate stated below, only as allowed under *Tex. Gov't. Code § 2251.021 et seq*.

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

[Intentionally deleted].

§ 12.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[« »] Arbitration pursuant to Article 15 of AIA Document A201–2017

[«X»] Litigation in a court of competent jurisdiction

[« »] Other: *(Specify)*

« »

§ 12.2.1 Limitation on Damages. Notwithstanding anything contained herein or elsewhere in the Contract Documents to the contrary, the total amount of money recoverable from Owner (as a hospital district), on a claim for breach of contract is limited as set forth under Texas law. An award of damages may not include consequential damages (except as allowed pursuant to *Tex. Local Gov't Code § 271.153(b)(1)*), exemplary damages, or damages for unabsorbed home office overhead. Nothing in this Agreement shall be construed as a waiver of sovereign immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Owner. The failure

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to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the under this Agreement or under Applicable Law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Final Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Final Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than **ten (10)** Days' written notice to the Construction Manager.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase Services performed to the date of the notice of termination together with Reimbursable Expenses then due. Under no circumstances will Owner be responsible for any damages disallowed under Texas law given Owner's status as a hospital district and Owner specifically reserves all rights, remedies and defenses allowed under Texas law. Further, in no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Final Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than **seven (7)** Days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase Services and Work performed prior to receipt of a notice of termination together with Reimbursable Expenses then due. Under no circumstances will Owner be responsible for any damages disallowed under Texas law given Owner's status as a hospital district and Owner specifically reserves all rights, remedies and defenses allowed under Texas law. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Final Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 *[Intentionally deleted].*

§ 13.1.7 If the Owner suspends the Project, the Construction Manager shall be compensated for the Work performed prior to notice of such suspension. The Construction Manager's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.2 Termination or Suspension Following Execution of the Final Guaranteed Maximum Price Amendment

The Contract may be terminated or suspended by the Owner or terminated by the Construction Manager as provided in Article 14 of the A201–2017.

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ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of the A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

[AIA original language intentionally deleted. See Section 13.2 of the A201.].

§ 14.3 Insurance and Bonds

*[AIA original language intentionally deleted. See **Exhibit B** for Insurance Requirements and Article 11 of the A201-2017.]*.

§ 14.4 Written Notice. Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if made in writing and delivered by hand delivery, or certified mail, return receipt requested, and confirmed by first class mail, postage prepaid, or deposited in the United States Mail, postage prepaid, addressed to the respective representative and to the respective addresses set forth below:

IF TO THE OWNER:

with a copy to:

Daphne Walker
Executive Vice President, Chief Legal Counsel
1500 South Main Street
Fort Worth, Texas 76104
Telephone: 817.702.9988
Email: dwalker10@jpshealth.org

IF TO THE PROJECT MANAGER:

Ramel Company
3320 Tex Blvd
Fort Worth, TX 76116
Telephone: 817-800-5791
Email: ramonjr@ramelcompany.com

IF TO THE CONSTRUCTION MANAGER:

Scot Bennett, Regional Director
HCBeck, Ltd.
464 Bailey Ave, Suite 210
Fort Worth, TX 76107
Telephone: 817-255-7808
Email: scotbennett@beckgroup.com

with a copy to:

Phillip Green, General Counsel
HCBeck, Ltd.
1601 Elm Street, Suite 2800
Dallas, TX 75201

Telephone: 214-303-6889

Email: phillipgreen@beckgroup.com

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The parties may change the address where or the individual to whom notice is to be given by providing notice of such change pursuant to this Section 14.4. Nothing contained in this Section 14.4 shall be construed to restrict the transmission of routine communications between representatives of the Owner and the Construction Manager via electronic mail so long as verification of receipt can be obtained.

§ 14.5 Capitalization
Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 14.6 Attorneys' Fees and Severability. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the Court shall determine the prevailing party and award to such prevailing party, in addition to any other relief to which such party is entitled to recover, its reasonable attorneys' fees, expert witness fees, costs, and other reasonable expenses incurred in such proceeding, but only insofar as allowed under Applicable Law.

§ 14.7 Partial Invalidity. The invalidity of any part or portion of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the remainder of the Contract Documents. To the extent any provision or portion thereof in this Agreement or the Contract Documents is held to be void, voidable, invalid, or unenforceable, then the remainder of this Agreement will not be affected thereby and will remain valid and fully enforceable and the parties agree that to the extent possible, any provision that is determined void, voidable, invalid or unenforceable will be reformed to the minimum extent necessary to make it valid and enforceable and will be enforced and enforceable as reformed.

§ 14.8 Survival. All provisions of the Contract that by their nature survive termination of this Contract or Final Completion of the Work, including, without limitation, all warranties, indemnities, indemnity obligations, confidentiality obligations, and obligations to arbitrate or litigate disputes, shall remain in force and effect after Final Completion or any termination of the Contract.

§ 14.9 Multiple Counterparts. This Contract may be executed in multiple original counterparts, each of which shall be of equal dignity. Faxed or electronically scanned signatures shall be sufficient for the execution and delivery of this Contract.

§ 14.10 Owner's Special Terms, Conditions, and Protocols. Owner hereby incorporates **Exhibit C – Owner's Special Conditions** and **Exhibit D – Owner-Provided Information** into this Agreement, together with all other Exhibits.

§ 14.11 Independent Contractor. In performing its obligations hereunder, Construction Manager shall be deemed an independent contractor and not an agent or employee of Owner.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as modified for this Project;

.2 The following Exhibits:
Exhibit A, Final Guaranteed Maximum Price Amendment, once executed
Attachment 1: Final Guaranteed Maximum Price Breakdown
Attachment 2: Accepted Alternates
Attachment 3: Unit Prices
Attachment 4: Assumptions/Clarifications/Qualifications
Attachment 5: Construction Manager's General Conditions Costs
Attachment 5.1: Construction Manager's Labor Burden Schedule
Attachment 6: Allowances
Attachment 7: Project Schedule

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Attachment 8: List of Key Personnel
Attachment 9: List of Drawings and Specifications
Attachment 10: Construction Manager-Owned Equipment Rental Rates
Attachment 11: Approved Work Package Authorizations in Final Guaranteed Maximum Price
Attachment 12: Construction Manager's Quality Control Plan

Exhibit B: Insurance and Bonding Requirements
Exhibit B-1: Form of Performance Bond
Exhibit B-2: Form of Payment Bond
Exhibit B-3: Form of Bid Bond

Exhibit C: Owner's Special Conditions
Exhibit D: Owner-Provided Information
Exhibit E: Preconstruction Invoice Format
Exhibit F: Preconstruction Hourly Rates/Salaries/Wages
Exhibit G: Work Package Authorization Template
Exhibit H: General Conditions Cost Template

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified for this Project

This Agreement is entered into as of the day and year first written above.

OWNER:	**CONSTRUCTION MANAGER:**
TARRANT COUNTY HOSPITAL DISTRICT D/B/A JPS HEALTH NETWORK	**HCBECK, LTD.**
(Signature)	*(Signature)*
« » « »	« » « »
(Dr. Karen Duncan, CEO	*Scot Bennet, Regional Director*

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AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Health Center for Women
175 W Magnolia
Fort Worth, TX 76104

THE OWNER:
(Name, legal status and address)

TARRANT COUNTY HOSPITAL DISTRICT D/B/A JPS HEALTH NETWORK
1500 South Main Street
Fort Worth, Texas 76104
Attn: Kim Arnold
Telephone: 817-702-4006
Email: karnold01@jpshealth.org

THE ARCHITECT:
(Name, legal status and address)

Hoefer Welker
500 N. Akard St., Ste 2450
Dallas, TX 75201

THE CONTRACTOR:
(Name, legal status and address)

HCBeck, Ltd.
464 Bailey Avenue, Suite 210
Fort Worth, TX 76104

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

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9 PAYMENTS AND COMPLETION

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

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15 CLAIMS AND DISPUTES

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 Agreement. The "Agreement" means the *Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price* AIA A102, as modified for the Project.

§ 1.1.2 Applicable Law. "Applicable Law" or "Applicable Laws" means any and all laws, statutes, rules, regulations, ordinances, codes, permits, or orders of any federal, state, or local Authorities Having Jurisdiction over the Project (including but not limited to the City of Fort Worth), all as in effect as of the date of the Agreement and as amended during the term of the Contract including those governing labor, equal employment opportunity, safety, and environmental protection, and further including, without limitation, (i) all applicable zoning ordinances, building codes, and fire and life safety codes; (ii) all accessibility laws and codes including but not limited to the Texas Accessibility Standards of the Architectural Barriers Act (TAS), *Chapter 469 of the Texas Government Code*, Elimination of Architectural Barriers, the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101), the 2010 ADA Standards for Accessible Design, and current ADAAG Standards; (iii) all standards relating to construction, inspection, and safety of hospitals set forth in *Tex. Admin. Code §133* particularly including, but not limited to Subchapter F, H and I and *Tex. Admin. Code § 135*, particularly including, but not limited to Subchapters B and C, excluding the development, implementation, or enforcement of any operational policy or plan, periodic inspection requirements following the issuance of the Certificate of Occupancy, and any "reporting" required of Owner by *Tex. Admin. Code §135*; (iv) occupational safety acts and requirements applicable to the Project, including United States Occupational Safety and Health Administration requirements and related federal and state regulations; (v) requirements of the Fair Labor Standards Act and applicable state wage and hour laws including *Tex. Gov't. Code § 2258.001 et seq*.; (vi) any laws respecting the assumption of liability for taxes, contributions and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits for Contractor's and its Subcontractors' employees; (vii) applicable laws relating to civil/human rights, including but not limited to (a) requirements under Titles VI and VII of the Civil Rights Act of 1964, as amended, (b) the Equal Pay Act of 1963, (c) the Rehabilitation Act of 1973, and (d) the Age Discrimination in Employment Act requirements; (viii) green building policies and regulations and sustainable building codes, including those implemented by the City of Fort Worth; (ix) all Environmental Laws, applicable storm water, street, utility and other related infrastructure requirements, requirements related to the use, removal, storage, transportation, disposal and remediation of Hazardous Materials and lead based paint, and all related health laws and regulations; (x) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and (xi) The Facilities Guidelines Institute Guidelines for Design and Construction of Outpatient Facilities (2018 edition) and Guidelines for Design and Construction of Hospitals (2018 edition); (xii) Centers for Medicare and Medicaid Services (CMS.gov) State Operations Manual for Ambulatory Surgical Centers and State Operations Manual for Hospitals; and (xiii) any other applicable local, state, and federal laws respecting the Project, including, but not limited to those listed in **Exhibit J and Exhibit K** hereto.

§ 1.1.3 Architect. The "Architect" is the professional architect or engineer employed by the Owner to perform all or part of the design services and the construction administration services, as detailed in that certain agreement between Owner and Architect and discussed herein in Article 4.

§ 1.1.4 As-Built Documents. "As-Built Documents" means the Drawings, Specifications, and other materials maintained by the Contractor that document all addenda, Architect's supplemental instructions, Change Orders, responses to Requests for Information, and other postings and markings that record the as-constructed conditions of the Work and all changes made to the Construction Documents during construction.

§ 1.1.5 Authority/ies Having Jurisdiction. "Authority Having Jurisdiction" or "Authorities Having Jurisdiction" means a federal, state, local, or other regional department, or an individual such as a fire marshal, building official, electrical inspector, utility provider or other individual having statutory authority.

§ 1.1.6 Building Information Model. "Building Information Model" or "BIM" means the computable, digital, multi-dimensional representation of the physical and functional characteristics of the Project's facilities and their related life-cycle information in Autodesk Revit format and Autodesk Civil 3D, to be used as a repository of design and construction information for use by the Project team during the design, bidding and construction phases of the Project, and for Owner's use throughout the life-cycle of the Project. Members of the Project Team are required to coordinate all efforts with respect to the BIM in accordance with the protocols established by the Owner.

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§ 1.1.7 Close-Out Documents. "Close-out Documents" means the product brochures, Submittals, product/equipment maintenance and operations instructions, manuals, and other documents/warranties, As-Built Documents, Record Drawings, waiver and release of lien documents, consent of surety, and any other document required of the Contractor as a condition to Final Payment as set forth in more detail in Section 12.2 of the Agreement and Section 9.10 herein.

§ 1.1.8 Confidential Information. "Confidential Information" shall mean all information, whether or not originated by Owner, which is used in, or a part of, Owner's business and operations and is: (i) proprietary to, about, or created by Owner; (ii) gives Owner some competitive advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of Owner; (iii) designated as "Confidential Information" by Owner, or from all the relevant circumstances should reasonably be assumed by Contractor to be confidential and proprietary to Owner; or (iv) not generally known by Contractor. "Confidential Information" shall not include information that: (i) is or becomes available to the public generally, other than as a result of disclosure by Contractor in breach of the terms of this Agreement; (ii) becomes available to Contractor from a source (other than Owner) which source is not, to the best of Contractor's knowledge, subject to any legally binding obligation to keep the same confidential; or (iii) has been independently acquired or developed by Contractor.

§ 1.1.9 Construction Document(s). "Construction Document(s)" means, collectively, the Drawings, Specifications, details, Submittals, and other documents prepared by the Architect or Architect Consultants, that describe the scope and quality of the Project and the materials, supplies, equipment, systems and other elements required for construction of the Project.

§ 1.1.10 Contingency. The "Contingency" is a separately identified amount agreed to by Owner and Contractor included in the Cost of the Work as set forth in **Exhibit A** to be used only in the limited circumstances described in Section 5.2.7 of the Agreement and only with prior written approval of the Owner.

§ 1.1.11 The Contract. The Contract Documents form the "Contract" for Construction. The Contract includes the Agreement, this AIA Document A201-2017 (as modified for this Project), and all other Contract Documents and represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. A Modification is a (1) written amendment to the Contract signed by both parties, (2) a Change Order, or (3) an Owner Change Directive. The Contract Documents shall not be construed to create a contractual relationship of any kind (a) between the Contractor and the Architect or the Architect's consultants, (b) between the Owner and a Subcontractor or a Sub-subcontractor, (c) between the Owner and the Architect or the Architect's consultants, (d) between the Project Manager and Contractor, or (e) between any persons or entities other than the Owner and the Contractor. The Project Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Project Manager's and Architect's duties. Conflicts or inconsistencies in the Contract Documents shall be resolved as set forth in Article 1 of the Agreement.

§ 1.1.12 Contract Documents. "Contract Documents" shall have the meaning assigned to it in Article 1 of the Agreement.

§ 1.1.13 Contract Sum. The "Contract Sum" is the amount to be paid to the Contractor for performance of the Work, as identified in Article 5 of the Agreement.

§ 1.1.14 Contract Time. Unless otherwise provided, the "Contract Time" is the period of time, including authorized adjustments, as set forth in Section 4.3 of the Agreement for Substantial Completion of the Work.

§ 1.1.15 Day. "Day" means calendar day, unless otherwise stated herein.

§ 1.1.16 The Drawings. The "Drawings" are the plans, drawings, profiles, cross-sections, and supplemental drawings, or reproductions thereof, prepared by the Architect and approved by Owner, which show the locations, character, dimensions, elevations, sections, and details of the Work for the Project.

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§ 1.1.17 Environmental Laws. "Environmental Laws" shall mean any and all federal, state, or local law, statute, ordinance, or regulation, whether now or hereafter in effect, pertaining to health, industrial hygiene, or the environmental conditions on, under, or about the Project or Owner's property, including without limitation the following, as now or hereafter amended: (i) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C.A. § 9601 *et seq*., as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499, 100 Stat. 1613; (ii) the Resource, Conservation and Recovery Act, 42 U.S.C.A. § 6901 *et seq*. as amended by the Used Oil Recycling Act of 1980 (Pub. L. No. 96-463, 94 Stat. 2055 (1980)), the Solid Waste Disposal Act Amendments of 1980 (Pub. L. No. 96-482, 94 Stat. 2334 (1980)), and the Hazardous and Solid Waste Amendments of 1984 (Pub. L. No. 98-616, 98 Stat. 3221 (1984)), and regulations promulgated thereunder; (iii) the Toxic Substances Control Act, 15 U.S.C.A. § 2601 *et seq.*; (iv) Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C.A. § 11001 *et seq*.; (v) the Clean Water Act, 33 U.S.C.A. § 1251 *et seq*. and National Pollutant Discharge Elimination System (NPDES) regulations; (vi) the Clean Air Act, 42 U.S.C.A. § 7401 *et seq*.; (vii) 2008 Lead Based Paint Renovation, Repair and Painting Program Rule, 40 CFR Part 7445, Subpart E; and (viii) any corresponding state laws or ordinances including, without limitation, the (a) Texas Water Quality Control Act; (b) the Texas Water Code Chapter 26; (c) Texas Solid Waste Disposal Act; (d) Texas Health & Safety Code Chapter 361; (e) Texas Clean Air Act, THSC Chapter 382; and (ix) regulations, rules, guidelines, or standards promulgated pursuant to such laws, statutes and regulations, rules, guidelines, and standards as are amended from time to time.

§ 1.1.18 Final Completion. "Final Completion" shall mean the date when the Work of the Project has been fully performed pursuant to the Contract Documents, including completion of any Change Orders and Owner Change Directives, but excluding warranty or repair work, and all requirements of Section 9.10 herein and Section 12.2 of the Agreement have been satisfied.

§ 1.1.19 Final Payment. "Final Payment" shall mean the final payment made to the Contractor following achievement of Final Completion of the Work in accordance with Section 9.10 herein and Section 12.2 of the Agreement.

§ 1.1.20 General Conditions Costs. "General Conditions Costs" shall mean the Contractor's allowed reimbursable expenses, including dedicated on-Site management, administrative, and supervisory personnel costs, insurance, bonds, equipment, utilities and incidental work, including minor field labor and materials and other on-Site costs and expenses incurred by the Contractor in the performance of its administrative, supervisory, and management responsibilities under the Contract as further described in Section 7.1.4 of the Agreement and as set forth in **Exhibit B.**

§ 1.1.21 Guaranteed Maximum Price or GMP. "Guaranteed Maximum Price" or "GMP" means that certain not-to-exceed amount, proposed and guaranteed by Contractor and accepted by Owner, for construction of the Project in accordance with and as reasonably inferred by the Contract Documents, as such amount may be adjusted pursuant to the terms of the Contract Documents, including authorized Change Orders, as set forth in Section 5.2.1 of the Agreement.

§ 1.1.22 Hazardous Materials. "Hazardous Material(s)" or "Hazardous Substance" shall mean any flammables, explosives, radioactive materials, petroleum-based materials exceeding applicable federal, state, or local regulatory limits, asbestos, polychlorinated biphenyl (PCB), radon, and other toxic substances or related materials, including without limitation substances defined as "hazardous wastes," "hazardous substances," "hazardous materials," "toxic substances," or "solid wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 *et seq*.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 2601, *et seq*.; and any other Applicable Law, including Environmental Laws, and all amendments and revisions thereto. The term "Hazardous Materials" shall be interpreted in the broadest sense to include any and all substances, materials, wastes, pollutants, oils, or governmental regulated substances or contaminants as defined or designated as hazardous, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws, including but not limited to, asbestos and asbestos containing materials, petroleum products including crude oil or any fraction thereof, gasoline, fuels, lubricating oils and solvents, urea formaldehyde, flammable materials, explosives, PCBs, radon, radioactive materials or waste, or any other substance that, because of its quantity, concentration, physical, chemical, or infectious characteristics may cause or threaten a present or potential hazard to human health or the environment or which may impair the beneficial use of property.

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§ 1.1.23 Instruments of Service. "Instruments of Service" are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect, the Architect's consultants, Owner's consultants, or Contractor's design consultants under their respective s agreements. Instruments of Service may include, without limitation, studies, surveys, models, BIM Models, sketches, Drawings, Specifications, and other similar materials.

§ 1.1.24 Notice to Proceed. A "Notice to Proceed" is written authorization from the Owner to the Contractor specifying the date the Work shall begin and any conditions regarding the commencement of such Work.

§ 1.1.25 Owner. The "Owner" is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner or the Owner's designated representative.

§ 1.1.26 The Project. The "Project" is identified on the first page of this A1A Document A201-2017 (as modified for this Project) and the first page of the Agreement. The Project includes the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.27 Project Manager. "Project Manager" means the entity identified in the Agreement as such, and which is comprised of licensed professionals retained by the Owner to provide general oversight within its professionals' licensed capabilities, including but not limited to project management services for the Project, strategic Project planning, Site planning, operational planning, budgetary impact analysis, scheduling analysis, review and approvals of Applications for Payment, and Project controls, all as detailed in that certain agreement between Owner and Project Manager.

§ 1.1.28 Project Schedule. The "Project Schedule" is that certain schedule prepared by Contractor, and included as **Exhibit C** of the Agreement. Also referred to as the "Construction Schedule".

§ 1.1.29 Project Team. "Project Team" means the Owner, Contract, Architect, Project Manager, Owner's designated consultant(s), any Separate Contractors employed by Owner, and other consultants employed by any of them for the purpose of programming, design, construction, and commissioning of the Project. The constitution of the Project Team may vary at different phases of the Project. The Project Team will be designated by Owner and may be modified from time to time by Owner.

§ 1.1.30 Quality Assurance. "Quality Assurance" means the review, inspection, and testing of materials and Work by Owner through its Project Manager in accordance with Section 2.7.5 herein during construction of the Work to verify Contractor's compliance with the Contract Documents as to performance, effectiveness, and freedom of the Work from defects or errors.

§ 1.1.31 Quality Control. "Quality Control" means a program of testing, coordination, start-up, operational checkout and commissioning of all items of Work included in the Project by Contractor that ensures conformance of the Work with the Contract Documents.

§ 1.1.32 Record Drawings. "Record Drawings" are those final, compiled drawings, prepared by the Architect and approved by the Architect and Contractor after review of the As-Built Documents and Contractor's notes, drawings, and markings thereupon, wherein Architect verifies, in accordance with its standard of care, the as-built conditions of the Work.

§ 1.1.33 Request for Information or RFI. "Request for Information" or "RFI" means a written request by Contractor directed to the Architect for a clarification of the information contained in the Contract Documents, any Specification, or any Drawing or requesting direction concerning information necessary to perform the Work that may not be contained in the Contract Documents.

§ 1.1.34 Separate Contractor. The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements.

§ 1.1.35 Site. "Site" means the property on which the Project is located and surrounding environs otherwise affected or impacted in performing the Work.

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§ 1.1.36 Specifications. The "Specifications" are those portions of the Contract Documents prepared by the Architect consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.37 Subcontractor. A "Subcontractor" is a person or entity that has a direct contract with the Contractor or a Subcontractor of any tier to perform a portion of the construction required in connection with the Work on the Project. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" includes sub-subcontractors and lower tier contractors (entities who have contracts with sub-subcontractors) but does not include a Separate Contractor retained by Owner.

§ 1.1.38 Submittal. A "Submittal" is any submission by the Contractor to the Owner for review and approval, demonstrating how the Contractor proposes to conform to the Contract Documents for those portions of the Work for which the Contract Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples.

§ 1.1.39 Substantial Completion. "Substantial Completion" shall have the meaning set forth in Section 9.8.1 herein and Section 4.3 of the Agreement.

§ 1.1.40 The Work. The term "Work" means the construction and services required by Section 2.1 of the Agreement and as further detailed in the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project. The Work includes all labor, parts, supplies, skill, supervision, transportation, services and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract Documents and all other items needed to produce, construct, and fully complete the Work items shown by the Contract Documents.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. When standards, codes, manufacturer's instructions and guarantees are required by the Contract Documents with no edition specified, the current edition at the time of Contract execution shall apply. References to standards, codes, manufacturer's instructions and guarantees shall apply in full, except (1) they do not supersede more stringent standards set out in the Contract Documents, and (2) any exclusions or waivers that are inconsistent with the Contract Documents will be reported to and timely resolved by the Architect after presentation of an RFI by the Contractor.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 The Drawings and Specifications are correlative and have equal authority and priority. Should there be a conflict of terms within themselves, or with each other, base the bids on (and furnish) the most efficient combination of quality and quantity of work indicated. The Architect will clarify the Project requirements in the event of the above mentioned conflicts.

.1 Figures take precedence over scale measurements.

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.2 Large scale details take precedence over smaller scale details.
.3 Architectural Drawings take precedence in regard to dimensions, when in conflict with Mechanical and Structural Drawings, except for the size of the structural members.
.4 Specifically titled Drawings and sections of the Specifications take precedence over indication of the item in a collateral way.
.5 Existing conditions take precedence over Drawings and Specifications for dimensions.
.6 Note entries take precedence over graphic indications.

§ 1.3 Capitalization
Terms capitalized in this AIA Document A201–2017 (as modified for this Project) include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation
In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service
§ 1.5.1 Copyrights/Trademarks/Instruments of Service. Drawings, Specifications and other documents prepared by Architect, its consultants, other consultants retained by Owner for the Project, or by Contractor or its Subcontractors, that describe the Work to be executed by the Contractor are Instruments of Service and shall remain the property of their authors (or Owner, as may be provided in the respective contractual agreements between Owner and the respective design professional). These documents are for use on the Project only and the Contractor and its Subcontractors shall not use the documents on any other projects. The Contractor shall be permitted to retain one record set of such documents. All other copies of the documents shall be returned to their respective authors or owners or otherwise suitably accounted for. The Contractor and its Subcontractors are authorized to reproduce and use portions of the documents as necessary and appropriate for the execution of the Work. Submission or distribution of the documents to meet official regulatory requirements or for other purposes in connection with the Project shall not diminish the author's or owner's rights.

§ 1.5.1.1 Contractor agrees that all Instruments of Service prepared by Contractor pursuant to this Agreement are subject to the rights of Owner in effect on the date of execution of this Agreement. These rights include the right to use, duplicate and disclose such subject matter and data, in whole or in part, in any manner for alterations, additions, remodels or maintenance; and to have others do so including production of the instruments of service in response to a public information request pursuant to *Tex. Gov't. Code Ch. 552*. If the instruments of service produced by Contractor are subject to copyright protection, Contractor hereby grants to Owner a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such and to authorize others to do so. Owner shall be further authorized to make subsequent use of any instruments of service for any and all future renovations, modifications, alterations, maintenance, repairs, and the like, of the Project. Contractor shall include appropriate provisions to achieve these purposes in all Subcontracts entered into that produce information subject to copyright protection. All Instruments of Service, including Shop Drawings and Drawings and Specification, shall be stamped “Confidential Information” by the Architect and/or Architect’s Consultants, Contractor, or Subcontractors.

§ 1.5.1.2 Contractor shall promptly provide copies of all Instruments of Service in Contractor's possession to Owner upon completion, termination, or cancellation of this Agreement for any reason, including all copies in any form or medium specified by Owner in this Agreement, whether written, digital, or electronic.

§ 1.5.1.3 No Use of Owner's Name or Trademark. Contractor agrees not to make any written use of or reference to Owner's name or registered or unregistered trademarks for any marketing, public relations, advertising, display or other business purpose or make any use of Owner's facilities for any activity related to the express business purposes and interests of Owner pursuant to this Agreement, without the prior written consent of Owner which consent may be withheld or granted in Owner's sole discretion. Contractor shall not advertise that it is doing business with Owner or use this Agreement as any sort of marketing or sales tool without the prior written consent of Owner.

§ 1.5.2 Works Made for Hire. All Work performed by Contractor and its Subcontractors shall constitute the exclusive property of Owner. All right, title and interest in and to said Work shall automatically and without further notice or action vest in Owner upon creation and shall be deemed to be a work for hire and made in the course of the services

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rendered pursuant to this Agreement. To the extent that title to any such Work may not, by operation of law, vest in Owner, or such Work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably and unconditionally assigned to Owner. Owner shall also have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor must give Owner, as well as any person designated by Owner, all assistance reasonably necessary to effectuate the intent of this section and to perfect the rights and interests defined herein without any charge or expense to Owner beyond those amounts payable to Contractor for the services rendered under this Agreement.

§ 1.5.3 The Owner may provide the Contractor with pre-existing drawings, documents, designs, and other information which the Contractor may use in connection with performance of the Work under this Contract. The Contractor confirms and agrees that the Owner has and shall retain all rights, title, and interest in and to such drawings, documents, designs and information, including, without limitation, any copyright or other intellectual property rights, and that by use of such drawings, documents, designs and information, the Contractor shall not acquire any right, title, or interest in such drawings, documents, designs and information, including, without limitation, any copyright or other intellectual property rights.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed as set forth in Section 15.7.3 of the Agreement and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed as set forth in Section 15.7.3 of the Agreement by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

§ 1.8 Building Information Models Use and Reliance

Contractor shall coordinate efforts with the Project Manager, and the Architect to successfully implement the BIM plan for the Project. Contractor will provide personnel, including a BIM Coordinator, and appropriate services to ensure the proper flow of information is provided to enable appropriate input into and output from the BIM, including, but not limited to, importing information into the BIM, providing updated information on changes to the Project Drawings and Specifications during construction, assisting on conflict resolution, coordinating the sharing of information, facilitating file exchange, and other deliverables as assigned to it in the BIM plan. Contractor will provide reports and other BIM deliverables as designated by Owner on a recurring basis.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner's representative(s) who is authorized to act on Owner's behalf with respect to all matters with respect to the Project is set forth in Section 15.3 of the Agreement; provided, however, the scope of such representative(s) authority shall be limited to the extent previously delegated in writing by Owner. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. Owner shall provide Contractor notice of any change in any representative within **ten (10)** Days of such change.

§ 2.1.2 The Owner shall, with reasonable promptness, provide Contractor with copies of, or reasonable access to information and documentation regarding the Project and to the property on which the Project is located, including but not limited to the information set forth in Sections 2.2 and 2.3 below, as well as information regarding Owner's Project program which shall set forth Owner's objectives, constraints, and criteria. Such information may include schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and Site requirements.

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§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 In accordance with *Tex. Bus. & Comm. Code §56.054(e),* Owner will provide Contractor with reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract if requested in writing by the Contractor.

§ 2.2.2 *[Intentionally deleted]*.

§ 2.2.3 *[Intentionally deleted]*.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 The Owner shall cooperate with the Contractor in securing building and other permits, licenses, and inspections. Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the "Architect" is referred to throughout the Contract Documents as if singular in number. The Owner shall retain the Architect to provide services, duties and responsibilities as described in a separate agreement with the Architect, which shall include, if approved by Owner, any additional services requested by the Contractor that are necessary for the performance of the Work under this Agreement. The Owner shall provide the Contractor with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

§ 2.3.3 *[Intentionally Deleted].*

§ 2.3.4 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding Site utilization where essential to the execution of the Project. The Owner shall furnish, as available, maps, surveys describing physical characteristics, legal limitations and utility locations for the Site, and Drawings in the possession of Owner that reflect or depict Site boundaries, recorded easements, geological formation/conditions, test borings/reports, topography, and utility locations and any related document reflecting Site conditions.

§ 2.3.5 *[Intentionally Deleted].*

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor such copies of Contract Documents, including Drawing and Specifications, bidding information and instructions, payment and performance bond forms, schedules, communications, health screenings, credentialing protocols, HIPAA compliance information, Owner provided information as set forth in **Exhibit J** and any other information relevant to the performance of the Work as are reasonably necessary for execution of the Work. Contractor shall comply with such information.

§ 2.3.7 The Owner may arrange for the services of a Commissioning Agent as is necessary for the Project. The Owner's hiring of such Commissioning Agent shall in no event relieve Contractor from its commissioning obligations under Section 3.7.6 herein and in the Contract Documents.

§ 2.3.8 The Owner may request that the Project Manager perform inspections at the Project on behalf of Owner. Contractor shall give Project Manager access to the Work as need to perform such inspections. The performance of inspections by the Project Manager shall not lessen or reduce Contractor's responsibility for the Work. Contractor shall remain fully and solely responsible for constructing the Work in strict accordance with the Contract Documents.

§ 2.3.8.1 Visits to the Site by the Owner or Project Manager shall not be construed to create an obligation on the part of the Owner to make on-Site inspections to check the quality or quantity of the Work. Neither the Owner nor the Project Manager shall have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Contractor's rights and responsibilities under the Contract Documents.

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§ 2.3.8.2 Neither the Owner nor the Project Manager shall be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Owner nor the Project Manager shall have control over nor charge of, and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Contractor.

§ 2.3.9 While not obligated to do so, and in addition to the observations of the Architect and Project Manager, if the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Construction Documents, the Owner may give written notice thereof to the Contractor. Notwithstanding the foregoing, no review by Owner shall relieve Contractor of its responsibilities for the performance of its obligations under this Agreement of the accuracy, adequacy, fitness, suitability or coordination of the Work.

§ 2.3.10 The Owner shall approve the date of Substantial Completion in accordance with Section 9.8 and the date of Final Completion in accordance with Section 9.10.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent otherwise required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

§ 2.5.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a **ten (10)** Day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including, without limitation, Owner's expenses and compensation for the Architect's and Project Manager's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor shall be reasonable and necessary. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. The rights of the Owner hereunder shall not give rise to any duty on the part of the Owner to exercise same for the benefit of the Contractor or any other person or entity. If providing the above-referenced prior notice to the Contractor is not reasonable because of emergency or exigent circumstances, the Owner shall provide only such prior notice that is reasonable under the circumstances.

§ 2.5.2 After the Work is complete, the Owner may make emergency repairs to the Work if necessary to prevent further damage, or if the Contractor does not promptly respond to a notice of a condition requiring repairs. Contractor shall be responsible to Owner for this cost if the reason for the repairs is defects in the Work. If payments then or thereafter due the Contractor are not sufficient to cover such costs, the Contractor shall pay the difference to the Owner.

§ 2.6 Acceleration for Owner's Convenience

§ 2.6.1 In the event Owner desires to accelerate the Project Schedule, Owner shall so notify the Contractor in writing.

§ 2.6.2 Upon receipt of such written instruction, Contractor shall require its personnel and its Subcontractors to work such overtime hours and/or to increase their respective work forces as may be reasonably necessary to meet Owner's acceleration goals.

§ 2.6.3 Unless a Change Order is issued and approved by Owner, such written acceleration instructions shall be considered an Owner Change Directive and Contractor shall respond in accordance with Section 7.3 herein.

§ 2.7 Project Manager

§ 2.7.1 The Project Manager is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Project Manager" means the Project Manager or the

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Project Manager's designated representative identified in the Agreement. The Project Manager has authority to act on the Owner's behalf only to the extent provided in Section 2.7.4.

§ 2.7.2 Notices to Project Manager
All notices or information to be provided under the Contract Documents to the Owner are also required to be provided, contemporaneously, to the Project Manager, unless Owner expressly notifies the Contractor in writing to the contrary. This obligation to furnish all such notices or information to the Project Manager exists whether or not these General Conditions or any other Contract Documents expressly provide for notice to the Project Manager.

§ 2.7.3 Rights of Project Manager
Project Manager shall have the same rights of access to the Site as Owner and Architect and shall participate in all meetings or conferences in which Owner designates the Project Manager to participate, unless Owner expressly notifies the Contractor in writing to the contrary.

§ 2.7.4 Authority of Project Manager
The Project Manager is an independent contractor retained by the Owner to assist it as a consultant and advisor to the Owner on the Project until Final Completion, unless otherwise designated by Owner. Notwithstanding the presence of the Project Manager at the Project and in Project meetings, the Owner directly employs representatives who will actively participate in Project meetings and be authorized to provide any approval, grant any consent, assert any objection, or make any decision required by the Contract Documents. Unless Contractor has been provided with written notice from one of the Owner's designated representatives granting specific authority to the Project Manager, Project Manager shall not be authorized to bind the Owner as to any approval, consent, objection, or decision except to the extent expressly authorized by the Contract Documents. Such limitation of authority, however, shall not obviate or limit Contractor's obligation to provide notices to the Project Manager as required by Section 2.7.2 above and to provide access to the Project Manager as required by Section 2.7.3 above.

§ 2.7.5 Project Manager's Duties
§ 2.7.5.1 The Project Manager shall perform the duties required of it as directed by Owner which shall include, but not be limited to planning, management, and coordination the Project, providing an initial Project program scope and strategy, review of request for proposals/request for qualification and other solicitation documents, review of responses received to request for proposals/request for qualifications, including creating a due diligence process for such review, development and maintenance of a Project cost control system, collaboration with Contractor and monitoring of the Project Schedule, oversight and creation of a Quality Assurance program to monitor and report to Owner with respect to the quality of the Contractor's Work, functional and space programming services, coordination of BIM systems and protocols, review of Contractor's Site-specific safety program, peer review of designed systems, reporting on Project progress, and other such deliverables as assigned by Owner.

§ 2.7.5.2 Quality Assurance. Project Manager shall perform Quality Assurance testing as necessary to ensure the Work and materials and systems incorporated into the Work are in compliance with the performance requirements of the Contract Documents, the Specifications and Applicable Law. The Owner may request that the Project Manager perform inspections at the Project on behalf of Owner as part of Project Manager's Quality Assurance responsibilities.

ARTICLE 3 CONTRACTOR

§ 3.1 General
§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall comply, and shall require its Subcontractors and suppliers to comply with any applicable licensing requirements in the jurisdiction where the Project is located. The Contractor's representative(s) who is authorized to act on Contractor's behalf with respect to the Project is set forth in Section 15.3 of the Agreement. Contractor's representative(s) shall be the primary point of contact during the Work of the Project and shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work and provide all labor, materials, equipment, tools, transportation, and supplies necessary to complete the Work described in, reasonably inferable from, and in accordance with the Contract Documents and in strict compliance with Applicable Law. Contractor shall supervise, direct and perform the Work in a good and workmanlike manner and shall exercise the degree of care, skill, and diligence in the performance of the Work in accordance and consistent with industry standards for similar projects and

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circumstances and in furtherance of the interests of Owner. To this end, Contractor shall deliver the Work on time and within the GMP and will provide cost-effective capital solutions, innovation and resource stewardship while completing the Work under this Agreement, including complete coordination and cooperation with the Owner and Project Manager. Contractor shall furnish efficient business administration and supervision to and for the Project in accordance with § 3.1.2. Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract. Contractor shall at all times use reasonable measures to protect the Work from damage caused by weather and casualties. Contractor shall communicate promptly to Owner any and all concerns that Contractor may have with regard to the Work, or services of others on the Project, including, without limitation, any defects or potential defects in planning, design, or construction of the Work, and shall cooperate with Owner and other professionals and experts if errors or omissions are discovered in the Contract Documents.

§ 3.1.3 The Contractor accepts this level of trust and confidence between the Contractor and Owner established by the Contract Documents. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Project Manager, or the Architect in the Architect's administration of the Contract, or by tests, inspections, duties, or approvals required or performed by persons or entities other than the Contractor.

§ 3.1.4 The Contractor represents and warrants to Owner that it and its employees, Subcontractor, and material suppliers are experienced in the type of construction necessary to perform and complete the Work required under this Agreement. Contractor understands the complexity involved in this type of construction and the necessity of coordination of its Work with Owner, Project Manager, Owner's Separate Contractors, and Authorities Having Jurisdiction.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the Site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation (1) the location, condition, layout and nature of the Site and surrounding areas including all access requirements, hoisting requirements and conditions, and Site logistics; (2) prevailing climatic conditions; (3) anticipated labor supply and costs; (4) availability and cost of materials, tools and equipment; (5) any applicable policies, procedures, rules and restrictions of Owner relating to construction on the real property, including but not limited to any credentialing, HIPAA, and health screening protocols required by Owner, including all requirements of Owner's Special Conditions attached hereto as **Exhibit K** and Owner Provided Information in **Exhibit J** and any other Owner provided information or documents**;** (6) Applicable Law; (7) Executive Orders by local, State of Texas, or federal government authorities or other Authorities Having Jurisdiction relating to COVID-19; and (8) other similar issues. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor or any Subcontractors to comply with the requirements of this Section. Contractor and its Subcontractors shall be solely responsible for providing a safe place for the performance of the Work.

§ 3.2.2 The Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the Site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents. Notwithstanding any limitations in *Tex. Bus. & Comm. Code § 59.001 et. seq*. regarding Contractor's responsibilities for defects in plans, Drawings and Specifications, Contractor acknowledges that it is responsible for the consequences of design defects in, and does warranty the accuracy, adequacy, sufficiency, and suitability of plans, Drawings, Specifications, or other design documents that it provides and that are provided to the Contractor by its agents, contractors, Subcontractors, fabricators, or suppliers, or its consultants of every tier. Further, Contractor is responsible where Contractor provides input and guidance on plans, Drawings, Specifications or other design documents through work product signed and sealed by a licensed professional that is incorporated into plans, Drawings, Specifications, or other design documents used in the Work.

§ 3.2.2.1 The Contractor acknowledges the Owner does not represent or warrant the accuracy or completeness of information provided by the Owner related to existing conditions and locations of existing utilities and services.

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Such information if provided, is provided to the Contractor as a matter of convenience and does not substitute for the Contractor using due diligence to reasonably observe and or to access space to determine errors, inconsistencies or omissions. Contractor shall verify the exactness of grades, elevations, dimensions, or locations given on any drawings issued by Architect. In all cases of interconnection of the Work with existing conditions, Contractor shall verify at the Site all dimensions relating to such existing conditions.

§ 3.2.3 Recognizing the limitations under *Tex. Bus. & Comm. Code § 59.001 et. seq*., and as indicated in Section 3.2.2 above, if upon review of the plans, Drawings, Specifications, or other design documents, the Contractor discovers a defect, inaccuracy, inadequacy or insufficiency in the plans, Drawings, Specifications or other design documents, the Contractor shall promptly report to the Owner, in writing, the existence of any defect in the plans, Drawings, Specifications, or other design documents that is discovered by the Contractor, or that reasonably should have been discovered by the Contractor, using ordinary diligence, before or during construction. If the Contractor performs any construction activity when it knew or reasonably should have known it was not in accordance with Applicable Law without such notice to the Architect and Owner and instruction to proceed, the Contractor shall be liable for any damages, costs or liability resulting therefrom, including, without limitation, any fines, Architect's fees, consulting fees, and costs of correction of the Work.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or Requests for Information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit a Claim as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not implement any such change without written direction from Owner in the form of a Change Order or Owner Change Directive, as appropriate.

§ 3.2.5 Prior to performing any affected Work, Contractor shall locate all utility lines, including telephone company lines and cables, sewer lines, water pipes, gas lines, electrical lines, including, but not limited to, all buried pipelines and buried telephone cables, as shown and located on the Drawings and Specifications and the survey (if any) furnished pursuant to Section 2.3.4 above and shall perform any Work in such a manner so as to avoid damaging any such lines, cables, pipes and pipelines. Contractor shall be responsible, if, during the performance of the Work it or its Subcontractors negligently or intentionally damage said lines, cables, pipes and pipelines. In addition, Contractor shall review any applicable Hazardous Materials surveys for the particular buildings, if any, involved in the Project(s), and shall notify all Subcontractors and Sub-subcontractors of the necessity to review said surveys. Contractor shall perform all Work in such a manner as to comply with all Environmental Laws concerning remediation of Hazardous Materials found on the Site or identified and located in any Hazardous Material surveys.

§ 3.2.6 Neither any oral representation by or oral agreement with the Owner, Project Manager, Architect, or any representative, consultant, officer, agent, or employee of any of them before execution of this Contract shall affect or modify any of Contractor's rights or obligations hereunder, all such prior oral representations, understandings, and agreements being superseded by this Contract. Contractor is not aware of any facts that are misleading or inaccurate in any material respect or any information Owner, Project Manager, or Architect or any of their representatives, consultants, officers, agents, or employees have furnished to Contractor which would have a material, adverse effect on the Contract Time or Contract Sum, and if, during the course of the performance of the Work, Contractor learns of any such facts, it will so advise each of said parties.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. Contractor shall commence, diligently prosecute, and complete the Work in accordance with the Contract Documents and within the Contract Time set forth in the Agreement. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the Site safety thereof and, except as stated below, shall be fully and solely responsible for the Site safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner, Project Manager, and Architect and shall not proceed until resolution of any such concerns.

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§ 3.3.2 CONTRACTOR IS RESPONSIBLE TO OWNER FOR ALL ACTS AND OMISSIONS OF CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS AND THEIR AGENTS AND EMPLOYEES, AND ANY OTHER PERSONS PERFORMING ANY OF THE WORK UNDER A CONTRACT WITH CONTRACTOR OR ITS SUBCONTRACTORS OR ANYONE OVER WHOM CONTRACTOR OR ITS SUBCONTRACTORS EXERCISE CONTROL.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of the Work already performed to determine that such portions are in proper condition to receive subsequent Work. Contractor shall provide competent supervision of all phases of the Work and inspect the Site at intervals appropriate to the stage of construction and the status of the Project. Contractor will keep the Owner informed of the progress of the Work and potential for delays foreseeable by Contractor, and shall guard the Owner against defects and deficiencies in the Work. Contractor shall be responsible for correction of any Work rejected as not being in accordance with the Contract Documents.

§ 3.3.4 Contractor has the responsibility to ensure that all Subcontractors, and their agents and employees, adhere to the Contract Documents and that they order and provide materials to the Site on time, taking into account the current market and delivery conditions. Contractor shall coordinate its performance of the Work with that of all others on the Project, including deliveries, storage, installations and construction of utilities.

§ 3.3.5 As between Owner and Contractor, the Contractor: (a) assumes full responsibility for the safety of all persons employed or utilized by the Contractor or under the Contractor's control and supervision; (b) shall maintain complete supervision and control over the Contractor's agents, employees, and Subcontractors; and (c) agrees to perform all of the Contractor's obligations under this Agreement in accordance with the Contractor's own methods subject to compliance with this Agreement. In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

§ 3.3.6 Quality Control/Quality Assurance. Contractor shall develop, implement, and at all times comply with, a Quality Control Plan to govern all testing, inspection, and review of Work to ensure the Work complies with Applicable Law, standards and requirements of Owner and Project Manager, and any insurance requirements. The Contractor's Quality Control Plan is attached to the Agreement as **Exhibit L.** At a minimum, Contractor's Quality Control Plan shall include identification of the Quality Control supervisor, the details of the proposed Quality Control Plan and implementation of same; production and implementation of Quality Control reports; confirmation that any Quality Control Plan complies with Applicable Law and requirements set forth in any insurance requirements. Contractor's Quality Control Plan shall contain a methodology for incorporation of the Quality Control Plan into all subcontracts and appropriate oversight to deliver the Project such that it complies with the Contract Documents in all respects. Contractor shall provide Owner and Project Manager Quality Control reports for their review and approval. Pursuant to Section 2.7.5, Project Manager shall perform Quality Assurance testing on behalf of Owner at the Project, as necessary.

§ 3.3.7 Budget Control. To provide for timely and detailed control of costs and expenditures, Contractor will:

.1 maintain cost accounting records in good form on expenditures for materials, labor, or for any other expenditures;

.2 promptly identify all variances between estimated costs and actual costs during construction and report such variances, and recommend to the Project Team measures to counter any adverse cost movements, no more than **five (5)** Days after acquiring such information;

.3 comply with requirements for submission of progress and final pay applications and related documents as provided in Article 12 of the Agreement and Article 9 herein;

.4 prepare and administer its Schedule of Values and all Subcontractors' Schedule of Values together with sworn statements and waivers of lien, contract and disbursement summaries, Change Order logs, Change Orders, and budget cost summary reports and submit same to Owner on a monthly basis;

.5 identify all variances (increases or decreases) between estimated costs and actual costs and report such variances to Owner within **five (5)** Days, along with recommendations for corrective action; and

.6 notify Owner within **five (5)** Days of identification of any item or portion of the Project that Contractor contends is not within the scope of the Project, or if Contractor contends that an adjustment to the GMP or the Contract Time.

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§ 3.3.8 Communication and Reporting. Contractor will establish procedures for effective communication and coordination among the Project Team, Subcontractors, and others regarding the construction of the Project, and implement and continuously modify such procedures as necessary. To the extent of an apparent conflict in the sequencing of the Work or services with another service provider, Contractor shall report the concern to the Project Manager. Contractor shall coordinate delivery and installation of Owner-procured material and equipment and shall cooperate with any commissioning agent, consultant, vendor, or service provider engaged by Owner.

§ 3.3.8.1 Meetings. Contractor shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work. Contractor shall actively participate in all meetings and/or teleconferences to bring the full measure of Contractor's collective experience, expertise and recommendations to the Project as it pertains to the overall Project or to a specific discipline including, but not limited to, all explanatory presentations with other Project Team members as may be requested by Owner, and matters concerning the proposed Site use and improvements, selection of materials, and building systems and equipment. Contractor shall attend regularly scheduled and any interim Project progress meetings and fully advise the Owner and Project Team of the Project status including progress, schedule, costs, quality, and proposed changes. Contractor shall be responsible for preparing and distributing (on the business day preceding the meeting) to Owner, Project Manager, and Architect a written agenda for the meeting, in a form and with such content as reasonably required by Owner, which includes a status report of all pending Submittals, RFIs, known or anticipated impediments to construction, accidents and injuries, and pending business/action items (with a designation of who is responsible for each pending item), and all other information required by Section 3.3.8.2 below. When it appears to Owner or Contractor that a contract milestone or completion date cannot be met for reasons not the fault of the Contractor, Owner may request a plan and a budget from Contractor that will provide input on any schedule revisions and/or increased costs, if any, to accelerate or suspend the Work.

§ 3.3.8.2 Reporting.

§ 3.3.8.2.1 Contractor shall keep the Owner informed of the progress and quality of the Work. On a weekly basis, or as otherwise agreed in to by Owner and Contractor, the Contractor shall submit written progress reports to Owner, Project Manager, and Architect, reporting Contractor's assessment of the progress of the Work, estimated percentages of completion, and other information identified below:

- **.1** Work completed for the period and any discrepancies with its conformance with the Contract Documents;
- **.2** Project Schedule status and any look-ahead schedules;
- **.3** Submittal Schedule and status report, including a summary of outstanding Submittals;
- **.4** Responses to Requests for Information;
- **.5** Approved Change Orders and Owner Change Directives;
- **.6** Pending Change Order and Owner Change Directive status reports;
- **.7** Tests and inspection reports;
- **.8** Status report of Work rejected by the Owner;
- **.9** Status of Claims previously submitted in accordance with Article 15;
- **.10** Cumulative total of the Cost of the Work to date including the Contractor’s Fee;
- **.11** Current Project cash-flow and forecast reports;
- **.12** Storage inventory, purchase order status, equipment, and material supply issues identified**;**
- **.13** Weather condition log in accordance with Section 8.3.1.1; and
- **.14** Additional information as agreed to by the Owner and Contractor.

§ 3.3.8.2.2 In addition, the Contractor shall include the following additional information in its progress reports:

- **.1** Contractor’s work force report and Daily Log reporting including weather conditions, any delay impacts, Work performed, number of workers by company and by trade, and any other information requested by Owner;
- **.2** Equipment utilization report;
- **.3** Cost summary, comparing actual costs to updated cost estimates;
- **.4** Contractor invoices supporting the costs billed for the period;
- **.5** Executed Conditional Waiver and Release on Progress Payment documents for current draws from Contractor and Subcontractors (of every tier); and
- **.6** Any other evidence reasonably required by Owner to assist in the confirmation and validation of the Cost of the Work.

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§ 3.3.8.2.3 Daily Log. Unless and until instructed otherwise in writing by Owner, Contractor shall also prepare a daily log (the "Daily Log") containing: (i) a record for each Day's weather; (ii) a statement of which Days since the previous monthly report are claimed by Contractor to be subject of a weather delay; (iii) portions of the Work in progress and accomplished; (iv) identification of Subcontractors on the Site; (v) identification of all equipment on the Site; (vi) problems or anticipated delays that might affect progress of the Work; and (vii) all accidents or injuries that may have occurred; and (viii) any other information that may be requested by Owner or Project Manager. The log shall be made available to Owner, Project Manager, and Architect.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Contractor shall check all materials entering into the Work and shall keep full accounts thereof. Contractor shall cause all labor, materials and other such items and services to be readily available as and when required in or needed for the orderly and timely progress of the Work.

§ 3.4.2 Substitutions. When a material or system is specified in the Contract Documents, the Contractor may make substitutions only with the consent of the Owner and in accordance with a Change Order or Owner Change Directive in accordance with Article 7. The Owner may approve or deny substitutions in its sole discretion. No approved substitution shall change the requirements of the Contract Documents until it has been approved by Owner and incorporated into the Contract Documents.

§ 3.4.2.1 Contractor may submit for consideration proposed substitutions of materials, equipment or processes from those set out in the Contract Documents via a "Request for Substitution." A Request for Substitution must be made in writing at such time as not to delay the Work and should contain sufficient information to allow Owner, with assistance from Architect and Project Manager, to determine if the proposed substitution is, in fact, equal to or better than the requirements of the Contract Documents. Notwithstanding the foregoing, a Request for Substitution shall include, at a minimum, the following:

- **.1** Product identification: product name, product type, manufacturer's name, manufacturer's address, supplier's name, and supplier's address;
- **.2** Product Data: description, performance and test data, reference standards, finishes, and colors;
- **.3** Samples: finishes, colors, styles, patterns, thicknesses, etc.;
- **.4** The name and address of similar projects on which the product was used as well as the date of installation;
- **.5** Complete and accurate Drawings indicating construction revisions, if any, required to accommodate the substituted product;
- **.6** Any problems, peculiarities, or other matters of concern known to the Contractor at the time it proposes the substitution. Relevant concerns include, by way of example and not limitation, any and all matters related to the environment, legal requirements affecting the Site, building codes, safety of persons on the Site, and/or Hazardous Materials; and
- **.7** The basis for the substitution and the adjustment, if any, in the Contract Time and Guaranteed Maximum Price, in the event that the substitution is accepted.

§ 3.4.2.2 In submitting a Request for Substitution, Contractor represents to the Owner that (1) the Contractor has investigated the proposed substitution and has determined that it conforms to and meets or exceeds all the requirements of the specified product and other requirements of the Contract Documents; (2) the warranty conditions, obligations, and representations of the proposed substitution meet or exceed those of the specified product and evidence of such conditions, obligations, and representations shall be submitted in triplicate to the Architect and Owner in sufficient time for the Architect and Owner to review; (3) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution; (4) the Contractor shall coordinate installation and make other changes that may be required for proper integration of the proposed substitution; and (5) the Contractor waives and releases the Owner from any and all Claims for adjustments in the Guaranteed Maximum Price and/or Contract Time arising from or related to the proposed substitution to the extent such adjustments are not otherwise stated in the Request for Substitution.

§ 3.4.2.3 The Contractor shall submit Requests for Substitution as soon as practicable after the need for the substitution is determined to allow for adequate consideration of such request and to minimize delay in the progress of the Work. The Owner, with assistance from the Architect and Project Manager, shall review proposed

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substitutions within a reasonable time. Each proposed substitution shall require the written approval of the Owner before its incorporation into the Work. Contractor acknowledges that no product proposed for substitution shall be ordered, purchased, installed, or otherwise utilized in any way without the Owner's prior written acceptance. Owner shall promptly act on such request so as to also minimize delay in the progress of the Work. Notwithstanding Section 3.2.2 above, Contractor acknowledges its responsibility for the accuracy, adequacy, sufficiency, and suitability of the substitution it proposes and that *Tex. Bus. Comm. Code § 59.002(d)* applies to the substitution. Contractor shall procure and furnish to Owner any design certifications required to include the substitution in the Drawings or Specifications.

§ 3.4.2.4 When specific products, systems or items of equipment are referred to in the Contract Documents, any ancillary devices necessary for proper functioning shall also be provided, but not including any manufacturers' options on any particular device, which device is specified in the Contract Documents.

§ 3.4.3 The Contractor shall at all times furnish an adequate supply of qualified and legal workers and proper materials and shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 Prevailing Wage Requirements.
Contractor and each Subcontractor shall, at all times, comply with *Tex. Gov't. Code § 2258* with respect to the payment of wages for the Work performed under the Contract. All persons employed in the performance of the Work under the Contract or any subcontracts hereunder, shall be paid not less than the general prevailing rates of per diem, holiday, and overtime wages prevailing in the locality for Work of a similar character as shown on the prevailing wage schedule provided by Owner. The specified wage rates are minimum rates only. Owner is not bound to pay any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate. The prevailing wage schedule is not a representation that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. Failure to comply with this provision shall subject the Construction Manager to the penalties prescribed in *Tex. Gov't. Code § 2258*.

§ 3.4.4.1 Notification to Workers. Pursuant to *Tex. Gov't Code § 2258.022*, Owner has determined the prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to perform the Work on the Project and the prevailing rate for legal and holiday overtime work by utilizing the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.). Contractor shall post the prevailing wage schedule in a place conspicuous to all workers on the Site. Pursuant to *Tex. Gov't Code § 2258.024*, Contractor shall keep, on-Site, true and accurate records showing the name and occupation of each worker employed by the Contractor or subcontractors and the actual per diem wages paid to each worker. The record shall be open to inspection by the Project Manager at all reasonable hours for the duration of the Contract. When requested by Owner, Contractor shall furnish evidence of compliance with the Texas Prevailing Wage Law and the addresses of all workers.

§ 3.4.4.1.1 With each Application for Payment, Contractor shall make available upon request certified payroll records, including from Subcontractors of any tier level, on Form WH-347 as promulgated by the U.S. Department of Labor, as may be revised from time to time and in unlocked and unprotected Excel format, along with copies of any and all Contract Documents between Contractor and any Subcontractors. Pursuant to *Tex. Penal Code §§ 37.02* and *37.10*, employees of Contractor and any Subcontractors shall be subject to prosecution for submitting certified payroll records that contain materially false information.

§ 3.4.4.1.2 The prevailing wage schedule is in compliance with *Tex. Gov't. Code § 2258*. Should Contractor at any time become aware that a particular skill or trade not reflected in the wage schedule will be or is being employed in the Work, whether by Contractor or by Subcontractor, Contractor shall promptly inform Project Manager of the proposed wage to be paid for the skill along with a justification for same and Project Manager shall promptly concur with or reject the proposed wage and classification.

§ 3.4.4.1.3 Contractor is responsible for determining the most appropriate wage for a particular skill in relation to similar skills or trades identified on the prevailing wage schedule. In no case, shall any worker be paid less than the wage indicated for laborers. Pursuant to *Tex. Labor Code § 214.008*, Owner requires Contractor and all Subcontractors properly classify individuals as employees or independent contractors.

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§ 3.4.4.2 Complaints and Violations.

§ 3.4.4.2.1 ***Owner's Determination of Good Cause***. Upon receipt of information concerning a violation of *Tex. Gov't. Code § 2258*, Owner will conduct an investigation and make an initial determination as to whether good cause exists that a violation occurred. Upon making a good cause finding, Owner will retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the prevailing wage schedule and any supplements thereto, together with the applicable penalties in accordance with *Tex. Gov't. Code § 2258.023*, such amounts being subtracted from successive progress payments pending a final decision on the violation.

§ 3.4.4.2.2 ***No Extension of Time***. Contractor shall not be entitled to an extension of Contract Time for any delay arising directly or indirectly from any investigation of a violation if Owner's investigation reveals good cause existed for the investigation or arising out of a determination pursuant to Section 3.4.4.2.4 below that wages were not appropriately paid by Contractor or any Subcontractor.

§ 3.4.4.2.3 ***Cooperation with Owner's Investigation***. Contractor shall cooperate with Owner during any investigations hereunder. Such cooperation shall include, but not necessarily be limited to, timely providing the information and/or documentation requested by Owner, which may include certified payroll records on Form WH-347 as promulgated by the U.S. Department of Labor, as may be revised from time to time and in unlocked and unprotected Excel format and copies of any and all Contract Documents between Contractor and any Subcontractors.

§ 3.4.4.2.4 ***Appeals***. In the event Contractor or Subcontractor elect to appeal an initial determination made pursuant to Section 3.4.4.2.1, Contractor or Subcontractor may do so in accordance with *Tex. Gov't. Code § 2258.023*. The Contractor and/or Subcontractor, as applicable, shall deliver notice of said appeal to Owner.

§ 3.4.4.2.5 ***Penalty for Violation***. Any Contractor and any Subcontractor who violates *Tex. Gov't Code § 2258* shall pay to the Owner a penalty of sixty dollars ($60) for each worker employed for each Day, or portion thereof, that the worker is paid less than the wage rates stipulated in the prevailing wage schedule.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner that the Work will be performed in a good and workmanlike manner and that materials and equipment furnished under the Contract will be of specified quality, recent manufacture, and new. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents, will be complete in all parts and with the required finishes, in accordance with approved practices and customs, and will be free from defects. Work, materials, or equipment not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The warranties set out in this subsection are in addition to and not exclusive of any other warranties or guarantees set out in other places in the Contract Documents or implied under Applicable Law, or the Contractor's obligations under the corrective period set out in Article 12 below. Contractor's obligation to perform the Work in a good and workmanlike manner in accordance with the Contract Documents is absolute and no actions of Owner or Project Manager shall act to waive Contractor's obligations hereunder.

§ 3.5.2 Contractor shall furnish individual written warranties to the Owner for each product, building component, system, or equipment specified to have a written warranty and incorporating the warranty of this Section 3.5. Such separate warranties shall be deemed to run from Substantial Completion regardless of whether the product, building component, system or equipment was placed into service prior to Substantial Completion.

§ 3.5.3 If extended warranties in addition to those required by the Contract Documents are available from Subcontractors, manufacturers, or suppliers, Contractor shall advise Architect and Owner of such availability and the cost thereof and, if requested by Change Order, shall purchase the extended warranty for Owner's benefit, in which event the Change Order shall reflect an increase in the Contract Sum equal to the cost of the extended warranty submitted to and accepted by Owner.

§ 3.5.4 All guarantees and warranties of materials and services furnished to Contractor or Subcontractors by any Subcontractor, manufacturer, or supplier shall be assigned to Owner and be deemed to run for the benefit of the

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Owner. Contractor hereby assigns to Owner the benefits of all guarantees and warranties of all Subcontractors, manufacturers, and suppliers engaged for the Project, but such assignment shall not relieve Contractor of its warranty obligations to Owner under the Contract Documents or Applicable Law. During the **two (2)** year period set forth in Section 12.2, Contractor shall enforce the Subcontractors', manufacturers' and suppliers' warranties for the benefit of Owner or its assigns. After expiration of such period, the Contractor shall continue to aid Owner in enforcing any continuing warranties assigned to Owner. The Contractor further agrees to perform the Work in such a manner so as to preserve any and all such guarantees and warranties. Contractor's warranties shall be in addition to any warranties, indemnities, claims, rights, actions or remedies that Owner may have in the Contract Documents, or at law, or in equity, for defective Work or breach of the Contract Documents, or otherwise provided under any repose period.

§ 3.6 Taxes

Owner is a hospital district and political subdivision of the State of Texas. Materials and services utilized in the construction of the Project may be exempt from state and local sales and use taxes pursuant to *Texas Tax Code § 151.309(5).* Contractor is responsible for compliance with all tax exemptions applicable to the Project. Owner will process all invoices submitted by Contractor to ensure the invoices comply with the Owner's tax-exempt status.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as any other trade permits, fees, licenses, and inspections by Authorities Having Jurisdiction necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required.

§ 3.7.2 The Contractor shall comply with and give notices required by Applicable Laws, statutes, ordinances, codes, rules and regulations, and lawful orders Authorities Having Jurisdiction, applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to Applicable Laws, statutes, ordinances, building codes, rules and regulations, or lawful orders of Authorities Having Jurisdiction, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the Site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist, the Contractor shall promptly provide notice to the Owner, Project Manager, and the Architect before conditions are disturbed and in no event later than **seven (7)** Days after the first observance of the conditions. The Architect and/or Project Manager will promptly investigate such conditions and, if the Architect and Project Manager determine that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, may recommend an equitable adjustment in the Guaranteed Maximum Price or Contract Time, or both, the actual adjustment of which is subject to Owner approval. If the Owner and Contractor cannot agree on an adjustment in the Guaranteed Maximum Price or Contract Time, the Contractor may make a Claim pursuant to Article 15. If the Architect or Project Manager determine that the conditions at the Site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect and/or Project Manager shall promptly notify the Owner and Contractor in writing, stating the reasons. Notwithstanding the foregoing, no adjustment in the Guaranteed Maximum Price or Contract Time shall be allowed to the extent that the Contractor knew, or reasonably should have known of those conditions prior to the date of this Agreement.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Project Manager, Architect and any required Authorities Having Jurisdiction. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain authorization from Authorities Having Jurisdiction required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner or permitted by applicable Authorities Having Jurisdiction but shall continue with all other operations that do not affect those remains or features to the extent permitted by Applicable Law. The Guaranteed Maximum Price and Contract Time may be equitably adjusted due to delays or increased costs arising from the existence of such remains or features. Notwithstanding the foregoing, no adjustment in the Guaranteed Maximum Price or Contract Time shall be allowed to the extent that (a) the Contractor knew of those conditions prior to the date of this Agreement, or (b) information

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was given to the Contractor by Owner or Architect from which those conditions could have been discovered prior to the date of the Contractor's execution of the Agreement.

§ 3.7.6 Commissioning. The Contractor shall assist the Owner in obtaining commissioning of the Work as may be required by Owner's commissioning agent and all Authorities Having Jurisdiction over the Project including, but not limited, to TDHHS, the City of Fort Worth, Authorities Having Jurisdiction responsible for ensuring compliance with the ADA and TAS, and any other applicable Authority Having Jurisdiction, organization, or other public authority.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Guaranteed Maximum Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the Site, costs for unloading and handling at the Site, labor, installation costs, and all required taxes (except for those from which Owner is exempt), less applicable trade discounts;
- **.2** Contractor's costs for indirect overhead and profit for stated allowance amounts shall be included in the Contractor's Fee but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Guaranteed Maximum Price shall be adjusted accordingly by Change Order. No adjustments will be made unless Owner approves such adjustment. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's Fee under Section 3.8.2.2. Contractor shall keep separate and adequate records of all allowances and shall submit such records to Owner and Project Manager no less than on a monthly basis. Owner shall be responsible for costs incurred in excess of allowance amounts only to the extent approved by Owner in writing.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness in sufficient time to avoid delay in the Work.

§ 3.9 Key Personnel

§ 3.9.1 The Contractor's representative(s) designated in Section 15.2 of the Agreement, shall be those responsible for the day-to-day management of the Work. The Contractor shall keep a competent superintendent in attendance at the Project site at all times, fully authorized to act on behalf of the Contractor (the "Superintendent"). The Contractor's Superintendent shall be designated in accordance with Section 3.9.2 below. Other key personnel shall also be designated in writing as soon as practicable after award of the Contract**.** Each person shall be designated with a title and a brief description of the obligations and limitations (if any) of each representative's authority. The Contractor shall not change representatives/assignments without the Owner's written consent, which consent shall not be unreasonably withheld. The Contractor's Superintendent shall represent the Contractor, and written communications given to the Superintendent shall be as binding as if given to the Contractor. Contractor shall employ a competent safety professional and necessary assistants who shall be in attendance at the Site during performance of the Work pursuant to Section 10.1.4 herein. The safety professional shall be designated as required by Section 10.1.4 and shall enforce all applicable construction safety standards, develop a progressive discipline program, monitor employee safety compliance, and document safety violations. Contractor shall not assign or retain on the Project any person or entity to whom Owner reasonably objects. Once designated, the key personnel will not be changed unless such person becomes unable to perform any required duties due to death, injury, transfer, or termination of employment with Contractor. The Contractor's Superintendent, safety professional, and other key personnel are designated by Contractor in **Exhibit D.**

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the name and qualifications of a proposed Superintendent.

§ 3.9.3 The Contractor shall not employ a proposed Superintendent, safety professional, or any other senior project personnel to whom the Owner has made reasonable and timely objection. The Contractor shall not change the Superintendent, safety professional, or any other senior Project personnel listed in **Exhibit D** without the Owner's consent (except in the case of death, disability or termination from employment), which shall not unreasonably be

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withheld or delayed. If the Contractor changes any of the personnel, Subcontractors, or suppliers identified in the Contract Documents, the Contractor shall notify the Owner and provide the name and qualifications of the new personnel, Subcontractor or supplier.

§ 3.9.4 If Owner reasonably determines that any employee of Contractor (including but not limited to its Superintendent or other administrative or supervisory personnel) or of its Subcontractors or their Sub-subcontractors is careless or not qualified to perform the Work or responsibilities assigned to him or is otherwise not competently performing the Work or responsibilities assigned to him in accordance with the standards required by the Contract Documents, upon Owner's written request, the Contractor shall promptly remove such employee from the Work and replace such employee or cause such employee to be replaced in accordance with any requirements hereof.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 Exhibit C is a detailed baseline Project Schedule for the Work prepared by Contractor. Within **ten (10)** Days after execution of the Agreement, Contractor shall update the baseline Project Schedule to include various other dates critical to the progress of the Project, including deliverables to Owner, critical milestone dates, mobilization, procurement, installation, testing, inspection, the Required Date of Substantial Completion, the Final Completion Date, any Interim Milestone Dates, delivery of Close-Out Documents, acceptance of all the Work required under this Agreement, and any other details required for tracking the progress of the Work. The Project Schedule shall be computerized Critical Path Method (CPM) with fully editable logic with adequate detail so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities. The Project Schedule and all monthly updates should address Submittal activities as well as actual field construction activities. The Project Schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by Authorities Having Jurisdiction. All Project Schedule updates shall address the subject of how the Contractor intends to address any critical path delays previously encountered.

§ 3.10.2 Prior to submission of any Submittals, the Contractor shall also submit a "Submittal Schedule" for the Architect's and the Owner's approval which shall not be unreasonably delayed or withheld. The Submittal Schedule shall (1) be coordinated with the Contractor's Project Schedule, (2) allow the Owner, Architect, and Project Manager reasonable time to review Submittals; (3) be periodically updated to reflect the progress of the Work. If the Contractor fails to submit a Submittal Schedule, or fails to provide Submittals in accordance with the approved Submittal Schedule, the Contractor shall not be entitled to any increase in the Guaranteed Maximum Price or extension of Contract Time based on the time required for review of Submittals.

§ 3.10.3 The Contractor shall perform the Work in accordance with the most recent schedules submitted to and accepted by the Owner and the Architect. Revisions by the Contractor to the Project Schedule shall not amend, change or otherwise affect the Required Date of Substantial Completion, Date of Final Completion, any Interim Milestone Date, or any other significant dates unless approved by appropriate Change Order. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or Contract Time. In the event there is interference with the Work which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold resulting additional Contract Time and costs to a minimum.

§ 3.10.4 The Project Schedule shall provide for the most expeditious and practicable execution of the Work. The Contractor shall also work closely with the Project Team to confirm that the Project Schedule accurately reflects the status of the Project. The Contractor's Project Schedule shall be updated every month by the Contractor and submitted to the Owner and Project Manager. The Contractor is responsible for expediting the Work, identifying potential conflicts and coordination problems that could affect the Contract Time and proposing measures to avoid such problems.

§ 3.10.4.1 Whenever it becomes apparent from the updated Project Schedule or progress report that any critical date previously established by the Project Schedule is more than **ten (10)** Days behind schedule and may not be met, the Contractor shall, at the Owner's request, take any or all of the following actions with no increase to the Guaranteed Maximum Price or Contract Time (unless the delay is otherwise approved by Owner with an increase in the Guaranteed Maximum Price or Contract Time via Change Order):

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(a) Increase construction manpower and perform overtime to substantially eliminate the back-log of work and return the Project to schedule;
(b) Increase the number of working hours per shift, shifts per Day, working Days per week, the amount of construction equipment, or any combination of the foregoing which will substantially eliminate the back-log of work and return the Project to schedule;
(c) Reschedule activities to concurrently accomplish activities, to the maximum degree practicable, in the time required by the Contract Documents;
(d) Take such other action as may be requested or directed by the Owner to return the Project to Schedule.

If the Contractor fails to take any of these actions within **three (3)** Days after receiving notice from the Owner, the Owner may in addition to its other rights and remedies (i) take action to attempt to return the Project to schedule, and (ii) deduct the cost of such actions from the monies due or to become due to the Contractor, unless the delay is an Excusable Delay and the Owner requests the Contractor shall submit a recovery plan to resolve the effects of said delay. Contractor shall not be entitled to compensation from the Owner or any increase in the Guaranteed Maximum Price for the scheduled recovery efforts, except as to causes of delay to the critical path as allowed under Section 8.3 herein, and not caused by the Contractor or any Subcontractor or supplier. No approval or consent by the Owner of any plan for re-sequencing or acceleration of the Work submitted by Contractor pursuant to this Section shall constitute a waiver by Owner of any damages or losses which Owner may suffer and for which Contractor is liable hereunder by reason of such re-sequencing or the failure of Contractor to meet the Required Date of Substantial Completion, Interim Milestone Dates, or other requirements of the Agreement with regard to the Contract Time. The Owner may exercise the rights furnished pursuant to this Section 3.10.4.1 as frequently as the Owner deems necessary to facilitate the Contractor's performance of the Work's compliance with the Required Date of Substantial Completion, Final Completion Date, Interim Milestone Dates, and other critical dates set forth in the Contract Documents or accepted Project Schedule.

§ 3.11 Documents and Samples at the Site

§ 3.11.1 The Contractor shall maintain at the Site for the Owner one hard copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record changes (including changes in the field and selections made during construction). At the end of construction, the As-Built Documents shall be provided to Architect with a request to complete Record Drawings. The Contractor shall further maintain at the Site and available for Owner's inspection one record hard copy of approved shop drawings, product data, samples and similar required Submittals, along with the Submittal Log. These shall be available to the Owner, Architect, and Project Manager, and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed, at a time and place designated by Owner. These documents shall be available to Architect, Owner, and Project Manager during the progress of the Work. As-Built Documents shall contain, but not be limited to: (i) the actual location of the underground utilities and appurtenances as referenced to permanent surface improvements; (ii) the location of internal utilities and appurtenances concealed in building structures; and (iii) changes during the construction process. The As-Built Documents are to be kept accurately and no Work shall be permanently concealed until the required information has been recorded. As part of the Project Close-out Documents, and prior to release by Owner of Final Payment, Contractor shall submit two (2) sets of accurate and complete As-Built Documents and Record Drawings, in electronic form, to Owner and Project Manager in accordance with *Tex. Gov't Code § 2269.310* with Contractor's representation that the documents show complete "as-built" conditions of the Work.

§ 3.11.2 Contractor shall at all times maintain job records, including, but not limited to, invoices, payment records, payroll records, daily reports, logs, diaries, and job meeting minutes, applicable to the Project. Contractor shall make such reports and records available to inspection by the Owner, Project Manager, Architect, or their representative agents, within **five (5)** Days of request by Owner, Project Manager, Architect, or their agents.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

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§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Prior to the submission of any Submittals, the Contractor shall prepare and submit to Owner, Project Manager, and Architect a Submittal log organized by specification section, listing all items to be furnished for review and approval by Architect and Owner (the "Submittal Log"). The list shall include Shop Drawings, manufacturer's literature, certificates of compliance, materials Samples, materials, colors, guarantees, and all other items identified throughout the Specifications. Informational Submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.4.1 Submittal Log. Contractor shall indicate the type of item, contract requirements reference, and Contractor's scheduled dates for submitting the item along with the requested dates for approval answers from Architect and Owner in the Submittal Log. The Submittal Log shall indicate the projected dates for procurement of all included items and shall be updated at least monthly with actual approval and procurement dates and included with each monthly Application for Payment. Contractor's Submittal Log must be reasonable in terms of the review time for complex Submittals and shall be consistent with the Project Schedule. The Submittal Log shall be used to confirm status and disposition of particular items submitted, including approval or other action taken on the submittal. Contractor will not schedule Work requiring a submittal to begin prior to scheduling review and approval of the related Submittal.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Owner, and Project Manager, Shop Drawings, Product Data, Samples, and similar Submittals required by the Contract Documents, or subsequently required by a Change Order, in accordance with the Submittal Schedule and Submittal Log, or if not contained therein, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors taking into account the time the Architect and Owner need to review the Submittals. Contractor shall allow a minimum of **fourteen (14)** Days duration after receipt by Owner and Architect for review and approval of any Submittal and shall show the duration of each Submittal in the Submittal Log. If resubmittal is required, Contractor shall allow a minimum of an additional **ten (10)** Days for review. Owner may establish routine review procedures and schedules for Submittals at an initial construction conference and/or elsewhere in the Contract Documents. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar Submittals, the Contractor represents to the Owner that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so if Work is not yet in place, and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar Submittals, until the respective Submittal has been approved by the Owner and Architect.

§ 3.12.8 Review of Submittals. Architect's, Project Manager's, or Owner's review is only for conformance with the design concept and the information provided in the Contract Documents. Responses to Submittals will be in writing. The Work shall be in accordance with approved Submittals except that the Contractor shall not be relieved its responsibility to perform the Work consistent with the requirements of the Contract Documents by the Architect's, Project Manager's, or Owner's approval of Shop Drawings, Product Data, Samples or similar Submittals, unless the Contractor has specifically informed the Architect, Owner, and Project Manager in writing of such deviation at the time of Submittal and a Change Order or Owner Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar Submittals, by the Architect's or Owner's approval thereof.

§ 3.12.9 Contractor shall make any corrections required to a Submittal and resubmit the required number of corrected copies promptly so as to avoid delay, until Submittal approval. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar Submittals, to revisions other than those requested by the Owner or Architect on previous Submittals. In the absence of such written notice, the Architect's or

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Owner's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of Applicable Law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed or registered design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other Submittals prepared by such professional. Shop Drawings and other Submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect, Project Manager, and Owner. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Owner and Architect will review, approve or take other appropriate action on Submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the Site to areas permitted by Applicable Law, easements, statutes, ordinances, codes, rules and regulations, and lawful orders of Authorities Having Jurisdiction, and the Contract Documents and shall not unreasonably encumber the Site with materials or equipment.

§ 3.13.2 Only machinery, equipment and materials that are to be used directly in the Work shall be brought to and stored on the Site by the Contractor. The Contractor shall confine its operations and restrict its staging and storage of machinery, equipment, and materials to those areas within the Site or to such other areas authorized in writing by the Owner. Contractor shall not encumber the Site and adjacent areas with any materials or equipment and shall arrange and maintain its materials and equipment in an orderly manner so that Owner and Owner's Separate Contractors shall have reasonable access to and within the Site and any construction occurring there and in adjacent areas. After equipment is no longer required for the Work, it shall be promptly removed from the Site. Protection of the Work and of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor. The Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the Site and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the Site shall be free from all debris, building materials, and equipment likely to cause hazardous conditions.

§ 3.13.3 The Contractor, Subcontractors, and any entity for whom the Contractor is responsible shall, other than as required by Applicable Law, not erect any sign on the Site without the prior written consent of the Owner, which may be withheld in the sole discretion of the Owner.

§ 3.13.4 Without limitation of any other provision of the Contract Documents, the Contractor shall use best efforts to minimize any interference with the occupancy or beneficial use of (i) any areas and buildings adjacent to the Site and (ii) that portion of the Work of which Owner has partial occupancy, as more specifically described in Section 9.9. The Contractor shall use its best efforts to not interfere with the use of and enjoyment by neighboring landowners of their property and shall keep noise and dust to the lowest levels reasonably possible to accomplish the Work. Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Site, including, without limitation, lavatories, toilets, entrances, and parking areas other than those designated by the Owner.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

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§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall thoroughly wash and clean all glass and mirror surfaces and leave the Work neat and ready for occupancy and use before final turnover. The Contractor shall use its best efforts to prevent dust. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. All waste and rubbish containers shall be covered at all times. At the end of each week, the Contractor shall remove waste materials, and rubbish and shall properly store the Contractor's tools, construction equipment, machinery and surplus materials that could cause a hazard from and about the Project. Contractor shall restore to satisfactory condition all new and existing walks, roads, curbs and other interior or exterior improvements that have been damaged as a result of operations under the Agreement. Upon completion of the Work, the Contractor shall remove any remaining waste materials, rubbish, tools, construction equipment, machinery and surplus materials and shall leave the completed Project ready for use and occupancy and with all Work in new condition and working order.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so with its own forces or contracted services and the Owner shall be entitled to reimbursement from the Contractor or to deduct such costs from the Contractor's next Application for Payment.

§ 3.15.3 In addition to the clean-up requirements in Section 3.15.1 above, Contractor shall perform the following final cleaning at Substantial Completion of the Work:

- **.1** Remove all temporary protections;
- **.2** Remove marks, stains, fingerprints and other soil or dirt from all surfaces and other Work;
- **.3** Remove spots, mortar, plaster, soil and paint from ceramic tile, marble and other finish materials from all surfaces and other Work;
- **.4** Clean fixtures, cabinetwork and equipment, removing stains, paint, dirt, and leave in an undamaged and new condition; and
- **.5** Clean all surfaces and other Work in accordance with recommendations of the manufacturer.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Project Manager, and Architect access to the Work in preparation and progress wherever located. The Contractor shall notify the Owner regarding Project safety criteria and programs, which the Owner, Project Manager, and Architect shall comply with while at the Site. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the Site shall be free from all debris, building materials, and equipment likely to cause hazardous conditions.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Project Manager, and Architect harmless from loss on account thereof as set forth in Section 3.18.3 below, but shall not be responsible for such indemnity, defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor knows that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such indemnity, defense or loss unless such information is promptly furnished to the Owner and the Architect.

§ 3.18 Indemnification

§ 3.18.1 TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT AS SET OUT IN §3.18.2 AND §3.18.3 BELOW, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND OWNER, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (THE "INDEMNITEES" AND INDIVIDUALLY "INDEMNITEE"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK, OR OTHER ACTIVITIES OF

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CONTRACTOR OR ANY SUBCONTRACTOR, INCLUDING, BUT NOT LIMITED TO (1) THE VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE OR OTHER APPLICABLE LAW BY CONTRACTOR OR ANY SUBCONTRACTOR (OR ANY OF THEIR EMPLOYEES) OF ANY TIER; (2) ANY BOND OR LIEN CLAIM ASSERTED BY ANY SUBCONTRACTOR OR SUPPLIER OF ANY TIER FOR WORK OR MATERIALS PROVIDED TO THE PROJECT, TO THE EXTENT PAYMENT HAS BEEN RECEIVED FROM OWNER; (3) BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF OWNER OR ANY OF THE INDEMNITEES.

§ 3.18.2 INDEMNITY – EMPLOYEE INJURY CLAIMS. IN ADDITION TO THE INDEMNIFICATION PROVIDED IN SUBSECTIONS 3.18.1 AND 3.18.3, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER AND ALL INDEMNITEES FROM AND AGAINST ANY CLAIM, DAMAGE, LOSS, OR EXPENSE (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND COSTS), ARISING OUT OF, RESULTING FROM OR ATTRIBUTABLE TO ANY CLAIM OF BODILY INJURY, SICKNESS, DISEASE OR DEATH OF ANY EMPLOYEE OF CONTRACTOR, ANY SUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, BROUGHT BY SUCH INJURED EMPLOYEE OR THE EMPLOYEE'S WORKERS COMPENSATION INSURANCE CARRIER (HEREINAFTER REFERRED TO AS AN "EMPLOYEE INJURY CLAIM"), EVEN TO THE EXTENT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE SOLE OR CONCURRENT NEGLIGENCE OF OWNER OR ANY INDEMNITEE, IT BEING THE EXPRESSED INTENT OF THE OWNER AND CONTRACTOR THAT, IN SUCH EVENT, THE CONTRACTOR IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE OWNER AND INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF THE EMPLOYEE. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONTRACTOR UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS. CONTRACTOR SHALL PROCURE LIABILITY INSURANCE COVERING ITS OBLIGATIONS UNDER THIS PARAGRAPH.

§ 3.18.3 INDEMNITY – COPYRIGHT INFRINGEMENT CLAIMS. IN ADDITION TO THE INDEMNIFICATION PROVIDED IN SUBSECTION 3.18.1 AND 3.18.2 ABOVE, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER AND ANY INDEMNITEE(S) FROM AND AGAINST ANY CLAIM, DAMAGE, LOSS, OR EXPENSE (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND COSTS) ARISING OUT OF OR RELATING TO ANY CLAIM AGAINST OWNER OR INDEMNITEES ASSERTING INFRINGEMENT OR ALLEGED INFRINGEMENT OF A PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT IN CONNECTION WITH ANY INSTRUMENTS OF SERVICE FURNISHED BY OR THROUGH CONTRACTOR OR ITS SUBCONTRACTORS, EVEN TO THE EXTENT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE SOLE OR CONCURRENT NEGLIGENCE OF OWNER OR ANY OF THE INDEMNITEES OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM.

§ 3.18.4 In claims against any person or entity indemnified under Section 3.18.1 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligations hereunder shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.18.5 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under this Section 3.18 or the Additional Insured requirements of this Agreement, such legal limitations are made a part of the contractual obligations and shall operate to amend the obligations to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the obligations shall continue in full force and effect. Should any provision in this Agreement be held invalid, unenforceable or contrary to public policy, law, statute or ordinance, then the remainder of the provision, paragraph, Section and/or Agreement shall not be affected thereby and shall remain valid and fully enforceable.

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§ 3.18.6 Insurance covering the indemnification obligations of Contractor under the foregoing paragraphs shall be provided by Contractor, but Contractor's liability to Owner as provided herein shall not be limited by the amount of the insurance coverage(s) required of and provided by Contractor.

§ 3.18.7 In the event that any claim, damage, demand, cost, loss, expense or injury arises or is made, asserted or threatened against Owner or any Indemnitee, Owner shall have the right to withhold from any payments due or to become due to Contractor an amount sufficient in its judgment to protect and indemnify the Indemnitee from any and all such claims, damages, demands, costs, losses, expenses or injuries (including, without limitation, legal fees and disbursements) except to the extent covered by insurance proceeds.

§ 3.18.8 The obligations contained in this Section 3.18 shall survive the expiration, completion, abandonment and/or termination of the Agreement and Final Completion of the Work.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, and Architect, with notice to the Contractor.

§ 4.1.3 Owner may remove the Architect at any time with or without cause. If the Owner employs a new Architect, its status under the Contract Documents shall be that of the former Architect. In the case of such termination, the Owner may itself perform some or all of the responsibilities of Architect hereunder.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents or as requested by Owner. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 Upon the Owner's request, the Architect, and such other consultants retained by the Owner and Architect, will visit the Site at intervals appropriate to the stage of construction with the Project Manager, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work or portion thereof observed is being performed in a manner indicating that the Work or portions observed, when fully completed, will be in accordance with the Contract Documents. However, the Owner does not currently intend for the Architect, Project Manager, or such other consultants of the Owner or Architect to make exhaustive or continuous on-Site inspections to check the quality or quantity of the Work. Neither the Architect, Project Manager, nor such other consultants of the Owner or Architect will have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities as indicated in this Agreement.

§ 4.2.3 On the basis of the Site visits, the Architect will keep the Owner and Project Manager reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent Project Schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Neither the Owner, Architect, nor the Project Manager will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect, Owner, and Project Manager will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications Facilitating Contract Administration

Except as otherwise provided in the Contract Documents, the Architect, Project Manager, and such other persons designated by the Owner shall be copied on all correspondence between the Owner and Contractor. The Owner and Contractor may communicate directly with each other or indirectly through the Architect or Project Manager about

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matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect with the Owner copied on all written communications. Unless the Owner agrees otherwise, communications between Contractor and Owner's Consultants shall be through Owner and/or Project Manager. Except as otherwise provided in the Contract Documents, communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner, except as may be required to facilitate coordination between Contractor and such Separate Contractors.

§ 4.2.5 Based on the Architect's and Project Manager's evaluations of the progress and condition of the Work, the Contractor's Applications for Payment, and all items required to be submitted by the Contractor in Sections 9.3 and 9.10 herein and Section 12.1 of the Agreement, the Architect will review and, after consultation with the Project Manager, the Architect and Project Manager will certify the amounts due the Contractor and the Project Manager will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect, Owner, and Project Manager have authority to reject Work that does not conform to the Contract Documents. Whenever the Owner or Architect considers it necessary or advisable, the Architect and Owner will have authority to require inspection or testing of the Work in accordance with Sections 13.4.1, 13.4.2 and 13.4.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect or Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect, in cooperation with the Owner and Project Manager, will review and approve, or take other appropriate action upon, the Contractor's Submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the Submittal Log approved by the Architect and Owner or, in the absence of an approved Submittal Log, with reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or Separate Contractors while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such Submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or operating performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's and Owner's review of the Contractor's Submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's and Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's or Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Project Manager will prepare Change Orders and Owner Change Directives. The Architect and/or Project Manager will investigate and make initial determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 Promptly after the Contractor has submitted to the Owner, Project Manager, and Architect a punch list of incomplete items (the "Punchlist") and has informed them that, in the Contractor's opinion, the Work or designated portion thereof is Substantially Complete as set forth in the Contract Documents, the Architect and Project Manager shall conduct an on-Site observation with the Owner to assist the Owner in determining the date of Substantial Completion and in supplementing the Contractor's Punchlist of items remaining to be completed. Thereafter, the Architect, in collaboration with the Project Manager and Owner, will conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and Close-Out documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and assist the Project Manager in issuance of a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the Site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 In addition to responding to RFIs per Section 4.2.14, the Architect will interpret and make recommendations on matters concerning performance under, and requirements of, the Contract Documents on request of the Owner.

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§ 4.2.12 Interpretations and recommendations of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

§ 4.2.13 On matters relating to aesthetic effect, Architect will review Submittals from Contractor to determine if they are consistent with the intent expressed in the Contract Documents. Matters relating to aesthetic effect will be referred to Owner for written approval prior to Architect providing final decisions to Contractor.

§ 4.2.14 The Architect will review and respond to Requests for Information about the Contract Documents. The Contractor's RFIs shall be made to the Architect in writing with a copy to the Owner on an RFI form furnished by or acceptable to the Architect and Owner. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the Requests for Information. The Contractor shall copy and distribute the response to all persons or entities affected by response. The Architect's response to such RFIs will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.15 Subject to prior written notice and a reasonable opportunity to cure, if additional services of the Architect are required because of default or breach by the Contractor that causes additional services of the Architect to be necessary, the cost thereof shall be borne by the Contractor, and the Owner shall be entitled to reduce amounts otherwise due to the Contractor by the costs of such additional services and/or demand that the Contractor reimburse the Owner for such costs.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity defined in the Definitions section of this AIA A-201 General Conditions of the Contract, as modified for this Project.

§ 5.1.2 *[Intentionally deleted]*.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Contractor shall publicly advertise and solicit competitive lump sum bids/proposals from Subcontractors for the performance of all major elements of the Work other than the minor Work that may be included in the Contractor's General Conditions Costs. Criteria for determining the bid/proposal that provides the best value to the Owner shall be established by the Contractor and Owner and included in the request for bids/proposals. The Contractor shall notify the Owner in advance in writing of the date it will receive the bids/proposals.

§ 5.2.1.1 The Contractor shall schedule and conduct pre-bid conferences with interested bidders/proposers, Subcontractors, including material suppliers and equipment suppliers, and record minutes of the conferences. Contractor shall also respond in writing, to all parties attending, to questions raised in these conferences.

§ 5.2.1.2 All Subcontractor bids/proposals shall be opened by Contractor in the presence of Owner and Project Manager. The Contractor, Owner, and Project Manager shall review all Subcontractor bids/proposals in a manner that does not disclose the contents of any bid/proposal to persons not employed by the Owner, Contractor, or Project Manager during the selection process. All bids/proposals shall be publicly available after award of the contract or within **seven (7)** Days after the date of final selection, whichever is later.

§ 5.2.1.3 If Contractor reviews, evaluates, and recommends to Owner a bid/proposal from a Subcontractor, but Owner requires another bid/proposal to be accepted, Owner shall compensate Contractor by a change in the Contract Time or Contract Sum for any additional cost and risk that Contractor incurs because of Owner's requirement that the other bid/proposal be accepted.

§ 5.2.1.4 Contractor may seek to self-perform portions of the Work identified for self-performance in the bid/proposal strategy ("Self-Performed Work"). Contractor must submit a bid/proposal for the Self-Performed Work in the same manner as all other Subcontractors, but must submit such bid/proposal directly to the Owner at least **twenty-four (24)** hours prior to receiving similar bids from other parties. After reviewing all the bids, the Owner will determine whether the Contractor's bid/proposal provides the best value for Owner, which determination is final. If selected as the best value, the Contractor must perform the approved Self-Performed Work in accordance with the same terms and conditions as its other Subcontractors. For payment purposes, the Contractor shall account for Self-Performed Work in the same manner as it does all other Subcontractor costs. In the event an adjustment is required to the cost of any awarded Self-Performed Work, the awarded amount shall be treated as a lump sum

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amount and any adjustment to said amount must be approved through the Change Order process identified in Section 7.2 herein.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 *[Intentionally deleted.]*

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

§ 5.3.1 By appropriate written agreement, in form and substance acceptable to Owner, Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound by terms of the Contract Documents, and to assume all the obligations and responsibilities, required to carry out the Work in accordance with the Contract Documents, including, but not limited to, the indemnity obligations and responsibility for safety of the Work. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. Contractor shall require all Subcontractors to (i) carry the insurance in the type and amount required by the Agreement and **Exhibit H**, (ii) indemnify the Owner to the same extent as required by the Contractor under the Contract Documents, and (iii) make the same warranties for the applicable portion of the Work to the Owner as required by the Contractor under the Contract Documents. The Contractor shall promptly inform the Owner in writing of any inability to comply with these requirements.

§ 5.3.2 Contractor shall assign to Owner, from time to time as Owner may request, all assignable guaranties, warranties, and indemnities extended by any Subcontractor, materialman, mechanic or vendor with respect to any work, materials, equipment, or services performed or furnished by the issuing party and forming a part of the Work. Contractor shall use its best efforts to obtain assignable guaranties, warranties and indemnities with respect to the Work. Contractor shall, if requested by Owner, enforce any non-assignable guaranty, warranty or indemnity in its name but on behalf of Owner and otherwise assist Owner in realizing the full benefits thereof.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner pursuant to Sections 14.2 or 14.4, and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract. Owner shall only be responsible for those obligations of Contractor that (i) accrued prior to Owner's exercise of any rights under the conditional assignment and for which Owner has not made payment to Contractor and (ii) accrue subsequent to Owner's exercise of any rights under the conditional assignment. Each Subcontract shall so limit Owner's liability upon exercise of its rights under the conditional assignment. Nothing contained herein shall waive Contractor's obligations that arise out of Work performed under any agreement prior to Owner's acceptance of the assignment. Upon such assignment to the Owner under this Section 5.4.1, the Owner may further assign the agreement to a successor Contractor or other entity.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than **ninety (90)** Days, the compensation of Subcontractor whose agreement has been accepted for assignment by the Owner may be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 *[Intentionally deleted]*.

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§ 5.4.4 Notwithstanding the foregoing, in the event of a termination for convenience under Section 14.4 below, Contractor's rights under each subcontract agreement with regard to the respective Subcontractor's obligation to correct defective or non-conforming Work or with regard to the respective Subcontractor's warranty obligations for portions of the Work performed by the Subcontractor are assigned by the Contractor to the Owner in the event of such termination on a non-exclusive basis such that Owner shall also have the right to enforce such obligations.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained to award separate contracts in connection with other portions of the Project or other construction or operations on the Site under conditions of the Contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 *[Intentionally deleted].*

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with all Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the Construction Schedule deemed necessary after a joint review and mutual agreement, and, if the result is an extension of the Contract Time, by a signed Change Order setting forth the agreed adjustment to the Contract Time. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 *[Intentionally deleted].*

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by Owner or Separate Contractor that would render it unsuitable for proper execution and results of Contractor's Work. Failure of the Contractor to report shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable. If the Contractor fails to make such report, the Contractor shall be liable for any damages, costs or liability resulting therefrom, including, without limitation, any fines, consulting fees, and costs of correction of the Work.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities, defective construction, or failure to protect the Work. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work, or defective construction so long as the Contractor complies with Section 6.2.2.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5. Should the Contractor cause damage to the work or property of any Separate Contractor, the Contractor shall, upon due notice, promptly attempt to settle with such other Separate Contractor by agreement, or otherwise to resolve the dispute.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

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§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and keeping the surrounding area free from waste materials and rubbish, the Owner may clean up and equitably allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, only by Change Order or Owner Change Directive, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement between the Owner and Contractor.; The Owner may issue an Owner Change Directive without agreement by the Contractor.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order or Owner Change Directive. From time to time, Owner may authorize changes in the Work, issue additional instructions, require additional Work or direct the omission of Work previously ordered; provided, however, Contractor shall not, under any circumstances, proceed with any change without prior written authorization from Owner in accordance with this Article 7 if such change would (1) increase or decrease the Guaranteed Maximum Price or; (2) extend the Contract Time; or (3) otherwise affect the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument signed by the Owner and the Contractor stating their agreement upon all of the following for the items covered in each Change Order as well as the cumulative effect and impact of all previous Change Order(s):

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Guaranteed Maximum Price; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Unless otherwise provided in the Change Order, agreement on any Change Order shall constitute a final settlement of all matters in whole or in part arising from or relating to the change in the Work which is the subject of the Change Order, including but not limited to, all direct and indirect costs associated with such change and any and all adjustments to Guaranteed Maximum Price, the Contract Time and the Project Schedule. In the event a Change Order increases the Guaranteed Maximum Price, Contractor shall include the Work covered by such Change Orders in Applications for Payment as if such Work were originally part of the Contract Documents. Only changes in the Work through properly authorized and executed Change Orders and Owner Change Directives may be included in Contractor's Application for Payment.

§ 7.2.3 The Contractor shall not accept any request for a Change Order from any person other than the Owner and may not perform any Work asserted to constitute a change in the Work until the Owner has issued an Owner Change Directive or executed the Change Order, unless the Owner authorizes in writing that the Contractor to proceed with a change prior to the Owner's final execution of a Change Order.

§ 7.2.4 Change Order Requests ("CORs"). In the event (1) the Contractor determines it is necessary to propose a change in the Work or (2) the Owner notifies Contractor of a desired change in the Work, the Contractor shall promptly (but in no event later than **ten (10)** Days after receipt of the request) deliver to the Owner, Project Manager, and Architect three (3) completed copies of its Change Order Request ("COR") setting forth in detail, with a suitable breakdown by trades and work classifications, the Contractor's estimate of the changes in the Guaranteed Maximum Price (together with appropriate data acceptable to the Owner supporting such estimate, including but not limited to bids, cost estimates, and applicable unit prices) and any proposed adjustment to the Contract Time resulting from the change. CORs shall be in such form or forms as directed by the Owner, Project Manager, or the Architect and comply with the following requirements:

.1 Each COR shall be numbered consecutively and shall include all material costs, labor costs, fees, and other reimbursable Cost of the Work, including all Subcontractors costs, and any applicable Contractor's Fee or profit. The COR shall specify all costs related to the proposed change in the Work, including any disruption or impact on performance.
.2 The Subcontractor's itemized accounting shall be included with the COR.

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.3 If the COR is returned to the Contractor for additional information or if the scope of the proposed change in the Work is modified by additions, deletions or other revisions, the Contractor shall revise the COR accordingly and resubmit the revised COR to the Owner.

.4 A revised COR shall bear the original COR number suffixed by the letter "R" to designate a revision in the original COR. If additional revisions to a revised COR are necessary, each subsequent revision shall be identified by an appropriate numeral suffix immediately following the "R" suffix.

.5 The Contractor shall request extensions of Contract Time, if any, due to changes in the Work only at the time of submitting the COR. If no time is included in the COR, it shall conclusively be presumed that the Contract Time shall not be affected by the Work which is the subject of the COR.

.6 The Contractor shall maintain such Change Order log (with CORs) in such form as directed by Owner.

§ 7.2.5 Processing of CORs/Change Orders.

§ 7.2.5.1 The Owner, Project Manager, and the Architect shall review properly prepared, timely CORs submitted by the Contractor for changes in the Work, including adjustments to the Guaranteed Maximum Price or Contract Time. Upon written approval of a COR by the Owner, unless otherwise specified by Owner, the Contractor shall prepare a Change Order reflecting the agreed-upon changes as set forth in the Contractor's COR (or such other changes agreed upon by the Owner and the Contractor). The Change Order may include several approved CORs in a Change Order so long as the Contractor clearly identifies each approved COR by number, description and amount approved and attaches the approved COR to the Change Order.

§ 7.2.5.2 If the Contractor's COR is not agreed to by the Owner or if the Contractor fails to submit a COR to Owner within **ten (10)** Days of an Owner request for a COR, the Owner may nevertheless issue an Owner Change Directive directing the Contractor to perform the requested change in the Work. If so issued, the Contractor shall proceed with the Work authorized by same and the increase or decrease, as applicable, in the Guaranteed Maximum Price as a result of such additive or deductive changes in the Work shall be calculated as set forth in Section 7.3 and the adjustment of the Contract Time shall be as proposed in the Owner Change Directive. If the Contractor disagrees with the adjustments stated in the Owner Change Directive, the Contractor may submit a Claim as set forth in Article 15.

§ 7.2.6 Except as permitted in the Agreement or herein with regard to amounts to which Owner is entitled to payment or offset arising from Contractor's breach or default hereunder, a change in the Guaranteed Maximum Price or the Contract Time shall be accomplished **only** by an Owner Change Directive or Change Order without prejudice, however, to Contractor's right to assert its entitlement to a change in the Guaranteed Maximum Price or Contract Time in accordance with Article 15. No course of conduct or dealings between the parties, nor verbal instructions, express or implied acceptance of alterations or additions to the Work, nor refinement or further detailing of Drawings and Specifications, shall be the basis of any Claim to any increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents and Contractor hereby releases and waives all Claims for extras, changes or increases therein, unless such extras, changes and increases are specifically authorized by a written Change Order or Owner Change Directive, signed by Owner, in accordance with this Article 7.

§ 7.3 Owner Change Directives

§ 7.3.1 An Owner Change Directive is a written order signed by the Owner, directing a change in the Work prior to agreement on adjustment, if any, in the Guaranteed Maximum Price or Contract Time, or both. The Owner may, by Owner Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Guaranteed Maximum Price and Contract Time being adjusted accordingly. The Owner at any time may also by an Owner Change Directive, without invalidating the Contract, order the Contractor to perform work in the event of a dispute with the Contractor as to whether such work is part of the Work under the Contract Documents and the Contractor may submit a claim in accordance with Article 15.

§ 7.3.2 An Owner Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Owner Change Directive provides for an adjustment to the Guaranteed Maximum Price, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

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.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Reimbursable Cost of the Work plus Contractor's Fee;
.4 Actual cost of the Change in the Work to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.5 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Owner Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of an Owner Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner, Project Manager, and Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Owner Change Directive for determining the proposed adjustment in the Guaranteed Maximum Price or Contract Time.

§ 7.3.6 An Owner Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Guaranteed Maximum Price and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond within **ten (10)** Days of submittal of the Owner Change Directive or indicates a disagreement with the method for adjustment in the Guaranteed Maximum Price within that same **ten (10)** Day period, the Architect in collaboration with the Project Manager shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change and including, in the case of an increase, an amount for Subcontractor overhead and profit, if any, as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Owner, Project Manager and/or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, and labor burden as set forth in **Exhibit B** and **Attachment B-1**;
.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
.4 Costs of permit fees, and sales, use or similar taxes related to the Work; and
.5 Additional costs of supervision and field office personnel directly attributable to the Change unless otherwise included in another Cost of the Work.

The costs referred to in this Section 7.3.7 shall be reasonable costs. Contractor shall not be entitled to an increase of the Contractor's Fee or additional mark-up as a result of any Change Order, except as specifically permitted in Section 5.1.2 of the Agreement.

§ 7.3.8 Except as otherwise provided in the Agreement, the amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Guaranteed Maximum Price shall be calculated as provided in Section 5.1.2 of the Agreement. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for profit shall be figured on the basis of net increase or decrease, if any, with respect to that change, to the extent such change is authorized by the Agreement.

§ 7.3.9 Pending final determination of the total cost of an Owner Change Directive, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Architect, in collaboration with the Project Manager, will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Guaranteed Maximum Price on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15. Further, pending final determination of any adjustment to the Contract Time, a Change Order shall be issued indicating the parties' agreement with part or all of the appropriate time adjustment, and for any portion of such time adjustment that remains in dispute, the Architect in collaboration with the Project Manager will make an interim determination, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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§ 7.3.10 When the Owner and Contractor agree with a determination concerning the adjustments in the Guaranteed Maximum Price and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order. Change Orders may be issued for all or any part of an Owner Change Directive.

§ 7.4 *[Intentionally deleted.]*.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Contract Time is defined in Article 1.1.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect and approved by Owner in accordance with Section 9.8.

§ 8.1.4 The term "Day" as used in the Contract Documents is defined in Article 1.1.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the Site or elsewhere prior to the effective date of insurance required by Article 11 and **Exhibit H** to be furnished by the Contractor to the Owner. The Contract Time shall not be adjusted as a result of the Contractor's failure to obtain insurance required under this Contract.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2.4 Contractor shall perform the Work in accordance with the Project Schedule and the Required Dates of Substantial Completion and Final Completion and all Interim Milestone Dates contained therein, which shall not exceed the time required under Sections 4.3.1 and 4.3.2 of the Agreement. The term "Float" as used in the Contract Documents shall mean "total float" and shall mean the difference between the time available to accomplish an activity and the estimated time required and is as determined by the most recently updated Project Schedule. All Float contained in the Project Schedule shall be considered a Project resource available to Owner or Contractor, on an as-needed basis, to achieve Project Schedule milestones, Interim Milestone Dates, Substantial Completion, and/or Final Completion. All Float shall be shown in the Project Schedule. Identification of (or failure to identify) Float on the Project Schedule shall be evaluated by the Owner and Project Manager in determining whether to approve the Project Schedule. Once identified, Float shall be monitored, accounted for, and maintained in accordance with critical path methodology in the Project Schedule.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 Weather Delays. If adverse weather conditions are the basis for a Claim for additional time, Contractor shall demonstrate the manner in which the critical path of the Project Schedule is impacted by the alleged delay due to the adverse weather conditions. In addition, each such Claim for additional time related to adverse weather conditions shall be documented by data substantiating that weather conditions had adverse effect on the critical path of the Project Schedule and that conditions experienced fall outside what Construction Manager reasonably anticipated and mutually agreed to by Owner and Construction Manager.

. Regardless of actual weather conditions, any Day in which the Contractor is able to work sixty percent (60%) or more of its scheduled work force shall not be counted as an adverse weather condition for purposes of calculating weather related time extensions. In evaluation of the above, Saturdays will be considered as make-up days for time lost during the normal work week due to weather, and Saturdays which are considered as workable shall offset claims made by the Contractor for adverse weather conditions, unless Contractor had previously submitted a schedule to the Owner that reflected it would work on that Saturday.

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§ 8.3.1.1 Adverse weather conditions or precipitation events will be recorded at the Site. They also may include subsequent muck Days, dewatering, and ice/snow removal and other related effects of the weather event. Adverse weather conditions shall not be considered a basis for an extension of Contract Time unless the number of Days of adverse weather conditions experienced during that month fall outside of the number of days Construction Manager has allocated in its schedule for weather delays and are mutually agreed to by Owner and Construction Manager. All adverse weather conditions will be logged by the Contractor daily in the construction Daily Logs and included in a weather report which will be provided monthly to the Owner.

§8.3.1.2. Contractor represents and warrants to Owner, as a material inducement to the execution of this Contract, that Contractor has considered all reasonably foreseeable risks and occurrences that could occur with respect to the timely completion of the Work. Without limiting the foregoing, Contractor warrants and represents that in establishing the Project Schedule, Contractor has given full consideration to and takes responsibility for the effect of inclement weather and adverse weather conditions during the construction period.

§ 8.3.1.3 Extensions of time shall be the Contractor's **sole remedy** for Weather Delay caused by adverse weather conditions but shall only be granted if (a) Contractor provides notice of the adverse weather condition to Owner and Project Manager within **forty-eight (48)** hours of experiencing such adverse weather condition; (b) such delay is beyond what Construction Manager reasonably anticipated in its schedule (c) the delay is substantiated to have affected the critical path of the Project Schedule; and (d) the Owner approves the extension of Contract Time in an approved Change Order.

§ 8.3.2 Non-Weather Delay. If the critical path of the Work of the Contractor is delayed at any time in the commencement or progress of the Work (1) by unanticipated physical conditions at the Project, other than adverse weather conditions (which shall be resolved pursuant to Section 8.3.1 above) fire, pandemics, epidemics, governmental orders or delays, unavoidable casualties, or other causes beyond the Contractor's control and not arising or resulting from the negligence, inattention or fault of Contractor or any of its Subcontractors ("Excusable Delay"); (2) by the acts or negligence of the Owner, Project Manager, or of an employee of Owner, or of a Separate Contractor employed by the Owner; or (3) by changes ordered in the Work, and Contractor has provided a notice of potential delay within **forty-eight (48)** hours of Contractor becoming aware of such event or circumstance, the Contract Time may be extended by Change Order for such time as may be reasonably determined by the Project Manager and approved by Owner, and then only for the amount of time Contractor has been actually and directly delayed and only if allowed under Section 8.3.3 below. Notwithstanding the foregoing, the **Contractor acknowledges and agrees that neither adjustments in the Contract Time nor adjustments in the Guaranteed Maximum Price** will be permitted if (1) any delay is caused by the negligence or fault of the Contractor and/or its Subcontractors; or (2) Contractor failed to provide a notice of potential delay. Contractor acknowledges the limitations of this provision and shall cooperate with Owner to at all times minimize and mitigate the impact of any delay to completion of the Work.

§ 8.3.3 No Damage for Delay. Notwithstanding any other provision in the Contract Documents, an extension of the Contract Time shall be the **sole remedy** of Contractor for Weather Delay. Any delay caused by or resulting from changes ordered in the Work shall be provided in the particular Change Order and no additional Contract Time or cost will be allowed except as agreed therein. As to Excusable Delay or Owner-Caused Delay or interference, extensions of time may be provided but no compensation for delay will be allowed except as set forth in Section 8.3.3.1 below. Contractor shall not be entitled to any compensation or recovery of any other damages including, without limitation, consequential damages, lost opportunity costs, impact damages, loss of productivity, or other similar damages.

§ 8.3.3.1 Excusable Delay and Owner-Caused Delay. Contractor shall provide notice of an Excusable Delay or Owner caused delay within **forty-eight (48)** hours of first experiencing such Delay. The amount of any Claim for damages asserted by Contractor for an Excusable Delay or Owner-Caused Delay shall not exceed the Contractor's actual, direct General Conditions Costs incurred for that certain period of time of the delay and documented reasonable increases to Subcontractor Cost, but not to exceed pre-established labor rates. "Direct General Conditions Costs" shall mean, the allowable Costs of the Work designated as General Conditions Costs in Article 7 of the Agreement. Contractor shall not be entitled to (a) any indirect or consequential damages, (b) home office overhead, home office charges, or any damages based on Eichleay formula calculation; (c) recovery of any damages based on a comparison of planned expenditures to total actual expenditures, or on losses of labor efficiency, or on a comparison of planned manloading to actual manloading, or any other analysis that is used to show damages indirectly; (d) any profits or lost profits, except as expressly recoverable as Contractor's Fee on the Cost of the Work as set forth in the

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Agreement; (e) exemplary damages, or (f) unjust enrichment damages. All recoverable costs must be shown to have been *directly caused* by an Excusable Delay or Owner-Caused Delay. For delays attributable to Contractor or its forces occurring concurrently with Excusable Delay or Owner-Caused Delay, Contractor shall be entitled to recover its Direct General Conditions Costs incurred and documented reasonable increases to Subcontractor cost except to the proportionate extent that such delay is attributable to Contractor.

§ 8.3.3.2 The Owner's exercise of any of its rights or remedies under the Contract Documents (including, without limitation, ordering changes in the Work, or directing suspension, rescheduling, or correction of the Work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as interference in the Contractor's performance of the Work or a wrongful act of Owner. Notwithstanding Section 8.3.3 or 8.3.3.1 above, no extension of Contract Time or any additional costs shall be granted or allowed unless the Contractor demonstrates that the delay in completion of the Work was caused by a delay in a portion of the Work that was on the critical path of the Project. Nothing contained herein shall prohibit recovery by Owner of liquidated damages for Contractor's delay pursuant to the Agreement. Contractor shall not be compensated nor given extensions of time for delays that are unexcused.

§ 8.3.4 Contractor and all Subcontractors, consultants, and suppliers will comply with all orders, regulations, or requirements issued by any Authority Having Jurisdiction that may affect commercial construction in the county where the Project is located. Contractor and its Subcontractors and suppliers will employ commercially reasonable efforts to mitigate any delays and/or increased costs related to price escalations in the marketplace, tariffs, or labor or materials shortages. Notwithstanding the foregoing, Owner has requested that Contractor prepare the Project Schedule and all bids/proposals keeping in mind reasonably foreseeable delays in deliveries, workforce inefficiencies, price escalations, price fluctuations, and potential shortages of materials. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor or any contractors, subcontractors, or suppliers to comply with the requirements of this Section or to include in the bids/proposals or Project Schedule sufficient time or amounts to address reasonably foreseeable delays in deliveries, workforce inefficiencies, or shortages of materials.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is defined in Section 5.1 of the Agreement.

§ 9.2 Schedule of Values

The Schedule of Values is attached as **Exhibit A** to the Agreement. The Schedule of Values shall be allocated to the various portions of the Work, by trade, with supporting data received from Subcontractors (including Subcontractor schedules of values), and shall incorporate costs for each Subcontractor for each portion of the Work and for General Condition Costs and the Contractor's Fee. The Schedule of Values shall be prepared in such a manner that each major item of Work and each contracted or subcontracted item of Work is shown as a line items on AIA Document G702/703 or such other format required by Owner, Application and Certificate for Payment, Continuation Sheet or other form acceptable to Owner. The Schedule of Values shall follow the trade divisions of the Specifications so far as practicable and shall not overvalue early job activities. Except as otherwise agreed in writing by the parties, the Contractor's General Conditions Costs, Contingency, allowances, and Contractor's Fee shall be included as separate line items. Any modifications or amendments to the Schedule of Values must be approved by the Owner. The Contractor shall provide an analysis of the Schedule of Values, showing actual performance as compared to the original projection, as part of its monthly progress report pursuant to Section 3.8.2.2.

§ 9.3 Applications for Payment

§ 9.3.1 Applications for Payment will be submitted in accordance with Article 12 of the Agreement.

§ 9.3.1.1 Contractor's Application for Payment shall be notarized and the Application and Pencil Draw supported by data substantiating the Contractor's right to payment as required by this Agreement or as the Owner, Project Manager, or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. The Owner shall have the right, but not the obligation, to make payments directly to Subcontractors and materialmen or to make payments jointly to Contractor and Subcontractor, laborer or materialman, as and when Owner deems appropriate.

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§ 9.3.1.2 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Owner Change Directives, or by interim determinations of the Architect in consultation with Project Manager, but not yet included in Change Orders.

§ 9.3.1.3 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the Site at a location agreed upon in writing. Notwithstanding anything herein to the contrary, if it is reasonably necessary for the Contractor to purchase materials or equipment and store them off-Site in order to maintain the Project Schedule, Owner shall not unreasonably withhold, condition or delay its approval of payment for such items. Payment for materials and equipment stored on or off the Site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the Site, for such materials and equipment stored off the Site. Contractor shall also comply with the following requirements:

.1 Materials shall be stored at a commercial warehouse meeting Owner's criteria as stated in this Section 9.3.2.

.2 Title to such materials shall be vested in the Owner as evidenced by documentation satisfactory in form and substance to the Owner including, without limitation, recorded financing statements, UCC filings, and UCC searches.

.3 With each Application for Payment, the Contractor shall submit to the Owner a written list identifying each location where materials are stored off the Site and the value of materials at each location. Timestamped photos of stored materials must be provided with each Application for Payment.

.4 The Contractor shall procure insurance satisfactory to the Owner for materials stored off the Site in an amount not less than the total value thereof and insurance to cover materials in transit from the off-Site storage facility to the Site. Contractor shall provide necessary Certificates of Insurance to demonstrate compliance with the insurance requirements.

.5 Owner and Project Manager shall have the right to make inspections of the storage areas at any time. Warehouse records, receipts and invoices shall be available to Owner upon request to verify the quantities of materials and their disposition. Warehouse and storage facilities must be insured and bonded in such amounts as to cover stored materials.

.6 Such materials shall be (1) protected from diversion, destruction, theft, and damage to the satisfaction of the Owner; (2) specifically marked for use on the Project; and (3) segregated from other materials at the storage facility.

§ 9.3.3 The Contractor warrants that title, but not the risk of loss or damage, to all Work covered by an Application for Payment will pass to the Owner no later than the earlier to occur of (i) incorporation into the Work, or (ii) the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.3.4 The Contractor shall submit with each Application for Payment such releases and waivers of liens as required by Sections 12.1.6.1.4 and 12.1.6.1.5 of the Agreement, duly executed, from itself and each Subcontractor, material supplier, or other person or entity for Work covered by the Application for Payment, and any other items, documents and information required by the Owner to evidence that the Work covered by the Application for Payment has been performed in accordance with the Contract Documents and Applicable Laws. Contractor shall defend, indemnify and hold harmless Owner and any related entities from any liens or bond claims filed by any Subcontractor, laborer, materialman or supplier claiming through Contractor. Such indemnification may be provided through the payment bond required for the Work. If the payment bond fails to satisfy, remove or discharge any such lien or claim, upon **five (5)** Days' notice from Owner that such failure has occurred, Contractor will defend, indemnify and hold harmless Owner from such claim and shall be responsible for all damages, losses, payments, costs and fees, including attorney's fees, incurred by Owner as a result of such claims.

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§ 9.3.5 In the event of termination for convenience or cause, or default by the Contractor, the items in storage upon which payment has been made, will be promptly turned over to Owner at a location designated by Owner. All surety bonds provided by Contractor for the Project shall cover any claim respecting materials stored off-Site.

§ 9.4 Certificates for Payment

§ 9.4.1 If the Contractor has complied with Section 12.1.3.1 of the Agreement as it concerns submittal of the Pencil Draw and the subsequent review and submittal of the formal Application for Payment process, Project Manager in consultation with the Architect shall, within the time periods provided in such Section, certify the Application for Payment. Upon certification Project Manager shall issue to the Owner, with a copy to the Architect and Contractor, a Certificate for Payment for such amounts approved, which shall be reduced by retainage, as the Project Manager determines is proper. If the Certificate for Payment cannot be issued, Project Manager shall notify the Owner and Contractor of its reasons for withholding certification of the Application for Payment and issuance of a Certificate for Payment. All Certificates and payments, including those pursuant to a pending Claim, shall be subject to the Owner's approval.

§ 9.4.2 The Architect and Project Manager shall, as appropriate to the type and stage of construction progress and as otherwise required by this Agreement, but not less than monthly, conduct on-Site inspections of the Work to review the progress and quality of the Work, to determine if the Work is proceeding in accordance with the Contract Documents, and to guard the Owner against defects and deficiencies in the Work. On the basis of such on-Site inspections, the Project Manager will work collaboratively with the Architect to certify and issue Certificates for Payment. After the Project Manager and Architect have performed their obligations under this Section 9.4.2, the Project Manager will issue a Certificate for Payment if it finds that all requirements have been met. The Architect's certification of an Application for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's inspections at the Site, that the Work, as inspected by Architect, has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. Project Manager's certification and issuance of a Certificate for Payment shall constitute a representation by the Project Manager, based on its observations at the Site, that the Work has progressed to the point indicated and that the payment requested reasonably corresponds to the quantity of the Work performed as observed by the Project Manager. The issuance of a Certificate for Payment by the Project Manager will not be a representation that the Project Manager has made any examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Guaranteed Maximum Price.

§ 9.4.3 The review by Architect and issuance of a Certificate for Payment by Project Manager shall constitute a recommendation to the Owner in respect to the amount to be paid. This recommendation is not binding on the Owner if, in Owner's opinion, legitimate reasons for nonpayment exist including, but not limited to the reasons set out in Section 9.5.1. If the Owner declines to make payment upon a Certificate for Payment, the Owner shall promptly notify the Contractor of the reasons therefor.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 A Certificate for Payment may be withheld in whole or in part, to the extent reasonably necessary to protect the Owner due to (a) the inability to certify the Application for Payment as indicated in Section 9.4.2 above; or (b) the determination that the Work has not progressed to the point indicated in the Contractor's Application for Payment. If the Project Manager is unable issue a Certificate for Payment in the amount of the Application for Payment, the Project Manager will notify the Contractor, Architect, and Owner as provided in Section 9.4.1. If the Contractor, Architect, and Project Manager cannot agree on a revised amount, the Project Manager, performing its obligations under Section 9.4, will promptly issue a Certificate for Payment for the amount the Project Manager deems to be due and owing. The Owner, through Project Manager, may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent necessary to protect the Owner from loss for which the Contractor is responsible because of:

- **.1** defective Work not remedied;
- **.2** Contractor has been paid and labor, material or equipment claims are filed by any Subcontractor and the payment bond surety has not responded to the claim as required by the payment bond;
- **.3** failure of the Contractor to make payments properly to Subcontractors or others for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Guaranteed Maximum Price;

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.5 damage to the Owner or a Separate Contractor to the extent it is either not covered by Contractor's insurance or Contractor's insurer has not confirmed the existence or amount of coverage;

.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover damages for the anticipated delay permitted under the Contract Documents;

.7 failure to carry out the Work in accordance with the Contract Documents as advised by and with input from the Architect or Project Manager, as necessary to interpret or clarify the Contract Documents;

.8 the assessment of any fines or penalties against Owner as a result of Contractor's failure to comply with Applicable Laws;

.9 discovery that Work associated with a prior payment was not in fact achieved, or that Work associated with a prior payment contained defective Work;

.10 Contractor owes Owner liquidated damages or other amounts under the terms of this Agreement;

.11 failure of the Contractor or its Subcontractors or other personnel or entities under the control of Contractor to update the Project Schedule, Submittal Log, Daily Log, or to attend Project meetings as required by Owner and/or the Contract Documents;

.12 Contractor has failed to provide any or keep in force or failed to cause a Subcontractor to provide or keep in force any insurance required by this Agreement; or

.13 any material breach of the Agreement or any other reason for which Owner is entitled to withhold payment under this Agreement.

§ 9.5.2 *[Intentionally deleted]*.

§ 9.5.3 When the reasons for withholding certification and/or payment are removed, certification and/or payment will be made for amounts previously withheld. If the Owner through Project Manager withholds certification for payment under Section 9.5.1.3, or if Project Manager or Owner otherwise becomes aware that Contractor is not making proper payments to Subcontractors, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered; *provided, however,* nothing contained herein shall obligate Owner to issue such joint checks.

§ 9.5.4 If Contractor disputes any determination by Architect, Project Manager, or Owner with regard to all or any part of an Application for Payment or a Certificate for Payment, Contractor shall nevertheless expeditiously continue to prosecute the Work but shall be entitled to make a Claim as provided in Article 15.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect and Project Manager have each certified the Application for Payment and the Project Manager has issued a Certificate for Payment, the Owner shall make payments in the manner and within the time provided in the Contract Documents. Progress payments will be made as provided in Section 12.1 of the Agreement, assuming a complete Application for Payment package is received pursuant thereto and in conformance with Article 9.3 herein. Notwithstanding the foregoing, Owner may withhold payment as provided in Sections 9.4.3 and 9.5.1 herein.

§ 9.6.2 The Contractor shall promptly pay each Subcontractor no later than **ten (10)** Days after receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to a Subcontractor information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect, Project Manager, and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 Contractor shall use all sums advanced to it pursuant to this Agreement solely for the purpose of performance of the Work in accordance with the Contract Documents. Payments to all Subcontractors, suppliers, materialmen, and other parties furnishing labor and materials in connection with performance of the Work shall be accompanied by Conditional Waiver and Release on Progress/Final Payment documents in conformance with Texas law which shall be signed by the appropriate Subcontractor to release mechanic's and materialman's liens through the effective

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date of such previous Application for Payment pursuant to Section 12.1.6.1 of the Agreement. Final payment shall not be released to Contractor until Owner has received the information required by Section 12.2 of the Agreement. Without limiting the foregoing, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor or supplier, except as may otherwise be required by Applicable Law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of defective Work or Work that does not comply with the Contract Documents or industry standards.

§ 9.6.7 Payments received by the Contractor for Work properly performed by Subcontractors and other persons or entities providing services or work for the Contractor, shall be held by the Contractor for the Subcontractors, for which payment was made by the Owner.

§ 9.6.8 Contractor shall maintain a detailed and accurate accounting system that shall be necessary for the proper financial management of the Project. Contractor's records and receipts shall allow for ready identification of all charges included in contracts, subcontracts, purchase orders, Change Orders, invoices and Applications for Payment.

§ 9.7 Failure of Payment

§ 9.7.1 Subject to Owner's right to withhold sums from payment set forth in Section 9.4.3 and/or 9.5.1 above, if the Project Manager does not issue a Certificate for Payment, through no fault of the Contractor, within **ten (10)** Days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within the time periods established in the Contract Documents the amounts due to Contractor pursuant to the Contract Documents, then the Contractor may, upon **ten (10)** additional Days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Guaranteed Maximum Price shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner within **thirty (30)** Days of notice of the amount due, or the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to: (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner; or (2) issue a written notice to the Contractor reducing the Guaranteed Maximum Price by an amount equal to that which the Owner is entitled.

§ 9.8 Substantial Completion

§ 9.8.1 In addition to such other requirements and conditions as set forth in the Agreement, Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy and utilize the Work for its intended use; provided, however, as a condition precedent to Substantial Completion, in addition to such other requirements and conditions as set forth in this Agreement, the Texas Department of Health and Human Services ("TDHHS") and any other Authority Having Jurisdiction over the Project has certified that the Work is complete and can be occupied, all systems and facilities necessary for the Owner's occupancy of the premises have been installed and are in good operating order and condition, equipment has been fully tested, balanced, and commissioned, and Owner has received all certificates of occupancy or their equivalent (which may be temporary) and any other permits, approvals, licenses, and other documents from any Authority Having Jurisdiction thereof necessary for the beneficial occupancy of the Project (or if the same cannot be delivered for reasons not the fault or responsibility of Contractor, nevertheless all Contractor's obligations necessary to the issuance of such certificates, permits, approvals, or licenses will have been performed); and the Contractor has certified that all remaining Punchlist items (as defined in Section 9.8.2) can be completed within **thirty (30)** Days. In general, the only remaining Work shall be minor in nature, so that the Owner could occupy and utilize the Project on that date and the completion of the Work by the Contractor would not materially interfere or hamper the normal business operations, and any Punchlist

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items may be completed within the time periods as established in the Agreement for Final Completion following Substantial Completion.

§ 9.8.1.1 Contractor shall achieve Substantial Completion of the Work no later than the date established in Section 4.3 of the Agreement. Contractor shall achieve completion of all Punchlist items no more than **thirty (30)** Days after Contractor reaches Substantial Completion. Final Completion of the Work, which without limitation shall include the delivery of all Close-out Documents, the completion of requirements of Section 9.8.1 above, and Contractor's submission of the final accounting, shall be achieved within the time period provided in Section 4.3 of the Agreement which shall be no more than **sixty (60)** Days after achieving Substantial Completion.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect and Project Manager a comprehensive Punchlist of items to be completed or corrected prior to Final Payment. Failure to include an item on such Punchlist does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The Contractor shall proceed promptly to complete and correct all items on the list. The Contractor shall not consider the Work to be substantially complete for purposes of providing a Punchlist to Owner until all Project systems included in the Work are operational as designed and scheduled, all designated or required inspections and certifications by Authorities Having Jurisdiction have been made and posted, designated instructions of the Owner and Project Manager with respect to the operation of specific systems has been completed, and all final finishes required by the Contract Documents are in place.

§ 9.8.3 Upon receipt of the Contractor's Punchlist, the Owner, Architect and Project Manager will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection discloses any item, whether or not included on the Contractor's Punchlist, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect or Owner. In such case, the Contractor shall then submit a request for another inspection by the Owner. Architect, and Project Manager to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Contractor will prepare for Owner's approval and signature a Certificate of Substantial Completion that shall, upon Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted by the Contractor to the Owner for written acceptance of responsibilities assigned to it in the Certificate.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by Authorities Having Jurisdiction. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a Punchlist to the Owner, Architect, and Project Manager as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

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§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 At the point Contractor determines that all Punchlist items have been resolved, the Work has reached the stage of Final Completion, is in accordance with the Contract Documents, and that the Contract has been fully performed, Contractor shall notify Owner, Architect, and Project Manager. Upon Owner's receipt of (a) the Contractor's written notice that the requirements of this Section 9.10.1 and Section 9.10.2 have been met and the Work is ready for final inspection and acceptance, and (b) the final Application for Payment and other documentation required by the Contract Documents for Final Payment have been provided to Owner, the Owner, Architect, and Project Manager will inspect the Work for Final Payment. When the Owner, Architect, and Project Manager find the Work acceptable under the Contract Documents and the Work (including all Punchlist items, commissioning obligations, and training of Owner's staff) fully performed and all required documents delivered, the Project Manager will, subject to Section 9.10.2 and Section 12.2 of the Agreement, issue a final Certificate for Payment for acceptance by Owner.

§ 9.10.2 Neither Final Payment nor any remaining retained percentage shall become due, and the Project shall not be deemed to have reached Final Completion until the Contractor satisfies all of the requirements contained in Section 12.2.1 of the Agreement and elsewhere in the Contract Documents.

§ 9.10.3 If, after Substantial Completion of the Work, Final Completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting Final Completion, and the Architect and Project Manager so confirm, the Owner shall, upon application by the Contractor and certification by the Architect and Project Manager, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing Final Payment, except that it shall not constitute a waiver of claims. Final Payment shall not be paid prior to **thirty (30)** Days following Final Completion of the Work, satisfaction of the requirements of Sections 9.10.1 and 9.10.2, and receipt of the required documents and performance of items listed in Section 12.2.1 of the Agreement.

§ 9.10.4 No inspections of the Project conducted by Owner, Project Manager, or Architect during the course of construction, either singularly or in the aggregate, shall reduce the level or extent of Contractor's responsibilities arising pursuant to this Agreement. Neither the approval and/or final acceptance of the Project or any documents prepared by Contractor, the payment of any pay application, or the issuance of any Certificates of Final or Substantial Completion shall constitute, nor be deemed, a release of Contractor's obligation to perform and deliver the Work provided in the Agreement and hereunder in a manner consistent with: (i) industry standards; and (ii) as required by the Contract Documents. No approvals or acceptances by, or on behalf of, Owner shall be deemed to be a waiver of any of Owner's rights or claims or an assumption of any responsibility by Owner for any defect, error, or omission in the Work provided by Contractor under this Contract.

§ 9.10.5 Acceptance of Final Payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment or those claims that would otherwise survive completion and acceptance of the Work and Final Payment as allowed under Texas law.

§ 9.11 Record Retention

Contractor shall keep and maintain under generally accepted accounting principles full, true and complete lien waivers and releases, financial, and other records related to the Project for a minimum period of **five (5)** years after the date Final Completion or for such longer period as may be required by Applicable Law. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative or dispute resolution proceeding which may ensue.

§ 9.11.1 Audit Rights. Owner shall have the right, at any time and upon reasonable notice, to verify and audit the details of Contractor's billings, certificates, accountings, cost data, and statements, and any other accounting data or data supporting Contractor's Application for Payment, before or after any payment, by (1) inspecting the books and

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records of Contractor during normal business hours; (2) examining any reports with respect to this Project; (3) interviewing Contractor's employees; (4) visiting the Site; and (5) any other reasonable action. Contractor's records shall be organized and maintained is its files by each Application for Payment period and shall be kept on the basis of generally accepted accounting principles and in conformance with the Texas State Auditor's Office requirements. Contractor acknowledges that Owner will audit Contractor at the beginning of the Project to verify General Conditions Cost information, including labor burden, and will verify records before making Final Payment under this Agreement. Additional audits may be conducted throughout the Project as reasonably required by the Owner. This provision shall survive any termination of this Agreement.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

§ 10.1.1 As between the Owner and Contractor the Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work and to prevent accidents or injury to any persons on, about or adjacent to the Site. Where consideration of labor, equipment or safety is involved, Contractor is solely responsible for all decisions, and Owner shall not incur any liability as a result of Contractor's decisions. Owner shall have the right, but not the obligation to request Contractor to stop Work in the event of Owner reasonably believes an unsafe condition exists. In such event, Contractor shall not resume Work until such unsafe condition is remedied, and shall not be entitled to any additional compensation or extension of the Contract Time resulting from such Work stoppage or unsafe condition.

§ 10.1.2. Contractor shall administer and manage the safety program for the Work. This will include, but not necessarily be limited to, review of the safety programs of each of Contractor's Subcontractors. Contractor shall monitor the establishment and execution of effective safety practices applicable to all Work and the compliance with all applicable regulatory and advisory agency construction safety standards.

§ 10.1.3 Contractor shall, at all times, comply with Owner's Construction, Renovation, and Maintenance Activity Safety Policy (and all amendments thereto) included as a Contract Document pursuant to **Exhibit J.** Nothing contained in this Section 10.1 or elsewhere in the Contract Documents shall be construed as expanding or enlarging Owner's obligations, if any, with respect to safety issues or the Contractor's safety programs or protocol, it being understood that between Contractor and Owner, Contractor shall be solely responsible for proper precautions and implementation and management of safety programs on the Project.

§ 10.1.4 Contractor shall designate a safety manager for the Project, which person shall not be the Contractor's Project Superintendent. Contractor shall notify the Owner of the name of the safety manager within **ten (10)** Days of receipt of the Notice to Proceed. Contractor's Safety manager shall be adequately trained and possessing experience in the role proposed on projects of similar size and scope so as to properly and responsibly carry out the duties required of the role. Contractor shall not change the safety manager for the Project without Owner's written consent, which consent shall not be unreasonably withheld.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall be responsible for precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by Applicable Law, statutes, ordinances, codes, rules and regulations, and lawful orders of Authorities Having Jurisdiction, bearing on safety of persons or property or their protection from damage, injury or loss, with respect to the means and methods of the performance of the Work. At all times, Contractor shall comply with all Applicable Law concerning safety and security of the Site, existing facilities and the Work, and all persons accessing the facilities at the Site, all as more particularly described in the Agreement and the Contract Documents. Contractor recognizes that the Site may include a functioning hospital, medical facilities, and/or buildings with administrative functions that requires all entrants comply with and preserve maximum security and sterility requirements within all areas of the Site, whether or not under construction.

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Contractor will, at all times, implement, comply with, and continue to monitor compliance with Owner's safety, security and sterility requirements and procedures.

§ 10.2.2.1 The Contractor shall be responsible for any fines, penalties or charges by any regulatory body by reason of any violation of safety or health regulations by the Contractor or any Subcontractor or their forces. The Contractor shall also be responsible for reimbursement of any OSHA fines incurred by the Owner or Project Manager for Site safety conditions created or controlled by the Contractor that result in the Owner or Project Manager receiving a citation under the OSHA multi-employer citation provision. If the Contractor fails to pay or contest any such fines, penalties or charges, the Owner may, upon notice to the Contractor, pay them and deduct such amount from monies due or to become due to the Contractor.

§ 10.2.3 The Contractor shall implement, erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting barricades, markings danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities of dangers and hazards created by openings, stairways, falling materials, open excavations, impairments to life and fire barriers or systems, and all other hazardous conditions. The Contractor shall also be responsible for all measures reasonably necessary to protect the other buildings on the premises in which the improvements are being constructed. Any damage to such property or improvements shall be promptly repaired by the Contractor. If Contractor fails to repair the damage within **three (3)** Days of notification by Owner, the Owner may, without prejudice to other remedies the Owner may have repair the damage and deduct the cost of such repair from payments then or thereafter due the Contractor. All barricades shall comply with the Owner's requirements and the requirements of the Contract Documents.

§ 10.2.4 When use or storage of explosives or other Hazardous Materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall give the Owner reasonable advance notice thereof and shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall also be responsible for all measures reasonably necessary to protect the other buildings on the premises in which the improvements are being constructed. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.5 The Contractor shall promptly remedy damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 In addition to the appointment of the Contractor's safety manager, Contractor shall designate responsible representatives of its Subcontractors' staffs at the Site who all shall be responsible for the promotion of safety and prevention of accidents, and shall enforce all Applicable Laws pertaining to safety and prevention of accidents. The safety representatives shall hold meetings at least every **two (2)** weeks with representatives of the various trades employed at the Site in order to ensure that all workers understand and comply with the Applicable Laws and the Contract Documents related to safety. Contractor shall implement and lead a training program with all employees and Subcontractor employees that provides training on the proper conduct and safety at a hospital site. Contractor shall, at all times, comply with applicable construction safety program(s), insurance manuals, and any other construction safety requirements applicable to the Project.

§ 10.2.7 The Contractor shall not permit any part of the construction or Site to be loaded so as to cause damage or create an unsafe condition. The Contractor shall be responsible for all damage done by its, or its Subcontractors', hauling of equipment and/or materials and shall correct such damage at its sole expense.

§ 10.2.8 The Work shall be scheduled and performed to provide protection and temporary facilities necessary to permit pedestrians, vehicular traffic and parking areas to maintain their normal operations during the performance of the Agreement with a minimum of interference. Contractor shall protect and prevent damage to all unfinished phases of the Work, including but not limited to, the protection of such Work from damage by the elements, theft or vandalism.

§ 10.2.9 Where required by Applicable Law or for the safety of the Work or of adjacent property and required by the Contract Documents or for the ongoing operations on property adjacent to the Project, the Contractor shall shore up,

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brace, underpin and protect foundations and other portions of existing structures which are in any way affected by the Work. Such costs shall be paid as a Cost of the Work with the prior written approval of Owner unless such costs are necessary due to the negligence or willful misconduct of Contractor or its Subcontractors. All parts of the Work shall be braced to resist wind or other loads. Contractor understands that some bracing and temporary items require the design of a licensed professional and Contractor's scope of Work hereunder includes employment of such professionals to comply with Applicable Law. Contractor shall perform the Work with the explicit understanding that the design of the Project is based on all parts of the Work having been completed. Temporary items such as, but not limited to, scaffolding, staging, lifting and hoisting devices, shoring, excavation, barricades, and safety and construction procedures necessary in completion of the Project shall be the sole responsibility of the Contractor and its Subcontractors and shall comply with all Applicable Law. It shall not be the responsibility of Owner, Project Manager, Architect or their representatives to determine if Contractor, Subcontractors or their representatives are in compliance with Applicable Law.

§ 10.2.10 Contractor shall cooperate with the owners of any public or private utility service that may be authorized by Owner to construct, reconstruct, or maintain utility services or facilities during the progress of the Work. Contractor shall protect existing utilities from damage and unscheduled interruption of service, and shall provide appropriate advance notices to such utility owners of Work to be conducted in the general vicinity of such services and facilities. Whenever it is necessary to connect the Work to existing facilities, Contractor shall not interrupt Owner's operations to make such connections. Such connections shall be done on a scheduled time basis convenient to Owner without interruptions to Owner's operations. No additional compensation for overtime Work related to such connections shall be permitted without the prior written approval of the Owner. Where Work cannot safely be performed without interruption to Owner's operation, procedures shall be established with Owner's approval that provide minimum interruption to operations including, but not limited to, the adjustment of work days, times, and hours, the provision of temporary utilities during any interrupted utility or service, and adjustments to the routing of utility or Work.

§ 10.2.11 Contractor shall be responsible for the structural integrity of the building during and related to its construction operations. All structural modifications and concentrated loading of materials must be reviewed and approved by Architect. Contractor shall also be responsible for the security of the Work, the Site and all materials stored at the Site or at any other location by Contractor with the consent of Owner. Contractor shall be solely responsible for all losses and expenses incurred by reason of failure to maintain security at the Site or at the location where Materials are stored, and such expenses incurred shall not increase the Guaranteed Maximum Price.

§ 10.2.12 Contractor acknowledges that the Work may be performed by Contractor on a hospital campus or other medical or administrative facilities that will be occupied and operating while the Work is in progress. Contractor shall conduct and schedule its operations to minimize noise and interference with such hospital operations and with Owner's employees, patients, guests, and invitees. The Work shall be scheduled and coordinated with Owner to limit disruptions to the hospital services, including, but not limited to, minimizing the vibrations associated with Contractor's Work and receiving Owner's written consent for all utility service disruptions at least **five (5)** Days prior to the scheduled disruption. Owner's employees, patients, guests, and invitees shall at all times have unobstructed ingress and egress to the operating hospital, medical and administrative facilities and no public parking facilities shall be blocked or hindered without Owner's prior written approval. The Work shall be scheduled and performed to provide protection and temporary facilities necessary to permit pedestrians, vehicular traffic and parking areas to maintain their normal operations during the performance of this Agreement with a minimum of interference. Contractor shall protect and prevent damage to all unfinished phases of the Work, including but not limited to, the protection of such Work from damage by the elements, theft or vandalism.

§ 10.2.13 Injury or Damage to Person or Property

If the Owner or Contractor suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21)** Days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter. Contractor shall provide at the Site, and make available to all workers, medical supplies and equipment necessary to supply first aid service to all persons injured in connection with the Work being performed at the Site, whether by Contractor, a Subcontractor, a Separate Contractor, or any other person at the Site. Contractor shall, within **twenty-four (24)** hours after the occurrence, report in writing to Owner and Project Manager all accidents whatsoever arising out of or in connection with the performance of the Work, whether on or off the Site, which cause death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death or serious injuries or

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serious property damages occur, the accident shall be reported **immediately** by telephone or messenger to Owner and Project Manager. If any claim is made by anyone against Contractor, any Subcontractor, or any party for whom either is responsible on account of any accident, Contractor shall promptly report the facts in writing to Owner and Project Manager, giving full details of the claim.

§ 10.2.14 Contractor shall be responsible for any of its fines, penalties or charges by any regulatory body by reason of any violation of safety or health regulations in the performance of the Work.

§ 10.2.15 Contractor shall employ such practices as are necessary to protect all completed and partially completed Work and all existing improvements located on the Site from loss and damage, including theft or damage by weather and, if necessary, shall provide suitable shelter therefor. Contractor shall correct at its own expense any damage or disfigurement to Work or property (whether or not located on the Site) resulting from the fault, neglect or omission of Contractor, any Subcontractor, any Sub-subcontractor or any other person or entity for whom any of them is legally responsible.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding Hazardous Materials. If the Contractor encounters Hazardous Materials not addressed in the Contract Documents or not brought to the Site by the Contractor or its Subcontractors and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a Hazardous Material, including but not limited to asbestos, radon, or polychlorinated biphenyl (PCB), encountered on the Site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner, Project Manager, and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory or qualified environment consultant to verify the presence or absence of the Hazardous Material reported by the Contractor and, in the event such Hazardous Material is found to be present, to cause it to be rendered harmless. When the Hazardous Material has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. In the event the Work on the critical path is delayed and the other requirements for an extension of time set forth in this Agreement are satisfied, the Contract Time shall be extended appropriately via Change Order and the Guaranteed Maximum Price increased in the amount of the Contractor's reasonable additional costs of such delay, which adjustments shall be accomplished as provided in Article 7. Notwithstanding the foregoing, in those instances in which Contractor had notice of the presence of such materials through information reviewed by Contractor or in those instances where the presence of those materials is caused by Contractor or its agents, Contractor shall not be entitled to a Claim for any delays, disruption or interference it encounters.

§ 10.3.3 *[Intentionally deleted].*

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for Hazardous Materials brought to the Site by the Contractor. The Contractor shall be responsible for materials or substances required by the Contract Documents. Contractor shall be responsible for identification, abatement, cleanup, control, removal, remediation and/or disposal of any Hazardous Material in or on the Site brought to the Site by the Contractor or any Subcontractor under this Contract. Contractor shall comply with all Specifications respecting, and shall obtain any and all permits necessary for, the legal and proper handling, transportation, and disposal of such Hazardous Materials.

§ 10.3.5 Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Site any Hazardous Materials, except in accordance with Applicable Law. Further, in performing the Work, Contractor shall not cause any release of Hazardous Materials into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water unless required by the Contract Documents. In the event Contractor engages in any of the activities prohibited in this Section 10.3 or fails to stop Work as provided in Section 10.3, to the fullest extent permitted by law, and except as provided otherwise in Section 3.18 above, Contractor hereby indemnifies, defends, and holds harmless the Indemnitees and their respective officers, agents, employees, and tenants from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incident to or resulting from the activities prohibited in this Section 10.3 or Contractor's failure to stop Work as required, except to the extent that such damage, loss or expense is due to the sole, joint, or concurrent fault or negligence of the Indemnitee seeking indemnity.

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§ 10.4 Emergencies
In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of Contract Time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7, provided the Contractor shall not be entitled to additional compensation or an extension of Contract Time if an emergency is caused by the negligence or failure to fulfill a specific responsibility of the Contractor to the Owner set forth in the Contract Documents or the failure of the Contractor's personnel to supervise adequately the Work of the Subcontractors or suppliers. Contractor shall develop and maintain an Emergency Response Plan in a form acceptable to the Owner and compliant with the Contract Documents.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds
§ 11.1.1 Contractor shall purchase and maintain insurance and provide bonds are set forth in **Exhibit H**. Contractor will comply, at all times, with all insurance requirements of Owner. In the event of any failure by Contractor to comply with the provisions of **Exhibit H**, Owner may, at its option, on notice to Contractor, suspend or terminate the Agreement for cause. Alternatively, Owner may purchase such insurance at Contractor's expense.

§ 11.1.2 PERFORMANCE BOND AND PAYMENT BOND. Contractor will comply, at all times, with all bonding requirements of Owner and as required by Applicable Law. Payment and Performance Bond requirements are set forth in **Exhibit H.**

§ 11.1.3 *[Intentionally Deleted.]*

§ 11.1.4 *[Intentionally Deleted.]*

§ 11.2 Owner's Insurance
[Intentionally Deleted.]

§ 11.3 Waivers of Subrogation
[Intentionally Deleted.]

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance
[Intentionally Deleted.]

§ 11.5 Adjustment and Settlement of Insured Loss
[Intentionally Deleted.]

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work
The Owner may request to examine a portion of the Work that the Contractor has covered to determine if the Work has been performed in accordance with the Contract Documents.

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's or Owner's written request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect or Owner, be uncovered for the Architect's and Owner's examination and be replaced at the Contractor's expense without change in the Contract Time or Guaranteed Maximum Price.

§ 12.1.2 If a portion of the Work has been covered that the Architect or Owner has not specifically requested to examine prior to its being covered, the Architect or Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs, and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a Separate Contractor in which event the Owner shall be responsible for payment of such costs.

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§ 12.2 Correction of Work

§ 12.2.1 Before or After Substantial Completion

§ 12.2.1.1 The Contractor shall promptly correct Work that is incomplete, defective or rejected by the Architect or Owner or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's and Project Manager's services and expenses made necessary thereby, shall be without change in the Contract Time or Guaranteed Maximum Price (subject to applicable limitations in the Agreement on reimbursement for Cost of the Work) to the extent incurred prior to Final Payment and at the Contractor's expense (not chargeable to the Guaranteed Maximum Price or otherwise reimbursable from Owner) after Final Payment. If prior to the date of Substantial Completion, the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing and other building systems, machinery, equipment or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

§ 12.2.1.2 Contractor shall correct any defects in the Work or damage to other property caused by defects in the Work or the repairing of such defects with a minimum of inconvenience to Owner and at times least disruptive to the Owner's operations. The Contractor will have the right to access the Site to perform warranty Work. This right survives the completion of the Project. Any Contractor requests for Project access will require a minimum of **forty-eight (48)** hours' written notice to Owner for inspections, Site visits, and investigations. Work required to correct any deficiencies will be coordinated with the Owner to be performed at a time and in a manner that does not impact Owner's operations. Proper safety and infection control measures shall be obtained and adhered to during the commencement of the corrected Work.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within **two (2)** years after the date of Substantial Completion of the Work or designated portion thereof or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it and seek reimbursement from Contractor. Nothing herein shall be construed to negate or limit Contractor's obligations set forth in any Warranty or Section 3.18 above, including without limitation, Contractor's duties to defend and indemnify the Owner and all Indemnitees. Contractor acknowledges that Contractor's **two-(2)** year warranty/corrective period and any special warranties provided by Contractor are in addition to and not in lieu of any warranties, indemnities, claims, rights, actions or remedies that Owner may have in the Contract Documents, or pursuant to Applicable Law, or in equity, for defective Work or breach of the Contract Documents. Owner expressly reserves all rights and remedies available under Applicable Law for and during the full period of time allowed under any statutes of repose and statutes of limitations under Texas law. All obligations under this Section 12.2.2 shall survive acceptance of the Work under the Contract.

§ 12.2.2.2 Contractor shall maintain a complete and accurate schedule of the dates upon which the corrective periods or express warranties will expire. Contractor agrees to provide notice of the warranty expiration date to Owner and Architect at least **one (1)** month prior to the expiration of each such applicable corrective / warranty period. Prior to expiration of **one (1)** year from the date of Substantial Completion, Contractor shall accompany the Owner, Project Manager, and Architect (if requested by Owner) on re-inspection of the improvements or building(s) covered thereby and shall be responsible for correcting any reasonable additional deficiencies not caused by the Owner or by the use of the respective improvements or building which are observed or reported during the re-inspection. For extended warranties expressly required by the Contract Documents (i.e., roofing, compressors, mechanical equipment), Owner will notify the Contractor of deficiencies and Contractor shall start remedying these defects within **five (5)** Days of initial notification from Owner. Contractor shall prosecute the Work without interruption until accepted by the Owner and the Architect (if retained by the Owner for such purpose), even though such prosecution should extend beyond the limit of the warranty period. The **one (1)** year reinspection by Owner, Project Manager and Contractor shall in no way waive or release Contractor from the **two (2)** year corrective/warranty period required in Section 12.2.2.1 above.

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§ 12.2.2.3 The **two (2)** year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work. Any corrective Work performed or to be performed under or pursuant to Section 12.2 shall be warranted to the same extent as the Work is warranted hereunder or under the applicable warranty period stated in any separate warranty.

§ 12.2.2.4 If during the **two (2)** year period for correction of the Work the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 2.5. If the Contractor does not proceed with correction of such nonconforming Work, Owner may remove such nonconforming Work and store the salvageable materials or equipment and charge the cost thereof to the Contractor. If the Contractor does not pay costs of such removal and storage within **ten (10)** Days after written notice, Owner may upon **ten (10)** additional Days' written notice sell such materials and equipment at auction or at private sale, and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Guaranteed Maximum Price shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, Contractor shall pay the difference to the Owner upon demand.

§ 12.2.3 The Contractor shall remove from the Site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner. When the nonconforming Work is found, the entire area of Work involved shall be corrected unless the Contractor can completely define the limits to the Architect's and Owner's satisfaction. Additional testing, sampling or inspecting needed to define nonconforming Work and retesting corrected Work shall be at the Contractor's expense, including the additional cost of employment of the Owner's independent testing laboratory, if such services are required. Additional architectural or engineering service required to analyze nonconforming Work shall be paid for by the Contractor.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction whether completed or partially completed, of the Owner or Separate Contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the **two (2)** year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work. Nothing contained herein or in the Contract Documents shall waive or limit any of Owner's rights under *Tex. Civ. Prac. & Rem. Code § 16.009* or other Applicable Law. The obligations under Section 12.2 shall survive acceptance of the Work and termination of the Contract and Final Payment by the Owner.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Guaranteed Maximum Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not Final Payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the State of Texas without regard to its conflicts of laws principles. Venue is proper only in the district courts of Tarrant County, Texas.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Contract Documents. Contractor shall not assign the Contract without written consent of the Owner, nor shall Contractor assign any monies due or to become due to it hereunder without the written consent of the Owner. If Contractor attempts to make such an

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assignment without such consent, Contractor shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, Project Manager, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing. No waiver of any provision of the Contract shall be of any force or effect, unless such waiver is in writing, expressly stating to be a waiver of a specified provision of the Contract and is signed by the party to be bound thereby. Either party's waiver of any breach or failure to enforce any of the provisions of the Contract at any time, shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with the Contract or any portion or provision or right under the Contract.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by Applicable Law, statutes, ordinances, codes, rules, and regulations or lawful orders of Authorities Having Jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate Authorities Having Jurisdiction, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect, Project Manager, and Owner timely notice of when and where tests and inspections are to be made so that the Owner and Project Manager may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or Applicable Law or regulations prohibit the Owner from delegating their cost to the Contractor; provided, however, that all costs and expenses incurred following a failed test, inspection, or approval (including costs of repeated testing and compensation for the services of Architect and other Owner expenses) shall be at the sole cost and expense of Contractor, and such costs and expenses shall not be a permitted Cost of the Work under Article 7 of the Agreement. No inspection performed or failed to be performed shall constitute a waiver of any of the Contractor's obligations or be construed as an approval or acceptance of any nonconforming or defective Work.

§ 13.4.2 If the Architect, Owner, or Authorities Having Jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Project Manager will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner and Project Manager, and the Contractor shall give timely notice to the Owner and Project Manager of when and where tests and inspections are to be made so that the Architect, Owner, and Project Manager may be present for such procedures. Contractor shall be responsible for the planning, scheduling, coordination, access, and performing any corrections required to bring the Work in compliance with the Contract Documents. Such costs, (including costs of repeated testing and compensation for the services of Architect and other Owner expenses) shall be at the sole cost and expense of Contractor, and such costs and expenses shall not be a permitted Cost of the Work under Article 7 of the Agreement.

§ 13.4.3 If such procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense, and such costs and expenses shall not be a permitted Cost of the Work under Article 7 of the Agreement.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect and Project Manager.

§ 13.4.5 If the Architect, Project Manager, or Owner is to observe tests, inspections, or approvals required by the Contract Documents, the Architect, Project Manager, and Owner will do so promptly and, where practicable, at the normal place of testing.

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§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.4.7 In the event Contractor fails or refuses to provide for testing and inspection services as required by Owner or Project Manager and it becomes necessary for Owner to provide a Separate Contractor for testing and inspection services, all costs and expenses associated with retaining the services of the Separate Contractor for testing and inspection services shall be borne by Contractor and Owner shall be entitled to deduct the cost of such services from such amounts as may be due Contractor. Owner will provide notification of such costs to Contractor within **ten (10)** Days of receipt of an invoice for such services.

§ 13.4.8 If the Owner requests the Contractor or Subcontractors to execute certificates, other than those required by Section 13.4.4, the Owner shall submit the proposed language of such certificates for review at least **fourteen (14)** Days prior to the requested dates of execution. If the Owner requests the Contractor or Subcontractors to execute consents reasonably required to facilitate assignment to a lender, the Contractor or Subcontractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least **fourteen (14)** Days prior to execution. The Contractor and Subcontractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate set forth in Section 12.3 of the Agreement.

§ 13.6 Written Notice

Written notice shall be deemed to have been duly served if delivered in conformance with Section 15.7.3 of the Agreement.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of **one hundred twenty (120)** consecutive Days in any **three hundred sixty-five (365)** Day period through no act or fault of the Contractor or a Subcontractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other Authorities Having Jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or

.3 Because the Architect has not certified an Application for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment as to which there is no good faith dispute within the time stated in the Contract Documents.

.4 [*Intentionally deleted*].

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or any Subcontractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than one hundred percent (100%) of the total number of Days scheduled for completion, or **one hundred twenty (120)** consecutive Days in any **three hundred sixty-five (365)** Day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor shall provide written notice to Owner of the Contractor's intention to terminate, setting forth in detail the reason therefore. If the Owner fails to commence correction of any of the reasons stated in such notice within **ten (10)** Days of receipt of such notice, the Contractor may, upon **ten (10)** additional Days' written notice to the Owner, terminate the Contract and recover from the Owner damages incurred as a result of the termination as allowed by Applicable Law. Notwithstanding the foregoing, the Owner shall not be responsible for damages for unincurred overhead, unabsorbed home office overhead, anticipated profit on Work not performed, unjust enrichment damages, or other damages disallowed under Texas Law.

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§ 14.1.4 If the Work is stopped for a period of **one hundred twenty (120)** consecutive Days in any **three hundred sixty-five (365)** Day period through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under direct or indirect contract with the Contractor because the Owner has otherwise repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work (other than Owner's failure to make payment under Article 9 above), the Contractor may, upon **ten (10)** additional Days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3 to the extent allowed under *Tex. Local Gov't. Code § 271.153(b)* and only if the basis for such termination has not been removed or cured prior to the effective date of termination.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor:

- **.1** refuses or fails to supply enough properly skilled workers or proper materials and/or equipment;
- **.2** fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- **.3** disregards Applicable Laws;
- **.4** assigns the Contract or any part thereof in violation of the Contract Documents;
- **.5** sublets Work in violation of the Contract Documents;
- **.6** becomes insolvent or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property;
- **.7** fails to commence the Work in accordance with the provisions of this Agreement;
- **.8** fails to diligently prosecute the Work to completion thereof in an efficient, timely workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract Documents (including the Required Dates for Interim Milestones, Date of Substantial Completion, and date of Final Completion, and other dates set forth in this Agreement);
- **.9** abandons any or all of the Work to be performed under the Contract; or
- **.10** otherwise does not fully comply with the Contract Documents or otherwise materially breaches the Agreement.

§ 14.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety **ten (10)** Days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the Site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

Notwithstanding the foregoing, if Owner reasonably determines that Contractor's acts or omissions pose an immediate and substantial threat or danger of injury to persons or damage to the Work or other property, Owner may, without prejudice to any other rights or remedies granted by this Contract or by Applicable Law, immediately suspend Contractor's performance of the Work, take immediate possession of the Site, take such further action reasonably necessary to prevent, mitigate against, remove, or repair such threat or damage, and deduct such costs and expenses it reasonably incurs from any sums due and owing to the Contractor or, in the absence thereof, to recover such costs and expenses from the Contractor.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, Contractor shall not be entitled to receive any further payment until the Work is finally completed. It is expressly agreed that pursuit by Owner of any one or more of the remedies provided herein or otherwise available under Applicable Law or in equity shall not constitute an election of remedies by Owner, nor shall forbearance by Owner to enforce one or more of the remedies provided herein upon an event of default by Contractor be deemed or construed to constitute a waiver of such default. Upon receipt of any such written notice of termination of right to proceed, the Contractor shall, at its expense, for that Work affected by any such termination:

- **.1** Make an inventory of all materials and equipment in storage at the Site, in route to the Site, in storage or manufacture away from the Site, and on order from suppliers;

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.2 Assign to the Owner contracts, subcontracts, supply contracts, and equipment rental agreements all as designated by the Owner; and

.3 Remove from the Site all construction materials and equipment listed in said inventory other than such construction materials and equipment which are designated in writing by the Owner to be used by the Owner in completing such Work.

§ 14.2.4 Owner retains the right to pursue Contractor for any and all damages and/or costs incurred by Owner in completing the Contract. This right shall survive the termination of the Contract.

§ 14.2.5 If, after termination of this Contract under this Section 14.2, it is determined that the Contractor was not in default or that sufficient cause to terminate hereunder did not exist, the rights and obligations of the parties shall be determined as if the termination had been issued for the convenience of the Owner as provided in Section 14.4 below.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine. Upon receipt of such notice, the Contractor shall, unless the notice required otherwise:

.1 Immediately discontinue Work on the date and to the extent specified in the notice;

.2 Place no further orders, contracts, or subcontracts for material, services, or facilities with respect to suspended Work other than to the extent required in the notice;

.3 Promptly make every reasonable effort to obtain suspension upon terms satisfactory to the Owner of all orders, contracts, subcontracts, and rental agreements to the extent that they relate to performance of Work suspended; and

.4 Unless otherwise specifically stated in the notice, continue to protect and maintain the Project, including those portions on which Work has been suspended.

§ 14.3.2 The Guaranteed Maximum Price and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption as described in Section 14.3.1 to the extent allowed under Section 8.3 (including subsections therein), or Section 15.1.5.1, but in no case in excess of any amounts allowed under Texas Law and Section 8.3.3.1. No adjustment shall be made to the extent.

.1 that performance is, was or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.3.3 Adjustments made in the cost of performance shall be limited to the increase or decrease in the cost of performance directly attributable to such suspension.

§ 14.3.4 When all or a portion of the Work is suspended for any reason, as part of the scope of Work, the Contractor shall securely fasten down all coverings and protect the Work, as necessary. Costs for doing so shall be compensable pursuant to Section 14.3.2 but only to the extent not otherwise provided for in the Guaranteed Maximum Price.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall immediately;

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary for the protection and preservation of the Work;

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice and subcontracts, supply contracts, and rental agreements owner accepts pursuant to Section 5.4 and terminate any remaining subcontracts, purchase orders and rental agreements and enter into no further Project agreements and purchase orders;

.4 place no further orders, contracts, or subcontracts for material, services, or facilities except as may be necessary or required for completion of such portion of the Work under the Contract that is not terminated;

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.5 assist the Owner as specifically requested, in writing, in the maintenance, protection, and disposition of property acquired by the Owner under the Contract; and

.6 transfer to the Owner title to Work completed for which payment is made to the Contractor

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for (a) Work properly executed in accordance with the Contract Documents prior to the effective date of termination, including any General Conditions Costs and Fee on Work completed, as measured by the Contract Sum allocated by the Schedule of Values, and (b) the direct, actual and unavoidable (by the exercise of reasonable care) costs incurred by Contractor in terminating the Work and demobilizing the Site, Contractor shall also be entitled to payment for materials timely fabricated off the Site and delivered and stored in accordance with the Owner's instructions. Owner shall not be liable for and Contractor shall not be entitled to payment for Work not performed, overhead or profit on Work not performed, or any other amount disallowed under *Tex. Local Gov't. Code § 271.153(b)*. The amounts owing by the Owner to Contractor pursuant to this Section shall be specified in Contractor's Final Application for Payment approved by Owner, which Application is subject to all requirements set forth in Article 9 and Section 12.2 of the Agreement, to the extent applicable. Contractor's entitlement to receive its final termination payment under this provision shall require a final lien waiver from Contractor and from Subcontractors whose subcontracts are not being continued by Owner, such documents to be the same form and delivered under the same conditions as required for Final Payment absent a termination under this provision. Owner shall be entitled to take possession of the Work and use copies of all files relating to performance of the Work of Contractor in completing the Work, except for confidential or proprietary information regarding Contractor.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by Applicable Law.

§ 15.1.3 Notice of Claims

Unless otherwise prescribed elsewhere in the Contract Documents, Claims by the Contractor must be initiated by written notice (the "Notice of Potential Claim") to Owner, with a copy sent to the Project Manager, within **twenty-one (21)** Days after occurrence of the event giving rise to such Claim or within **twenty-one (21)** Days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.4 Continuing Contract Performance

Notwithstanding any Claim, dispute, controversy, or question that might arise in the interpretation of any provision of the Contract Documents, the performance of any Work, the delivery of any material, the payment of any monies to Contractor, or otherwise, Contractor agrees that it will not directly or indirectly stop or delay any Work or part thereof on its part required to be performed, nor will it stop or delay the delivery of any materials on its part required to be furnished for the Work, pending the determination of such Claim, dispute, or controversy so long as Owner pays Contractor for undisputed amounts in accordance with the Agreement.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Guaranteed Maximum Price (and such increase is recoverable under the Contract Documents and allowed under Section 8.3. herein), written notice as provided herein shall be given to Owner and written approval by Owner through an authorized Change Order in accordance with the provisions of Section 7.2 shall be required before Contractor proceeds to execute the Work. Without limiting the requirements of Section 15.1.2, such notice shall include, to the extent then-known by the Contractor, full details and substantiating data to permit evaluation by Owner and the Architect. If further or other information subsequently becomes known to the Contractor, it shall be promptly furnished to the Owner, Project Manager, and

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Architect in writing. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5.1 Contractor shall not be entitled to recover damages in excess of those allowed under the Agreement, Section 8.3.3.1 herein, or under Applicable Law.

§ 15.1.5.2 All Claim notices shall itemize the claim and shall contain sufficient detail and supporting data to permit evaluation of same by Owner, Project Manager and Architect. No Claim shall be valid unless the requirements set forth in this Section 15.1.5 are followed.

§ 15.1.5.3 Any change in the Agreement resulting from such Claim shall only be valid if included as a Change Order.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's notice shall include the probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary; provided, however, that the Contractor shall provide to the Owner, Project Manager, and Architect, promptly upon request, additional information regarding the status of such delay. Any change in the Contract Time resulting from such Claim and approved by Owner shall be authorized by a Change Order in accordance with the provisions of Section 7.2. In any Claim by Contractor for any increase in the Contract Time or the Guaranteed Maximum Price, if permitted in the Contract Documents, Contractor shall demonstrate that the event giving rise to the Claim was beyond the Contractor's control, delayed the critical path of the Project and that Contractor has provided Owner with such notice as required herein. Contractor shall provide notice of a potential delay even if Contractor is uncertain the event or circumstance will actually cause a delay in performance of the Work.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that adverse weather conditions exceeded the number of Days calculated as provided at Section 8.3.1 and had an adverse effect on the critical path of the scheduled construction. The Contractor shall document such Claim in writing to the Owner, Architect and Project Manager within the time period set forth in Section 15.1.2. Notice of a potential delay must also have been provided within **forty-eight (48)** hours of Contractor becoming aware of such event or circumstance.

§ 15.1.7 **Waiver of Claims for Consequential Damages**

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- **.1** damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- **.2** damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This waiver on consequential damages shall not, in any event, apply to (1) any actual, direct or "non-consequential" damages incurred by Owner for any reason; (2) damages covered by, arising out of, or related to Construction Manager's indemnification obligations set forth in the Agreement; (3) any damages recoverable under any insurance policy required by the Contract Documents ; and (4) Construction Manager's obligation to pay liquidated damages, as set forth in the Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14.

§ 15.2 Initial Decision

[Intentionally deleted].

§ 15.3 Mediation

[Intentionally deleted].

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§ 15.4 Arbitration

[Intentionally deleted. The Parties shall litigate all disputes].

§16 Price Escalation

Owner and Construction Manager acknowledge and agree that material and labor shortages and price escalations may occur directly or indirectly as a result of the current state of the market. Owner has requested that Construction Manager use commercially reasonable efforts to promptly buyout the work and prepare the Contract Sum and Contract Time with governmental restrictions, known delays in deliveries, workforce inefficiencies, price escalations, material shortages, in mind, each to the extent in effect or known at the time the GMP Amendment is submitted. The parties also acknowledge that some scope for the Project is yet to be defined and Construction Manager has a limited ability to mitigate against price escalation for that undefined scope. To further anticipate and mitigate the risk of price escalation, Owner and Construction Manager agree that at least the materials set forth in the GMP Amendment may be subject to price escalation, material shortages and/or material unavailability arising from tariffs, the current state of the market, and/or other supply chain issues. As such, in order to share the risk of material and labor shortages and price escalation, Construction Manager agrees to fund up to 3% of the Cost of the Work in price escalation costs using the Contract Sum, upon receiving Owner's approval. Such approval shall not be unreasonably withheld. After this 3% price escalation is suffered, Owner shall issue Change Orders increasing the Contract Sum for all remaining escalation costs. In order to document price escalation, Construction Manager will (1) provide supporting documentation in the form of new bids or bills of lading from subcontractors reasonably substantiating the cost increase and (2) in the event of the unavailability of the material (i) promptly inform Owner of the unavailability of any such material; (ii) provide appropriate supporting documentation regarding such impact; and (iii) at the least additional cost procure suitable replacement materials upon written approval of Owner.

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EXHIBIT A

FINAL GUARANTEED MAXIMUM PRICE AMENDMENT

(TO BE ATTACHED UPON OWNER'S APPROVAL)

(WITH ATTACHMENTS 1-12)

EXHIBIT B

INSURANCE AND BONDING REQUIREMENTS

EXHIBIT B

INSURANCE AND BONDING REQUIREMENTS

A. INSURANCE REQUIREMENTS

Construction Manager shall purchase, maintain, and keep in full force and effect, and shall require its Subcontractors to purchase, maintain and keep in full force and effect at all times during the term of this Agreement such lines of insurance coverage with policy limits set forth in this **Exhibit B**. Each policy shall be written with limits not less than those set forth this **Exhibit B**. Construction Manager will comply, and will require its Subcontractors to comply, fully with all requirements of this **Exhibit B** prior to the commencement of any services or Work for the Project. "Owner," "Indemnitee," "Indemnitees," "Construction Manager," and "Subcontractor" shall each have the meanings set forth in the Agreement.

1. Required Coverages. The Construction Manager and all Subcontractors will obtain the following policies with the policy limits as indicated below:

Insurance	Construction Manager Limits	Subcontractor Limits
Worker's Compensation Employer's Liability Insurance: Bodily Injury by Accident (accident) Bodily Injury by Disease (policy limit) Bodily Injury by Disease (each employee)	Statutory $1,000,000 $1,000,000 $1,000,000	Statutory $1,000,000 $1,000,000 $1,000,000
Commercial General Liability ("CGL")	$1,000,000 per occurrence $2,000,000 annual general aggregate $2,000,000 products-completed operations aggregate	$1,000,000 per occurrence $2,000,000 annual general aggregate $2,000,000 products-completed operations aggregate
Automobile Liability	$1,000,000 each accident	$1,000,000 each accident
Excess Liability	$20,000,000 per occurrence $20,000,000 aggregate	$1,000,000 per occurrence $1,000,000 aggregate
Asbestos Abatement	$5,000,000 combined single limit for BI and PD. Employer's liability for asbestos abatement is: $5,000,000 each accident/disease each employee/disease policy limits	If a Subcontractor is engaged by Construction Manager to perform asbestos abatement: $5,000,000 combined single limit for BI and PD. Employer's liability for asbestos abatement is: $5,000,000 each accident/disease each employee/disease policy limits

Insurance	Construction Manager Limits	Subcontractor Limits
Cyber/Privacy Liability	$1,000,000 per claim/$1,000,000 aggregate	$1,000,000 per claim/$1,000,000 aggregate
Pollution Liability	$1,000,000 per occurrence $1,000,000 aggregate	$1,000,000 per claim/$1,000,000 aggregate
Professional Liability	$3,000,000 per claim $3,000,000 annual aggregate	$1,000,000 per claim $1,000,000 annual aggregate
Builder's Risk	Total value of the Project on a replacement cost basis	

2. **Worker's Compensation/Employer's Liability**. Worker's Compensation insurance coverage must be provided for all workers at all tier levels and shall meet the statutory requirements of *Tex. Labor Code §401.011(44)* and, specific to construction projects for public entities, as required under *Tex. Labor Code §406.096*. Employer's Liability insurance must be provided as required in the chart above. In addition:

(a) ***Certifications***. Construction Manager hereby certifies, pursuant to *Tex. Labor Code §406.096(a)*, that Construction Manager provides or will provide at, or prior to, execution of the Agreement, workers' compensation and employers' liability insurance for employees employed on this public project with limits as indicated above. Pursuant to *Tex. Labor Code § 406.096(b),* Construction Manager shall require its Subcontractors to certify in writing to the Construction Manager that said entity provides workers' compensation and employers' liability insurance for its personnel employed on this public project. Construction Manager shall forward said certifications to Owner within **ten (10)** Days of the Effective Date of the Agreement.

(b) ***Endorsements.*** This policy must include an Other States Endorsement to include the Owner and Tarrant County, Texas if Construction Manager's business is domiciled outside the State of Texas. The policy will be endorsed to name Owner as the alternate employer.

(c) All policies shall be endorsed to include Waiver of Subrogation in favor of Owner and all Indemnitees.

(d) ***Workers' Compensation Insurance Coverage.***

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Construction Manager's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the Construction Manager has undertaken to perform on the project, regardless of whether that person contracted directly with the Construction Manager and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, Consultants, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Construction Manager shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Construction Manager providing services on the project, for the duration of the project.

C. The Construction Manager must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the Construction Manager's current certificate of coverage ends during the duration of the project, the Construction Manager must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Construction Manager shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven days after receipt by the Construction Manager, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Construction Manager shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Construction Manager shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Construction Manager knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The Construction Manager shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers' Compensation informing all

persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Construction Manager shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Construction Manager, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the Construction Manager, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Construction Manager:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the Construction Manager is representing to the governmental entity that all employees of the Construction Manager who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-

insured, with the division. Providing false or misleading information may subject the Construction Manager to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Construction Manager's failure to comply with any of these provisions is a breach of contract by the Construction Manager which entitles the governmental entity to declare the contract void if the Construction Manager does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

3. **Commercial General Liability**. Commercial General Liability coverage ("CGL") shall be provided by Construction Manager and all Subcontractors with the policy limits set forth in the chart above. Coverage shall be provided on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). The CGL insurance general aggregate limit shall apply separately to this Project and the Construction Manager and all Subcontractors shall provide evidence of same through ISO Endorsement CG 25 03 05 09. The policy shall include endorsement CG2503, Amendment of Aggregate Limits of Insurance (per Project), or its equivalent. CGL insurance shall cover liability including, but not limited to, liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, electronic data liability (under endorsement ISO CG 04 37), property damage, and personal injury and death resulting therefrom. This policy shall provide for full separation of insureds and shall **not** include any insured v. insured exclusions or limitations. The following is a non-exclusive list of additional prohibited exclusions and limiting endorsements:

- Liability assumed by Construction Manager and all Subcontractors under a written agreement, including any contractual liability limitation endorsement restricting coverage to only liability that would exist in the absence of a contract, such as the ISO CG 21 39 or its equivalent, or any amendment of insured contract definition endorsement such as the ISO CG 24 26 or its equivalent.

- Explosion, collapse, underground property damage, blasting, blowouts, cratering, or the like, including any Explosion, Collapse and Underground Property Damage Hazard endorsement such as the ISO CG 21 42 or ISO CG 21 43 endorsements, or their equivalent.

- Cross-liability on claims between any insureds, other than claims between named insureds.

- Injury to independent contractors and employees of independent contractors.

- Any exclusion relating to damage to work performed by any Subcontractor on behalf of Construction Manager (or sub-subcontractors on behalf of a Subcontractor) such as the ISO CG 22 94 or ISO CG 22 95, or their equivalent.

- Any type of classification or business description limitation endorsement.

- Any type of endorsement excluding coverage for construction defects in the completed operations phase.

- Any type of endorsement modifying the employer's liability exclusion.

- Any type of habitational or residential exclusion.

- Any type of punitive, exemplary or multiplied damages exclusion.

- Any type of subsidence exclusion if Construction Manager or any Subcontractor is engaged in any type of earth movement work, including but not limited to soil compaction, fill, or installation of storm or sewer drains.

Owner reserves the right to notify Construction Manager of any additional prohibited exclusions or endorsements in advance of placing the insurance. A copy of the CGL Schedule of Forms and Endorsement page(s) of the policy shall be provided to verify the coverages required, that the Endorsements required by these insurance requirements are included, and that none of the prohibited exclusions exist in the policy. Owner may require additional exclusions be removed. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by Owner. CGL insurance must be kept in force at all times during the course of this Agreement and until all claims arising out of the Work are barred by the statute of repose provided under Texas law.

4. **Automobile Liability Insurance**. Automobile liability insurance policies shall be provided by Construction Manager and all Subcontractors with policy limits as stated in Paragraph 1 above. This policy shall cover liability arising out of any auto (including owned, hired, and non-owned autos) used in connection with the Work on the Project and shall include coverage for loading and unloading hazards. Automobile liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01. No aggregate shall be permitted.

5. **Umbrella/Excess Liability Insurance**. An Excess or Umbrella liability insurance policy shall be provided by Construction Manager and all Subcontractors with policy limits as indicated in Paragraph 1. This policy shall be excess of the CGL, automobile liability, and employer's liability insurance on a "following form" basis of underlying policies. This policy shall be excess over and be no less broad than the CGL, Automobile Liability, Employer's Liability as described in these insurance requirements, including but not limited to the required additional insured status, designated project(s) and/or location(s), general aggregate, waiver of subrogation, notice of cancellation, and prohibited exclusions or limitations, The policy shall provide coverage where underlying primary insurance coverage limits are exhausted or otherwise unavailable or inadequate to cover a loss. Any excess or umbrella policy shall be kept in force at all times during the course of this Agreement and until all claims arising out of the Work are barred by the statute of repose provided under Texas law.

6. **Asbestos Abatement Liability Insurance**. Asbestos Abatement Liability coverage shall be provided by Construction Manager and Subcontractors with policy limits as stated in Paragraph 1 above if the Work or the Project includes asbestos containing materials. This policy shall provide coverage for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

7. **Cyber/Privacy Liability Coverage**. Cyber/Privacy liability insurance shall be provided by Construction Manager and each Subcontractor with policy limits as stated in Paragraph 1 above to cover risk of loss to electronic data. Each policy must include coverage for electronic vandalism to electronic data, including coverage for a third party's willful alteration of data, introduction of viruses which impact electronic data, unauthorized use of electronic data, and denial of service to website or email destinations.

8. **Pollution Liability Coverage**. Construction Manager and each Subcontractor will provide a pollution liability policy with limits as stated in Paragraph 1 above that covers a pollution event or release on the Project resulting from their activities under and during the term of this Agreement and for completed operations. The Pollution Liability policy shall provide coverage for "sudden & accidental" and gradual

occurrences arising from the Work performed under this Agreement. The annual aggregate shall apply separately to this Project. Pollution liability insurance with coverage as specified herein shall be maintained until all claims arising out of the Work are barred by applicable statutes of limitation and repose.

Purchase of an extended discovery period or an extended reporting period will not be sufficient to comply with each entity's obligations hereunder. This policy shall include coverage for: (i) the full scope of the particular entity's operations (on-going and completed), as described in this Agreement or in any subcontract or separate agreement concerning the Project; (ii) losses arising from pollutants, including but not limited to fungus, bacteria, biological substances, mold, microbial matter, asbestos, lead, silica and contaminated drywall; (iii) third party liability for bodily injury, property damage, clean up expenses, and defense costs arising from the entity's operations; (iv) diminution of value and natural resources damages; (v) contractual liability; (vi) claims arising from use of any owned or non-owned disposal sites arising out of the insured entity's activities in connection with this Agreement; (vii) bodily injury to include physical injury, sickness, disease, death, mental anguish, medical monitoring and emotional distress sustained by any person; and (viii) all attorneys' fees, expenses and other costs that are related to or that arise out of or from the investigation or adjustment of any claim or in connection with any court, arbitration, mediation, state administrative hearing, or other proceeding of any kind that arise out of or that are related to a Pollution Condition(s). Coverage under this policy shall include a **seven (7)-**Day minimum occurrence period for emergency response costs. The Pollution Liability insurance policy shall not include any type of exclusion or limitation of coverage applicable to claims arising from any of the following:

- Insured vs. insured actions (however, an exclusion for claims made between insureds within the same economic family is acceptable).
- Impaired property that has not been physically injured.
- Materials supplied or handled by the named insured; any exclusionary language pertaining to materials supplied by the insured is subject to the Owner's review and approval.
- Property damage to the work performed by Construction Manager or any Subcontractor.
- Faulty workmanship as it relates to clean up costs.
- Punitive, exemplary or multiplied damages.
- Work performed by Subcontractors or sub-subcontractors of any tier.
- Contractual liability incurred as a result of an injury to an employee of the insured.

"Pollution Condition(s)" means the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, sewage, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, mold, silt, sedimentation, low-level radioactive material and waste materials into or upon land, the atmosphere or any watercourse or body of water, including groundwater, provided such conditions are not naturally present in the environment in the amounts or concentrations discovered.

9. **Professional Liability Coverage**. Construction Manager and each Subcontractor will provide Professional liability coverage ("PL") with policy limits as set forth in Paragraph 1 above as will insure from and against all negligent acts, errors, and omissions in any services performed by Construction Manager and each Subcontractor, and their agents, representatives, employees, and lower-tier sub-subcontractors. PL coverage shall provide full prior acts coverage or a retroactive date not later than the

date the services are first performed by the entity in connection with the Project. This policy shall not include any type of exclusion or limitation of coverage applicable to claims arising from: (i) bodily injury or property damage where coverage is provided on behalf of Subcontractors; (ii) habitational or residential operations; (iii) pollution, mold and/or microbial matter and/or fungus and/or biological substance; (iv) punitive, exemplary or multiplied damages; (v) professional liability of the Construction Manager arising out of the negligence of Construction Manager; or (vi) design/build services. This insurance shall be maintained until all claims arising out of the Work are barred by applicable statutes of limitation and repose.

10. Builder's Risk Coverage. Builder's Risk coverage shall be purchased by the Construction Manager for the entire Project on an "all risk" completed value form at 100% of the Final Guaranteed Maximum Price with coverage automatically increasing to provide constant limits of insurance at full 100% of all insurable values as they are created during construction and to cover the amount of any Change Orders, Owner Change Directives, or Modifications that increase the replacement value of the Project. Coverage shall be at least as broad as an unmodified ISO Special Causes of Loss Form ISO CP 10 30 06 95 and shall include coverage for fire, extended coverage, vandalism and malicious mischief, theft, collapse, flood and earth movement, and named storm. Any exclusions to this Builder's Risk coverage form require Owner approval. Such insurance shall (a) designate the Owner and Indemnitees, Construction Manager, and all Subcontractors of any tier (as their interests appear), and all loss payees and mortgagees (as their interests appear) as insureds on the policy and Owner and Indemnitees as loss payees; and (b) be primary and non-contributing to any other insurance coverage available to the insureds, as to whom their other insurance shall be excess, secondary and noncontributing to losses covered by Builder's Risk insurance. The Builder's Risk insurance shall not include any requirement that protective safeguards are in-place or maintained on the Project. The termination of coverage provision shall be endorsed to permit coverage to continue during any interim period of occupancy of the covered property while being constructed. This insurance shall be maintained in effect until the earlier of the following dates: (i) the date on which termination of coverage has been approved after Final Payment has been issued to and accepted by the Construction Manager, as provided for in the Contract Documents; or (ii) the date on which the insurable interests in the covered property of all insureds other than the Owner have ceased. Loss, if any, shall be adjusted with and made payable to Owner as trustee for the insureds. Such insurance shall cover at a minimum the following:

- All structure(s) under construction, including retaining walls, paved surfaces and roadways, bridges, glass, foundation(s), footings, underground pipes and wiring, excavations, grading, backfilling or filling.

- All temporary structures (e.g., fencing, scaffolding, cribbing, false work, forms, site lighting, temporary utilities and buildings) located at the site.

- All property including materials and supplies on-site for installation and at other locations but intended for use at the site.

- All property including materials and supplies in transit to the site for installation by all means of transportation other than ocean transit.

- The cost of debris removal equal to the lesser of: (i) 25% of the amount of loss, or (ii) $5,000,000 per occurrence.

- Other property for which an insured is liable in connection with the Project, including Owner furnished or assigned property.

.1 For renovation projects or projects that involve portions of Work contained within an existing structure, the policy must also include coverage in the additional sum of $1,000,000.00, or the value of the Final Guaranteed Maximum Price, whichever is less. These policy limits are in addition to the Builder's Risk policy limit that is equal to the Final Guaranteed Maximum Price for Existing Property and Owner-furnished items, if any, specified by Owner. For purposes herein, "Existing Property" means existing buildings or structures, as well as, all personal property contained therein, but does not include personal property owned or operated by Construction Manager or any Subcontractors.

.2 For Owner-furnished items or materials that will be in care, custody or control of Construction Manager, Construction Manager shall be responsible for any and all damages and losses thereto.

.3 **Sublimits**. For those properties located within a Tier 1 or 2 windstorm area, named storm coverage must be provided with limits as specified by Owner. For those properties in flood prone areas, floor insurance coverage must be provided with limits specified by Owner. Owner may specify additional sublimits applicable to the Project in the Owner's Special Conditions set forth in **Exhibit C**.

.4 The policy shall include the following endorsements:

i. Builder's Risk insurance shall be specific as to coverage and not contributing insurance with any permanent insurance maintained on the property;

ii. The policy shall not contain an occupancy clause suspending or reducing coverage should Owner partially occupy the site and before the parties have determined Substantial Completion; and

iii. Valuation of any loss for the renovation and any existing property (exclusive of building and existing structures) shall be at replacement cost.

.5 **Deductibles**. Deductibles shall not exceed the following:

i. All risks of direct damage, $25,000 per occurrence.

ii. Delayed Opening Waiting Period: 5 Days.

iii. Earthquake and Earthquake Sprinkler Leakage, $100,000 per occurrence.

iv. Flood. The deductible per occurrence shall be 5% of the value-at-risk-at-time-of-loss ("VARTOL") with a minimum VARTOL of $250,000. If flood insurance is purchased through National Flood Insurance Program, the deductible shall be the maximum amount of insurance purchased thereunder.

.6 The Builder's Risk policy shall remain in effect until the time Owner has approved the transfer of the risk of loss from the Project.

.7 Additional requirements may be specified by Owner.

11. Insurance Required of Subcontractors. Each Subcontractor must provide all coverages identified above with limits as set forth in Paragraph 1 above. The limits of such insurance may be adjusted in

accordance with the nature of each Subcontractor's operations but, if such adjustment is requested, it must be submitted to Owner for approval before the Subcontractor enters into an agreement or any Work commences under the agreement in question.

12. **Inclusion of Insurance Information in Bid Packages**. Construction Manager shall include required insurance information in trade bid/proposal packages and indicate on bid/proposal forms the insurance that bidders/proposers are to include in their responses. The Construction Manager shall not commence any phase of the Work under this Agreement until it has obtained all insurance required for that phase and until evidence of the required insurance has been reviewed and approved by the Owner. Owner's review and approval of the insurance shall not affect the liability of either party.

13. **General Terms for All Insurance Policies**. All insurance coverages must be placed with carriers acceptable to Owner, licensed to do business in Texas and rated A-/VII or better by A.M. Best, confirmed by one or more insurance certificates on an Acord 25 form, with all information fully provided as required by the form. All insurance coverages shall be written on an occurrence basis (except Professional Liability) and shall be primary and not excess insurance vis-à-vis any coverage, any self-insurance, or other policy of insurance maintained by Owner. Any coverage underwritten on a claims-made basis must include a retroactive date for the policy and all renewals must be coincident with the effective date of the Agreement. Any premiums for this extended reporting period shall be paid by Construction Manager. Certificates of insurance and additional insured endorsements required herein shall provide that the policies shall be primary without right of contribution from any insurance carried by Owner. Each policy, other than Worker's Compensation/Employer's Liability and Professional Liability, shall contain a severability of interest clause stating *"it is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability."* Each policy shall provide for full separation of insureds and include no insured v. insured limitations or exclusions.

14. **Additional Insured Status**. Owner and Indemnitees (as defined in the Agreement) and their officers, directors, agents, and employees shall be included as additional insureds on policies procured by Construction Manager and all Subcontractors, except Worker's Compensation and Professional Liability, using ISO Additional Insured Endorsements CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (Completed Operations) or their equivalent, as approved by Owner. Insured requirements for the Builder's Risk coverage are contained in Paragraph 10 above wherein Owner and the Indemnitees shall be listed as insureds and loss payees. Construction Manager and all Subcontractors shall provide additional insured endorsements demonstrating the insured status of Owner and the Indemnitees as provided herein on such forms as required by Owner.

15. **Waivers of Subrogation**. All Worker's Compensation, Employers' Liability, Automobile Liability, Commercial General Liability, Excess Liability, Builder's Risk, and Pollution Liability insurance policies (including those procured by Subcontractors) must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against Owner and Indemnitees and their officers, directors, agents, and employees. With respect to all such policies, Construction Manager waives any and all rights of recovery or subrogation against Owner and its Indemnitees and their officers, directors, agents, and employees.

16. **Evidence/Proof of Insurance/Endorsements**. Evidence of the insurance coverage required of the Construction Manager must be furnished to Owner before commencement of the Work (or, with respect to Subcontractors, before such entity begins its portion of the Work) and as coverage renews. Evidence of coverages shall be provided in certificates of insurance with a copy of the Commercial General Liability policies and all endorsements. The insurance policies shall provide or be endorsed to include a requirement for each insurer to give Owner notice at least **thirty (30)** Days prior to any (i) non-renewal; (ii) cancellation;

or (iii) material change. "Material Change" includes, without limitation (i) a change in the policy period; (ii) a material revision to, or removal of, a coverage section; (iii) a reduction of the amount of limits of insurance, provided such reduction is not the result of payment of damages, medical expenses, or claim expenses; or (iv) an increase of the amount of any self-insured retentions. Similarly, the Commercial General Liability policy shall be endorsed to include a **ten (10)-**Day Notice of Non-Payment of Premium in favor of Owner.

17. **Notification to Owner**. Any and all policies, endorsements, approvals, certificates of insurance and/or notifications of cancellation, non-renewal, or material change shall be transmitted to:

Adam Lane
JPS Health Network
1500 South Main Street
Fort Worth, Texas 76104
Telephone: 817-702-9998
Email: ALane02@jpshealth.org

Darrick Walls
JPS Health Network
1500 South Main Street
Fort Worth, Texas 76104
Telephone: 817-691-2062
Email: dwalls@broaddususa.com

with a copy to:

Daphne Walker
Sr. Vice President, Chief Legal Counsel
1500 South Main Street
Fort Worth, Texas 76104
Telephone: 817-702-9988
Email: DWalker10@jpshealth.org

18. **Deductibles, Retentions & Exclusions**. Insurance deductibles shall be paid by Construction Manager or Subcontractors without reimbursement by Owner. Any under-insurance, self-insurance, self-insured retentions (SIR), deductibles, and exclusions in coverage in the insurance policies required under this agreement to the extent applicable, shall be assumed by, for the account of and at the sole risk of Construction Manager and Subcontractors. All deductibles and self-insured retentions shall be disclosed to Owner before the placement of any insurance or commencement of the Work under the Agreement.

19. If Construction Manager elects to self-insure or to maintain insurance required herein subject to deductibles and/or retentions exceeding the foregoing deductible amounts, Construction Manager shall be obligated to grant Owner all rights against Construction Manager to the same extent as if Construction Manager had maintained the insurance required hereunder with a commercial insurer, including but not limited to additional insured status (as to liability policies other than Workers' Compensation Insurance and Professional Liability Insurance), primary and non-contributory liability, waivers of rights of recovery, other insurance clauses, and any other extensions of coverage required herein. Construction Manager shall pay from its assets the costs, expenses, damages, claims, losses and liabilities, including attorney's fees and necessary litigation expenses at least to the same extent all of the foregoing would have been covered had Construction Manager maintained the insurance required hereunder with a commercial insurer.

20. **Construction Manager's Duty to Review**. Construction Manager represents and acknowledges it has carefully reviewed its insurance program with its legal and risk advisors and believes its insurance policies comply with the insurance requirements in this Agreement, and further acknowledges a continuing obligation to ensure its insurance policies remain compliant herewith. Within 48 hours of a written request by Owner, Construction Manager shall submit true and complete copies of Construction Manager's policies of insurance in electronic form by emailing true and complete of such policies to Owner's insurance analyst. The true and complete copies of all applicable insurance policies shall be submitted in a timely manner, as no contract will be executed without the receipt, review, negotiation, and Owner acceptance, of the submitted policies. The policies shall include therewith a letter provided by Construction Manager's broker, agent, or its applicable insurance carrier representative for each policy, certifying that the electronic copies of the policies as furnished are true and correct copies. In addition, upon conducting such review, if Owner's insurance analyst determines Construction Manager's insurance policies contain deficiencies that cause such policies to fail to comply with the insurance requirements of this Agreement, Construction Manager agrees to reimburse Owner for all costs and fees incurred in attempting to resolve such policy deficiencies by modification or special endorsement thereof. Construction Manager shall not cause or permit any required insurance to cancel or lapse prior to the expiration of all warranty periods, provided however, policy duration for Builder's Risk (or as applicable, an installation floater) is not governed by this provision. Construction Manager must update all expired policies prior to submission of any pay application.

21. **Right to Review**. Owner reserves the right to review all insurance requirements and to require deletion, revision, and/or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulations that are binding upon Owner, Construction Manager, or the underwriter) on any such policies when deemed necessary and prudent by Owner based upon changes in statutory law, court decisions, or the claims history of the industry and/or of Construction Manager, provided however, such modifications must be commercially available to Construction Manager. Owner shall make an equitable adjustment to the Final Guaranteed Maximum Price for any additional cost resulting therefrom.

22. **Failure to Obtain or Maintain**. Failure to timely obtain and maintain the insurance coverages as required under this Agreement may subject Construction Manager to disqualification from eligibility to participate in any other or future projects with Owner and/or suspension or termination of Work for cause pursuant to the Contract Documents. Construction Manager shall provide Owner **thirty (30)** Days' written notice of erosion of any aggregate limits below the minimum amounts required by this Agreement. In the event Construction Manager fails to timely renew or pay any of the renewal premiums for any expiring policies, Owner shall have the right (but not the obligation) to: (i) make such payments; and/or (ii) acquire replacement coverage, and set off the amount(s) or costs thereof against the next payment(s) coming due to Construction Manager under this Agreement or under any other contract between Owner and Construction Manager. Owner may withhold any payments due to Construction Manager from this Project or any other Owner project until satisfaction is achieved.

23. **Enforceability of Requirements**. None of the requirements contained herein as to types, limits, or Owner's approval of insurance coverage to be maintained by Construction Manager or any Subcontractor is intended to and shall not in any manner limit, qualify, or quantify the liabilities and obligations assumed by Construction Manager under the Agreement or otherwise provided by law. All insurance coverages required by the Agreement, as amended by Owner, shall be written in strict conformance with these requirements to provide complete and full coverage to Owner for Construction Manager's and Subcontractors' operations and completed operations. If coverages and/or specified endorsements are not available due to a change in Texas law, Construction Manager shall secure equivalent coverages, which shall be subject to approval by Owner. To the extent any provision of these insurance requirements is held

to be void, voidable, invalid, or unenforceable, the remainder of these insurance requirements shall not be affected thereby and shall remain valid and fully enforceable.

24. **Losses Paid by Construction Manager**. Actual losses not covered by insurance as required by this Agreement shall be paid by Construction Manager. Construction Manager hereby waives all rights of recovery and releases, and shall cause all Subcontractors to release Owner from any and all claims or causes of action whatsoever which Construction Manager and/or Subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by Construction Manager or Subcontractors pursuant to the Agreement.

25. **Owner a Third-Party Beneficiary**. It is hereby acknowledged and agreed that, based on the Agreement into which this **Exhibit B** is incorporated, Owner is intended to be and hereby is a third-party beneficiary of any agreement(s) between Construction Manager and any and all Subcontractors and persons who procure, or cause to be procured any insurance policy and any renewals thereof, for the Project.

26. **Required Insurance Coverages No Effect On Indemnification**. The insurance and insurance limits required herein shall not be deemed as a limitation on Construction Manager's liability under the indemnifications granted to Owner.

27. **No Warranty That Insurance Limits Will Be Adequate to Fully Protect Construction Manager**. The insurance requirements set out herein shall not be interpreted as any representation or warranty that the insurance coverage and limits will necessarily be adequate to fully protect Construction Manager.

B. BONDING REQUIREMENTS

1. **Security/Bid Bond**. Construction Manager shall provide a Security Bond/Bid Bond on the form provided by Owner in **Exhibit B-3** in the amount of **five percent (5%)** of the Owner's budget for the Project. The surety for a Security Bond shall meet the same requirements as set forth for payment and performance bonds. The Security/Bid Bond will be issued for a period not to exceed six (6) months and will be automatically renewed unless cancelled by written notice to Construction Manager and Owner, received by Owner within **sixty (60)** Days prior to the applicable expiration date. If the Bid Bond is cancelled, Construction Manager shall replace the Bid Bond, or provide other financial security under terms substantially the same as the Bid Bond and otherwise acceptable to Owner, in Owner's sole discretion, within **thirty (30)** Days of Owner's receipt of the surety's notice of cancellation, failing which, Construction Manager shall be deemed to be in default of its obligations under and to have committed a material breach of this Agreement and Owner may proceed in accordance with the provisions of the Contract Documents, and/or be entitled to enforce any other remedy or right the Owner may have hereunder.

2. **Performance and Payment Bonds**. Construction Manager shall provide Performance and Payment Bonds, each with penal sums in the amount of one hundred percent (100%) of the value of the Final Guaranteed Maximum Price upon Owner's execution of the Agreement, unless it has not been established at the time the Agreement is executed and then in conformance with the amount equal to the construction budget specified in the RFQ/RFP, in accordance with the requirements of *Tex. Gov't. Code § 2269.258* and *§ 2253.001 et seq.*, and in such form attached hereto as **Exhibit B-1**, and **Exhibit B-2**, respectively. No Notice to Proceed shall be issued until the bonds are received and approved by Owner. At all times, Construction Manager's Performance and Payment Bonds will cover the approved Work Package amounts and the Final Guaranteed Maximum Price as set forth in the Final Guaranteed Maximum Price Amendment. To the extent a Work Package is issued under Section 3.3 of the Agreement, and

Construction Manager has not provided a performance and payment bond under *Tex. Gov't. Code § 2269.258*, Payment and Performance bonds with penal sums equal to the authorized dollar amount of the Work Package Authorization shall be provided. Without limiting any other requirements or obligations of the surety, the Performance Bond shall cover Construction Manager's warranty obligations for a period not less than two (2) years from the date of the issuance of the Certificate of Substantial Completion, and shall include coverage for any liquidated damages for which Construction Manager may be liable under this Agreement.

3. In addition to the above requirements, all bonds shall be issued with the Owner as the named obligee and shall be executed by a corporate surety company authorized to do business in the State of Texas and which shall hold a certificate of authority from the United States Department of Treasury to qualify as a surety on obligations permitted or required under federal law. All bonds shall have a Power of Attorney attached. Performance and Payment bonds shall be provided before any Work is performed.

4. Costs, premiums or other charges for or relating to Subcontractor bonds and/or Subcontractor default insurance are not reimbursable as Costs of the Work or as General Conditions Costs and will not be reimbursed.

EXHIBIT B-3

FORM OF BID BOND

RFP FOR CONSTRUCTION MANAGER AT-RISK SERVICES FOR THE JPS HEALTH CENTER FOR WOMEN

TARRANT COUNTY HOSPITAL DISTRICT D/B/A/ JPS HEALTH NETWORK

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That we, (Bidder Name) HCBeck, LTD hereinafter referred to as "**Principal**," and (Surety Name) Liberty Mutual Insurance Company, a corporation or firm duly authorized to transact surety business in the State of Texas, hereinafter called the "**Surety**", are held and firmly bound unto **Tarrant County Hospital District d/b/a JPS Health Network**, a hospital district and political subdivision of the State of Texas, hereinafter referred to as "**JPS**", in the sum of Five Percent of Amount Bid Dollars ($ 5% of Amt. Bid), the payment of which sum will be well and truly, made, and the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Proposal to perform work for the following project of JPS, identified as JPS Health Center for Women.

NOW, THEREFORE, if JPS shall award the Contract for the foregoing project to the Principal, and the Principal shall satisfy all requirements and conditions required for the execution of the Contract and shall enter into the Contract in writing with JPS in accordance with the terms of such proposal, then this bond shall be null and void. If the Principal fails to execute such Contract in accordance with the terms of such Proposal or fails to satisfy all requirements and conditions required for the execution of the Contract in accordance with the Proposal, this Bond shall become the property of JPS, without recourse of the Principal and/or Surety, not as a penalty but as liquidated damages.

Signed this 5th day of August, 20 25.

HCBeck, LTD
464 Bailey Ave., Suite 210
Fort Worth, TX 76104
(Principal Name)

By: _____
(Signature and Title of Principal) BRUCE MORROW, CHIEF CORPORATE OFFICER

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116 (617) 357-9500
(Surety Name)

By: _____
(Signature and Title of Attorney-in-Fact)
Veronica Lawver, Attorney-in-Fact

Surety Seal

[ATTACH POWER OF ATTORNEY FOR SURETY'S ATTORNEY-IN-FACT]

TARRANT COUNTY HOSPITAL DISTRICT D/B/A/ JPS HEALTH NETWORK
BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That we, (Bidder Name) _____ hereinafter referred to as "Principal," and (Surety Name)_____, acorporation or firm duly authorized to transact surety business in the State of Texas, hereinafter called the Surety, are held and firmly bound unto **Tarrant County Hospital District d/b/a JPS Health Network,** a hospital district and political subdivision of the State of Texas, hereinafter referred to as "**JPS**", in the sum of _____ Dollars ($_____), the payment of which sum will be well and truly, made, and the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Proposal to perform work for the following projectof JPS, identified as _____.

NOW, THEREFORE, if JPS shall award the Contract for the foregoing project to the Principal, and the Principal shall satisfy all requirements and conditions required for the execution of the Contract and shall enter into the Contract in writing with JPS in accordance with the terms of such proposal, then this bond shall be null and void. If the Principal fails to execute such Contract in accordance with the terms of such Proposal or fails to satisfy all requirements and conditions required for the execution of the Contract in accordance with the Proposal, this Bond shall become the property of JPS, without recourse of the Principal and/or Surety, not as a penalty but as liquidated damages.

Signed this _____ day of _____, 20____.

Principal Name:_____

By:_____

Its:_____

Surety:_____

By:_____

Its: Attorney-in-Fact

[ATTACH POWER OF ATTORNEY FOR SURETY'S ATTORNEY-IN-FACT]

EXHIBIT C

OWNER'S SPECIAL CONDITIONS

EXHIBIT C

OWNER'S SPECIAL CONDITIONS

Capitalized terms as used herein such as "Owner", "Construction Manager", "Subcontractor", "Project", and "Agreement" are used as defined in that certain ***Standard Form of Agreement between Owner and Construction Manager as Constructor***, AIA Document A133 – 2019 ed., as modified for this Project, and shall each have the meanings set forth in the Agreement. Definitions set forth in Section 1.1 of the ***General Conditions of the Contract for Construction***, AIA Document A201-2017 ed., as modified for this Project, are hereby fully incorporated into this **Exhibit C** as if copied verbatim herein.

1. Confidentiality

1.1 Protection of Confidential Information. Construction Manager hereby acknowledges, understands and agrees: (i) that in the course of conducting its due diligence regarding the provision of services to Owner, certain Confidential Information will be disclosed to Construction Manager; and (ii) that whether developed by Owner or others employed by or associated with Owner, all Confidential Information is, and shall remain, the exclusive and confidential property of Owner, and shall be at all times regarded, treated and protected as such by Construction Manager in accordance with the Agreement. Failure to mark any information "Confidential" shall not affect the confidential nature of such information.

1.2 Confidential Information. Confidential Information includes the information set forth in Section 1.1.8 of the A201-2017, and includes the following:

1.2.1 Work product resulting from, or related to the business and/or operations of Owner, including but not limited to, methods, processes, procedures, analysis, techniques, and audits used by Owner in connection therewith.

1.2.2 Computer software of any type or form in any stage of actual or anticipated research and development, including, but not limited to, programs and program modules, routines and subroutines, processes, algorithms, design concepts, design specifications (design notes, annotations, documentation, flowcharts, coding sheets, and the like), source code, object code and load modules, programming, program patches, and system designs.

1.2.3 Information relating to Owner's proprietary rights prior to any public disclosure thereof, including but not limited to, the nature of the proprietary rights, production data, technical and engineering data, test data and test results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights, and trade secrets).

1.2.4 Internal personnel and financial information, vendor names and other vendor information (including vendor characteristics, services, and agreements), customer lists and contacts, business plan(s), purchasing and internal cost information, internal services and operational manuals, pricing, marketing, and all other manner and methods of conducting Owner's business.

1.2.5 Marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and

methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of Owner which have been or are being discussed.

1.3 Covenants. As a consequence of Construction Manager's acquisition or anticipated acquisition of Confidential Information, Construction Manager will occupy a position of trust and confidence to Owner with respect to Owner's affairs and business. In view of the foregoing and of the mutual consideration to be provided to each party, Construction Manager agrees that it is reasonable and necessary that it make the following covenants:

1.3.1 Both during and forever after the performance of any due diligence investigation, Construction Manager will not disclose Confidential Information to any person or entity other than as necessary in carrying out its duties on behalf of Owner and/or due diligence investigation, without first obtaining Owner's prior, written consent, and Construction Manager will take all reasonable precautions to prevent inadvertent disclosure of such Confidential Information. This prohibition against Construction Manager's disclosure of Confidential Information includes, but is not limited to, disclosing the fact that any similarity exists between the Confidential Information and information independently developed by another person or entity, and Construction Manager understands that such similarity does not excuse Construction Manager from abiding by its covenant or other obligations pursuant to the Agreement.

1.3.2 Both during and after the conduct of its due diligence investigation, Construction Manager will not use, copy, or transfer Confidential Information other than as necessary in carrying out its duties on behalf of Owner and/or due diligence investigation, without first obtaining prior written consent of Owner, and will take all reasonable precautions to prevent inadvertent use, copying, or transfer of such Confidential Information. This prohibition against Construction Manager's use, copying, or transfer of Confidential Information includes, but is not limited to, selling, licensing, or otherwise exploiting, directly or indirectly, any products or services, including software in any form, that embody or are derived from Confidential Information.

1.4 Use. Construction Manager agrees not to make any written use of or reference to Owner's name or registered or unregistered trademarks (or any names under which Owner conducts business or operations) for any marketing, public relations, advertising, display or other business purpose or make any use of Owner's facilities for any activity related to the express business purposes and interests of Owner pursuant to the Agreement, without the prior written consent of Owner, which consent may be withheld or granted in Owner's sole and absolute discretion. Construction Manager agrees not to utilize, either directly or indirectly, any Confidential Information in order to facilitate or create direct business relationships with business customers of Owner.

1.5 Open Records Request or Similar Requests for Information. In the event that Construction Manager receives a request to disclose all or any part of the Confidential Information under the terms of the Texas Public Information Act, a subpoena or other order issued by a court of competent jurisdiction or by another governmental agency, Construction Manager shall: (i) notify Owner of the existence, terms, and circumstances surrounding such a request within one (1) business day of the receipt of the request; (ii) notify the entity requesting the information that such a request for information should be submitted to Owner, not Construction Manager; (iii) provide the entity requesting the information the contact information of Owner's public information coordinator; and (iv) forward all responsive information to Owner within two (2) business days of the receipt of the request.

EXHIBIT C: OWNER'S SPECIAL CONDITIONS

1.6 Confidentiality Provisions Applicable to Owner. Subject to the provisions of Section 1.7 below, Owner shall keep confidential all information, in whatever form, produced, prepared, or observed by Construction Manager to the extent that such information is stamped "Confidential Information" or otherwise determined to be confidential by Applicable Laws.

1.7 Public Records. Notwithstanding any provisions of the Agreement to the contrary, Construction Manager understands that Owner will comply with the Texas Public Information Act, Tex. Gov't. Code Ch. 552. If contacted by Owner, Construction Manager will cooperate with Owner in the production of documents responsive to the request. Construction Manager agrees to provide the documents responsive to the request in the format and within the time frame specified by Owner. Construction Manager may request that Owner seek an opinion from the Office of the Attorney General of Texas. However, the final decision whether to seek a ruling from the Office of the Attorney General of Texas will be made by Owner in its sole discretion to comply with the legal requirements of the Texas Public Information Act. Additionally, Construction Manager will notify Owner's general counsel within twenty-four (24) hours of receipt of any third-party requests for information written, produced, collected, assembled, or maintained in connection with the Agreement and/or any amendment to the Agreement. The Agreement and/or any amendment to the Agreement and all data and other information generated or otherwise obtained in its performance is subject to the Texas Public Information Act. Construction Manager agrees to maintain the confidentiality of information received from Owner during the performance of the Agreement, including information which discloses confidential personal information particularly, but not limited to, social security numbers. Furthermore, Construction Manager is required to make any information created or exchanged with the State pursuant to the Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public as specified by Owner at no additional charge to the Owner.

2. Suspension and Debarment. Construction Manager, on behalf of itself and its employees, agents, representatives, and Subcontractors, represents that as of the date of, and at all times during the term of, the Agreement, the following shall be true, complete, and correct:

2.1 Construction Manager is in compliance or will comply with, to the extent applicable, Owner's compliance program and all applicable federal and state laws and regulations therein, including, but not limited to, federal and state healthcare fraud and abuse provisions;

2.2 Construction Manager is not a target or subject of a federal or state criminal, civil, or administrative investigation;

2.3 Construction Manager is not a party to any actual or threatened criminal, civil, or administrative action or proceeding concerning a potential violation of federal or state laws including, but not limited to, federal or state healthcare fraud and abuse provisions;

2.4 Construction Manager has not been convicted of any crime relating to any federal and/or state program; and

2.5 Construction Manager is not, and has not previously been, excluded, debarred, suspended, or otherwise deemed ineligible from participating in any federal or state healthcare program or other federal or state program.

During the term of the Agreement, Construction Manager shall immediately give Owner written notice if Construction Manager is not in compliance with any provision of this Section 2. Upon the occurrence of

such event, whether or not notice is given to Owner, Owner may terminate the Agreement effective immediately upon written notice to Construction Manager.

3. Historically Underutilized Businesses. Construction Manager will proactively comply with Owner's established policies regarding the utilization of S/W/MBE/HUB entities and goals, and all other applicable administrative rules and statutes relating to utilization of S/W/MBE/HUB entities for the Project.

4. Equal Opportunity. Construction Manager shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. Construction Manager shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief. Such action shall include, but not be limited to, the following: (i) employment, upgrading, demotion, or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. Construction Manager shall post in conspicuous places, available to employees or applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination Section. Construction Manager shall include this Section in all subcontract agreements pertaining to the services to be provided under the Agreement.

5. Nondiscrimination. In their execution of the Agreement, the parties and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. To the extent not in conflict with federal or state law, the parties agree not to discriminate on the basis of race, color, national origin, age, sex, religion, disability, veterans' status, sexual orientation, gender identity or gender expression. Any breach of this covenant may result in termination of the Agreement.

6. Immigration Reform. The Immigration Reform and Control Act of 1986, as amended, the Immigration Act of 1990, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, require that all employees hired since 1986 provide proof of identity and employment eligibility before they can work in the United States. Owner is committed to complying with all applicable immigration laws of the United States and requires compliance by all contractors, subcontractors, and consultants who contract with the Owner. Construction Manager shall not place any employee of Construction Manager at a worksite, nor shall Construction Manager permit any employee, nor any Subcontractor, to perform any work on behalf of, or for the benefit of, Owner without first confirming said employee's authorization to lawfully work in the United States. Construction Manager states that Construction Manager: (i) maintains and follows an established policy to verify the employment authorization of its employees and to ensure continued compliance for the duration of employment; (ii) has verified the identity and employment eligibility of all employees in compliance with Applicable Law; (iii) has established internal safeguards and reporting policies to encourage its employees to report any suspected violations of immigration policies or of immigration law promptly to Construction Manager's senior management; and (iv) is without knowledge of any fact that would render any employee or any Subcontractor ineligible to legally work in the United States. Construction Manager further acknowledges, agrees, and states that it: (i) has complied, and shall at all times during the term of the Agreement comply, in all respects with the Immigration Reform and Control Act of 1986 and 1990, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and all of the laws, rules, and regulations relating thereto; (ii) has properly maintained, and shall at all times during the term of the Agreement properly maintain, all records required by the Department of Homeland Security, Immigration and Customs Enforcement, including, without limitation, the completion and maintenance of the Form I-9 for each of Construction Manager's employees; and (iii) has responded, and shall at all times during the term of the Agreement respond, in a timely fashion to any inspection requests related to such I-9 Forms. During the term of the Agreement, Construction Manager

shall, and shall cause its directors, officers, managers, agents and employees to, fully cooperate in all respects with any audit, inquiry, inspection or investigation that may be conducted by Owner or any state or county agency of Construction Manager or any of its employees. Construction Manager acknowledges, agrees, and represents that all Subcontractors permitted by it to perform services hereunder will be required to agree to these same terms as a condition to being awarded a contract for the performance of such services.

7. E-Verify. By entering into the Agreement, Construction Manager certifies and ensures that it utilizes and will continue to utilize, for the term of the Agreement, the U.S. Department of Homeland Security's E-Verify system, in accordance with the U.S. Department of Homeland Security's rules, to determine the eligibility of: (i) all persons employed to perform duties within the State of Texas, during the term of the Agreement; and (ii) all persons (including all Subcontractors) assigned by the Construction Manager to perform services pursuant to the Agreement, within the United States of America. Construction Manager shall provide, upon request of Owner and if available, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three (3) most recent hires that match the criteria above, by the Construction Manager and Subcontractors, as proof that this provision is being followed. If this certification is falsely made, the Agreement may be immediately terminated, at the discretion of Owner, and at no fault to Owner, with no prior notification. Construction Manager shall also be responsible for the costs of any re-solicitation that Owner must undertake to replace the terminated Agreement. For persons not eligible for E-Verify screening, Construction Manager (along with all Subcontractors) shall provide, upon request by Owner, another form of documentation of proof of eligibility to work in the United States of America.

8. Entities that Boycott Israel. Pursuant to *Tex. Gov't. Code §2271.002*, Construction Manager certifies that either (i) it meets an exemption criteria under *Tex. Gov't. Code §2271.002*; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Construction Manager shall state any facts that make it exempt from the boycott.

9. Entities that Boycott Energy Companies. Pursuant to *Tex. Gov't. Code §2274.002*, Construction Manager certifies that either (i) it meets an exemption criteria under *Tex. Gov't. Code §2274.002*, or (ii) it does not boycott companies that engage in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and do not commit or pledge to meet environmental standards beyond applicable federal and state law ("Energy Companies") and will not boycott Energy Companies during the term of the Agreement. "Boycott Energy Company" has the meaning provided in *Tex. Gov't. Code §809.001*. Construction Manager shall state any facts that make it exempt from verification.

10. Entities that Discriminate against Firearms Entities or Trade Associations. Pursuant to *Tex. Gov't. Code §2274.002*, Construction Manager certifies that either (i) it meets an exemption criteria under *Tex. Gov't. Code §2274.002,* or (ii) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association (as defined under *Tex. Gov't Code §2274.001*) and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. Construction Manager shall state any facts that make it exempt from verification.

11. Prohibition Against Contracting with Companies Engaged in Business with Iran, Sudan, or other Foreign Terrorist Organizations. In accordance with *Tex. Gov't. Code §2252.152*, Owner is prohibited from entering into a governmental contract (as defined in *Tex. Gov't. Code §2252.151(3)*) with a company that is identified on a list prepared and maintained under *Tex. Gov't. Code §§806.051*, *807.051*, or *2252.153*. If Construction Manager is on the above-referenced list, the Agreement will be considered void or voidable and Owner will not be responsible to pay Construction Manager for any services performed.

12. Excluded Parties. Construction Manager certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

13. No Conflicts. Construction Manager represents that Construction Manager has no actual or potential conflicts of interest in providing services to Owner under the Agreement and that Construction Manager's provision of services under the Agreement would not reasonably create an appearance of impropriety.

14. Deceptive Trade Practices Act; Unfair Business Practices Disclosures. Construction Manager represents and states that it has not been found liable of Deceptive Trade Practices Act violations under *Tex. Bus. & Com. Code Ch. 17* or of any unfair business practice in any administrative hearing or court suit. Construction Manager further certifies that it has no officers who have served as officers of other entities who have been found liable of Deceptive Trade Practices violations or of any unfair business practices in an administrative hearing or court suit. In the event that allegations of Deceptive Trade Practices violations under *Tex. Bus. & Com. Code Ch. 17* or of any unfair business practices against either Construction Manager or any of Construction Manager's officers have occurred or are currently pending in an administrative proceeding or in a lawsuit filed with any court, then Construction Manager has disclosed all such matters to Owner and provided a brief description of each allegation, information regarding the administrative body or court before which the matter is pending, and the current status of the matter.

15. Disclosure of Interested Parties. Construction Manager certifies that, if the value of the Agreement or the anticipated value of the Agreement exceeds One Million Dollars ($1,000,000), it has complied with *Tex. Gov't. Code §2252.908* and *1 Tex. Admin. Code §§46.1* through *§46.3* as implemented by the Texas Ethics Commission (TEC), if applicable, and has provided the Owner with a fully executed TEC Form 1295, certified by the TEC and signed and notarized by the Construction Manager.

16. General and Criminal Background Checks

16.1 Construction Manager represents that Construction Manager and Construction Manager's employees have not been convicted of a felony criminal offense, or of a crime involving moral turpitude, or that, if such a conviction has occurred, Construction Manager has fully advised Owner as to the facts and circumstances surrounding the conviction.

16.2 Construction Manager, and all of Construction Manager's employees and Subcontractors that will perform any work or services on-Site at a county-owned property shall be subject to a criminal background check. Any expense associated with such criminal background check shall be borne by Construction Manager.

16.3 All criminal background check forms for the Construction Manager and all of Construction Manager's employees and Subcontractors that will initially commence any work on-Site must be fully completed and submitted to Owner within **fifteen (15)** Days of the date of the appropriate notice of award, and the process thereafter must be diligently pursued by Construction Manager. All criminal background checks must be completed before the Construction Manager, or any employee or Subcontractor, performs any services at the Site.

16.4 All criminal background checks must be accomplished by the Texas Department of Public Safety (the "DPS"), which includes fingerprint processing by an independent third-party company selected by DPS. Upon receipt of the fingerprints of the Construction Manager and Construction Manager's employees and Subcontractors, DPS, or Owner, will adjudicate the results of the criminal background searches in accordance with Owner's background check requirements

and guidelines. The failure to timely secure criminal background check clearance shall not be considered a legitimate delay in the performance of the services hereunder.

17. Use of Owner Property. Construction Manager is prohibited from using Owner Property for any purpose other than performing services authorized under the Agreement. "Owner Property" includes, but is not limited to: Owner's office space, identification badges, Owner information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads, external hard drives, data storage devices, any Owner issued software, the Owner's Virtual Private Network (VPN client)) information, and any other resources of Owner. Construction Manager shall not remove Owner Property from the Owner's campus. Construction Manager may not use any computing device to access Owner's network or e-mail. Construction Manager shall not perform any maintenance services on Owner's Property unless the Agreement expressly authorizes such services. During the time that Owner Property is in the possession of Construction Manager, Construction Manager shall be responsible for (i) all repair and replacement charges incurred by Owner that are associated with loss of Owner Property or damage beyond normal wear and tear; and (ii) all charges attributable to Construction Manager's use of Owner Property that exceeds the scope of the Agreement. Construction Manager shall fully reimburse such charges to Owner within **ten (10)** Days of Construction Manager's receipt of Owner's notice of amount due. Use of Owner Property for a purpose not authorized by the Agreement shall constitute breach of the Agreement and may result in termination of the Agreement and the pursuit of other remedies available to Owner under contract, at law, or in equity.

18. Drug-Free Work Place. Construction Manager, Construction Manager's employees, and Subcontractors shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law No. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and Construction Manager, Construction Manager's employees, and Subcontractors shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

19. No Smoking. All facilities where Work is to be performed or services rendered are nonsmoking buildings. Construction Manager, Subcontractors, and all of their employees are prohibited from smoking in all areas except in areas designated for smoking.

20. Signage. Neither Construction Manager, nor any Subcontractor, shall display or distribute any advertising signs or notices of any kind whatsoever upon Owner's premises without the prior written permission of Owner.

EXHIBIT D

OWNER-PROVIDED INFORMATION

Owner shall, with reasonable promptness, provide Construction Manager a copy of, or reasonable access to, the following information and documentation regarding the Project:

1. Owner's Construction, Renovation and Maintenance Activity Safety Policy dated 06/07/2021.
2. Owner's Rules and Regulations for Construction.
3. Owner's HIPAA Policy.

EXHIBIT E

PRECONSTRUCTION INVOICE FORMAT

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:

PROJECT:

APPLICATION NO.: 0
PERIOD TO : 07/31/2025
PROJECT NOS.:

Distribution to:
- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR
- ☐
- ☐

FROM CONTRACTOR: HCBeck, Ltd.
1601 Elm Street, Suite 2800
Dallas, TX 75201
USA

ARCHITECT:

CONTRACT DATE : 07/31/2025

CONTRACT FOR:

APPLICATION AND CERTIFICATE FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1. ORIGINAL CONTRACT SUM	$	0.00
2. Net change by change orders	$	0.00
3. CONTRACT SUM TO DATE (Line1 +/- 2)	$	0.00
4. TOTAL COMPLETED & STORED TO DATE . . . . (Column G on G703)	$	0.00
5. RETAINAGE: (Total retainage Column I of G703)	$	0.00
6. TOTAL EARNED LESS RETAINAGE . . . . . (Line 4 less Line 5 Total)	$	0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	0.00
8. CURRENT PAYMENT DUE	$	0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	0.00

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Order approved in previous months by Owner		0.00	0.00
APPROVED THIS MONTH			
Number	Date Approved		
Current Total:		0.00	0.00
Net Change by Change Orders			0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: HCBeck, Ltd.

By: _____ Date: _____

State of: _____

County of: _____

Subscribed and sworn to before me this _____ day of _____

Notary Public: _____

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to the payment of the AMOUNT CERTIFIED.

AMOUNT _____

(Attach explanation If amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulation below, amounts are stated to the nearest cent.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 0
APPLICATION DATE: 08/25/2025
PERIOD TO: 07/31/2025

A	B	C			D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			WORK COMPLETED (D+E)		MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER-%(G/C)	BALANCE TO FINISH	RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
01	PRECONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
	Project Total:	***0.00***	***0.00***	***0.00***	***0.00***	***0.00***	***0.00***	***0.00***		***0.00***	***0.00***

EXHIBIT F

PRECONSTRUCTION HOURLY RATES/SALARIES/WAGES

EXHIBIT F

Salaried Employee Billing Rates 01/01/2025 - 12/31/28			
Employee Description	Trade Code	Staff Weekly Rate	Staff Hourly Rate
Administrative Assistant	AA	$ 1,840.00	$ 46.00
1/1/26 to 12/31/26	AA	$ 1,880.00	$ 47.00
1/1/27 to 12/31/27	AA	$ 1,920.00	$ 48.00
1/1/28 to 12/31/28	AA	$ 2,000.00	$ 50.00
Administrative Assistant (Overtime Rate)	AA-OT	n/a	$ 60.00
1/1/26 to 12/31/26	AA-OT	n/a	$ 62.00
1/1/27 to 12/31/27	AA-OT	n/a	$ 63.00
1/1/28 to 12/31/28	AA-OT	n/a	$ 66.00
Rodman	FE1	$ 2,120.00	$ 53.00
1/1/26 to 12/31/26	FE1	$ 2,200.00	$ 55.00
1/1/27 to 12/31/27	FE1	$ 2,240.00	$ 56.00
1/1/28 to 12/31/28	FE1	$ 2,320.00	$ 58.00
Rodman (Overtime Rate)	FE1-OT	n/a	$ 71.00
1/1/26 to 12/31/26	FE1-OT	n/a	$ 73.00
1/1/27 to 12/31/27	FE1-OT	n/a	$ 75.00
1/1/28 to 12/31/28	FE1-OT	n/a	$ 78.00
Instrument man	FE2	$ 2,320.00	$ 58.00
1/1/26 to 12/31/26	FE2	$ 2,400.00	$ 60.00
1/1/27 to 12/31/27	FE2	$ 2,440.00	$ 61.00
1/1/28 to 12/31/28	FE2	$ 2,520.00	$ 63.00
Instrument man (Overtime Rate)	FE2-OT	n/a	$ 78.00
1/1/26 to 12/31/26	FE2-OT	n/a	$ 80.00
1/1/27 to 12/31/27	FE2-OT	n/a	$ 82.00
1/1/28 to 12/31/28	FE2-OT	n/a	$ 85.00
Field Engineer I	FE3	$ 2,680.00	$ 67.00
1/1/26 to 12/31/26	FE3	$ 2,720.00	$ 68.00
1/1/27 to 12/31/27	FE3	$ 2,800.00	$ 70.00
1/1/28 to 12/31/28	FE3	$ 2,880.00	$ 72.00
Field Engineer II	FE4	$ 3,280.00	$ 82.00
1/1/26 to 12/31/26	FE4	$ 3,360.00	$ 84.00
1/1/27 to 12/31/27	FE4	$ 3,440.00	$ 86.00
1/1/28 to 12/31/28	FE4	$ 3,560.00	$ 89.00
Senior Field Engineer	FE5	$ 3,720.00	$ 93.00
1/1/26 to 12/31/26	FE5	$ 3,800.00	$ 95.00
1/1/27 to 12/31/27	FE5	$ 3,920.00	$ 98.00
1/1/28 to 12/31/28	FE5	$ 4,040.00	$ 101.00
Director of Field Engineering	FE6	$ 4,360.00	$ 109.00
1/1/26 to 12/31/26	FE6	$ 4,480.00	$ 112.00
1/1/27 to 12/31/27	FE6	$ 4,640.00	$ 116.00
1/1/28 to 12/31/28	FE6	$ 4,760.00	$ 119.00
Intern	INT	$ 1,440.00	$ 36.00
1/1/26 to 12/31/26	INT	$ 1,480.00	$ 37.00
1/1/27 to 12/31/27	INT	$ 1,520.00	$ 38.00
1/1/28 to 12/31/28	INT	$ 1,560.00	$ 39.00
Operations Manager	OM	$ 6,880.00	$ 172.00
1/1/26 to 12/31/26	OM	$ 7,120.00	$ 178.00
1/1/27 to 12/31/27	OM	$ 7,320.00	$ 183.00
1/1/28 to 12/31/28	OM	$ 7,560.00	$ 189.00

Salaried Employee Billing Rates 01/01/2025 - 12/31/28			
Employee Description	Trade Code	Staff Weekly Rate	Staff Hourly Rate
Administrative Assistant (Proj Acct)	PA1	$ 1,680.00	$ 42.00
1/1/26 to 12/31/26	PA1	$ 1,720.00	$ 43.00
1/1/27 to 12/31/27	PA1	$ 1,760.00	$ 44.00
1/1/28 to 12/31/28	PA1	$ 1,800.00	$ 45.00
Administrative Assistant (Overtime Rate)	PA1-OT	n/a	$ 55.00
1/1/26 to 12/31/26	PA1-OT	n/a	$ 56.00
1/1/27 to 12/31/27	PA1-OT	n/a	$ 58.00
1/1/28 to 12/31/28	PA1-OT	n/a	$ 59.00
Project Accountant	PA2	$ 1,920.00	$ 48.00
1/1/26 to 12/31/26	PA2	$ 1,960.00	$ 49.00
1/1/27 to 12/31/27	PA2	$ 2,040.00	$ 51.00
1/1/28 to 12/31/28	PA2	$ 2,080.00	$ 52.00
Project Accountant I (Overtime Rate)	PA2-OT	n/a	$ 63.00
1/1/26 to 12/31/26	PA2-OT	n/a	$ 65.00
1/1/27 to 12/31/27	PA2-OT	n/a	$ 67.00
1/1/28 to 12/31/28	PA2-OT	n/a	$ 69.00
Project Accountant II	PA3	$ 2,240.00	$ 56.00
1/1/26 to 12/31/26	PA3	$ 2,320.00	$ 58.00
1/1/27 to 12/31/27	PA3	$ 2,360.00	$ 59.00
1/1/28 to 12/31/28	PA3	$ 2,440.00	$ 61.00
Project Accountant II (Overtime Rate)	PA3-OT	n/a	$ 75.00
1/1/26 to 12/31/26	PA3-OT	n/a	$ 78.00
1/1/27 to 12/31/27	PA3-OT	n/a	$ 79.00
1/1/28 to 12/31/28	PA3-OT	n/a	$ 82.00
Project Accounting Manager	PA4	$ 2,840.00	$ 71.00
1/1/26 to 12/31/26	PA4	$ 2,920.00	$ 73.00
1/1/27 to 12/31/27	PA4	$ 3,000.00	$ 75.00
1/1/28 to 12/31/28	PA4	$ 3,080.00	$ 77.00
Sr. Project Accounting Manager	PA5	$ 3,320.00	$ 83.00
1/1/26 to 12/31/26	PA5	$ 3,400.00	$ 85.00
1/1/27 to 12/31/27	PA5	$ 3,520.00	$ 88.00
1/1/28 to 12/31/28	PA5	$ 3,600.00	$ 90.00
Regional Project Accounting Manager	PA6	$ 3,760.00	$ 94.00
1/1/26 to 12/31/26	PA6	$ 3,880.00	$ 97.00
1/1/27 to 12/31/27	PA6	$ 4,000.00	$ 100.00
1/1/28 to 12/31/28	PA6	$ 4,120.00	$ 103.00
Preconstruction Engineer	PCM1	$ 2,960.00	$ 74.00
1/1/26 to 12/31/26	PCM1	$ 3,040.00	$ 76.00
1/1/27 to 12/31/27	PCM1	$ 3,080.00	$ 77.00
1/1/28 to 12/31/28	PCM1	$ 3,160.00	$ 79.00
Senior Precon Engineer	PCM2	$ 3,360.00	$ 84.00
1/1/26 to 12/31/26	PCM2	$ 3,440.00	$ 86.00
1/1/27 to 12/31/27	PCM2	$ 3,560.00	$ 89.00
1/1/28 to 12/31/28	PCM2	$ 3,640.00	$ 91.00
Preconstruction Administrator	PCM3	$ 3,800.00	$ 95.00
1/1/26 to 12/31/26	PCM3	$ 3,920.00	$ 98.00
1/1/27 to 12/31/27	PCM3	$ 4,000.00	$ 100.00
1/1/28 to 12/31/28	PCM3	$ 4,120.00	$ 103.00
Preconstruction Manager	PCM4	$ 4,880.00	$ 122.00
1/1/26 to 12/31/26	PCM4	$ 5,000.00	$ 125.00
1/1/27 to 12/31/27	PCM4	$ 5,160.00	$ 129.00
1/1/28 to 12/31/28	PCM4	$ 5,280.00	$ 132.00

Salaried Employee Billing Rates 01/01/2025 - 12/31/28			
Employee Description	Trade Code	Staff Weekly Rate	Staff Hourly Rate
Senior Preconstruction Manager	PCM5	$ 5,960.00	$ 149.00
1/1/26 to 12/31/26	PCM5	$ 6,120.00	$ 153.00
1/1/27 to 12/31/27	PCM5	$ 6,320.00	$ 158.00
1/1/28 to 12/31/28	PCM5	$ 6,480.00	$ 162.00
Preconstruction Executive	PCM6	$ 6,320.00	$ 158.00
1/1/26 to 12/31/26	PCM6	$ 6,480.00	$ 162.00
1/1/27 to 12/31/27	PCM6	$ 6,680.00	$ 167.00
1/1/28 to 12/31/28	PCM6	$ 6,880.00	$ 172.00
Director of Preconstruction	PCM7	$ 7,280.00	$ 182.00
1/1/26 to 12/31/26	PCM7	$ 7,520.00	$ 188.00
1/1/27 to 12/31/27	PCM7	$ 7,720.00	$ 193.00
1/1/28 to 12/31/28	PCM7	$ 7,960.00	$ 199.00
Project Manager 1	PM1	$ 2,560.00	$ 64.00
1/1/26 to 12/31/26	PM1	$ 2,640.00	$ 66.00
1/1/27 to 12/31/27	PM1	$ 2,720.00	$ 68.00
1/1/28 to 12/31/28	PM1	$ 2,800.00	$ 70.00
Project Manager 2	PM2	$ 2,840.00	$ 71.00
1/1/26 to 12/31/26	PM2	$ 2,920.00	$ 73.00
1/1/27 to 12/31/27	PM2	$ 3,000.00	$ 75.00
1/1/28 to 12/31/28	PM2	$ 3,120.00	$ 78.00
Project Manager 3	PM3	$ 3,800.00	$ 95.00
1/1/26 to 12/31/26	PM3	$ 3,920.00	$ 98.00
1/1/27 to 12/31/27	PM3	$ 4,040.00	$ 101.00
1/1/28 to 12/31/28	PM3	$ 4,160.00	$ 104.00
Project Manager 4	PM4	$ 4,640.00	$ 116.00
1/1/26 to 12/31/26	PM4	$ 4,760.00	$ 119.00
1/1/27 to 12/31/27	PM4	$ 4,920.00	$ 123.00
1/1/28 to 12/31/28	PM4	$ 5,080.00	$ 127.00
Project Manager 5	PM5	$ 5,400.00	$ 135.00
1/1/26 to 12/31/26	PM5	$ 5,560.00	$ 139.00
1/1/27 to 12/31/27	PM5	$ 5,760.00	$ 144.00
1/1/28 to 12/31/28	PM5	$ 5,920.00	$ 148.00
Project Manager 6	PM6	$ 6,040.00	$ 151.00
1/1/26 to 12/31/26	PM6	$ 6,240.00	$ 156.00
1/1/27 to 12/31/27	PM6	$ 6,440.00	$ 161.00
1/1/28 to 12/31/28	PM6	$ 6,640.00	$ 166.00
Regional Director	RD	$ 6,880.00	$ 172.00
1/1/26 to 12/31/26	RD	$ 7,120.00	$ 178.00
1/1/27 to 12/31/27	RD	$ 7,320.00	$ 183.00
1/1/28 to 12/31/28	RD	$ 7,560.00	$ 189.00
Receptionist	REC	$ 1,720.00	$ 43.00
1/1/26 to 12/31/26	REC	$ 1,760.00	$ 44.00
1/1/27 to 12/31/27	REC	$ 1,800.00	$ 45.00
1/1/28 to 12/31/28	REC	$ 1,880.00	$ 47.00
Project Safety Assistant	SAF1	$ 2,360.00	$ 59.00
1/1/26 to 12/31/26	SAF1	$ 2,400.00	$ 60.00
1/1/27 to 12/31/27	SAF1	$ 2,480.00	$ 62.00
1/1/28 to 12/31/28	SAF1	$ 2,560.00	$ 64.00
Project Safety Coordinator	SAF2	$ 2,640.00	$ 66.00
1/1/26 to 12/31/26	SAF2	$ 2,720.00	$ 68.00
1/1/27 to 12/31/27	SAF2	$ 2,800.00	$ 70.00
1/1/28 to 12/31/28	SAF2	$ 2,880.00	$ 72.00

Salaried Employee Billing Rates 01/01/2025 - 12/31/28			
Employee Description	Trade Code	Staff Weekly Rate	Staff Hourly Rate
Sr. Project Safety Coordinator	SAF3	$ 3,080.00	$ 77.00
1/1/26 to 12/31/26	SAF3	$ 3,160.00	$ 79.00
1/1/27 to 12/31/27	SAF3	$ 3,240.00	$ 81.00
1/1/28 to 12/31/28	SAF3	$ 3,360.00	$ 84.00
Regional Safety Manager	SAF4	$ 3,520.00	$ 88.00
1/1/26 to 12/31/26	SAF4	$ 3,600.00	$ 90.00
1/1/27 to 12/31/27	SAF4	$ 3,720.00	$ 93.00
1/1/28 to 12/31/28	SAF4	$ 3,840.00	$ 96.00
Sr. Regional Safety Manager	SAF5	$ 4,040.00	$ 101.00
1/1/26 to 12/31/26	SAF5	$ 4,160.00	$ 104.00
1/1/27 to 12/31/27	SAF5	$ 4,320.00	$ 108.00
1/1/28 to 12/31/28	SAF5	$ 4,440.00	$ 111.00
Regional Safety Director	SAF6	$ 5,480.00	$ 137.00
1/1/26 to 12/31/26	SAF6	$ 5,640.00	$ 141.00
1/1/27 to 12/31/27	SAF6	$ 5,840.00	$ 146.00
1/1/28 to 12/31/28	SAF6	$ 6,000.00	$ 150.00
Superintendent 1 (Asst Supt)	SUP1	$ 2,600.00	$ 65.00
1/1/26 to 12/31/26	SUP1	$ 2,680.00	$ 67.00
1/1/27 to 12/31/27	SUP1	$ 2,720.00	$ 68.00
1/1/28 to 12/31/28	SUP1	$ 2,800.00	$ 70.00
Superintendent 2 (Project Area Supt)	SUP2	$ 3,000.00	$ 75.00
1/1/26 to 12/31/26	SUP2	$ 3,080.00	$ 77.00
1/1/27 to 12/31/27	SUP2	$ 3,160.00	$ 79.00
1/1/28 to 12/31/28	SUP2	$ 3,240.00	$ 81.00
Superintendent 3 (Supt)	SUP3	$ 3,800.00	$ 95.00
1/1/26 to 12/31/26	SUP3	$ 3,920.00	$ 98.00
1/1/27 to 12/31/27	SUP3	$ 4,040.00	$ 101.00
1/1/28 to 12/31/28	SUP3	$ 4,160.00	$ 104.00
Superintendent 4 (Sr. Supt - I)	SUP4	$ 4,880.00	$ 122.00
1/1/26 to 12/31/26	SUP4	$ 5,040.00	$ 126.00
1/1/27 to 12/31/27	SUP4	$ 5,200.00	$ 130.00
1/1/28 to 12/31/28	SUP4	$ 5,360.00	$ 134.00
Superintendent 5 (Sr. Supt - II)	SUP5	$ 5,800.00	$ 145.00
1/1/26 to 12/31/26	SUP5	$ 5,960.00	$ 149.00
1/1/27 to 12/31/27	SUP5	$ 6,160.00	$ 154.00
1/1/28 to 12/31/28	SUP5	$ 6,360.00	$ 159.00
Superintendent 6 (Gen Supt)	SUP6	$ 6,040.00	$ 151.00
1/1/26 to 12/31/26	SUP6	$ 6,240.00	$ 156.00
1/1/27 to 12/31/27	SUP6	$ 6,440.00	$ 161.00
1/1/28 to 12/31/28	SUP6	$ 6,640.00	$ 166.00
Superintendent 7 (Regional Supt)	SUP7	$ 6,920.00	$ 173.00
1/1/26 to 12/31/26	SUP7	$ 7,120.00	$ 178.00
1/1/27 to 12/31/27	SUP7	$ 7,360.00	$ 184.00
1/1/28 to 12/31/28	SUP7	$ 7,600.00	$ 190.00

EXHIBIT G

WORK PACKAGE AUTHORIZATION TEMPLATE

WORK PACKAGE AUTHORIZATION NO. __

Project: _____ **(the "Project")**

Date: _____**, 202__**

To: _____ **("Construction Manager")**

Agreement: **Standard Form of Agreement Between Owner and Construction Manager as Constructor – AIA Document A133 – 2019, dated _____, 202__ (the "Agreement")**

Capitalized terms as used herein such as "Owner", "Construction Manager", "Subcontractor", and "Project" shall each have the meanings set forth in the Agreement. Definitions set forth in Section 1.1 of the A201-2017 are hereby fully incorporated into this Work Package Authorization as if copied verbatim herein.

Pursuant to Section 3.3 of the Agreement, the following scope of Work is authorized as a Work Package in connection with the above-referenced Project:

1. Scope of Work:

(a) Construction Manager is authorized to proceed with the following scope of Work:

[Describe scope of Work]

(b) Construction Manager intends to utilize the following Subcontractors in connection with the Work Package:

Subcontractor	Scope of Work	Contract Amount

Total: **$_____**

(c) Construction Manager intends to self-perform the following scope of Work:

[Describe scope of Work]

2. Notice to Proceed:

Construction Manager is hereby given Notice to Proceed with the scope of Work described above as of the ___ day of _____, 202__.

3. Authorized Amount:

The authorized amount of this Work Package Authorization ("Authorized Amount"), subject to approved Change Orders, shall not exceed *(check one)*:

☐	A lump sum amount of $_____, which sum is inclusive of all labor, materials, equipment, fees, and profit/mark-ups.
☐	$_____, which includes (a) the Cost of the Work, plus (b) Construction Manager's Fee of [$_____/____%], plus (c) a Contingency of [$_____/____%].

The Authorized Amount shall not be exceeded without the express written authorization of Owner.

4. Allowances:

The following Allowances are included in the Authorized Amount:

(a)

(b)

(c)

5. Alternates:

The following Alternates have been accepted by Owner and are included in the Authorized Amount:

(a)

(b)

(c)

6. Unit Prices:

The Authorized Amount is based upon the following Unit Prices:

Item	Units and Limitations	Price Per Unit ($0.00)
1.		
2.		
3.		
4.		

Supporting Documentation Attached *(Check if Applicable)*:

☐ Construction Manager's Schedule of Values is attached hereto as **Attachment 1**.

☐ A breakdown of Construction Manager's General Conditions Costs is attached hereto as **Attachment 2**.

☐ Construction Manager's Labor Burden Schedule is attached hereto as **Attachment 3**.

☐ A list of Drawings and Specifications is attached hereto as **Attachment 4**.

☐ A schedule for the scope of Work authorized herein is attached hereto as **Attachment 5**.

☐ Assumptions, Clarifications, and Qualifications for the scope of Work authorized herein are attached hereto as **Attachment 6**.

☐ A list of the Construction Manager's Key Personnel is attached hereto as **Attachment 7**.

☐ A list of Construction Manager-Owned Equipment Rental Rates is attached hereto as **Attachment 8**.

☐ Construction Manager's Quality Control Plan for the scope of Work authorized herein is attached hereto as **Attachment 9**.

☐ Construction Manager's Performance and Payment Bonds for the Work covered under this Work Package Authorization.

In accordance with the requirements of *Tex. Gov't. Code § 2269.258 and § 2253.001 et seq*. and **Exhibit B to the Agreement, the performance and payment bonds must be in penal sums equal to 100% of the Work Package authorized and in the form required by Owner, attached as **Attachment 10**.

☐ Certificates of Insurance (Subcontractors):

(No Work shall be performed unless and until Construction Manager has verification that the Subcontractors performing Work under this Work Package Authorization have provided the insurance coverages with the designated policy limits required under **Exhibit B** to the Agreement. Construction Manager shall send evidence of Subcontractors' insurance coverage to Owner.)

The Authorized Amount of this Work Package Authorization will be included in the Final Guaranteed Maximum Price as set forth in Section 3.3 of the Agreement. Any fee included in this Work Package Authorization shall be deducted from the Work Package Authorization if, upon determination of the Final Guaranteed Maximum Price, the Work under the Work Package Authorization is incomplete. Fee shall be included in the Final Guaranteed Maximum Price only once. All terms and conditions of the Agreement shall continue in full force and effect and shall apply to the scope of Work to be performed under this Work Package Authorization.

OWNER:

TARRANT COUNTY HOSPITAL DISTRICT D/B/A JPS HEALTH NETWORK

By: _____
Name: _____
Title: _____

CONSTRUCTION MANAGER:

HC BECK, LTD.

By: _____
Name: _____
Title: _____

EXHIBIT H

GENERAL CONDITIONS COST TEMPLATE

General Conditions Cost Categories	Amount
On-Site Project Management Staff:	
Project Executive/Director	
Sr. Project Manager(s)	
Project Manager(s)	
Project Support Staff:	
Accountant(s)	
Estimator(s)	
Expeditor(s)	
Loss Prevention Coordinator(s)	
Quality Control Engineer(s)/Coordinator(s)	
Scheduler(s)	
Diversity Program Manager/Coordinator	
Superintendent(s)	
Assistant Superintendent(s)	
Safety Manager/Coordinator/Assistant(s)	
Bonds and Insurance:	
Builder's Risk Insurance	
General Liability Insurance (unless OCIP)	
Payment and Performance Bonds	
Other Project Insurance as Required by the Agreement	
Temporary Project Utilities:	
Dumpsters	
Fencing and Covered Walkways	
Monthly Telephone/Internet Service	
Project Electricity	
Project Entrance(s)	
Project Water	
Site Erosion Control (BMP)	
Street Rental and Barricades	
Temporary Toilets	
Telephone/Internet System Installation	
Temporary Fire Protection	

Trash Removal/Cleanup	
Temp Water Distribution and Meters Temp	
Electrical Distribution and Meters	
Field Offices and Office Supplies:	
AGC Fees	
Drinking Water and Accessories	
Employee Identification System	
First Aid Supplies	
Job Photos/Videos	
Mobilization and Demobilization (Equipment Only)	
Monthly Office Supplies	
Monthly Office Trailer Rental Costs	
Move-In/Out and Office Setup	
Office Clean-Up/Janitorial Services	
Project Specific Signage	
Postage/Special Shipping	
Project/As-Built Drawings	
Partnering Costs*	
Project Reference Manuals	
Project Milestone Event(s)*	
Security System/Watchman	
Radios	
Remote Parking Expenses*	
Reproduction Services	
Safety Material and Equipment	
Storage Trailers	
Copier Rental	
Mobile Phones	

*Construction Manager shall submit specific justification and all estimated costs to Owner for approval prior to incurring any such costs.

Items that the Construction Manager intends to keep after the completion of the Project shall not be included in the General Conditions. Examples include, but are not limited to, company computers, laptops, projectors, IPads, printers, and furniture.

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 22
Department: Administrator	**Prepared By:** Lani Taylor	**Approved By:** Daphne Walker

SUBJECT:

Consideration of the Initial Guaranteed Maximum Price Amendment between Tarrant County Hospital District, d/b/a JPS Health Network and J.E. Dunn-Source, a Joint Venture for the Medical Outpatient Building Project

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve the Initial Guaranteed Maximum Price (IGMP) Amendment between Tarrant County Hospital District, d/b/a JPS Health Network (TCHD) and J.E. Dunn-Source, a Joint Venture for the Medical Outpatient Building Project.

BACKGROUND

TCHD is constructing a Medical Outpatient Building (MOB) as part of the JPS Master Facilities Plan. This Amendment provides for an IGMP for labor, material, supervision, and planning for site preparation, abatement, and foundations, as well as major equipment for the MOB. This Amendment involves construction in an amount exceeding $500,000.00 which requires Commissioners Court approval.

TCHD's Board of Managers approved the attached IGMP Amendment at its August 28, 2025, Board of Managers meeting. TCHD Counsel reviewed the Amendment and approved it as to form.

FISCAL IMPACT

Funding in the amount of $40,738,127.00 is available in TCHD's approved Master Facilities Plan budget.

Attachments

09-16 JE DUNN - MOB IGMP AMENDMENT.pdf

INITIAL GUARANTEED MAXIMUM PRICE AMENDMENT # 1 – MOBILIZATION/EARTHWORK/PRECONSTRUCTION PHASE

This **INITIAL GUARANTEED MAXIMUM PRICE AMENDMENT #1** ("Amendment") is executed on the [_____] day of [_____], 2025 (the "Effective Date") between **TARRANT COUNTY HOSPITAL DISTRICT D/B/A JPS HEALTH NETWORK** ("Owner") and **J.E. DUNN CONSTRUCTION COMPANY** ("Construction Manager") pursuant to that certain Standard Form of Agreement Between Owner and Construction Manager, AIA Document A133-2019 dated **October 8, 2024** (the "Agreement"), for the construction of the **JPS MEDICAL OFFICE BUILDING** project to be located at 1575 S. Main Street in Fort Worth, Texas 76104 (the "Project"). Pursuant to Section 3.2.1 of the Agreement, this Amendment is intended to establish the Initial Guaranteed Maximum Price for the Mobilization/Earthwork/Preconstruction Phase of the Project.

WHEREAS, the Agreement provides that the parties will establish an Initial Guaranteed Maximum Price ("IGMP") for each Phase of the Project through an IGMP Amendment; and

WHEREAS, Owner and Construction Manager now desire to amend the Agreement for the purpose of establishing the IGMP for the Mobilization/Earthwork/Preconstruction Phase of the Project, and all supporting exhibits related thereto.

NOW THEREFORE, in consideration of the covenants and conditions contained herein, and other good and valuable consideration, Owner and Construction Manager hereby agree to amend the Agreement as follows:

1. All capitalized, undefined terms shall have the meaning set forth in the Agreement.

2. The IGMP for the Mobilization/Earthwork/Preconstruction Phase of the Project shall be **Forty Million, Seven Hundred Thirty-Eight Thousand, One Hundred Twenty-Seven and No/100 Dollars ($40,738,127.00)**. The IGMP Breakdown is set forth in **Attachment 1** hereto.

3. The list of Accepted Alternates, if any, included in the IGMP is set forth in **Attachment 2** hereto.

4. The list of Unit Prices, if any, included in the IGMP is set forth in **Attachment 3** hereto.

5. The list of Construction Manager's assumptions, clarifications, and qualifications for the IGMP is set forth in **Attachment 4** hereto.

6. Construction Manager's General Conditions Costs Breakdown for the IGMP is set forth in **Attachment 5** hereto. Construction Manager's stipulated Personnel Rates are set forth in **Attachment 5.1** hereto.

7. Allowances included in the IGMP are set forth in **Attachment 6** hereto.

8. Construction Manager's updated Project Schedule is set forth in **Attachment 7** hereto.

9. Construction Manager's List of Key Personnel is set forth in **Attachment 8** hereto.

10. The list of Drawings and Specifications on which the IGMP is based is set forth in **Attachment 9** hereto.

11. Construction Manager-Owned Equipment Rental Rates are set forth in **Attachment 10** hereto.

12. If applicable, Construction Manager's Quality Control Plan is set forth in **Attachment 11** hereto.

13. The Construction Manager's Site Logistics are set forth in **Attachment 12** hereto.

14. Entire Amendment: This Amendment supersedes all prior negotiations, representations or agreements, either written or oral, related to the IGMP for the Mobilization/Earthwork/Preconstruction Phase and/or determination of such IGMP value as of the date hereof between the parties.

15. Except as specifically modified by this Amendment, all terms of the Agreement remain in full force and effect.

This Amendment is entered into as of the day and year first written above.

Owner:	**Construction Manager:**
TARRANT COUNTY HOSPITAL DISTRICT D/B/A JPS HEALTH NETWORK	**J.E. DUNN CONSTRUCTION COMPANY**
_____	_____
By:_____	**By:** _____
Its: _____	**Its:**_____

Attachment 1 – IGMP Breakdown

Date 8/12/2025 10:42 AM *ERP01* Page 1

JPS Health MOB
Dallas, Texas
July 25, 2025

Item	Description	Unit	Quantity	Unit Price	Cost
01 00 00	General Conditions	LS	1	2,076,342	2,076,342
01 00 00	General Requirements	LS	1	499,060	499,060
01 00 00	Crane Foundations	LS	1	150,000	150,000
01 00 00	Manhoist Foundations	LS	1	75,000	75,000
01 00 00	Sidewalk Rental	LS	1	95,000	95,000
03 32 00	Concrete Structure Foundations	LS	1	11,086,949	11,086,949
07 25 00	Waterproofing Crawlspace Foundation Walls	SF	1	296,344	296,344
07 46 00	Prefabrication Walls Design Assist	LS	1	40,000	40,000
14 00 00	Elevator Equipment	LS	1	7,247,775	7,247,775
22 00 00	Plumbing Underslab	LS	1	1,053,360	1,053,360
23 00 00	Mechical Design Assist	LS	1	365,750	365,750
26 00 00	Electrical Design Assist	LS	1	365,750	365,750
26 00 00	Electrical Underslab	LS	1	182,875	182,875
26 00 00	Temp Site Electric	LS	1	45,000	45,000
31 20 00	Earthwork	LS	1	2,012,232	2,012,232
31 20 00	Termite Control	LS	1	5,000	5,000
31 20 00	Hazardous Soil Removal Contingency	SF	56,601	6.12	346,398
31 50 00	Retention	LS	1	548,000	548,000
33 00 00	Utilities	LS	1	2,169,946	2,169,946
33 00 00	ROW PC Permit	LS	1	125,000	125,000
33 00 00	Site Investigation - Utility Potholing	LS	1	50,000	50,000
	Subtotal				28,835,781
	Building Permit	0.00%			0
	Bonds and Insurance	3.42%			1,393,244
	Builders Risk Insurance	0.70%			285,167
	JED Design and Estimate Contingency	6.00%			1,830,852
	JED Construction Contingency	4.00%			1,293,802
	JED Escalation Contingency	5.00%			1,681,942
	Owner Contingency	6.00%			2,119,247
	JED Tariff Contingency	7.00%			2,246,402
	Fee	2.65%			1,051,691
	Total				**$40,738,127**

Attachment 2 – Accepted Alternates

(Not Used)

Attachment 3 – Unit Prices

(Not Used)

Attachment 4 – Assumptions, Clarifications, and Qualifications

General:

1. This IGMP, while it utilizes the drawings listed in the Documents Exhibit, provides for a limited scope and not the full scope represented on those drawings. This IGMP includes Project mobilization, foundations, crawl space, foundation walls, elevator equipment, Mechanical and Electrical under slab scope, site demolition, excavation, shoring and wet utilities.
    a. Civil drawings provided with this ERP01 package indicated site concrete and landscaping scope that is not included in this IGMP and will be a part of a later bid package.
    b. The Structural narrative provided with this ERP01 includes information for the entire building structure. Construction Manager has only included information related to the foundations within this IGMP. The rest of the structure will be a part of a later bid package
2. Construction Manager has provided a breakdown of scope cost within this IGMP for reference but each IGMP line item shall not be considered individual IGMPs.
3. This IGMP is limited to covering General Conditions costs commencing September 1, 2025, mobilization for construction on December 1, 2025 and General Conditions ending February 28, 2026, as well as the scope defined herein, including General Conditions and the Schedule.
4. This IGMP is based on Hoefer Welker's ERP01 Design Package dated 6/27/2025, reference attached documents list.
5. Construction start is subject to approval of all applicable permits from all authorities having jurisdiction so that construction can commence and proceed without interruption. Construction Manager has assumed Owner has applied for City of Fort Worth permits, except the Shoring permits which will be the responsibility of Construction Manager.
6. This IGMP includes a 4% Construction Contingency and 6% Design Contingency.
7. Construction Manager has included Builder Risk insurance at a rate of 0.70% of total cost.
8. Construction Manager has included its combined insurance and bond cost at a rate of 3.42% of total cost. Construction Manager
9. The project is assumed to be free of any ground or below ground hazardous materials and/or hazardous conditions, as well as an environmental and/ or endangered species, flora, fauna or wetlands requiring mitigation. Construction Manager has included an Owner allowance of $346,398 should any hazardous materials be encountered.
10. The IGMP does not include any sales taxes on incorporated materials. Owner to provide Texas Sales and Use Tax Exemption Certificate.
11. This IGMP is based on the Owner providing clear access to the site during construction operations.
12. Construction Manager has included fencing the perimeter of the site necessary for the construction of the Project including the Magnolia and Main Street Sidewalks.
13. This IGMP includes sidewalk rental per the City website at a rate of $.05 per sf/day.
14. The IGMP includes 5 Month's rent of the existing Beck retail space at a monthly rate of $7,800. Additionally, it includes the delivery, setting and 5 month's rental of 2 trailers on the retail parking lot.

The Following Items are not included:

1. Insurance for Owner supplied items during construction.

2. 3rd Party Testing and inspections.
3. Soil stabilization.
4. Rock Excavation.
5. Owner and/or Architect office trailers, equipment and supplies.
6. Architect, engineer, or consultant's design fees or reimbursable expenses.
7. Removal of unforeseen structures or obstructions.
8. State, County, and Local Sales or use taxes.
9. Impact fees or utility company charges for system extensions.
10. Any type of City of Fort Worth, AHJ and Franchise Utility fees and or inspections.
11. Design Fees.
12. Any Commissioning Agent cost, fees, factory acceptance testing, and expenses.
13. The following 3rd Party Testing & Inspections for City of Fort Worth or AHJ:
    a. Building Commissioning
    b. Indoor Air Quality Testing
    c. Building Pressurization
14. LEED documentation, requirements, or fees.
15. Site security personnel, badging of employees, gate guard and video surveillance.
16. Any abatement or Mitigation of any existing hazardous materials, unless stated otherwise.
17. Weekend or night work.
18. Any seismic requirements and additional support structures.
19. Any work associated with the adjacent garage.
20. Exterior Skin Laboratory testing
21. BIM as-builts.
22. Weather day allowance is calculated on NOAA 5-year from start through building enclosure only.
23. Background check and E-verify documentation will be approved based upon Subcontractor letterhead approval and JE Dunn will not have to verify employees individually.
24. Any cost for demobilization or termination should the Project not continue beyond this scope.

Scope Specific Clarifications

Sitework / Utilities

1. Construction Manager has included all water, sanitary and storm utility scope (new and demo) as shown on the utility drawings.
2. Piping material was not identified on the utility drawings, see below for the IGMP assumptions:
    a. All storm lines included as N-12 HDPE.
    b. All sanitary lines included as SDR26 PVC.
    c. All 1” water lines are included as SCH40 PVC, all 6” and 8” are included as DR14 PVC.
    d. 6” heel proof trench drain included as K200 Basic
    e. 12” heavy duty trench drain included as K300 basic.
3. Construction Manager has assumed max installation depths of 6’ for water, 10’ for sanitary and 8’ for storm.
4. Construction Manager has not included Electrical Duct bank and feeder wire from transformers located near Northwest corner of MOB and into building.
5. Construction Manager has not included Conduit and fiber from the Owner’s fiber loop encompassing the MOB to IDF room.

6. Construction Manager has not included additional conduits for a low voltage Franchise utilities.
7. Earthwork includes site demolition as shown and excavation to approximately elevation 640 to create a crawl space for the 1st floor slab at 647.20. Construction Manager has included a concrete mud slab for the crawl space under the 1st floor.
8. Construction Manager has included soil nail Shoring for the east and west building facades. All shoring is based on Beck's document C1.09 and Keller drawings titled 25.04.10 JPS garage Ramp Wall.
9. Construction Manager has included all excavations necessary to complete shoring that would be required to excavate down to elevation 639'- 4.24".
10. Construction Manager has included 6" of gravel under the mudslab within footprint of the building.
11. Construction Manager has included all tree removal and sidewalk removal. Construction Manager has not included sidewalk replacement as it understands that it is by City of Fort Worth.

Structure

1. Construction Manager has included the concrete piers and foundations only. No other concrete work is included.
2. Construction Manager has included a $500,000 contingency for the battered piers at this time. Additional constructability meetings are required to solidify this scope with the trade partner market.

Architectural

1. Prefabricated exterior panel costs are limited to only the Design Assist personnel time required in Preconstruction.

Elevators

1. Construction Manager has included (6) passenger elevators at 4,000 LB capacity, 350 FPM speed and (2) Service elevators at 5,000 LB capacity, 350 FPM speed.

Plumbing

1. Construction Manager has included subsoil drain piping where necessary for site drainage but no ejector pits.
2. Construction Manager has included cost for under slab plumbing scope as represented in the 75% SD drawings date 06.27.25.

HVAC

1. HVAC costs are limited to only the Design Assist personnel time required in Preconstruction.

Electrical

1. Construction Manager has included Electrical cost for the Design Assist personnel time required in Preconstruction.
2. Construction Manager has included cost for under slab plumbing scope as represented in the 75% SD drawings date 06.27.25.

Attachment 5 – General Conditions Costs Breakdown

GENERAL CONDITIONS	TOTAL
Field Supervision	765,765
Project Management	782,656
Sr Proj Coordinator	70,720
Billings/Purchasing/PM Allocation	29,012
Scheduling	35,942
VDC	17,056
Eng Service	9,949
Quality	15,554
Safety	60,554
Drawing Reproduction	5,798
Internal Copies on Copiers	116
Travel	12,480
Postage (Site)	964
Water / Coffee / Working Meals	7,248
Dunn Dashboard/Elec Documents	34,800
Trailer and Office Rental	70,307
Trailer Office Furn. & Misc Equip.	23,692
Deck/Porch	5,964
Temp Toilet - Holding Tank	2,313
Telecopier Rental Setup	600
Telecopier Rental/Service	1,639
Paper & Expend. Supplies	334
Project Signs at Gates	6,046
JE Dunn Sign 3x5	336
JE Dunn Polymetal Sign 4x8	1,272
Safety Signs	1,632
Router/Firewall	829
Switch, 8-port	393
Wireless AP	706
Video Conferencing	12,800
TV	7,279
TV Mounting Brackets	637
Internet Services	1,349
Internet Service & Hookup	5,000
Pickup Truck, Rent	58,933
Pickup Truck, Fuel	24,667
Contractor's License	1,000
	2,076,342

DESCRIPTION	Included In Fee	Included in Gen. Conditions	Included in GRs/Cost of Work	Excluded or By Owner
Home Office / Corporate Expenses				
1. Officers' Salaries and Benefits (Associated with Project)		X		
2. Officers' Automobile and Travel (Associated with Project)		X		
3. Executive Assistants	X			
4. Human Resources	X			
5. Information Technology - Home Office	X			
6. Home Office Equipment	X			
7. Home Office Rent and Utilities	X			
8. Interest on Borrowed Capital	X			
9. Profit	X			
10. Training (Associated with Project)		X		
11. Search Fees	X			
12. Relocation Costs & Traveler Per Diem per Company Policy		X		
Project Personnel				
1. Project Executive		X		
2. Project Manager		X		
3. Assistant Project Manager		X		
4. Project Engineer		X		
5. General Superintendent		X		
6. Superintendent		X		
7. Assistant Superintendent		X		
8. Preconstruction Manager		X		
9. MEP Coordinator		X		
10. Scheduler		X		
11. BIM Coordinator		X		
12. Information Technology Technician		X		
13. Project Administrator		X		
14. Project Cost Accountant		X		
15. Estimator		X		
16. Safety		X		
17. Safety Director		X		
18. Quality Control Personnel		X		
19. DEI / Community Outreach Services			X	
20. Historical Consultant & Code Review (If required)				X
Project Expenses				
1. Office Trailer / Rent Office Space		X		
2. Owner Office Trailer (If required)				X
3. Storage Trailers			X	
4. Temp Roads/Staging Area			X	
5. Sanitary Facilities			X	
6. Field Office Electric & Water - Consumption			X	
7. Field Office Electric - Installation			X	
8. Temp Lighting Installation and Maintenance			X	
9. Electric Usage for Trades			X	
10. Temp Telephones		X		
11. Mobile Phones		X		
12. Field 2 Way Radios			X	
13. Office Supplies & Technology		X		
14. Office Equipment		X		
15. Office Coffee, Water, Working Meals		X		
16. Blueprints/Copies for Contractor		X		

17. Record Documents/Warranty Manual		X		
18. Postage/Overnight		X		
19. First Aid Station/Safety Supplies / AED			X	
20. Project Related Travel Policy - lodging, meals, etc.		X		
21. Project Related Parking & Shuttles				X
22. Webcam / Project Photos (3rd Party)			X	
23. Property Survey			X	
24. Initial Baseline and Benchmark			X	
25. Survey & Layout and Field Engineers			X	
26. Protection of Finished Work			X	
27. Misc. Tools, Consumables & Equipment			X	
28. Site Perimeter Fencing			X	
29. Directional, Temp Signage and Traffic Control			X	
30. Project Safety Signs		X		
31. Erosion Control / SWPPP			X	
32. Building Permit Fees (Allowance)			X	
33. Builders Risk Insurance (Premiums and Deductibles)			X	
34. Professional Liability Insurance (If required)			X	
35. Insurance			X	
36. Workers Compensation Insurance		X	X	
37. Contractor Performance & Payment Bond			X	
38. Legal Cost			X	
39. Street Cleaning			X	
40. Dust Control			X	
41. Dumpsters/Rubbish Removal/Recycling			X	
42. Trash Chute / Platforms			X	
43. Temp and Final Cleaning			X	
44. Street Closure / Sidewalk Rentals			X	
45. Sidewalk and Overhead Protection			X	
46. Safety Supplies and Interim Life Safety Measures			X	
47. General Fall Protection			X	
48. Barricades			X	
49. Temporary Enclosures			X	
50. Winter Conditions/Snow & Ice Removal			X	
51. Temporary Heater Rental & Fuel			X	
52. Staging			X	
53. Hoisting			X	
54. Temporary Elevator			X	
55. Mock Ups			X	
56. Trade Labor			X	
57. Purchased Project Materials			X	
58. Subcontracts & 3rd Party Agreements			X	
59. Commissioning				X
60. Commissioning Assistance			X	
61. Material Testing & Inspection / City Fees / Impact Fees				X

Attachment 5.1 – Personnel Rates

Docusign Envelope ID: 7C425E2F-80F8-4368-A70F-DA1DF2C21AED

EXHIBIT F

Cameron J Geertsema, PE CEM Digitally signed by Cameron J Geertsema, PE CEM DN: C=US, E=cgeertsema@broaddussuse.com, O=Broaddus Levis, OU=JPS Bond Program, CN="Cameron J Geertsema, PE CEM" Date: 2024.05.10 09:34:42-05'00'

CONTRACTOR'S PERSONNEL RATES *

Effective 04/01/2024

Senior Vice President / Group Manager 3	$	290.00	/ HR	**
Project Executive / VP (Group Manager 2)	$	259.00	/ HR	**
Project Executive / VP (Group Manager 1)	$	218.00	/ HR	**
Project Director	$	201.00	/ HR	**
Senior Project Manager	$	166.00	/ HR	**
Project Manager 2	$	136.00	/ HR	**
Project Manager 1	$	115.00	/ HR	**
Senior Project Engineer	$	94.00	/ HR	**
Project Engineer 2 / Field Engineer 2	$	84.00	/ HR	**
Project Engineer 1 / Field Engineer 1	$	76.00	/ HR	**
General Superintendent	$	234.00	/ HR	***
Senior Superintendent	$	170.00	/ HR	***
Superintendent 3	$	144.00	/ HR	***
Superintendent 2	$	125.00	/ HR	***
Superintendent 1 / Assistant Superintendent	$	100.00	/ HR	
Administrative Assistant / Executive Assistant	$	94.00	/ HR	
Senior Project Coordinator	$	80.00	/ HR	
Project Coordinator	$	68.00	/ HR	
Estimating Director	$	220.00	/ HR	
Senior Estimating Manager	$	168.00	/ HR	
Estimating Manager	$	122.00	/ HR	
Estimating Engineer	$	90.00	/ HR	
Senior MEP Coordinator	$	140.00	/ HR	
MEP Coordinator	$	75.00	/ HR	
Safety Personnel	$	137.00	/ HR	
Quality Assurance Personnel	$	137.00	/ HR	
Virtual Design & Construction (VDC) Personnel	$	120.00	/ HR	
Scheduler	$	128.00	/ HR	
Lean Specialist	$	131.00	/ HR	

Trade labor personnel subject to overtime will be billed at their actual wage rate plus 41.60% for labor burden. Labor burden will be increased 4% January 1 of each calendar year starting January 1, 2026.

* All personnel rates will be increased 4% January 1 of each calendar year starting January 1, 2026.

** An additional $5.36/hr will be charged for payroll, purchasing, billings and accounts payable direct project support services. This rate will be increased 4% January 1 of each calendar year starting January 1, 2026.

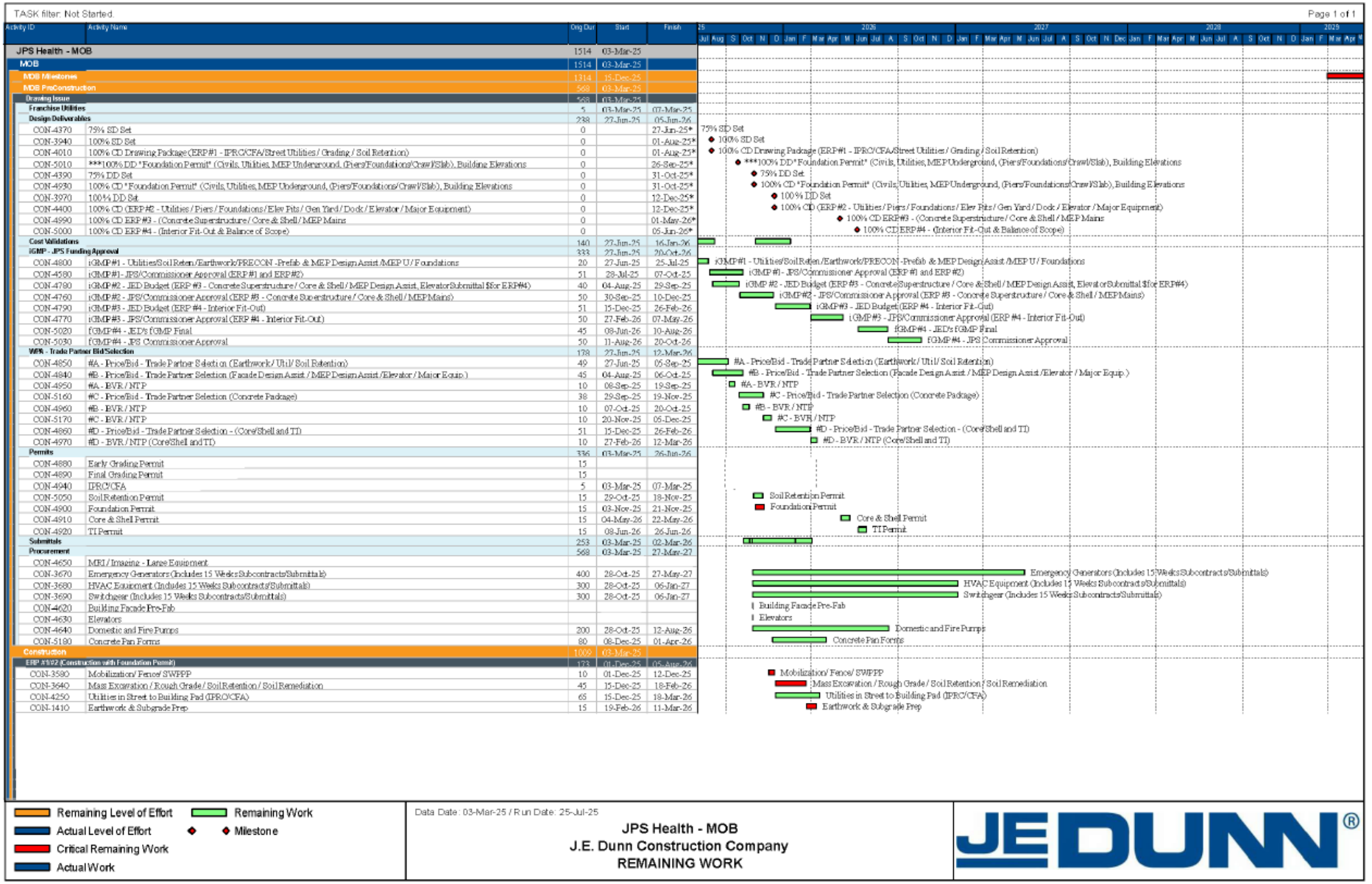
*** An additional $9.67/hr will be charged for JE Dunn owned truck rental (if assigned to the employee). Actual fuel costs are not included in the hourly rental rate and will be billed as incurred. This rate will be increased 4% January 1 of each calendar year starting January 1, 2026.

Attachment 6 – Allowances

As Noted	Description	Allowance
General - 10	Mitigation of any ground or below ground hazardous materials and/or hazardous conditions, as well as an environmental and/ or endangered species, flora, fauna or wetlands	$ 346,398.00
Structure - 2	Battered Piers	$ 500,000.00

Attachment 7 – Project Schedule

(Attached)


TASK filter: Not Started.
Page 1 of 1
Activity ID
Activity Name
Orig Dur
Start
Finish
JPS Health - MOB 1514 03-Mar-25
MOB 1514 03-Mar-25
MOB Milestones 1314 15-Dec-25
MOB PreConstruction 568 03-Mar-25
Drawing Issue 568 03-Mar-25
Franchise Utilities 5 03-Mar-25 07-Mar-25
Design Deliverables 238 27-Jun-25 05-Jun-26
CON-4370 75% SD Set 0 27-Jun-25*
CON-3940 100% SD Set 0 01-Aug-25*
CON-4010 100% CD Drawing Package (ERP #1 - IPRC/CFA/Street Utilities / Grading / Soil Retention) 0 01-Aug-25*
CON-5010 ***100% DD "Foundation Permit" (Civils, Utilities, MEP Underground, (Piers/Foundations/Crawl/Slab), Building Elevations 0 26-Sep-25*
CON-4390 75% DD Set 0 31-Oct-25*
CON-4930 100% CD "Foundation Permit" (Civils, Utilities, MEP Underground, (Piers/Foundations/Crawl/Slab), Building Elevations 0 31-Oct-25*
CON-3970 100% DD Set 0 12-Dec-25*
CON-4400 100% CD (ERP #2 - Utilities / Piers / Foundations / Elev Pits / Gen Yard / Dock / Elevator / Major Equipment) 0 12-Dec-25*
CON-4990 100% CD ERP #3 - (Concrete Superstructure / Core & Shell / MEP Mains 0 01-May-26*
CON-5000 100% CD ERP #4 - (Interior Fit-Out & Balance of Scope) 0 05-Jun-26*
Cost Validations 140 27-Jun-25 16-Jan-26
fGMP - JPS Funding Approval 333 27-Jun-25 20-Oct-26
CON-4800 iGMP #1 - Utilities/Soil Reten/Earthwork/PRECON -Prefab & MEP Design Assist /MEP U / Foundations 20 27-Jun-25 25-Jul-25
CON-4580 iGMP #1 - JPS/Commissioner Approval (ERP #1 and ERP #2) 51 28-Jul-25 07-Oct-25
CON-4780 iGMP #2 - JED Budget (ERP #3 - Concrete Superstructure / Core & Shell / MEP Design Assist, Elevator Submittal $for ERP#4) 40 04-Aug-25 29-Sep-25
CON-4760 iGMP #2 - JPS/Commissioner Approval (ERP #3 - Concrete Superstructure / Core & Shell / MEP Mains) 50 30-Sep-25 10-Dec-25
CON-4790 iGMP #3 - JED Budget (ERP #4 - Interior Fit-Out) 51 15-Dec-25 26-Feb-26
CON-4770 iGMP #3 - JPS/Commissioner Approval (ERP #4 - Interior Fit-Out) 50 27-Feb-26 07-May-26
CON-5020 fGMP #4 - JED's fGMP Final 45 08-Jun-26 10-Aug-26
CON-5030 fGMP #4 - JPS Commissioner Approval 50 11-Aug-26 20-Oct-26
WFK - Trade Partner Bid/Selection 178 27-Jun-25 12-Mar-26
CON-4850 #A - Price/Bid - Trade Partner Selection (Earthwork / Util / Soil Retention) 49 27-Jun-25 05-Sep-25
CON-4840 #B - Price/Bid - Trade Partner Selection (Facade Design Assist / MEP Design Assist /Elevator / Major Equip.) 45 04-Aug-25 06-Oct-25
CON-4950 #A - BVR / NTP 10 08-Sep-25 19-Sep-25
CON-5160 #C - Price/Bid - Trade Partner Selection (Concrete Package) 38 29-Sep-25 19-Nov-25
CON-4960 #B - BVR / NTP 10 07-Oct-25 20-Oct-25
CON-5170 #C - BVR / NTP 10 20-Nov-25 05-Dec-25
CON-4860 #D - Price/Bid - Trade Partner Selection - (Core/Shell and TI) 51 15-Dec-25 26-Feb-26
CON-4970 #D - BVR / NTP (Core/Shell and TI) 10 27-Feb-26 12-Mar-26
Permits 336 03-Mar-25 26-Jun-26
CON-4880 Early Grading Permit 15
CON-4890 Final Grading Permit 15
CON-4940 IPRC/CFA 5 03-Mar-25 07-Mar-25
CON-5050 Soil Retention Permit 15 29-Oct-25 18-Nov-25
CON-4900 Foundation Permit 15 03-Nov-25 21-Nov-25
CON-4910 Core & Shell Permit 15 04-May-26 22-May-26
CON-4920 TI Permit 15 08-Jun-26 26-Jun-26
Submittals 253 03-Mar-25 02-Mar-26
Procurement 568 03-Mar-25 27-Mar-27
CON-4650 MRI / Imaging - Large Equipment
CON-3670 Emergency Generators (Includes 15 Weeks Subcontracts/Submittals) 400 28-Oct-25 27-May-27
CON-3680 HVAC Equipment (Includes 15 Weeks Subcontracts/Submittals) 300 28-Oct-25 06-Jan-27
CON-3690 Switchgear (Includes 15 Weeks Subcontracts/Submittals) 300 28-Oct-25 06-Jan-27
CON-4620 Building Facade Pre-Fab
CON-4630 Elevators
CON-4640 Domestic and Fire Pumps 200 28-Oct-25 12-Aug-26
CON-5180 Concrete Pan Forms 80 08-Dec-25 01-Apr-26
Construction 1009 03-Mar-25
ERP #1&2 (Construction with Foundation Permit) 173 01-Dec-25 05-Aug-26
CON-3580 Mobilization/ Fence/ SWPPP 10 01-Dec-25 12-Dec-25
CON-3640 Mass Excavation / Rough Grade / Soil Retention / Soil Remediation 45 15-Dec-25 18-Feb-26
CON-4250 Utilities in Street to Building Pad (IPRC/CFA) 65 15-Dec-25 18-Mar-26
CON-1410 Earthwork & Subgrade Prep 15 19-Feb-26 11-Mar-26
2025
2026
2027
2028
2029
Jul Aug S Oct N D Jan F Mar Apr M Jun Jul A S Oct N D Jan F Mar Apr M Jun Jul A S Oct N D Jan F Mar Apr M Jun Jul A S Oct N D Jan F Mar Apr M
75% SD Set
100% SD Set
100% CD Drawing Package (ERP #1 - IPRC/CFA/Street Utilities / Grading / Soil Retention)
***100% DD "Foundation Permit" (Civils, Utilities, MEP Underground, (Piers/Foundations/Crawl/Slab), Building Elevations
75% DD Set
100% CD "Foundation Permit" (Civils, Utilities, MEP Underground, (Piers/Foundations/Crawl/Slab), Building Elevations
100% DD Set
100% CD (ERP #2 - Utilities / Piers / Foundations / Elev Pits / Gen Yard / Dock / Elevator / Major Equipment)
100% CD ERP #3 - (Concrete Superstructure / Core & Shell / MEP Mains
100% CD ERP #4 - (Interior Fit-Out & Balance of Scope)
iGMP #1 - Utilities/Soil Reten/Earthwork/PRECON -Prefab & MEP Design Assist /MEP U / Foundations
iGMP #1 - JPS/Commissioner Approval (ERP #1 and ERP #2)
iGMP #2 - JED Budget (ERP #3 - Concrete Superstructure / Core & Shell / MEP Design Assist, Elevator Submittal $for ERP#4)
iGMP #2 - JPS/Commissioner Approval (ERP #3 - Concrete Superstructure / Core & Shell / MEP Mains)
iGMP #3 - JED Budget (ERP #4 - Interior Fit-Out)
iGMP #3 - JPS/Commissioner Approval (ERP #4 - Interior Fit-Out)
fGMP #4 - JED's fGMP Final
fGMP #4 - JPS Commissioner Approval
#A - Price/Bid - Trade Partner Selection (Earthwork / Util / Soil Retention)
#B - Price/Bid - Trade Partner Selection (Facade Design Assist / MEP Design Assist /Elevator / Major Equip.)
#A - BVR / NTP
#C - Price/Bid - Trade Partner Selection (Concrete Package)
#B - BVR / NTP
#C - BVR / NTP
#D - Price/Bid - Trade Partner Selection - (Core/Shell and TI)
#D - BVR / NTP (Core/Shell and TI)
Soil Retention Permit
Foundation Permit
Core & Shell Permit
TI Permit
Emergency Generators (Includes 15 Weeks Subcontracts/Submittals)
HVAC Equipment (Includes 15 Weeks Subcontracts/Submittals)
Switchgear (Includes 15 Weeks Subcontracts/Submittals)
Building Facade Pre-Fab
Elevators
Domestic and Fire Pumps
Concrete Pan Forms
Mobilization/ Fence/ SWPPP
Mass Excavation / Rough Grade / Soil Retention / Soil Remediation
Utilities in Street to Building Pad (IPRC/CFA)
Earthwork & Subgrade Prep
Remaining Level of Effort
Actual Level of Effort
Critical Remaining Work
Actual Work
Remaining Work
Milestone
Data Date: 03-Mar-25 / Run Date: 25-Jul-25
JPS Health - MOB
J.E. Dunn Construction Company
REMAINING WORK
JE DUNN®

Attachment 8 – List of Key Personnel

TEAM MEMBER	ROLE	EMAIL	PHONE
Matt Robben	Project Executive	matt.robben@jedunn.com	214-205-4580
Chuck Sloma	Sr. Precon Manager	chuck.sloma@jedunn.com	214-551-2039
Patrick Caskey	Preconstruction Manager	patrickcaskey@jedunn.com	317-306-6390
Angela Hart	Project Coordinator	angela.hart@jedunn.com	254-500-4200

Attachment 9 – List of Drawings and Specifications

Number	Description	Issue Date
C1.0	GENERAL NOTES	6/27/2025
C2.0	DEMOLITION PLAN	6/27/2025
C3.0	SITE PLAN	6/27/2025
C4.0	PAVING PLAN	6/27/2025
C5.0	GRADING PLAN	6/27/2025
C6.0	UTILITY PLAN	6/27/2025
C7.0	STORM DRAIN PLAN	6/27/2025
C8.0	DRY UTILITY PLAN	6/27/2025
C9.0	EROSION CONTROL PLAN	6/27/2025
C10.0	CONSTRUCTION DETAILS	6/27/2025
C10.1	CONSTRUCTION DETAILS	6/27/2025
02-JPSMOBERP01StructNarrative	STRUCTURAL ENGINEERING BASIS OF DESIGN NARRATIVE	2/28/2025

Attachment 10 – Construction Manager-Owned Equipment Rental Rates

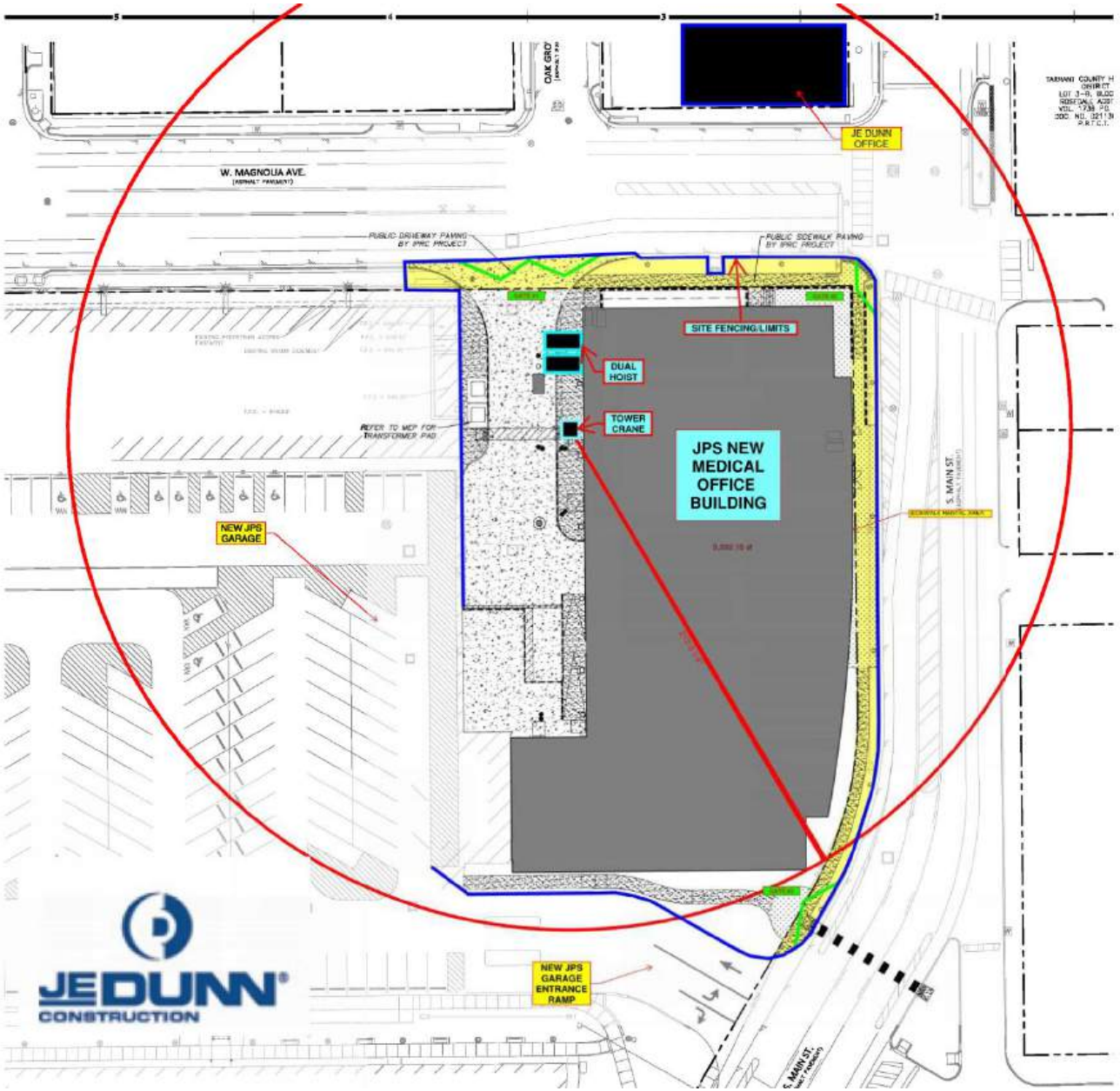
(Not Used)

Attachment 11 – Construction Manager's Quality Control Plan

(Not Used)

Attachment 12 – Site Logistics

(Attached)


JE DUNN OFFICE
W. MAGNOLIA AVE.
PUBLIC DRIVEWAY PAVING BY PRC PROJECT
PUBLIC SIDEWALK PAVING BY PRC PROJECT
SITE FENCING LIMITS
DUAL HOIST
TOWER CRANE
REFER TO MEP FOR TRANSFORMER PAD
JPS NEW MEDICAL OFFICE BUILDING
S. MAIN ST.
NEW JPS GARAGE
NEW JPS GARAGE ENTRANCE RAMP
JE DUNN CONSTRUCTION

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 23
Department:	**Prepared By:** Lani Taylor	**Approved By:** Daphne Walker

SUBJECT:

Consideration of the Initial Guaranteed Maximum Price Amendment between Tarrant County Hospital District, d/b/a JPS Health Network and J.E. Dunn-Source, a Joint Venture for the Central Utility Plant Project

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve the Initial Guaranteed Maximum Price (IGMP)Amendment between Tarrant County Hospital District, d/b/a JPS Health Network (TCHD) and J.E. Dunn-Source, A Joint Venture for the Central Utility Plant Project.

BACKGROUND

TCHD is constructing a Central Utility Plant as part of the JPS Master Facilities Plan. This Amendment provides for an IGMP for labor, material, supervision, and planning for site demolition, abatement, and utility relocation work where the New Hospital Addition will be constructed, as well as major equipment procurement. This Amendment involves construction in an amount exceeding $500,000.00 which requires Commissioners Court approval.

TCHD's Board of Managers approved the attached IGMP Amendment at its August 28, 2025, Board of Managers meeting. TCHD Counsel reviewed the Amendment and approved it as to form.

FISCAL IMPACT

Funding in the amount of $127,048,542.00 is available in TCHD's approved Master Facilities Plan budget.

Attachments

09-16 JE DUNN CUP IGMP AMENDMENT.pdf

INITIAL GUARANTEED MAXIMUM PRICE AMENDMENT # 1 – PROCUREMENT/MOBILIZATION/DEMOLITION

This **INITIAL GUARANTEED MAXIMUM PRICE AMENDMENT #1** ("Amendment") is executed on the [_____] day of [_____], 2025 (the "Effective Date") between **TARRANT COUNTY HOSPITAL DISTRICT D/B/A JPS HEALTH NETWORK** ("Owner") and **J.E. DUNN-SOURCE**, a joint venture ("Construction Manager") pursuant to that certain Standard Form of Agreement Between Owner and Construction Manager, AIA Document A133-2019 dated **February 12, 2025** (the "Agreement"), for the construction of the **CENTRAL UTILITY PLANT** project to be located at 1500 S. Main Street in Fort Worth, Texas 76104 (the "Project"). Pursuant to Section 3.2.1 of the Agreement, this Amendment is intended to establish the Initial Guaranteed Maximum Price for the Procurement/Mobilization/Demolition Phase of the Project.

WHEREAS, the Agreement provides that the parties will establish an Initial Guaranteed Maximum Price ("IGMP") for each Phase of the Project through an IGMP Amendment; and

WHEREAS, Owner and Construction Manager now desire to amend the Agreement for the purpose of establishing the IGMP for the Procurement/Mobilization/Demolition Phase of the Project, and all supporting exhibits related thereto.

NOW THEREFORE, in consideration of the covenants and conditions contained herein, and other good and valuable consideration, Owner and Construction Manager hereby agree to amend the Agreement as follows:

1. All capitalized, undefined terms shall have the meaning set forth in the Agreement.

2. The IGMP for the Procurement/Mobilization/Demolition Phase of the Project shall be **One Hundred Twenty-Seven Million, Forty-Eight Thousand, Five Hundred Forty-Two and No/100 Dollars ($127,048,542.00)**. The IGMP Breakdown is set forth in **Attachment 1** hereto.

3. The list of Accepted Alternates, if any, included in the IGMP is set forth in **Attachment 2** hereto.

4. The list of Unit Prices, if any, included in the IGMP is set forth in **Attachment 3** hereto.

5. The list of Construction Manager's assumptions, clarifications, and qualifications for the IGMP is set forth in **Attachment 4** hereto.

6. Construction Manager's General Conditions Costs Breakdown for the IGMP is set forth in **Attachment 5** hereto. Construction Manager's stipulated Personnel Rates is set forth in **Attachment 5.1** hereto.

7. Allowances included in the IGMP are set forth in **Attachment 6** hereto.

8. Construction Manager's updated Project Schedule is set forth in **Attachment 7** hereto.

9. Construction Manager's List of Key Personnel is set forth in **Attachment 8** hereto.

10. The list of Drawings and Specifications on which the IGMP is based is set forth in **Attachment 9** hereto.

11. Construction Manager-Owned Equipment Rental Rates are set forth in **Attachment 10** hereto.

12. If applicable, Construction Manager's Quality Control Plan is set forth in **Attachment 11** hereto.

13. The Construction Manager's Site Logistics are set forth in **Attachment 12** hereto.

14. Entire Amendment: This Amendment supersedes all prior negotiations, representations or agreements, either written or oral, related to the IGMP for the Procurement/Mobilization/Demolition Phase and/or determination of such IGMP value as of the date hereof between the parties.

15. Except as specifically modified by this Amendment, all terms of the Agreement remain in full force and effect.

This Amendment is entered into as of the day and year first written above.

Owner:	**Construction Manager:**
TARRANT COUNTY HOSPITAL DISTRICT D/B/A JPS HEALTH NETWORK	**J.E. DUNN-SOURCE,** a joint venture
_____	_____
By:_____	**By:** _____
Its: _____	**Its:**_____

Attachment 1 – IGMP Breakdown

JPS Health Central Utility Plant
Fort Worth, TEXAS
June 27, 2025

Item	Description	Unit	Quantity	Unit Price	Cost
01 00 00	General Conditions	LS	1	1,993,882	1,993,882
01 00 00	General Requirements	LS	1	262,850	262,850
02 40 00	Demolition Phase 1	LS	1	240,662	240,662
02 40 00	Demolition Phase 2	LS	1	1,171,430	1,171,430
02 40 00	Demolition Phase Make Safe	LS	1	50,000	50,000
02 40 00	Abatement	LF	1	95,700	95,700
31 20 00	Preliminary Excavation / Site Prep	LS	1	1,364,000	1,364,000
31 20 00	Soil Remediation Contingency	LS	1	503,731	503,731
32 90 00	Tree Trimming for Oncor	LF	900	150	135,000
33 00 00	Existing Utility Investigation	LS	1	500,000	500,000
33 00 00	Utility Relocation Contingency	LS	1	829,778	829,778
14 00 00	Elevator Equipment	EA	2	400,000	800,000
14 00 00	Elevator Temporary Services	LS	1	160,000	160,000
22 00 00	Temp Water Services	LS	1	20,000	20,000
23 00 00	Mechanical Equipment	LS	1	33,889,093	33,889,093
23 00 00	Equipment Upsizing Contingency	LS	1	2,788,383	2,788,383
23 00 00	Mechanical Design Assist	LS	1	250,000	250,000
26 00 00	Temporary Site Electric	LS	1	45,000	45,000
26 00 00	Electrical Equipment	LS	1	54,565,629	54,565,629
26 00 00	Dual Electrical Feed Equipment Contingency	LS	1	2,887,500	2,887,500
26 00 00	Electrical Design Assist	LS	1	315,000	315,000
	Subtotal				102,867,639
	Building Permit	0.00%			0
	Bonds and Insurance	3.42%			4,345,060
	Builders Risk	0.70%			889,340
	Construction Contingency	4.00%			4,324,082
	Escalation	5.00%			5,621,306
	Design Contingency	5.00%			5,902,371
	Fee	2.50%			3,098,745
	Total				**$127,048,542**

Attachment 2 – Accepted Alternates

(Not Used)

Attachment 3 – Unit Prices

(Not Used)

Attachment 4 – Assumptions, Clarifications, and Qualifications

General:

1. This IGMP Amendment provides for a partial Project scope related to mobilization efforts, demolition of the existing garage, abatement, and purchase of major mechanical and electrical equipment.
2. Construction Manager has provided a breakdown of scope cost within this IGMP for reference but each IGMP line item shall not be considered an IGMP.
3. The major equipment list dated May 22, 2025, is included in the IGMP. The updated narrative and equipment list received June 23, 2025, indicated increased equipment sizes but could not be priced by submission of this IGMP. Construction Manager has included an additional contingency to cover the increased sizes.
4. This IGMP is based on a Notice to Proceed of September 16, 2025.
5. Construction start is subject to approval of all applicable permits from all authorities having jurisdiction so that construction can commence and proceed without interruption. Construction Manager has assumed Owner will apply for all applicable permits. Construction Manager will file State 10-day Demolition notice upon receipt of Notice to Proceed or as applicable.
6. This IGMP includes a 4% Construction Contingency and 5% Design Contingency.
7. This IGMP includes an escalation contingency of 5%.
8. Construction Manager has included Builder's Risk insurance at of 0.70% of total cost.
9. Construction Manager has included its combined insurance and bond rate of 3.42% of total cost.
10. The Project site is assumed to be free of any above ground or below ground hazardous materials and/or hazardous conditions, as well as any environmental and/or endangered species, flora, fauna, or wetlands requiring mitigation, except for those items identified in:
    a. Vantage Environmental Services Report # 2024-1191, dated August 11, 2024, regarding the Old Weld Shop.
    b. Vantage Environmental Services Report # 2024-1191, dated August 11, 2024, regarding the Old Laundry Building & Morphy Parking Garage.
11. The IGMP does not include any sales taxes on incorporated materials. Owner to provide Texas Sales and Use Tax Exemption Certificate.
12. This IGMP is based on the Owner providing clear access to the site during construction operations.
13. This IGMP is based on a phased approach with demolition work stopping to allow ONCOR to complete the Owner electrical reroute and allow the ductbank under the garage to be removed. ONCOR's work opportunity is limited to 40 working days and any delay in releasing the duct bank for demolition will be additional cost and time.
14. Construction Manager has included fencing the perimeter of the site necessary for the demolition of the garage. Construction Manager has not included any relocation that will be necessary later in the Project to allow the hospital scope of work to be completed.
15. The IGMP includes a construction office trailer set up at the north most portion of the Morphy garage at the old Helipad location. Construction Manager has assumed water to be available within 100 ft. Construction Manager has assumed Owner will provide ONCOR transformer drop along Morphy. Construction Manager has included the temporary electrical raceways and conductors to the trailers.

Scope Specific Clarifications:

Site / Utilities

1. The existing site utilities are unknown at this time, Construction Manager has included $500,000 for Existing Utility Investigation to investigate existing utilities, cap and plug or abandonment.
2. Owner will be required to provide notice to ONCOR for Electrical Service termination/s and have meters removed from all facilities prior to start of demolition.
3. Construction Manager has not included any existing parking lot electrical relocation. Owner/ONCOR must remove or relocate the existing panels at the Laundry to allow completion of demolition.
4. No new site utility installations are included within this IGMP.

Demolition

1. Construction Manager has included the demolition of the existing Morphy Garage and adjacent Laundry Building and nearby "Weld Building" with 6' removal below assumed existing grade of 664'-0". Thus, removal of foundations below elevation 658'-0" are not included.
2. Salvaging and distribution of any items are not included within this scope of work. All items within the designated demolition scope become property of demolition trade partner.
3. Construction Manager has included the removal of hazardous materials at the Garage, limited to only the specific items identified to be removed in accordance with the Vantage Environmental Services Reports #2024-1191.
4. Construction Manager has included an allowance of $135,000 for the existing tree trimming from the East property line to 10' within adjacent property. This is limited to an area 15' above grade. Owner to coordinate access with property owner (railroads).

Structure

1. There is no structure work associated with this IGMP.

Architecture

1. Construction Manager has included (2) 10,000 pound capacity freight elevators within this IGMP.

Fire Protection

1. There is no Fire Protection work associated with this IGMP.

Plumbing & HVAC

1. Due to recent equipment size changes, a total allowance for equipment size increases has been included in the amount of $2,788,383 for the following:
    a. The IGMP includes four each chillers at 2033 Tons; see allowance included for chiller size increases to 2110 tons.
    b. The IGMP includes 4 each chiller VFDs at 1256 KW; see allowance included for VFD size increases to 1304 KW.
    c. The IGMP includes 7 each anticipated cooling towers at 1207 TNS, see allowance included for cooling tower size increases to 1329 TNS.
2. The IGMP does not include medical air, medical vacuum, instrument air, and medical WAGD Compressors. These pieces of equipment were listed in the equipment list provided but per discussions with Jacobs and Owner they are not a part of the early procurement package.

Electrical

1. The scope of electrical work is limited to the purchase of 5 each Generator Sets delivered FOB jobsite. No unloading or installation is included with this IGMP.

The Following Items are not included in our IGMP:

1. Bid bonds
2. Insurance for Owner supplied items during construction
3. Any 3rd Party Testing services
4. Soil stabilization
5. Rock Excavation
6. Street Rentals
7. Owner and/or Architect office trailers, equipment, and supplies
8. Architect, engineer, or consultant's design fees or reimbursable expenses
9. Staff parking, craftsman parking, or buses/busing. Owner to provide shuttle from designed lot to designated Project
10. Removal of unforeseen structures or obstructions
11. State, County, and local sales or use taxes
12. Owner project contingency
13. Impact fees or utility company charges for system extensions
14. Any type of City of Fort Worth, AHJ and Franchise Utility fees and/or inspections.
15. Design Fees
16. Any Commissioning Agent cost, fees, factory acceptance testing, and expenses
17. LEED documentation, requirements, or fees
18. Site security personnel, badging of employees, gate guard and video surveillance
19. Weekend or night work
20. Any seismic requirements and additional support structures
21. BIM as-builts
22. Weather day calculation and/or allowance is specifically excluded

End of Assumptions, Clarifications, and Qualifications

Attachment 5 – General Conditions Costs Breakdown

GENERAL CONDITIONS	Total
Field Supervision	527,446
Project Management	709,987
Sr Proj Coordinator	84,309
Billings/Purchasing/PM Allocation	23,656
Scheduling	72,062
VDC	38,438
Eng Service	147,541
Quality	19,377
Safety	58,132
Drawing Reproduction	16,000
Internal Copies on Copiers	1,482
Travel	7,500
Postage (Site)	1,235
Water / Coffee / Working Meals	1,600
Dunn Dashboard/Elec Documents	80,000
Trailer	127,799
Trailer Office Furn. & Misc Equip.	5,209
Deck/Porch	1,979
Temp Toilet - Holding Tank	2,400
Telecopier Rental Setup	600
Telecopier Rental/Service	840
Paper & Expend. Supplies	4,279
Project Signs at Gates	2,418
JE Dunn Sign 3x5	1,005
JE Dunn Polymetal Sign 4x8	847
Safety Signs	2,356
Safety Signs on Fencing	504
Router/Firewall	1,062
Conference Phone	3,892
Switch, 8-port	504
Wireless AP	1,808
Video Conferencing	6,400
TV	5,460
TV Mounting Brackets	476
Internet Services	1,729
Internet Service & Hookup	2,000
Pickup Truck, Rent	22,533
Pickup Truck, Fuel	8,017
Contractor's License	1,000
	1,993,882

DESCRIPTION	Included In Fee	Included in General Conditions	Included in GRs/Cost of Work	Excluded or By Owner
Home Office / Corporate Expenses				
1. Officers' Salaries and Benefits (Associated with Project)		X		
2. Officers' Automobile and Travel (Associated with Project)		X		
3. Executive Assistants	X			
4. Human Resources	X			
5. Information Technology - Home Office	X			
6. Home Office Equipment	X			
7. Home Office Rent and Utilities	X			
8. Interest on Borrowed Capital	X			
9. Profit	X			
10. Training (Associated with Project)		X		
11. Search Fees	X			
12. Relocation Costs & Traveler Per Diem per Company Policy		X		
Project Personnel				
1. Project Executive		X		
2. Project Manager		X		
3. Assistant Project Manager		X		
4. Project Engineer		X		
5. General Superintendent		X		
6. Superintendent		X		
7. Assistant Superintendent		X		
8. Preconstruction Manager		X		
9. MEP Coordinator		X		
10. Scheduler		X		
11. BIM Coordinator		X		
12. Information Technology Technician		X		
13. Project Administrator		X		
14. Project Cost Accountant		X		
15. Estimator		X		
16. Safety		X		
17. Safety Director		X		
18. Quality Control Personnel		X		
19. DEI / Community Outreach Services			X	
20. Historical Consultant & Code Review (If required)				X
Project Expenses				
1. Office Trailer / Rent Office Space		X		
2. Owner Office Trailer (If required)				X
3. Storage Trailers			X	
4. Temp Roads/Staging Area			X	
5. Sanitary Facilities			X	
6. Field Office Electric & Water - Consumption			X	
7. Field Office Electric - Installation			X	
8. Temp Lighting Installation and Maintenance			X	
9. Electric Usage for Trades			X	
10. Temp Telephones		X		
11. Mobile Phones		X		
12. Field 2 Way Radios			X	
13. Office Supplies & Technology		X		
14. Office Equipment		X		
15. Office Coffee, Water, Working Meals		X		
16. Blueprints/Copies for Contractor		X		
17. Record Documents/Warranty Manual		X		
18. Postage/Overnight		X		
19. First Aid Station/Safety Supplies / AED			X	
20. Project Related Travel Policy - lodging, meals, etc.		X		
21. Project Related Parking & Shuttles				X
22. Webcam / Project Photos (3rd Party)			X	
23. Property Survey			X	

DESCRIPTION	Included in Fee	Included in General Conditions	Included in GRs/Cost of Work	Excluded or By Owner
24. Initial Baseline and Benchmark			X	
25. Survey & Layout and Field Engineers			X	
26. Protection of Finished Work			X	
27. Misc. Tools, Consumables & Equipment			X	
28. Site Perimeter Fencing			X	
29. Directional, Temp Signage and Traffic Control			X	
30. Project Safety Signs		X		
31. Erosion Control / SWPPP			X	
32. Building Permit Fees (Allowance)			X	
33. Builders Risk Insurance (Premiums and Deductibles)			X	
34. Professional Liability Insurance (If required)			X	
35. Insurance			X	
36. Workers Compensation Insurance		X	X	
37. Contractor Performance & Payment Bond			X	
38. Legal Cost			X	
39. Street Cleaning			X	
40. Dust Control			X	
41. Dumpsters/Rubbish Removal/Recycling			X	
42. Trash Chute / Platforms			X	
43. Temp and Final Cleaning			X	
44. Street Closure / Sidewalk Rentals			X	
45. Sidewalk and Overhead Protection			X	
46. Safety Supplies and Interim Life Safety Measures			X	
47. General Fall Protection			X	
48. Barricades			X	
49. Temporary Enclosures			X	
50. Winter Conditions/Snow & Ice Removal			X	
51. Temporary Heater Rental & Fuel			X	
52. Staging			X	
53. Hoisting			X	
54. Temporary Elevator			X	
55. Mock Ups			X	
56. Trade Labor			X	
57. Purchased Project Materials			X	
58. Subcontracts & 3rd Party Agreements			X	
59. Commissioning				X
60. Commissioning Assistance			X	
61. Material Testing & Inspection / City Fees / Impact Fees				X

Attachment 5.1 – Stipulated Personnel Rates

Docusign Envelope ID: 7C425E2F-80F8-4368-A70F-DA1DF2C21AED

EXHIBIT F

Cameron J Geertsema, PE CEM Digitally signed by Cameron J Geertsema, PE CEM DN: C=US, E=cgeertsema@broaddiususa.com, O=Broaddus Levis, OU=JPS Bond Program, CN="Cameron J Geertsema, PE CEM" Date: 2024.09.10 09:34:43-05'00'

CONTRACTOR'S PERSONNEL RATES *

Effective 04/01/2024

Senior Vice President / Group Manager 3	$	290.00	/ HR	**
Project Executive / VP (Group Manager 2)	$	259.00	/ HR	**
Project Executive / VP (Group Manager 1)	$	218.00	/ HR	**
Project Director	$	201.00	/ HR	**
Senior Project Manager	$	166.00	/ HR	**
Project Manager 2	$	136.00	/ HR	**
Project Manager 1	$	115.00	/ HR	**
Senior Project Engineer	$	94.00	/ HR	**
Project Engineer 2 / Field Engineer 2	$	84.00	/ HR	**
Project Engineer 1 / Field Engineer 1	$	76.00	/ HR	**
General Superintendent	$	234.00	/ HR	***
Senior Superintendent	$	170.00	/ HR	***
Superintendent 3	$	144.00	/ HR	***
Superintendent 2	$	125.00	/ HR	***
Superintendent 1 / Assistant Superintendent	$	100.00	/ HR	
Administrative Assistant / Executive Assistant	$	94.00	/ HR	
Senior Project Coordinator	$	80.00	/ HR	
Project Coordinator	$	68.00	/ HR	
Estimating Director	$	220.00	/ HR	
Senior Estimating Manager	$	168.00	/ HR	
Estimating Manager	$	122.00	/ HR	
Estimating Engineer	$	90.00	/ HR	
Senior MEP Coordinator	$	140.00	/ HR	
MEP Coordinator	$	75.00	/ HR	
Safety Personnel	$	137.00	/ HR	
Quality Assurance Personnel	$	137.00	/ HR	
Virtual Design & Construction (VDC) Personnel	$	120.00	/ HR	
Scheduler	$	128.00	/ HR	
Lean Specialist	$	131.00	/ HR	

Trade labor personnel subject to overtime will be billed at their actual wage rate plus 41.60% for labor burden. Labor burden will be increased 4% January 1 of each calendar year starting January 1, 2026.

* All personnel rates will be increased 4% January 1 of each calendar year starting January 1, 2026.

** An additional $5.36/hr will be charged for payroll, purchasing, billings and accounts payable direct project support services. This rate will be increased 4% January 1 of each calendar year starting January 1, 2026.

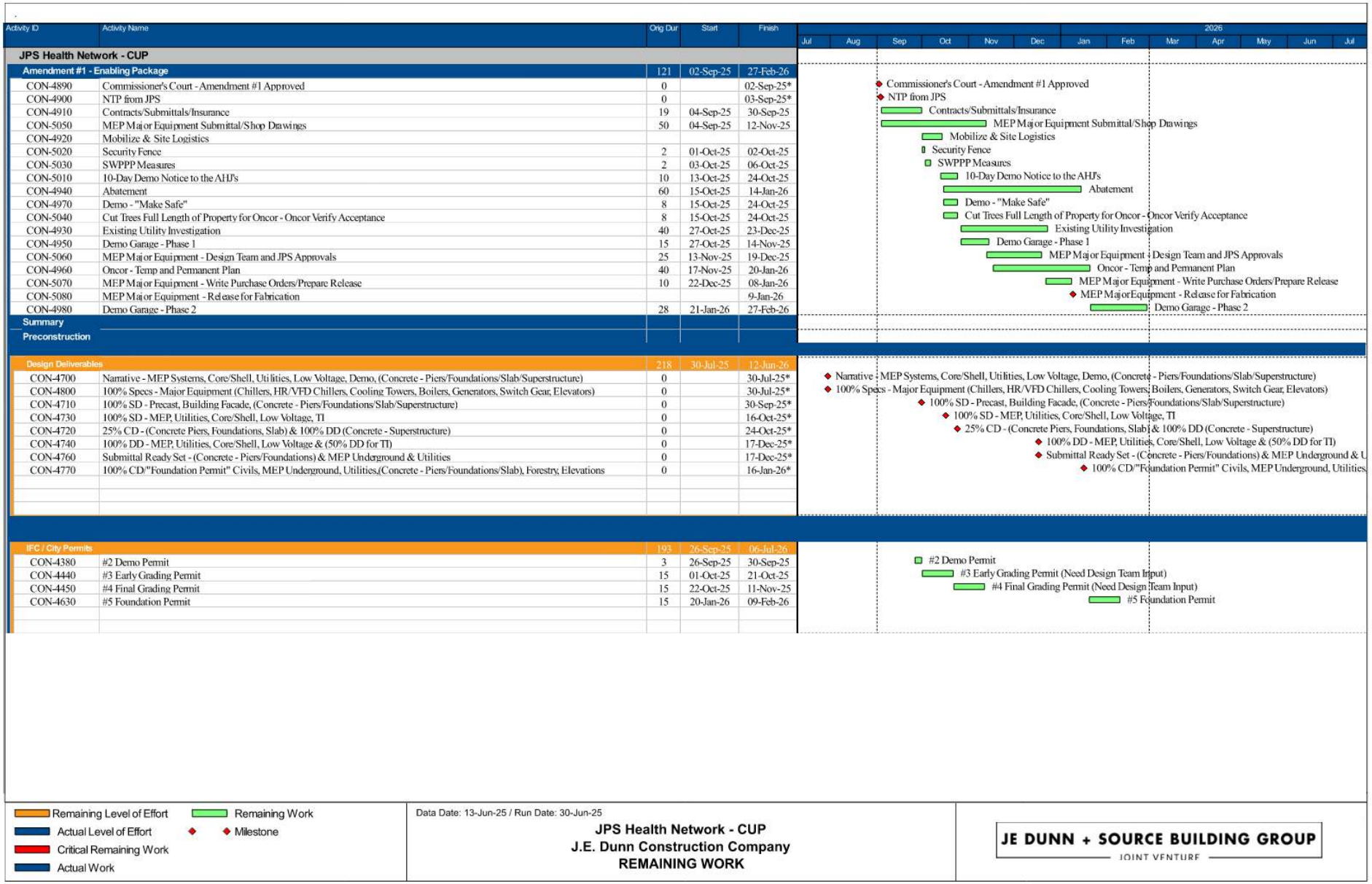
*** An additional $9.67/hr will be charged for JE Dunn owned truck rental (if assigned to the employee). Actual fuel costs are not included in the hourly rental rate and will be billed as incurred. This rate will be increased 4% January 1 of each calendar year starting January 1, 2026.

Attachment 6 – Allowances

As Noted	Description	Allowance
Site Utilitlies - 1	Existing Utility Investigation to investigate existing utilities, cap and plug or abandonment.	$ 500,000.00
Demolition - 4	Existing tree trimming from the East property line to 10' within adjacent property. This is limited to an area 15' above grade	$ 135,000.00
Plumbing & HVAC - 1	Equipment size increases	$ 2,788,383.00
	From 4 each 2033 ton chillers to 4 each 2110 tons.	with above
	From 4 each chiller VFDs at 1256KW to 4 each chiller VFDs at 1304KW.	with above
	7 each cooling towers at 1207 TNS to 7 each cooling towers at 1329 TNS.	with above

Attachment 7 – Project Schedule

(Attached)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JPS Health Network - CUP
Amendment #1 - Enabling Package 121 02-Sep-25 27-Feb-26
CON-4890 Commissioner's Court - Amendment #1 Approved 0 02-Sep-25*
CON-4900 NTP from JPS 0 03-Sep-25*
CON-4910 Contracts/Submittals/Insurance 19 04-Sep-25 30-Sep-25
CON-5050 MEP Major Equipment Submittal/Shop Drawings 50 04-Sep-25 12-Nov-25
CON-4920 Mobilize & Site Logistics
CON-5020 Security Fence 2 01-Oct-25 02-Oct-25
CON-5030 SWPPP Measures 2 03-Oct-25 06-Oct-25
CON-5010 10-Day Demo Notice to the AHJ's 10 13-Oct-25 24-Oct-25
CON-4940 Abatement 60 15-Oct-25 14-Jan-26
CON-4970 Demo - "Make Safe" 8 15-Oct-25 24-Oct-25
CON-5040 Cut Trees Full Length of Property for Oncor - Oncor Verify Acceptance 8 15-Oct-25 24-Oct-25
CON-4930 Existing Utility Investigation 40 27-Oct-25 23-Dec-25
CON-4950 Demo Garage - Phase 1 15 27-Oct-25 14-Nov-25
CON-5060 MEP Major Equipment - Design Team and JPS Approvals 25 13-Nov-25 19-Dec-25
CON-4960 Oncor - Temp and Permanent Plan 40 17-Nov-25 20-Jan-26
CON-5070 MEP Major Equipment - Write Purchase Orders/Prepare Release 10 22-Dec-25 08-Jan-26
CON-5080 MEP Major Equipment - Release for Fabrication 9-Jan-26
CON-4980 Demo Garage - Phase 2 28 21-Jan-26 27-Feb-26
Summary
Preconstruction
Design Deliverables 218 30-Jul-25 12-Jun-26
CON-4700 Narrative - MEP Systems, Core/Shell, Utilities, Low Voltage, Demo, (Concrete - Piers/Foundations/Slab/Superstructure) 0 30-Jul-25*
CON-4800 100% Specs - Major Equipment (Chillers, HR/VFD Chillers, Cooling Towers, Boilers, Generators, Switch Gear, Elevators) 0 30-Jul-25*
CON-4710 100% SD - Precast, Building Facade, (Concrete - Piers/Foundations/Slab/Superstructure) 0 30-Sep-25*
CON-4730 100% SD - MEP, Utilities, Core/Shell, Low Voltage, TI 0 16-Oct-25*
CON-4720 25% CD - (Concrete Piers, Foundations, Slab) & 100% DD (Concrete - Superstructure) 0 24-Oct-25*
CON-4740 100% DD - MEP, Utilities, Core/Shell, Low Voltage & (50% DD for TI) 0 17-Dec-25*
CON-4760 Submittal Ready Set - (Concrete - Piers/Foundations) & MEP Underground & Utilities 0 17-Dec-25*
CON-4770 100% CD/"Foundation Permit" Civils, MEP Underground, Utilities,(Concrete - Piers/Foundations/Slab), Forestry, Elevations 0 16-Jan-26*
IFC / City Permits 193 26-Sep-25 06-Jul-26
CON-4380 #2 Demo Permit 3 26-Sep-25 30-Sep-25
CON-4440 #3 Early Grading Permit 15 01-Oct-25 21-Oct-25
CON-4450 #4 Final Grading Permit 15 22-Oct-25 11-Nov-25
CON-4630 #5 Foundation Permit 15 20-Jan-26 09-Feb-26
Commissioner's Court - Amendment #1 Approved
NTP from JPS
Contracts/Submittals/Insurance
MEP Major Equipment Submittal/Shop Drawings
Mobilize & Site Logistics
Security Fence
SWPPP Measures
10-Day Demo Notice to the AHJ's
Abatement
Demo - "Make Safe"
Cut Trees Full Length of Property for Oncor - Oncor Verify Acceptance
Existing Utility Investigation
Demo Garage - Phase 1
MEP Major Equipment - Design Team and JPS Approvals
Oncor - Temp and Permanent Plan
MEP Major Equipment - Write Purchase Orders/Prepare Release
MEP Major Equipment - Release for Fabrication
Demo Garage - Phase 2
Narrative - MEP Systems, Core/Shell, Utilities, Low Voltage, Demo, (Concrete - Piers/Foundations/Slab/Superstructure)
100% Specs - Major Equipment (Chillers, HR/VFD Chillers, Cooling Towers, Boilers, Generators, Switch Gear, Elevators)
100% SD - Precast, Building Facade, (Concrete - Piers/Foundations/Slab/Superstructure)
100% SD - MEP, Utilities, Core/Shell, Low Voltage, TI
25% CD - (Concrete Piers, Foundations, Slab) & 100% DD (Concrete - Superstructure)
100% DD - MEP, Utilities, Core/Shell, Low Voltage & (50% DD for TI)
Submittal Ready Set - (Concrete - Piers/Foundations) & MEP Underground & U
100% CD/"Foundation Permit" Civils, MEP Underground, Utilities,
#2 Demo Permit
#3 Early Grading Permit (Need Design Team Input)
#4 Final Grading Permit (Need Design Team Input)
#5 Foundation Permit
Remaining Level of Effort
Remaining Work
Actual Level of Effort
Milestone
Critical Remaining Work
Actual Work
Data Date: 13-Jun-25 / Run Date: 30-Jun-25
JPS Health Network - CUP
J.E. Dunn Construction Company
REMAINING WORK
JE DUNN + SOURCE BUILDING GROUP
JOINT VENTURE

ACTIVITY	COMMENTS	RESPONSIBILITY
Notice to Proceed (NTP)		JPS
File 10 Day Notice to State for Demolition	Day one of NTP	JED/DEMO TP
File Notice of Intent (NOI) to discharge storm water		JED
Install permitter fence	First on site activity	JED
Install SWPPP measures	Prior to disruption of site.	JED
Confirm power OFF. Disconnect electrical feeds, water feeds, and fire service feeds	Must be done prior to Demo	JED/TP
Begin abatement at Weld Shop	Start upon fence completion	JED/TP
Remove Helipad Second floor and Cut Second Floor Slab N/S	1st Step of Phase 1. Demo area for access	JED/TP
Demolish East portion of garage upper level and slab on grade	Main Phase 1 Demo area	JED/DEMO TP
Demolish Weld Shop	Abatement must be complete / Last step of Phase 1 demo	JED/DEMO TP
Begin abatement at Laundry	1st Phase of Abatement	JED/TP
Reestablish East perimeter fence line	In conjunction with Garage SOG removal and tree canopy mitigation	JED/TP
Tree Canopy Mitigation for full length of ONCOR work	Includes area to Apt Site and to Transformer Vault	JED/TP
ONCOR verify clearance is acceptable	ONCOR DURATION START	ONCOR
ONCOR reroute Overhead lines		ONCOR
ONCOR set transformer for temporary electrical		ONCOR
Temporary electrical service to trailers from ONCOR provided power		JED/TP
3 construction trailers delivered and set up	Includes Water, Wi-Fi and Sewer or Tanks	JED
ONCOR vacates duct bank under garage and removes 3 overhead poles	Concludes Oncor work	ONCOR
Begin Demolition Phase 2	ONCOR must be complete and release us to demo	JED/DEMO TP
Laundry abatement complete	Must have clearance to demolish laundry area	JED/TP
Demolition Phase 2 Complete	Scope of Funding Complete	JED/DEMO TP

Attachment 8 – List of Key Personnel

TEAM MEMBER	ROLE	EMAIL	PHONE
Matt Robben	Project Executive	matt.robben@jedunn.com	214- 205-4580
Herb Reed	V.P. Operations	hreed@sourcebuild.net	972-750-6049
Chet Farnsworth	V.P. Preconstruction	cfarnsworth@sourcebuild.net	817-504-1967
Chuck Sloma	Sr. Precon Manager	chuck.sloma@jedunn.com	214-551-2039
Patrick Caskey	Precon Manager	patrickcaskey@jedunn.com	317-306-6390
Trent Hirth	Sr. Estimator	thirth@sourcebuild.net	817-455-6006
Angela Hart	Project Coordinator	angela.hart@jedunn.com	254-500-4200

Attachment 9 – List of Drawings and Specifications

Sheet	Date	Description	Description
1 thru 40	8/11/2024	Environmental Report # 2024-1191 - Old Weld Shop	Vantage Environmental Services
1 thru 67	8/11/2024	Environmental Report # 2024-1191 - Old Laundry Building a& Morphy Parking Garage	Vantage Environmental Services
1	6/23/2025	INITIAL GUARANTEED MAXIMIM PRICE NO. 1	Jacobs
2	6/23/2025	INTRODUCTION	Jacobs
3	6/23/2025	LONG LEAD MAJOR EQUIPMENT PROCUREMENT	Jacobs
4	6/23/2025	BASIS OF DESIGN - 1. CHILLERS	Jacobs
5	6/23/2025	2. BOILERS	Jacobs
6	6/23/2025	3. EMERGECY GENERATORS	Jacobs
7	6/23/2025	4. ELEVATORS	Jacobs
8	6/23/2025	5. Medium Voltage Switchgear	Jacobs
9	6/23/2025	Site Plan	Jacobs
10	6/23/2025	Equipment Layout	Jacobs
11	6/23/2025	Major Equipment Schedule	Jacobs
12 thru 66	6/9/2025 DRAFT	SECTION 236400 – PACKAGED WATER CHILLERS	Jacobs
67	not dated	THIS PAGE INTENTIONALLY LEFT BLANK	Jacobs
68 thru 100	6/9/2025 DRAFT	SECTION 23 52 39 – FIRE TUBE BOILERS	Jacobs
101 thru 123	6/9/2025 DRAFT	SECTION 263213 - DIESEL-ENGINE-DRIVEN GENERATOR SETS	Jacobs
124 thru 138	7/1/2025 DRAFT	SECTION 14 21 00 - ELECTRIC TRACTION ELEVATORS	KAI
139	not dated	THIS PAGE INTENTIONALLY LEFT BLANK	
140 thru 165	7/1/2025	SECTION 261313 - PARALLELING MEDIUM VOLTAGE SWITCHGEAR	
166	6/23/2025	MORPHY GARAGE DEMOLITION/UTILITIES/SITE	Jacobs
167	6/23/2025	Site Improvements/Demolition	Jacobs
168	6/23/2025	Site Improvements/Demolition - SITE PLAN	Jacobs
169	6/23/2025	Site Improvements/Demolition - PHASING PLAN	Jacobs

Attachment 10 – Construction Manager-Owned Equipment Rental Rates

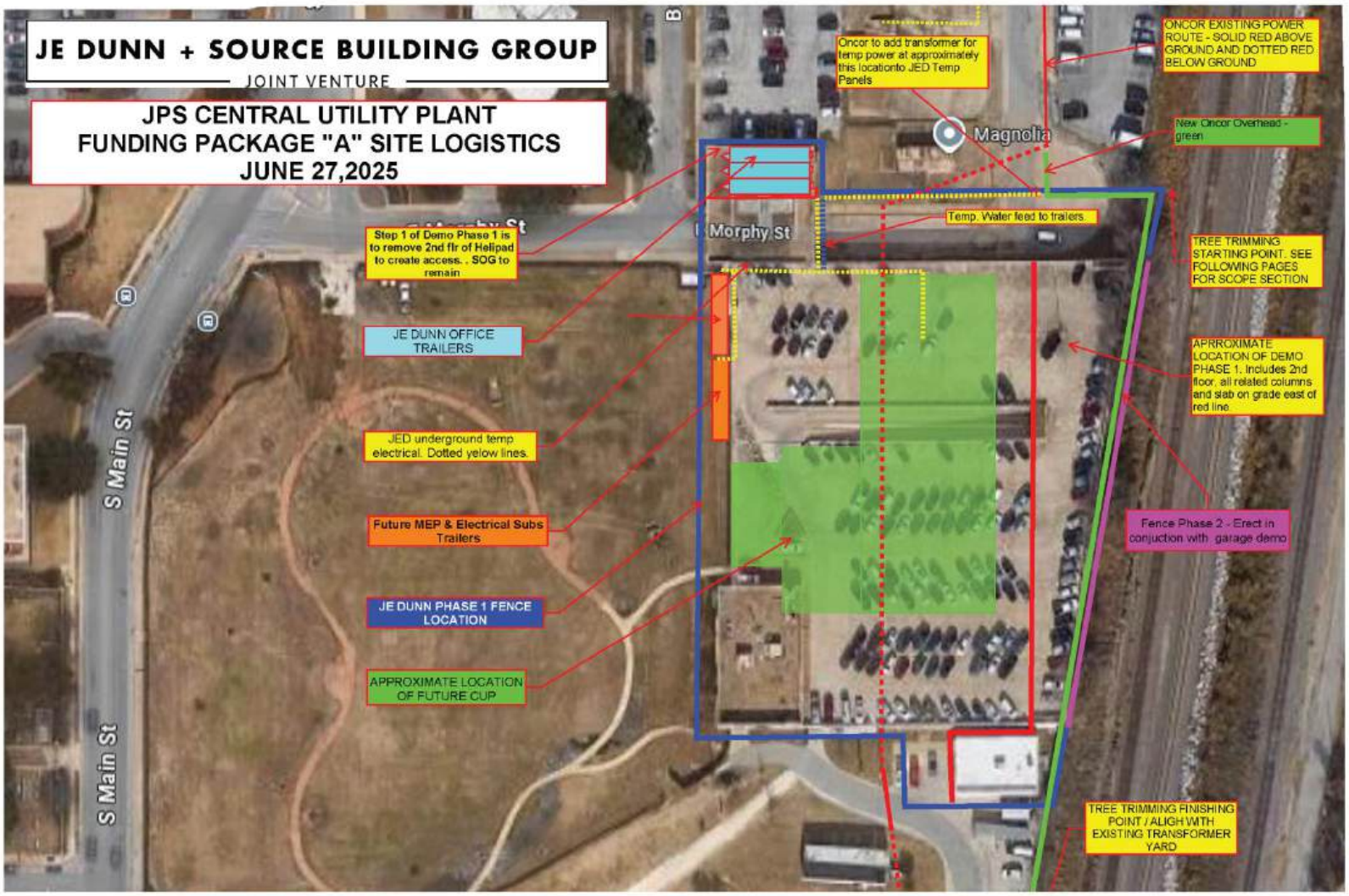
(Not Used)

Attachment 11 – Construction Manager's Quality Control Plan

(Not Used)

Attachment 12 – Site Logistics

(Attached)


JE DUNN + SOURCE BUILDING GROUP
JOINT VENTURE
JPS CENTRAL UTILITY PLANT
FUNDING PACKAGE "A" SITE LOGISTICS
JUNE 27,2025
Oncor to add transformer for temp power at approximately this locationto JED Temp Panels
ONCOR EXISTING POWER ROUTE - SOLID RED ABOVE GROUND AND DOTTED RED BELOW GROUND
Magnolia
New Oncor Overhead - green
Morphy St
Temp. Water feed to trailers.
Step 1 of Demo Phase 1 is to remove 2nd flr of Helipad to create access. . SOG to remain
TREE TRIMMING STARTING POINT. SEE FOLLOWING PAGES FOR SCOPE SECTION
JE DUNN OFFICE TRAILERS
APRROXIMATE LOCATION OF DEMO PHASE 1. Includes 2nd floor, all related columns and slab on grade east of red line.
S Main St
JED underground temp electrical. Dotted yelow lines.
Future MEP & Electrical Subs Trailers
Fence Phase 2 - Erect in conjuction with garage demo
JE DUNN PHASE 1 FENCE LOCATION
APPROXIMATE LOCATION OF FUTURE CUP
S Main St
TREE TRIMMING FINISHING POINT / ALIGH WITH EXISTING TRANSFORMER YARD

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 126
Department: Budget and Risk Management	**Prepared By:** Jason Adams	**Approved By:** Helen H. Giese

SUBJECT:

Consideration of Fiscal Year 2026 Special Purpose Budgets

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve the FY2026 Special Purpose Budgets.

BACKGROUND

Attached are the Special Purpose Budgets for FY2026

PAGES

- Special Revenue.....5 - 35
- Capital Projects.....36 - 57
- Enterprise.....58
- Internal Service.....59 - 65
- Criminal District Attorney.....66 - 69
- Judicial Funds.....70
- Sheriff..... 71 - 77
- Trust Funds/Inter-locals..... 78 - 123

PERSONNEL ACTIONS

New Positions:

22500 - Dispute Resolution

- One (1) Program Coordinator, Gr. 72, Effective 11/1/2025
- One (1) Justice Docket Coordinator, Gr. 40, Effective 10/1/2025
- One (1) Court Clerk, Gr. 17, Effective 10/1/2025

24100 - Law Library

- One (1) Law Librarian, Gr. 71, Effective 11/1/2025

T0400 - Public Health

- One (1) Budget Analyst, Gr. 73, Effective 11/1/2025

Inter-Fund Transfers:

21100 – Record Preservation and Automation

Moving 25% from 10000 – General Fund

- P.# 20004918 – Lead Customer Support Specialist, Gr. 88, Effective 11/1/2025

T0400 - Public Health

Moving 1 position to 6840100000 Transportation in 26100 - Road and Bridge Fund

- P.# 20002941 - Sanitarian II, Gr. 71, Effective 10/1/2025

T2900 – Fire Marshal Code

Moving 1 position from T3100 – Emergency Service District

- P.# 20003393 – Administrative Assistant, Gr. 17, Effective 10/1/2025

Reduction in Force:

21100 - Records Preservation and Automation – County Clerk

- Senior Business Analyst, Gr. 89, P.# 20007275, Effective 10/1/2025
- Lead Customer Support Specialist, Gr. 88, P.#. 20006407, Effective 11/1/2025

23400 – Specialty Court Fund

- Administrative Assistant II, Gr. 15, P.# 20006604, Effective 1/1/2026

CARPA – American Rescue Plan Act

- ARPA Senior Data Analyst, Gr. 74, P# 20007351, Effective 11/1/2025
- ARPA Senior Data Analyst, Gr. 74, P# 20007352, Effective 10/1/2025
- Program Evaluation Specialist, Gr. 73, P# 20007350, Effective 10/1/2025
- Administrative Assistant IV, Gr. 70, P# 20007777, Effective 10/1/2025
- Auxiliary Civil Court Coordinator, Gr. 17, P# 20007589, Effective 11/1/2025

T0400 - Public Health

- Disease Control & Prevention Associate Director, Gr. 76, P.# 20004850, Effective 10/1/2025
- Fiscal Management Associate Director, Gr. 76, P.# 20007575, Effective 10/1/2025
- Clinical Services Associate Director, Gr. 76, P.# 20004860, Effective 10/1/2025
- Informatics Manager, Gr. 75, P.# 20005809, Effective 10/1/2025
- Nursing Quality Assurance Coordinator, Gr. 74, P.# 20003305, Effective 10/1/2025
- GIS Informatics Supervisor, Gr. 73, P.# 20005414, Effective 10/1/2025
- Informatics Supervisor, Gr. 73, P.# 20007377, Effective 10/1/2025
- Data Modernization Supervisor, Gr. 73, P.# 20007786, Effective 10/1/2025
- Grants Internal Auditor I, Gr. 72, P.# 20007694, Effective 10/1/2025
- STD/HIV Specialist Nurse, Gr. 72, P.# 20003250, Effective 10/1/2025
- Disease Intervention Specialist Supervisor, Gr. 72, P.# 20004105, Effective 10/1/2025
- Perinatal Hepatitis B Case Manager, Gr. 72, P.# 20003384, Effective 10/1/2025
- Community Engagement Specialist, Gr. 72, P.# 20006921, Effective 1/1/2026
- Workforce Development Specialist, Gr. 71, P.# 20006352, Effective 10/1/2025
- Sanitarian I, Gr. 70, P.# 20006662, Effective 10/1/2025
- Vector Control, Gr. 70, P.# 20005785, Effective 10/1/2025
- Epidemiology Specialist, Gr. 70, P.# 20006642, Effective 10/1/2025
- LVN Nurse I, Gr. 16, P.# 20003372, Effective 10/1/2025
- LVN Nurse I, Gr. 16, P.# 20003252, Effective 10/1/2025
- Administrative Assistant III, Gr. 16, P.# 20004145, Effective 10/1/2025

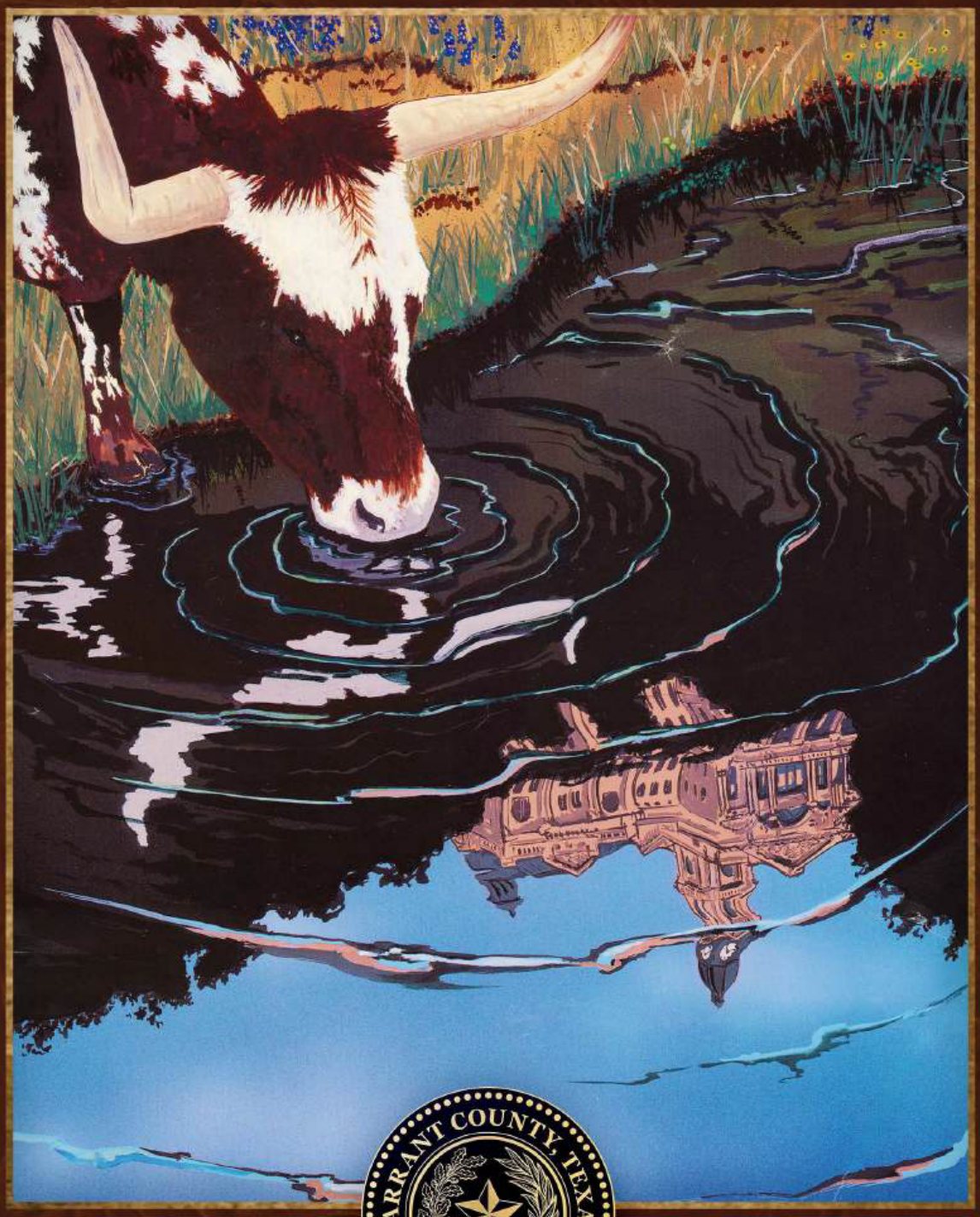
- Administrative Assistant II, Gr. 15, P.# 20006492, Effective 10/1/2025
- General Office Clerk IV, Gr. 14, P.# 20002923, Effective 10/1/2025

T0450 - Public Health – 1115 Waiver

- Community Service Aide, Gr. 15, P.# 20006681, Effective 10/1/2025
- Community Service Aide, Gr. 15, P.# 20006682, Effective 10/1/2025
- Administrative Asst II, Gr. 15, P.# 20006506, Effective 10/1/2025
- General Office Clerk IV, Gr. 75, P.# 20005612, Effective 10/1/2025
- General Office Clerk IV, Gr. 75, P #20003374, Effective 10/1/2025
- General Office Clerk IV, Gr. 75, P #20006730, Effective 10/1/2025

Attachments

FY26 Special Purpose FINAL.pdf



BUDGET FISCAL YEAR 2026

SPECIAL PURPOSE BUDGETS

SEPTEMBER 16, 2025

PREPARED BY TARRANT COUNTY BUDGET AND RISK MANAGEMENT DEPARTMENT

COMMISSIONERS COURT COMMUNICATION

SUBJECT: **APPROVAL OF FISCAL YEAR 2026 SPECIAL PURPOSE BUDGETS**

COMMISSIONERS COURT ACTION REQUESTED:

It is requested that the Commissioners Court approve the FY2026 Special Purpose Budgets.

BACKGROUND:

Attached are the Special Purpose Budgets for FY2026

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Moving 25% from 10000 – General Fund
- P.# 20004918 – Lead Customer Support Specialist, Gr. 88, Effective 11/1/2025

T0400 - Public Health
Moving 1 position to 6840100000 Transportation in 26100 - Road and Bridge Fund
- P.# 20002941 - Sanitarian II, Gr. 71, Effective 10/1/2025

T2900 – Fire Marshal Code
Moving 1 position from T3100 – Emergency Service District

SUBMITTED BY:	Budget & Risk Management	PREPARED BY: APPROVED BY:	Helen H. Giese

- P.# 20003393 – Administrative Assistant, Gr. 17, Effective 10/1/2025

Reduction in Force:

21100 - Records Preservation and Automation – County Clerk

- Senior Business Analyst, Gr. 89, P.# 20007275, Effective 10/1/2025
- Lead Customer Support Specialist, Gr. 88, P.#. 20006407, Effective 11/1/2025

23400 – Specialty Court Fund

- Administrative Assistant II, Gr. 15, P.# 20006604, Effective 1/1/2026

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- Perinatal Hepatitis B Case Manager, Gr. 72, P.# 20003384, Effective 10/1/2025
- Community Engagement Specialist, Gr. 72, P.# 20006921, Effective 1/1/2026
- Workforce Development Specialist, Gr. 71, P.# 20006352, Effective 10/1/2025
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- Vector Control, Gr. 70, P.# 20005785, Effective 10/1/2025
- Epidemiology Specialist, Gr. 70, P.# 20006642, Effective 10/1/2025
- LVN Nurse I, Gr. 16, P.# 20003372, Effective 10/1/2025
- LVN Nurse I, Gr. 16, P.# 20003252, Effective 10/1/2025
- Administrative Assistant III, Gr. 16, P.# 20004145, Effective 10/1/2025
- Administrative Assistant II, Gr. 15, P.# 20006492, Effective 10/1/2025
- General Office Clerk IV, Gr. 14, P.# 20002923, Effective 10/1/2025

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- Community Service Aide, Gr. 15, P.# 20006681, Effective 10/1/2025
- Community Service Aide, Gr. 15, P.# 20006682, Effective 10/1/2025
- Administrative Asst II, Gr. 15, P.# 20006506, Effective 10/1/2025
- General Office Clerk IV, Gr. 75, P.# 20005612, Effective 10/1/2025
- General Office Clerk IV, Gr. 75, P #20003374, Effective 10/1/2025
- General Office Clerk IV, Gr. 75, P #20006730, Effective 10/1/2025

FY2025 SPECIAL PURPOSE BUDGETS

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- 21200 Records Preservation/Automation (County) 7
- 21300 Records Preservation/Restoration (County Clerk) ..... 8 - 9
- 21400 Court Record Preservation 10
- 21500 District Court Record Preservation 11
- 21600 District Clerk Records Management/Preservation 12
- 22100 Courthouse Security 13
- 22300 Consumer Health .....14 - 15
- 22400 Graffiti Eradication (Juvenile Delinquency Prevention) 16
- 22500 Dispute Resolution .....17 - 19
- 22600 Probate Contributions Fund 20
- 22700 Justice Court Technology 21
- 22800 Justice Court Building Security 22
- 22900 Child Abuse Prevention 23
- 23100 Guardianship Fund 24
- 23200 Drug & Alcohol Court 25
- 23300 County & District Court Technology Fund.....26
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- 24200 Continuing Education Fund..... 32
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- D8800 Criminal District Attorney - Federal Forfeitures (Justice) …....69

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- S8700 Sheriff Inmate Commissary Fund ..... 71 - 72
- S9300 Sheriff Forfeiture Fund (State) CNET ..... 73 - 74
- S9500 Sheriff Federal Forfeiture (Treasury) 75
- S9600 Sheriff Forfeiture Fund (State) 76
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- T0500 Section 125 Forfeitures 89
- T0600 Children's Home Trust 90
- T0700 Bail Bond Board 91
- T0800 TX Department of Protective & Regulatory Services 92
- T0900 Constable Forfeiture (Pct. #7) 93
- T1000 Juvenile Probation District 94
- T1100 Unclaimed Juvenile Restitution 95
- T1300 Deferred Prosecution Program 96
- T2000 Historical Commission 97
- T2100 Historical Commission Archives 98
- T2300 Cemetery 99
- T2600 Unclaimed Electric Cooperative Credit 100
- T2900 Fire Marshal Code 101
- T3000 Criminal District Attorney JPS Contract 102
- T3300 CSCD Bond Supervision Unit ..... 103 - 104
- T3400 Criminal Court Drug Program 105
- T3700 Medical Examiner Conference Fund 106
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- T5200 Juvenile 108
- T5350 Emergency Management 109
- T5600 Community Outreach 110
- T5700 Misc Donations – Child Protective Services 111
- T5800 Health Department 112
- T5960 Veteran Court Program 113
- T6000 Family Court Services 114
- T6100 Community Resource Coordination Group (CRCG) 115
- T6200 Peace Officer Memorial 116
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- T8500 Opioid Epidemic Settlement 122
- T8600 Public Improvement District 123

21100-2026 - RECORDS PRESERVATION AND AUTOMATION COUNTY CLERK

Established by the 72nd Legislative Session and effective September 1, 1991, a fee for "Records Management and Preservation" under Local Government Code Section 118.011 is for the records management and preservation services performed by the County Clerk. This fee may only be used to provide funds for specific records management and preservation, including automation purposes. The County Clerk may set and collect the Records Management and Preservation Filing fee not to exceed $10. **Effective October 1, 2019** the fee being charged is $7. Health and Safety Code Section 191.0045 allows for $1 to be collected by Vital Statistics on birth/death certificates. **Effective January 1, 2020**; Local Government Code Section 134.102 allows for $25 from the Local Consolidated Fee for Class A and B Misdemeanor convictions to be collected. **Effective January 1, 2022 by SB41**; Local Government Code Section 135.101 allocates $30 of the Local Consolidated Civil initial filing fee and $20 of subsequent filing fee. Local Government Code Section 135.102 allocates $15 of Local Civil Fee for Probate, Guardianship, and Mental Health Cases on initial filings and $5 on subsequent filings.

REVENUE

499998	Cash Carryforward	$	10,350,931
424128	Vital Statistics Fee		120,000
424174	County Clerk - Filing Fee		2,200,000
424175	County Clerk - Conviction Fee		110,000
451002	Investment Income		385,000
	Total	**$**	**13,165,931**

BUDGET

(by Commitment Item Group)

County Clerk

Personnel	$	1,287,015
Materials and Supplies		595,000
Building Costs		300,000
Capital		2,500,000
Contracts		800,000
Other		688,400
Travel - Education		100,000
Transfers/Reserves/Debt		6,895,516
Total	**$**	**13,165,931**

BUDGET

(Detail)

4820101000 - County Clerk Administration

511011	Salaries (8)	$	980,208
513011	FICA		74,986
513021	Retirement		117,821
513031	Employee Group Insurance		114,000

21100-2026 - RECORDS PRESERVATION AND AUTOMATION (cont'd)

***BUDGET** (Detail) - Continued*

521011	Supplies	300,000
521021	Computer Supplies	75,000
522067	Printing-Publication	8,000
522069	Subscriptions	3,500
524001	Dues	6,500
525077	Wireless Data Access	2,000
526021	Equipment Maintenance	200,000
532011	Building Maintenance	300,000
540000	Capital	2,500,000
569011	Professional Services	800,000
578021	Hardware Maintenance	40,000
578025	Software Maintenance and Licenses	618,400
578051	Equipment Rentals	30,000
588261	Education	100,000
595055	Undesignated	6,895,516
	Total	**$ 13,165,931**

AUTHORIZED POSITIONS

Grade	Title	# Auth
91	Senior Project Manager	1
89	Lead Application Support Administrator	3
87	Senior Customer Support Specialist	1
18	Business Analyst	2
16	Verification QC - Civil Clerk	1
	Total	**8**

Effective 11/1/2025, 25% of Position 20004918 will be funded by this fund.

REDUCTION IN FORCE

Senior Business Analyst, Gr. 89, P.#20007275, Effective 10/1/2025
Lead Customer Support Specialist, Gr. 88, P.#20006407, Effective 11/1/2025

CAPITAL

Description	Total Cost
Computers, Scanners, Monitors, Copiers, Photo Equipment, Software, Software Upgrades, and Remodel	**$ 2,500,000**

21200-2026 - RECORDS PRESERVATION AND AUTOMATION COUNTY

Local Government Code Section 118.052 requires a $5 Records Management and Preservation fee be collected by the County Clerk for the filing of any civil case or pleading. Government Code Section 51.317 requires a $10 Records Management and Preservation fee collected by the District Clerk. This fee is split by sending $5 to the county records management and preservation for records management and preservation, including automation (fund 21200); and $5 to the district clerk records management and preservation (fund 21600) for records management and preservation services performed by the district clerk when a case or document is filed in the records office of the district clerk. **Effective January 1, 2020**, Code of Criminal Procedure Section 102.005 was repealed thus removing $22.50 Conviction fee that was being deposited from County and District on criminal convictions. **Effective January 1, 2022 by SB41**, Local Government Code Section 118.052(3) Records Management and Preservation fee $5, Section 118.0546, and Government Code 51.317 were repealed.

REVENUE

499998	Cash Carryforward	**$**	**96,799**

BUDGET

1810260000 - IT Records Management

500000	Rollup - All Expenditures	**$**	**96,799**

21300-2026 - RECORDS PRESERVATION AND RESTORATION FUND
COUNTY CLERK

Established by the 78th Legislative Session and effective September 1, 2003, a fee for "Records Archive" under Local Government Code Section 118.011 is for the preservation and restoration services performed by the County Clerk in connection with maintaining a County Clerk's records archive. The County Clerk shall prepare a written plan for the preservation and restoration of the county court records archive; a public hearing will be held each year to consider the plan. The County Clerk may collect the Records Archive Fee up to $10. **Effective October 1, 2020** this fee was set to $6 by Commissioners Court.

REVENUE

499998	Cash Carryforward	$	6,514,856
424173	Archive Fee		1,200,000
451002	Investment Income		175,000
	Total	**$**	**7,889,856**

BUDGET

(by Commitment Item Group)

County Clerk

Personnel	$	482,075
Materials and Supplies		111,000
Building Cost		110,000
Capital		1,400,000
Transfers/Reserves/Debt		5,786,781
Total	**$**	**7,889,856**

BUDGET

(Detail)

4820111000 - County Clerk Preservation

511011	Salaries (9)	$	399,494
513011	FICA		30,562
513021	Retirement		48,019
513031	Employee Group Insurance		0
514011	Mileage Allowance		4,000
521011	Supplies		100,000
524161	Advertising / Legal Notice		6,000
526021	Equipment Maintenance		5,000
531012	Space Lease Rental		110,000
540000	Capital		1,400,000
595055	Undesignated		5,786,781
	Total	**$**	**7,889,856**

21300-2026 - RECORDS PRESERVATION AND RESTORATION (cont'd)

AUTHORIZED POSITIONS

Grade	Title	# Auth
15	Micro-Imaging Scanner Operator	**9**

CAPITAL

Description	Total Cost
Computers, Scanners, Copiers, Safes, Remodel, Fire/Water Resistant Containers, Software, and Equipment	**$ 1,400,000**

21400-2026 - COURT RECORD PRESERVATION

Established by the 81st Legislative Session and effective September 1, 2009, House Bill 3637 adds an additional filing fee under Government Code Section 51.708 for civil cases in certain courts. In addition to all other fees authorized or required by other law, the Clerk of a County Court, statutory County Court, or District Court shall collect a filing fee of not more than $10 in each civil case filed in the court to be used for court record preservation for the courts in the county. The money in the account may be used only to digitize court records and preserve the records from natural disasters. The court record preservation account shall be administered by or under the direction of Commissioners Court. **Effective January 1, 2022 SB41**, Government Code 51.708 is repealed.

REVENUE

499998	Cash Carryforward	**$**	**330,151**

BUDGET

4810010000 - District Clerk

500000	Rollup - All Expenditures	**$**	**330,151**

21500-2026 - DISTRICT COURT RECORD PRESERVATION

Established by the 81st Legislative Session, effective June 19, 2009, a fee for "Record Archive" under Government Code Section 51.305 is for the preservation and restoration services. **Amended effective September 1, 2020** Commissioners Court may adopt a District Court records archive fee of not more than $10 for the filing of a suit. Money generated from the fee may be expended only for the preservation and restoration of the District Court records archive. The District Clerk shall prepare a written plan for the preservation and restoration of the district court records archive; a public hearing will be held each year to consider the plan. The Commissioners Court may not impose a fee after the District Court records archive preservation and restoration project is complete. **Effective January 1, 2022 SB41**, Government Code Section 51.305 is repealed. However, fees will continue to be collected on cases where fee was assessed prior to January 1, 2022.

REVENUE

499998	Cash Carryforward	**$**	**42,595**

BUDGET

4810010000 - District Clerk

500000	Rollup - All Expenditures	**$**	**42,595**

District Clerk will utilize this fund primarily to continue the DC Records Book Preservation Project to refurbish some of the oldest documents that are archived.

21600-2026 - DISTRICT COURT RECORDS MGT & PRESERVATION FUND

Established October 1, 2020; Government Code Section 51.317 requires a $10 Records Management and Preservation fee collected by the District Clerk. This fee is split by sending $5 to the county records management and preservation for records management and preservation, including automation (fund 21200); and $5 to the district clerk records management and preservation (fund 21600) for records management and preservation services performed by the district clerk when a case or document is filed in the records office of the district clerk. **Effective January 1, 2020**, Local Government Code Section 134.101 requires $25 of the Local Consolidated Fee on Conviction of a Felony be deposited in this fund. **Effective January 1, 2022 by SB41**, Government Code Section 51.317 is repealed ($5). Local Government Code Section 135.101 allocates $30 of the Local Consolidated Civil initial filing fee and $20 of subsequent filing fee.

REVENUE

499998	Cash Carryforward	$	2,200,751
424213	District Clerk - Filing Fee		1,000,000
424214	District Clerk - Conviction Fee		70,000
451002	Investment Income		70,000
	Total	**$**	**3,340,751**

BUDGET

4810010000 - District Clerk

500000	Rollup - All Expenditures	**$**	**3,340,751**

AUTHORIZED POSITIONS

Grade	Title	# Auth
17	Records Processing Supervisor	1
15	Micro-Imaging Scanner Operator	15
	Total	**16**

These positions will (1) review, scan, verify and prepare for destruction, district court documents filed before 1951 where allowed under applicable statues, rules and court orders; (2) review, scan, verify and prepare for destruction, district court documents filed after 1952 and before 1984; (3) review, scan, verify and prepare for destruction, district court documents filed after 1984 where allowed under applicable statutes, rules and court orders; (4) review, verify integrity and scan (where feasible) court docket books that have never been microfilmed and where no backup exists; (5) perform restoration and preservation tasks on all documents and books as needed.

CAPITAL

Capital deemed necessary by the District Clerk.

22100-2026 - COURTHOUSE SECURITY FUND

Established September 1, 1993 and **amended effective January 1, 2020** by SB 346; Code of Criminal Procedure Section 102.017 was repealed. Local Government Code Sections 134.101, 134.102, and 134.103 changed allocations to this fund. Sections 134.101 and 134.102 designates $10 from the Local Consolidated fees from Felony and Class A/B Misdemeanors. Section 134.103 designates $5 from the Local Consolidated Fee on Conviction of Nonjailable Misdemeanors. Only 3/4 of this fee ($3.68) is deposited in this fund. This fund is to assist counties with courthouse security. Salaries for security guards are budgeted in the General Fund, once the fee is collected it is transferred to the General Fund. **Effective January 1, 2022** by SB41, Local Government Code 291.008 and Government Code 101.0615(2) ($5 on Civil filings) are repealed. Local Government Code 135.101 and 135.102 allocates $20 of the Local Consolidated Civil and Local Civil Fee for Probate, Guardianship and Mental Health cases on initial filings.

REVENUE

424167	Security Fees - County Clerk	$	385,000
424206	Security Fees - District Clerk		697,675
426101	JP1 Fees		125
426201	JP2 Fees		1,200
426301	JP3 Fees		700
426401	JP4 Fees		2,500
426501	JP5 Fees		5,000
426601	JP6 Fees		6,000
426701	JP7 Fees		1,600
426801	JP8 Fees		200
	Total	**$**	**1,100,000**

BUDGET

1140100000 - Non-Departmental

591001	Operating Transfer *(To General Fund)*	**$**	**1,100,000**

22300-2026 - CONSUMER HEALTH FUND

The Texas Health & Safety Code Section 437.003 authorizes counties to require permits for a variety of establishments. Section 437.012 states a county or public health district may require the payment of a fee for issuing or renewing a permit; fees collected by a county shall be deposited to the credit of a special fund of the county and fees collected by the cooperative agreement under which the district operates; fees deposited as provided by this section may be spent only for conduction of inspections required by the chapter and issuing permits.

The consumer health section of the environmental division of Public Health inspects primarily food establishments and swimming pools. Food handler training revenue is also deposited to this account as it is related to the requirements of the inspected food establishments. Other activities include general consultations, plan review, opening, operating and follow-up inspections as well as complaint and disease investigation inspections as needed.

REVENUE

499998	Cash Carryforward	$	2,995,898
428021	Food Permits		2,250,000
428035	Pool Permits		145,000
	Total	**$**	**5,390,898**

BUDGET

(by Commitment Item Group)

Public Health

Personnel	$	2,253,440
Materials & Supplies		28,265
Building Cost		4,000
Capital		65,940
Other		85,000
Court Costs		250
Travel - Education		6,000
Transfers/Reserves/Debt		2,948,003
Total	**$**	**5,390,898**

BUDGET

(Detail)

5100011000 - Public Health

511011	Salaries (24)	$	1,649,402
513011	FICA		126,180
513021	Retirement		198,258
513031	Employee Group Insurance		273,600
513041	Workers' Compensation		4,000
513051	Unemployment Insurance		1,000
514011	Mileage Allowance		1,000

22300-2026 - CONSUMER HEALTH FUND (cont'd)

BUDGET *(Detail) - Continued*

521011	Supplies		1,500
521021	Computer Supplies		2,000
521115	Postage		6,000
522065	Education Material		500
522067	Printing-Publication		2,000
523055	Field Equipment & Supplies		5,000
524001	Dues		900
524161	Advertise/Leg Notice		500
525073	Telephone-Mobile		8,000
526021	Equipment Maintenance		1,865
531071	Telephone-Basic		4,000
540000	Capital		65,940
565021	Armored Car Messenger		5,000
576171	Vehicle Maintenance		10,000
576182	Fuel		15,000
578025	Software Maintenance and Licenses		55,000
585154	Interpreter Fees		250
588261	Education		6,000
595055	Undesignated		2,948,003
	Total	**$**	**5,390,898**

AUTHORIZED POSITIONS

Grade	Title	# Auth
73	Supervisor, Environmental Health Consumer Services	2
72	Sanitarian III	3
71	Sanitarian II	5
70	Sanitarian I	12
14	General Office Clerk IV	2
	Total	**24**

CAPITAL

Description		Total Cost
Vehicles	$	59,500
Multifunctional Color Printer & Copier		6,440
	$	**65,940**

22400-2026 - JUVENILE DELINQUENCY PREVENTION FUND

Effective September 1, 1997, the Code of Criminal Procedure Section 102.0171 established the Graffiti Eradication Fund. A defendant convicted of an offense under Penal Code 28.08 (graffiti) in a County Court, County Court at Law, or District Court shall pay a $50 fine. The fund designated for this purpose may be used only to: (1) repair damage caused by the commission of graffiti offenses, (2) provide educational and intervention programs, (3) provide public rewards, (4) provide teen recognition/recreation programs, (5) provide funding for local teen court programs, (6) provide funding for juvenile probation department, or (7) provide educational and intervention programs designed to prevent juveniles from engaging in delinquent conduct. The County graffiti fund shall be administered by or under the direction of Commissioners Court. **Effective January 1, 2022 by SB41**, Family Code section 54.0461 was repealed.

REVENUE

499998	Cash Carryforward	**$**	**4,685**

BUDGET

2610110000 - Juvenile Services

500000	Rollup - All Expenditures	**$**	**4,685**

22500-2026 - DISPUTE RESOLUTION

Established October 1, 2020; the Civil Practices and Remedies Code Section 152.004, an alternative dispute resolution system is an informal forum in which mediation, conciliation or arbitration is used to resolve disputes among individuals, including those having an ongoing relationship such as relatives, neighbors, landlords/tenants, employers/employees, and merchants/customers. Commissioners Court may set a court cost in an amount not to exceed $15 to certain district, county and probate cases to fund this program. **Effective January 1, 2022** by SB41, Civil Practice and Remedies Code Section 152.004 is repealed. Local Government Code 135.101 and 135.102 allocates $15 of the Local Consolidated Civil and Local Civil Fee for Probate, Guardianship, and Mental Health cases on initial filings. Local Government Code 135.103 allocates $5 of the Local Consolidated Civil Fee for Justice Court on initial civil filings and any action other than an original action for a civil case. Reserves are set aside for contracts as needed.

REVENUE

499998	Cash Carryforward	$	3,534,817
429703	Dispute Resolution Fee		1,000,000
451002	Investment Income		126,000
	Total	**$**	**4,660,817**

BUDGET

(by Commitment Item Group)

Dispute Resolution		
Personnel	$	469,755
Materials and Supplies		5,650
Capital		5,000
Contracts		230,000
Other		6,000
Travel - Education		7,300
Transfers/Reserves/Debt		3,758,277
Total	**$**	**4,481,982**
County Court at Law #1		
Personnel	**$**	**101,545**
Justice of the Peace Precinct 2		
Personnel	**$**	**77,290**
Fund Total	**$**	**4,660,817**

22500-2026 - DISPUTE RESOLUTION (cont'd)

BUDGET *(Detail) - Continued*

BUDGET

(Detail)

4210100000 - County Court at Law #1

511011	Salaries (1)	$	75,328
513011	FICA		5,763
513021	Retirement		9,054
513031	Employee Group Insurance		11,400
	Total	**$**	**101,545**

4420100000 - Justice of the Peace Precinct 2

511011	Salaries (1)	$	55,060
513011	FICA		4,212
513021	Retirement		6,618
513031	Employee Group Insurance		11,400
	Total	**$**	**77,290**

4840100000 - Dispute Resolution

511011	Salaries (4)	$	352,365
513011	FICA		26,956
513021	Retirement		42,354
513031	Employee Group Insurance		45,600
514011	Mileage Allowance		2,000
514041	Mobile Phone Allowance		480
521011	Supplies		4,000
521115	Postage		600
522068	Books/Pamphlets		250
524001	Dues		800
540000	Capital		5,000
569011	Professional Service		230,000
576341	Promotional Expenses		3,000
578025	Software Maintenance and License		3,000
588261	Education		7,300
595055	Undesignated		3,658,277
595056	Reserves		100,000
	Total	**$**	**4,481,982**

Fund Total	**$**	**4,660,817**

22500-2026 - DISPUTE RESOLUTION (cont'd)

AUTHORIZED POSITIONS

Grade	Title	# Auth
75	Dispute Resolution Director	1
73	Program Manager (Reclassification)	1
72	Program Coordinator	1
	Total	**3**

Dispute Resolution organizationally will be under the Domestic Relations Office effective 10/1/2025.

NEW POSITIONS

Grade	Title	# Auth
72	Program Coordinator	1
40	Justice Docket Coordinator	1
17	Court Clerk	1
	Total	**3**

Justice Docket Coordinator position will be under organizational unit 10000656, effective 10/1/2025
Court Clerk position will be under organizational unit 10000461, effective 10/1/2025
Program Coordinator position will be effective 11/1/2025.

CAPITAL

Dispute Resolution

Description	Total Cost
Office Furniture	**$ 5,000**

22600-2026 - PROBATE CONTRIBUTIONS FUND

Effective September 1, 2001, Government Code Section 51.704 created a $40 filing fee on probate, guardianship, mental health or civil cases filed in statutory probate courts, which was in effect at the time it was established. This fee is sent to the comptroller. Use of the fund is established under Section 25.00213; money in the contributions fund may be used only for court-related purposes for the support of the statutory Probate Courts. A county may not reduce the amount of funds provided for the support of the statutory Probate Courts because of availability of funds in the county's contributions fund. Section 25.00211 establishes a minimum $40,000 contribution for each statutory Probate Court. Section 25.00212 establishes the allocation for any excess contributions the State collects.

REVENUE

499998	Cash Carryforward	$	1,141,018
445302	Judicial Reimbursement		80,000
	Total	**$**	**1,221,018**

BUDGET

4230100000 - Probate Court #1

500000	Rollup - All Expenditures	$	659,350

$12,500 has been designated for Guardianship Services and 50% of the salary for the position listed below.

4230200000 - Probate Court #2

500000	Rollup - All Expenditures	$	561,668

$12,500 has been designated for Guardianship Services and 50% of the salary for the position listed below.

Fund Total	**$**	**1,221,018**

AUTHORIZED POSITIONS

Grade	Title	# Auth
73	Guardianship Auditor (Probate Court #2)	0.50
72	Staff Attorney (Probate Court #1)	0.50
	Total	**1**

22700-2026 - JUSTICE COURT TECHNOLOGY FUND

Established January 1, 2004 and amended effective January 1, 2020; the Code of Criminal Procedure Section 102.0173 was repealed. Local Government Code Section 134.103 was added and designates $4 from the Local Consolidated Fee on Conviction of Nonjailable Misdemeanors to be deposited in this fund. The funds are intended to finance the cost of continuing education and training for justice court judges and clerks regarding technological enhancements for justice courts; and the purchase and maintenance of technological enhancements for a justice court, including: computer systems, computer networks, computer hardware, computer software, imaging systems, electronic kiosks, electronic ticket writers and docket management systems. The fund is to be administered by and under the direction of the Commissioners Court.

REVENUE

499998	Cash Carryforward	$	305,592
424151	CC County Criminal Court		4,600
424201	District Clerk		300
426101	JP1 Fees		130
426201	JP2 Fees		1,000
426301	JP3 Fees		600
426401	JP4 Fees		2,000
426501	JP5 Fees		6,000
426601	JP6 Fees		7,000
426701	JP7 Fees		1,700
426801	JP8 Fees		200
451002	Investment Income		10,675
	Total	**$**	**339,797**

BUDGET

1810220000 - IT Project Management			
540000	Capital	$	66,500
1810320000 - IT Service Delivery			
540000	Capital	$	273,297
	Fund Total	**$**	**339,797**

CAPITAL

Description	**Total Cost**
Computer Hardware/Software for JP Courts	**$ 339,797**

22800-2026 - JUSTICE COURT BUILDING SECURITY FUND

Established September 1, 2005 and amended effective January 1, 2020, the Code of Criminal Procedure Section 102.017 was repealed by Senate Bill 346. Local Government Code Section 134.103 was added. Designating $5 from the Local Consolidated Fee on Conviction of Nonjailable Misdemeanors. Only 1/4 of this fee ($1.20) is deposited in this fund. This fund is to assist counties with courthouse security. Salaries for security guards are budgeted in the General Fund, once the fee is collected it is transferred to the General Fund.

REVENUE

424167	CC Courthouse Security	$	2,000
424206	DC Courthouse Secruity		100
426101	JP1 Fees		50
426201	JP2 Fees		400
426301	JP3 Fees		250
426401	JP4 Fees		850
426501	JP5 Fees		2,000
426601	JP6 Fees		2,300
426701	JP7 Fees		500
426801	JP8 Fees		50
	Total	**$**	**8,500**

BUDGET

1140100000 - Non-Departmental

591001	Operating Transfer *(To General Fund)*	**$**	**8,500**

22900-2026 - CHILD ABUSE PREVENTION FUND

Established October 1, 2007, the Code of Criminal Procedure, Article 102.0186 establishes a fine of $100 upon conviction of certain child sexual assault and related offenses to be deposited in a child abuse prevention fund. The fund may only be used to finance child abuse prevention programs in the county and shall be administered by or under the direction of the Commissioners Court.

REVENUE

499998	Cash Carryforward	$	34,243
424214	Conviction Fee		4,000
451002	Investment Income		1,050
	Total	**$**	**39,293**

BUDGET

1140100000 - Non-Departmental

595055	Undesignated	$	34,293

4131500000 - 233rd District Court

566071	Child Advocates *Funds are appropriated in the General Fund for CASA. An additional $5,000 is provided by this fund.*		5,000
	Fund Total	**$**	**39,293**

23100-2026 - GUARDIANSHIP FUND

Established September 1, 2007, Local Government Code Section 118.067 created a $20 Supplemental Court-Initiated Guardianship Fee "Guardianship Fee". The fee must be deposited in the Court-Initiated Guardianship Fund and may be used only to supplement other county funds used to pay compensation of a guardian ad litem, an attorney ad litem, and fund local guardianship programs for indigent incapacitated persons. **Effective January 1, 2022** by SB41, Local Government Code Section 118.067 is repealed ($20). Local Government Code 135.102 allocates $20 of Local Civil Fee for Probate, Guardianship, and Mental Health cases on initial and subsequent filings.

REVENUE

499998	Cash Carryforward	$	165,757
424155	Guardianship		110,000
451002	Investment Income		3,990
	Total	**$**	**279,747**

BUDGET

1140100000 - Non-Departmental

566084	Guardianship Services Inc.	$	110,000
595055	Undesignated		169,747
	Total	**$**	**279,747**

23200-2026 - DRUG & ALCOHOL COURT

Established September 1, 2007 under Health and Safety Code Section 469.006 and was transferred effective September 1, 2013 to Government Code Section 123.006. Requires the commissioners court of a county with a population of more than 200,000 shall establish a drug court. Subchapter A, Chapter 102, Code of Criminal Procedure adds Article 102.0178 assessing a $60 court cost on conviction of an offense punishable as a Class B misdemeanor or any higher category under Chapter 49, Penal Code or Chapter 481, Health & Safety Code. The county retains 50% of the fee. CCP 102.0178 was repealed **effective January 1, 2020**.

REVENUE

499998	Cash Carryforward	**$**	**70,671**

BUDGET

4192500000 - Criminal Courts Support

500000	Rollup - All Expenditures	**$**	**70,671**
	FODP - Criminal Court Drug Related Program		

23300-2026 - COUNTY & DISTRICT COURT TECHNOLOGY FUND

Established September 1, 2009 and amended effective January 1, 2020, the Code of Criminal Procedure Section 102.0169 was repealed by Senate Bill 346. Local Government Code Sections 134.101 and 134.102 were added and designate $4 from the Local Consolidated Fee on Conviction of Felony or Class A/B Misdemeanor to be deposited in this fund. The fund may be used only to finance the cost of continuing education and training for County Court, Statutory County Court, or District Court judges and clerks regarding technological enhancements for those courts and the purchase and maintenance of technological enhancements for a County Court, Statutory County Court, or District Court including computer systems, networks, hardware/software, imaging systems, electronic kiosks, and docket management systems. This fund shall be administered by the Commissioners Court.

REVENUE

499998	Cash Carryforward	$	330,390
424175	CC Conviction Fee		18,000
424214	DC Conviction Fee		12,000
451002	Investment Income		11,550
	Total	**$**	**371,940**

BUDGET

1810320000 - IT Service Delivery

540000	Capital *For statutory District and County Courts' hardware/software needs*	**$**	**371,940**

CAPITAL

Description	**Total Cost**	
Computer Hardware/Software	**$**	**371,940**

23400-2026 - SPECIALTY COURT FUND

Established October 1, 2020 by the 86th Legislation, Local Government Code Section 134.153, created the Specialty Court Fund. Money allocated under Local Government Code Section 134.101 created a $25 Local Consolidated Fee on Conviction of Felony and Section 134.102 created a $20 Local Consolidated Fee on Conviction of Class A or B Misdemeanor, to the county specialty court account maintained in the county treasury as required by Section 134.151. These funds may be used by a county only to fund specialty court programs established under Subtitle K, Title 2, Government Code.

REVENUE

499998	Cash Carryforward	$	51,217
424151	CC County Criminal Court Fee		90,000
424201	District Clerk Fees		65,000
451002	Investment Income		2,100
	Total	**$**	**208,317**

BUDGET

4192500000 - Criminal Court Support

500000	Rollup - All Expenditures	**$**	**208,317**

REDUCTION IN FORCE

Administrative Assistant II, Gr. 15, P.#20006604, Effective 1/1/2026

23500-2026 - TRUANCY PREVENTION AND DIVERSION FUND

Established January 1, 2020, Local Government Code Section 134.156 created the Local Truancy Prevention and Diversion Fund. Money allocated under Section 134.103 Local Consolidated Fee on convictions of Class C Misdemeanor Convictions $5 may be used to finance the salary, benefits, training, travel expenses, office supplies, and other necessary expenses relating to the position of a juvenile case manager employed under Article 45.056, Code of Criminal Procedure. If there is money in the fund after those costs are paid and with the approval of Commissioners Court, a juvenile case manager may direct the remaining money to be used to implement programs directly related to the duties of the juvenile case manager, including juvenile alcohol and substance abuse programs, educational and leadership programs, and any other projects designed to prevent or reduce the number of juvenile referrals to the court. Money in the fund may not be used to supplement the income of an employee whose primary role is not that of a juvenile case manager.

REVENUE

499998	Cash Carryforward	$	188,434
424151	CC County Criminal Court Fee		5,500
424201	District Clerk Fee		300
426101	JP 1 Fees		150
426201	JP 2 Fees		1,000
426301	JP 3 Fees		800
426401	JP 4 Fees		2,500
426501	JP 5 Fees		5,000
426601	JP 6 Fees		8,000
426701	JP 7 Fees		2,000
426801	JP 8 Fees		200
451002	Investment Income		6,300
	Total	**$**	**220,184**

BUDGET

1140100000 - Non-Departmental

500000	Rollup - All Expenditures	**$**	**220,184**

This fund is for programs including juvenile alcohol and substance abuse, education and leadership, and other projects designed to prevent or reduce the number of juvenile referrals to the court.
Case Manager funded in T0450 Public Health 1115 Waiver Fund.

23600-2026 - LANGUAGE ACCESS FUND

Established January 1, 2022 by SB41, Local Government Code Section 134.155 created the Language Access Fund maintained in the county treasury as required by Section 135.151. These funds may be used by a county only to provide language access services for individuals appearing before the court or receiving court services.

REVENUE

499998	Cash Carryforward	$	296,979
424174	CC-Filing Fee		40,000
424213	DC-Filing Fee		38,000
426101	Fees - JP 1		24,000
426201	Fees - JP 2		38,000
426301	Fees - JP 3		17,000
426401	Fees - JP 4		20,000
426501	Fees - JP 5		19,000
426601	Fees - JP 6		16,000
426701	Fees - JP 7		35,000
426801	Fees - JP 8		28,000
	Total	**$**	**571,979**

BUDGET

1140100000 - Non-Departmental

591001	Operating Transfer *(To General Fund)*	$	200,000
595055	Undesignated		371,979
	Total	**$**	**571,979**

24100-2026 - LAW LIBRARY

Established September 1, 1987, Local Government Code Section 323.023 created the Law Library Fund. A sum set by the Commissioners Court not to exceed $35 shall be taxed, collected, and paid as other costs in each civil case filed in a County or District court, except suits for delinquent taxes. The fund may be used only for: (1) establishing the law library after the entry of the order creating it; (2) purchasing or leasing library materials, maintaining the library, or acquiring furniture, shelving, or equipment for the library; or (3) purchasing or leasing library materials or acquiring library equipment, including computers, software, and subscriptions to obtain access to electronic research networks for use by judges in the county (up to $175,000 each year). **Effective January 1, 2022** by SB41, Local Government Code 323.023 is repealed. Local Government Code 135.101 and 135.102 allocates $35 of the Local Consolidated Civil and Local Civil Fee for Probate, Guardianship, and Mental Health cases on initial filings.

REVENUE

499998	Cash Carryforward	$	2,143,282
424176	Library Fees - County Clerk		480,000
424215	Library Fees - District Clerk		950,000
485003	Other Revenue		35,000
	Total	**$**	**3,608,282**

BUDGET

(by Commitment Item Group)

Law Library		
Personnel	$	774,118
Materials and Supplies		625,100
Capital		18,500
Contract		3,000
Other		20,000
Travel - Education		20,000
Transfers/Reserves/Debt		1,846,564
Total	**$**	**3,307,282**
Judicial Law Library		
Materials and Supplies	$	235,000
Transfers/Reserves/Debt		66,000
Total	**$**	**301,000**
Fund Total	**$**	**3,608,282**

BUDGET

(Detail)

4860100000 - Law Library

511011	Salaries (8)	$	569,902
513011	FICA		43,599
513021	Retirement		68,417
513031	Employee Group Insurance		91,200

24100-2026 - LAW LIBRARY (cont'd)

***BUDGET** (Detail) - Continued*

513041	Workers' Compensation		1,000
521011	Supplies		12,500
521021	Computer Supplies		2,500
521115	Postage		100
524001	Dues		2,000
524151	Law Books		300,000
524153	On-Line Service (Westlaw)		300,000
526021	Equipment Maintenance		8,000
540000	Capital		18,500
565021	Armored Car/Messenger		3,000
575011	Casualty Insurance		2,000
576341	Promotional Expenses		8,000
578025	Software Maintenance and Licenses		10,000
588261	Education		10,000
588291	Travel		10,000
595055	Undesignated		1,846,564
	Total	**$**	**3,307,282**

4865100000 - Judicial Law Library

524151	Law Books	$	150,000
524153	On-Line Services (Westlaw)		85,000
595055	Undesignated		66,000
	Total	**$**	**301,000**
	Fund Total	**$**	**3,608,282**

AUTHORIZED POSITIONS

Grade	Title	# Auth
3	Law Library Director	1
72	Law Library Assistant Director	1
71	Law Librarian	2
16	Legal Information Specialist	3
	Total	**7**

NEW POSITIONS

Grade	Title	# Auth
71	Law Librarian	1
	Effective 11/1/2025	

CAPITAL

Capital will be identified as needed.

24200-2026 - CONTINUING EDUCATION FUND

Established September 1, 1987 Local Government Code Sections 118.064 and 118.052 designates that this fund receives a fee of $5 for each cause of action filed in a Probate Court. **Effective January 1, 2022** by SB41, Local Government Code Section 118.064 and 118.052(A)(vi) ($5 for Additional Fee) are repealed. Local Government Code Section 135.102 allocates $5 of the Local Civil Fee for Probate, Guardianship, and Mental Health cases on initial filings. The money is specified to be used for the continuing education of the judge and judge's staff of the Probate Courts. Funds may be used for travel and related expenses to attend any of the continuing judicial education activities of any of the organizations accredited by the State Supreme Court and continuing education. Commissioners Court approval is necessary and itemized receipts are required for reimbursement.

Occupation Code Section 1701.157 provides allocation for continuing education and training of law enforcement.

REVENUE

499998	Cash Carryforward	$	261,175
425101	Fees - Probate Courts		26,000
	Total	**$**	**287,175**

BUDGET

2110010000 - Sheriff Admin	588261	Education	$	80,975
2120910000 - Sheriff-Confinement	588261	Education		53,000
2210100000 - Constable Precinct 1	588261	Education		4,500
2220100000 - Constable Precinct 2	588261	Education		9,000
2230100000 - Constable Precinct 3	588261	Education		6,500
2240100000 - Constable Precinct 4	588261	Education		4,500
2250100000 - Constable Precinct 5	588261	Education		9,000
2260100000 - Constable Precinct 6	588261	Education		10,500
2270100000 - Constable Precinct 7	588261	Education		10,500
2280100000 - Constable Precinct 8	588261	Education		7,500
2410100000 - Fire Marshal	588261	Education		2,000
4230100000 - Probate Court #1	588261	Education		40,000
4230200000 - Probate Court #2	588261	Education		40,000
4510400000 - Criminal DA Investigations	588261	Education		4,000
4880100000 - Courts/Judiciary	585012	Probate Presiding Judge		5,200
Total			**$**	**287,175**

The amounts listed above are subject to change if cash carryforward is not as originally projected.

24300-2026 - APPELLATE JUDICIAL SYSTEM FUND

Established October 2, 1991 Court Order #65971 established an Appellate Judicial System Fund, pursuant to the Texas Government Code Section 22.2031. Management of the system is vested in the Chief Justice of the Second Court of Appeals and funds received from such fees ($5 for each civil suit filed in County Court, Statutory Court, Statutory Probate Court, or District Court) shall be used and disbursed only for the purposes of assisting the Second Court of Appeals. Effective September 1, 2013, after payment of all expenses incurred by Tarrant County (salary supplements, postage, etc.) on behalf of the Court of Appeals, the net balance of the fees in excess of $25,000 will be paid directly to the Court of Appeals on a monthly basis. **Effective January 1, 2022** by SB41, Government Code 22.2031, 22.2041, 22.2051, 22.2061, 22.2071, 22.2081, 22.2091, 22.2101, 22.2121, 22.2131, 22.2141 (all $5) are repealed. Local Government Code 135.101 and 135.102 allocates $5 of the Local Consolidated Civil and Local Civil Fee for Probate, Guardianship, and Mental Health cases on initial filings.

REVENUE

499998	Cash Carryforward	$	25,000
424166	CC Appellate Judicial Fees		70,000
424201	District Clerk Fees		130,000
451002	Investment Income		875
	Total	**$**	**225,875**

BUDGET

4191100000 - Second Court of Appeals

500000	Rollup - All Expenditures	**$**	**225,875**

AUTHORIZED POSITIONS

Title	# Auth
Appeals Judge	**7**

Supplemental pay increased to $12,499.76.

25100-2026 - VEHICLE INVENTORY TAX

Effective January 1, 1994, Tax Code Section 23.122, established a monthly method for vehicle dealers to pre-pay property tax on vehicle inventories. The Tax Collector is to maintain the escrow account for each owner in the county depository. The Collector shall retain any interest generated by the escrow account to defray the cost of administration of the pre-payment procedure. Interest generated by an escrow account created as provided by this section is the sole property of the Collector, and that interest may be used by no entity other than the Collector. In addition, penalties collected by this section may be used only by the Tax Collector.

REVENUE

499998	Cash Carryforward	$	4,826,755
410371	VIT Penalties		162,734
421131	Tax Interest Earnings		415,182
451002	Investment Income		161,000
	Total	**$**	**5,565,671**

BUDGET

(by Commitment Item Group)

	Tax		
	Personnel	$	71,626
	Materials and Supplies		5,000
	Capital		4,122,058
	Contracts		549,608
	Other		5,000
	Travel - Education		549,608
	Transfers/Reserves/Debts		262,771
	Total	**$**	**5,565,671**

BUDGET

(Detail)

1310300000 - Tax-Ad Valorem

511011	Salaries (1)	$	49,912
512011	Overtime Salaries		377
513011	FICA		3,848
513021	Retirement		6,045
513031	Employee Group Insurance		11,400
513041	Workers' Compensation		44
521011	Supplies		5,000
540000	Capital		4,122,058
569011	Professional Services		549,608

25100-2026 - VEHICLE INVENTORY TAX (cont'd)

BUDGET *(Detail) - Continued*

576285	Meeting Expenses		5,000
588261	Education		274,804
588291	Travel		274,804
595055	Undesignated		262,771
	Total	**$**	**5,565,671**

AUTHORIZED POSITIONS

Grade	Title	# Auth
16	Property Tax Specialist II-VIT	1

CAPITAL

Description		Total Cost
Computer Hardware/Software	$	2,061,029
Furniture & Equipment		2,061,029
Total	**$**	**4,122,058**

45100 - 2026 NON-DEBT CAPITAL

REVENUE

499998	Cash Carryforward	$	49,736,143
451002	Investment Income		1,225,000
491001	Operating Transfer - Capital *(From Gen. Fund)*		11,000,000
	Total	**$**	**61,961,143**

BUDGET

1140100000 - Non-Departmental				
540000	Capital	*Rebudgeted Capital*		125,000
		Copier Replacement	100,000	
		Rifle Rated Ballistic Shields and Helmets -LE	25,000	
562011	Financial Contracts			20,000
591002	Operating Transfer to Other Fund 65100-2026 & 45400-2026			14,330,000
595055	Undesignated			8,800,406
1120100000 - County Administrator				
540000	Capital	*Rebudgeted Capital*		22,000
		Furniture		
1210100000 - County Auditor				
540000	Capital	*FY26 Capital*		4,000
		Chairs	4,000	
1310100000 - Tax Administration				
540000	Capital	*FY26 Capital*		114,001
		Furniture/Chairs	35,320	
		Copiers	61,300	
		Credit Card Terminal and Printers	2,280	
		Kahoot Pro Max Software	2,901	
		NemoQ	10,000	
		Smart Sheet Software	2,200	
1420000000 - Elections				
540000	Capital	*FY26 Capital*		225,700
		Copier	7,500	
		Chairs	2,500	
		Electronic Pollbook Printers	112,500	
		iPad Screen Protectors	3,000	
		iPads (Cellular)	68,400	
		Pollpad Flip Stand	19,800	
		Tape Scanner	12,000	

45100 - 2026 NON-DEBT CAPITAL (cont'd)

1420000000 - Elections (cont.'d)				
540000	Capital	*FY26 Capital*		2,640
		USB-C to USB-A Cables for EPBs	2,640	
		Rebudgeted Capital		313,420
		Curbside Cart Storage	250,000	
		Cart Movers	63,420	
1810110000 - IT Administration				
540000	Capital	*FY26 Capital*		46,500
		Copiers	11,500	
		Furniture/Chairs	35,000	
1810201000 - IT Network Ops/Communication				
540000	Capital	*FY26 Capital*		544,000
		Audio/Visual Capital	80,000	
		BDA between TCCJC and TCCC	80,000	
		Console Server for Colo	6,000	
		Digital Signage NUC Migration	35,000	
		Domain Controller	80,000	
		Family Courts Audio Upgrade	65,000	
		LAN Switches to Add Data Ports	50,000	
		Cisco Fire Power Router (VPN)	18,000	
		Router for New Colo Space	60,000	
		UPS	70,000	
		Rebudgeted Capital		1,162,211
		Audio/Visual Capital	40,000	
		ISP Upgrade	10,000	
		L3 Switch Upgrade	68,869	
		Secure IT Racks	46,420	
		Server Replacement	20,000	
		Thousand Eyes Internet Path Pool	80,000	
		Build-Out for Development Environment for BADS	400,000	
		Network Router Deployment	18,000	
		Megaport to AWS	40,000	
		Network Security Improvements	8,600	
		Plaza ACI Switch Fabric Upgrade	28,196	
		Enterprise Contact Center Upgrade	374,015	
		Wi-Fi Infrastructure Upgrade	16,646	
		Server - SO	11,465	

45100 - 2026 NON-DEBT CAPITAL (cont'd)

1810220000 - IT Project Management Office				
540000	Capital	*Rebudgeted Capital*		1,330,958
		LIMS Go Live	36,456	
		LIMS Replacement - ME	149,697	
		RFID Tracking System	368,583	
		Case Financials	151,436	
		Contract Management Software - CDA	120,948	
		Enterprise Management	14,947	
		Tech Share Dev Completion	315,967	
		Mass Billing Phase 3	14,016	
		Notifications	90,000	
		Tax System Enhancements	68,908	
1810300000 - IT Security				
540000	Capital	*FY26 Capital*		275,000
		Data Loss Prevention	100,000	
		Identity Access Management	175,000	
		Rebudgeted Capital		17,621
		Threat Management Augmentation	17,621	
1810320000 - IT Service Delivery				
540000	Capital	*FY26 Capital*		525,000
		Loop Request/Computer Equip w/Peripherals/Audio Visual	525,000	
		Rebudgeted Capital		
		Loop Request/Computer Equip w/Peripherals/Audio Visual-RB	652,321	1,212,628
		Printer/Scanner Refresh-RB	108,378	
		Service Now Relaunch	451,929	
1810500000 - IT Disaster Management Business Continuity				
540000	Capital	*FY26 Capital*		84,000
		Router	60,000	
		Cisco Fire Power Router (VPN)	18,000	
		Console Server	6,000	
		Rebudgeted Capital		123,435
		ACI Fabric Upgrade	28,435	
		NCS2006 Processor Module	95,000	

45100 - 2026 NON-DEBT CAPITAL (cont'd)

1820100000 - Human Resources

540000	Capital	*FY26 Capital*		6,420
		Copier	5,000	
		Cotton Candy Machine	500	
		Hot Dog Machine	270	
		Popcorn Machine	350	
		Snow Cone Machine	300	

1830100000 - Purchasing

540000	Capital	*FY26 Capital*		800
		Furniture/Chairs	800	

1860100000 - Facilities Administration

540000	Capital	*FY26 Capital*		6,000
		Furniture/Chairs	6,000	
		Rebudgeted Capital		75,000
		Ballistic Glass Partitions for Constables	75,000	

1860300000 - Graphics

540000	Capital	*FY26 Capital*		231,250
		Coil Inserter & Cutter	6,000	
		Comb Opener	3,000	
		Cutter, Creaser & Folding Unit	95,500	
		Photo Booth Printer	1,750	
		Poster/Vinyl Printer & Cutter	125,000	

2110010000 - Sheriff-Administration

540000	Capital	*FY26 Capital*		15,068
		Furniture/Chairs	15,068	

2110110000 - Sheriff-Employee Resource

540000	Capital	*FY26 Capital*		9,500
		Copier	5,500	
		Furniture	4,000	
		Rebudgeted Capital		2,400,000
		Firearms	500,000	
		Safety Tactical Gear	200,000	
		Tasers	1,500,000	
		LEEP/K9	100,000	
		AEDs	100,000	

45100 - 2026 NON-DEBT CAPITAL (cont'd)

2110310000 - Sheriff-Communications					
	540000	Capital	*Rebudgeted Capital*		229,094
			CAD	229,094	
2110410000 - Sheriff-Investigations					
	540000	Capital	*FY26 Capital*		140,418
			ALS Flashlights	20,600	
			Camera and Accessories	18,000	
			Copier	6,000	
			Furniture	3,318	
			Latent Print Software & Workstations	30,000	
			Vigilant Solutions Data Platform	17,000	
			VS Tracking Software	20,000	
			Offender Watch Software	25,500	
2110510000 - Sheriff-Patrol					
	540000	Capital	*FY26 Capital*		69,453
			Crash Data Recovery System (Tesla)	1,435	
			Lighting System	9,000	
			Chair	1,010	
			Trimble X Terrestrial Laser Scanner	58,008	
2110610000 - Sheriff Courts/Security					
	540000	Capital	*FY26 Capital*		7,895
			Chairs	1,905	
			Brush Mower	5,990	
2120910000 - Sheriff-Confinement					
	540000	Capital	*FY26 Capital*		55,384
			ID Card Printer	2,800	
			Furniture/Chairs	52,584	
			Rebudgeted Capital		400,000
			Kitchen Equipment/Appliances	100,000	
			Self-Contained Breathing Apparatus/Air Bottle Filler & Ancillary Equipment	250,000	
			Portable Radios	50,000	

45100 - 2026 NON-DEBT CAPITAL (cont'd)

2210100000 - Constable Precinct #1				
540000	Capital	*FY26 Capital*		32,300
		Ballistic Shields	12,000	
		Rifle Optics	6,300	
		Rifles	14,000	
		Rebudgeted Capital		9,000
		Table & Chairs	9,000	
2220100000 - Constable Precinct #2				
540000	Capital	*FY26 Capital*		44,740
		Breaching Entry Tool	900	
		Gun Cases	400	
		Mountable Flashlights	2,000	
		Pistols	7,440	
		Ballistic Shield	12,000	
		Tasers	22,000	
2230100000 - Constable Precinct #3				
540000	Capital	*FY26 Capital*		19,260
		Wireless Headphones	5,760	
		Chairs	6,400	
		Rifle Mounted Flashlights	4,400	
		Rifle Rack	2,700	
2240100000 - Constable Precinct #4				
540000	Capital	*FY26 Capital*		
		Copier	5,000	17,000
		Pistols	12,000	
2250100000 - Constable Precinct #5				
540000	Capital	*FY26 Capital*		4,087
		Copier	4,087	
2260100000 - Constable Precinct #6				
540000	Capital	*Rebudgeted Capital*		24,500
		Firearms	24,500	
2280100000 - Constable Precinct #8				
540000	Capital	*FY26 Capital*		51,800
		Firearms	46,800	
		Weapons Safe	5,000	

45100 - 2026 NON-DEBT CAPITAL (cont'd)

2310100000 - Medical Examiner				
540000	Capital	*FY26 Capital*		88,650
		Autopsy Table	33,000	
		Agilent 6-Column Selector Valve Head	2,500	
		Chairs	22,500	
		Evidence Refrigerator	8,250	
		Homogenizer	5,000	
		Cameras & Accessories	10,400	
		Solid-Phase Extraction Manifold	7,000	
		Rebudgeted Capital		6,300
		Barcode Printer & Scanner	5,300	
		Deceased Pauper ID Scanners	1,000	
2510500000 - CSCD				
540000	Capital	*FY26 Capital*		27,640
		ADA Furniture/Chairs	4,360	
		Furniture/Chairs	23,280	
2610110000 - Juvenile Services				
540000	Capital	*FY26 Capital*		58,094
		Furniture/Chairs	25,784	
		Table with Wheels	32,310	
2610410000 - Juvenile-Detention				
540000	Capital	*FY26 Capital*		121,647
		Dishwasher	28,127	
		Furniture/Chairs	80,670	
		Heating Cabinet	2,812	
		Ranger Security Body Scanner	10,038	
3110200000 - Administration Building				
540000	Capital	*Rebudgeted Capital*		391,088
		Offices - HR	5,688	
		Commissioners Court Renovations	250,000	
		Domestic Water Pump	135,400	
3110210000 - Tarrant County Plaza				
540000	Capital	*Rebudgeted Capital*		448,869
		Ballistic Tint to Entrance	27,000	
		Fire Panel System	421,869	

45100 - 2026 NON-DEBT CAPITAL (cont'd)

3110212000 - D. Bagsby SW Sub-Courthouse				
540000	Capital	*Rebudgeted Capital*		298,000
		Detached Garage	298,000	
3110213000 - Miller Avenue Campus				
540000	Capital	*FY26 Capital*		18,000
		Doors	18,000	
		Rebudgeted Capital		181,420
		Ballistic Tint to Entrance	34,570	
		Irrigation System	146,850	
3110217000 - Mansfield Sub-Courthouse				
540000	Capital	*FY26 Capital*		10,000
		Carpet-Constable	10,000	
3110225000 - Sub-Courthouse at Arlington				
540000	Capital	*Rebudgeted Capital*		312,650
		Expand Passport Office	110,475	
		Irrigation System	202,175	
3110301000 - 350 W Belknap Building				
540000	Capital	*Rebudgeted Capital*		430,711
		Renovation Project	420,711	
		Ice & Water Machines	10,000	
3110302000 - Green Bay Building				
540000	Capital	*FY26 Capital*		59,000
		Restroom Renovation	39,000	
		Overhead Doors	20,000	
		Rebudgeted Capital		313,256
		Security Electronics Equipment	10,000	
		Retrofit Lights	295,036	
		Ice & Water Machines	8,220	
3110303000 - Cold Springs Building				
540000	Capital	*FY26 Capital*		16,500
		Wind Screen Wall-Labor Detail	16,500	
		Rebudgeted Capital		89,810
		Site Improvements	79,810	
		Security Electronics Equipment	10,000	

45100 - 2026 NON-DEBT CAPITAL (cont'd)

3110307000 - Corrections Center Building				
540000	Capital	*Rebudgeted Capital*		1,581,728
		Inmate Housing Unit Shower	1,232,570	
		Split System for Electronics Room	12,000	
		Gym Doors	274,360	
		Security Electronics Equipment	46,358	
		Ice & Water Machines	16,440	
3110308000 - Lon Evans Corrections Center				
540000	Capital	*Rebudgeted Capital*		68,586
		Exhaust Fan for Weld Shop	8,000	
		Ice & Water Machine	25,586	
		Pulpers	22,500	
		Security Electronics Equipment	12,500	
3110309000 - Juvenile Center				
540000	Capital	*Rebudgeted Capital*		1,518,694
		Ballistic Tint	103,680	
		Outdoor Bench and Picnic Tables	4,000	
		Carpet	163,000	
		Medical Clinical Expansion	39,951	
		Camera System	144,686	
		Repaint and Reletter Monuments	300,000	
		Restroom Renovations	94,028	
		H-Pod Foundation Leveling	471,350	
		Detention Security Control Equipment	197,999	
3110312000 - Medical Examiner Building				
540000	Capital	*Rebudgeted Capital*		871,959
		Halogen Bulb Light Fixtures	600,000	
		Remodel	271,959	
3110315000 - North Patrol Building				
540000	Capital	*Rebudgeted Capital*		20,000
		Ice & Water Machine	20,000	
3110403000 - 1895 Courthouse				
540000	Capital	*FY26 Capital*		2,000
		Breakroom Conversion-Law Library	2,000	

45100 - 2026 NON-DEBT CAPITAL (cont'd)

3110403000 - 1895 Courthouse (cont'd)

540000	Capital	*Rebudgeted Capital*			1,864,509
		Exterior Lighting Upgrade	123,634		
		Counsel Tables	15,000		
		Acoustic Panels in Courtrooms	100,000		
		VAV Boxes	500,000		
		Drainage Repairs	21,190		
		Cistern Improvements	31,000		
		Office Remodel Constable Pct 1	15,195		
		Fire Alarm System	1,058,490		

3110404000 - Tim Curry Criminal Justice Center

540000	Capital	*FY26 Capital*			67,000
		Breakroom Buildout (DA)	14,500		
		Interview Rooms (DA)	52,500		
		Rebudgeted Capital			621,241
		5th Floor Lawyers Lounge Renovation	60,900		
		Ballistic Tint to Building Entrance	119,520		
		Domestic Water Pump	10,000		
		Maglocks on Store Front Doors	44,500		
		Judicial Compliance Workstation Modifications	10,000		
		Workstations County Clerk	12,000		
		Porch Tiles	364,321		

3110406000 - Family Law Center

540000	Capital	*FY26 Capital*			5,000
		Entry Door Consolidation (DRO)	5,000		
		Rebudgeted Capital			22,920
		Ballistic Tint to Juvenile Center Entrance	18,720		
		Modify Cubicle Walls	4,200		

3110407000 - Tom Vandergriff Civil Courts

540000	Capital	*Rebudgeted Capital*			218,880
		Ballistic Tint to CCA Office	218,880		

45100 - 2026 NON-DEBT CAPITAL (cont'd)

3110502000 - Resource Connection Campus				
540000	Capital	*Rebudgeted Capital*		270,766
		Electrical Switchboards	270,766	
3110601000 - Central Garage Building				
540000	Capital	*FY26 Capital*		19,300
		Overhead Door Control	4,800	
		Ice/Water Machine	4,500	
		Overhead Heater Relocation	8,200	
		Wash Basin	1,800	
3110607000 - Parking - Calhoun St				
540000	Capital	*Rebudgeted Capital*		4,976
		Camera System	4,976	
3110608000 - Parking Plaza				
540000	Capital	*Rebudgeted Capital*		319,050
		Garage Expansion	319,050	
3110701000 - Elections Center				
540000	Capital	*FY26 Capital*		60,372
		Ballot Board Room Expansion	19,800	
		Warehouse Renovations	40,572	
		Rebudgeted Capital		369,257
		Exterior Window Film	22,440	
		Security Upgrades	103,317	
		Fire Suppression System	243,500	
3110901000 - Reproduction Center				
540000	Capital	*Rebudgeted Capital*		99,989
		Recycling Center Dust Collector	99,989	
3420100000 - Resource Connection				
540000	Capital	*FY26 Capital*		2,000
		Scanner	500	
		Furniture/Chairs	1,500	
4111500000 - 48th District Court				
540000	Capital	*FY26 Capital*		7,550
		Copier	7,550	

45100 - 2026 NON-DEBT CAPITAL (cont'd)

4114500000 - 342nd District Court				
540000	Capital	*FY26 Capital*		770
		Chair	770	
4132500000 - 323rd District Court				
540000	Capital	*FY26 Capital*		18,644
		Furniture/Chairs	18,644	
4133100000 - 324th District Court				
540000	Capital	*Rebudgeted Capital*		5,528
		Copier	5,528	
4192500000 - Criminal Court Support				
540000	Capital	*FY26 Capital*		31,770
		Furniture/Chairs	12,000	
		Copiers	19,770	
4210200000 - County Court at Law #2				
540000	Capital	*Rebudgeted Capital*		1,600
		Furniture/Chairs	1,600	
4420100000 - JP Precinct #2				
540000	Capital	*FY26 Capital*		10,080
		Chairs	6,080	
		Metal Detector	4,000	
4430100000 - JP Precinct #3				
540000	Capital	*FY26 Capital*		11,855
		Furniture/Chairs	6,975	
		Copiers	4,880	
4480100000 - JP Precinct #8				
540000	Capital	*FY26 Capital*		9,114
		Furniture/Chairs	9,114	
4510100000 - Criminal DA - Administration				
540000	Capital	*FY26 Capital*		103,000
		Amped Authenticate Software & Training	10,000	
		Cellebrite Guardian	60,000	
		Copiers	33,000	

45100 - 2026 NON-DEBT CAPITAL (cont'd)

4510100000 - Criminal DA - Administration (cont'd)					
	540000	Capital	*FY26 Capital (cont'd)*		95,018
			Cryptocurrency Mapping	45,000	
			Forensic Towers	22,000	
			Furniture/Chairs	28,018	
4810010000 - District Clerk					
	540000	Capital	*FY26 Capital*		108,525
			Furniture/Chairs	33,270	
			Copiers	66,155	
			Cubicle Panels	3,000	
			DVD Duplicator	400	
			JIRA License	1,500	
			Shredder	4,200	
4820104000 - County Clerk Accounting					
	540000	Capital	*FY26 Capital*		442
			Money/Coin Counter	442	
4820106000 - County Clerk Passports					
	540000	Capital	*FY26 Capital*		10,000
			Copier	2,000	
			FastID Passport Photo System	8,000	
			Rebudgeted Capital		20,000
			Furniture/Chairs	20,000	
4820320000 - County Clerk Civil					
	540000	Capital	*FY26 Capital*		6,593
			Fire-Proof Filing Cabinet	6,593	
4830100000 - DRO Administration					
	540000	Capital	*FY26 Capital*		13,000
			Copier	13,000	
4880100000 - Courts Judiciary					
	540000	Capital	*Rebudgeted Capital*		75,000
			Furniture/Equipment for Courts	75,000	
5710100000 - TxAgrilife					
	540000	Capital	*FY26 Capital*		2,950
			Furniture/Chair	350	
			Computer	2,600	

45100 - 2026 NON-DEBT CAPITAL (cont'd)

6110100000 - Precinct #1 General					
	540000	Capital	*FY26 Capital*		900
			Furniture/Chairs	900	
6110200000 - Precinct #1 Garage					
	540000	Capital	*FY26 Capital*		152,910
			Office Demolition	15,000	
			Silicone Coating Roof	106,156	
			Automatic Gate	31,754	
6110300000 - Precinct #1 Maintenance					
	540000	Capital	*FY26 Capital*		1,726,788
			Tandem Dump Truck	381,878	
			Water Truck - 4,000 Gallon	189,919	
			Asphalt Distributor	358,000	
			Non-Nuclear Density Machine	11,991	
			Reclaimer	785,000	
			**Rebudgeted*	1,419,501	1,419,501
6210100000 - Precinct #2 General					
	540000	Capital	*FY26 Capital*		1,000
			Bullet Resistant Vest	1,000	
6210200000 - Precinct #2 Garage					
	540000	Capital	*FY26 Capital*		85,000
			ADA Compliance Updates	50,000	
			Building Signs	30,000	
			Furniture/Chairs	5,000	
			**Rebudgeted*	4,446,986	4,446,986
6210300000 - Precinct #2 Maintenance					
	540000	Capital	*FY26 Capital*		1,606,400
			1/2 Ton Truck	65,000	
			3/4 Ton Truck	132,000	
			Bucket Truck	220,000	
			Copier	7,000	
			Distributor Truck	356,400	
			Gradall	676,500	
			Key Tracking System	20,500	
			Pneumatic Roller	127,500	
			Furniture/Chairs	1,500	
			**Rebudgeted*	777,085	777,085

45100 - 2026 NON-DEBT CAPITAL (cont'd)

6310100000 - Precinct #3 General					
	540000	Capital	*FY26 Capital*		17,000
			Carpet - NE Community Room	17,000	
6310300000 - Precinct #3 Maintenance					
	540000	Capital	*FY26 Capital*		1,676,582
			Asphalt Distributor	379,500	
			Brine Machine	54,000	
			Concrete Drain	44,000	
			Flatbed Pickup	103,500	
			Haul Truck Tractor	330,625	
			Grader	420,475	
			Furniture/Chairs	12,632	
			Pneumatic Roller	295,000	
			Rotary Lift	36,000	
			Upright Freezer	850	
			**Rebudgeted*	287,667	287,667
6410300000 - Precinct #4 Maintenance					
	540000	Capital	*FY26 Capital*		2,129,240
			AC Machine	6,600	
			Asphalt Paver	621,500	
			Brine System and Tank	55,000	
			Cargo Paving Trailer	20,000	
			Drill Press	2,800	
			Hydraulic Press	5,700	
			Miller for Skid Steer	29,140	
			Padfoot Compactor	170,000	
			Pneumatic Compactor	223,500	
			Retroreflectometer and Pole	10,000	
			Road Widener	168,000	
			Skid Steer Loader	156,000	
			Steel Wheel Compactor	175,000	
			Tongue Pull Tilt Trailer	36,000	
			Track Loader	450,000	
			**Rebudgeted*	3,030,294	3,030,294
6840100000 - Transportation					
	540000	Capital	*FY26 Capital*		20,000
			Solar Power Speed Detector Sign	20,000	

45100 - 2026 NON-DEBT CAPITAL (cont'd)

6840300000 - Sign Shop

	540000	Capital	*FY26 Capital*		45,000
			Bitumen Application Trailer System	45,000	

Fund Total **$ 61,961,143**

***Use of Rebudgeted Capital to be determined by Precincts**

45400-2026 - CAPITAL IMPROVEMENT FUND

Established October 1, 2021; Funding is set aside to anticipate long term capital needs and replace depreciating

REVENUE

451002	Investment Income	$	5,950,000
491001	Operating Transfer-Capital *(From Gen. Fund)*		11,835,104
491001	Operating Transfer-Capital (*From Non-Debt Capital*)		10,330,000
499998	Cash Carryforward		182,418,163
	Total	**$**	**210,533,267**

BUDGET

1140100000 - Non-Departmental

562011	Financial Contracts			20,000
595055	Undesignated			6,000,000

1420000000 - Elections

540000	Capital			3,000,000
		Election Equipment	3,000,000	

1810000000 - Information Technology

540000	Capital			34,330,000
		Radios	3,000,000	
		New Computers, MDC, etc	3,000,000	
		Software	3,000,000	
		Strategic Projects (SP)	10,000,000	
		Security XDR & MDR Solution	2,000,000	
		Compute, Storage & Network Refresh Upgrade	4,000,000	
		Video Acquisition & Data Analytics (drones, body cameras)	4,330,000	
		Security Screening System	5,000,000	

45400-2026 - CAPITAL IMPROVEMENT FUND (cont'd)

3110000000 - Facilities - Buildings

540000	Capital			159,683,267
		New Building/Land Acquisition	25,000,000	
		Buildings Renovations/ Improvements/Sprinkler Systems	38,522,256	
		HVACS- Includes AHUS, Chillers, Boilers, RTUs, and Expansion Tanks	25,000,000	
		Generators & Fuel Storage Tanks	10,000,000	
		Elevator Maintenance, Repairs, or Modifications	25,000,000	
		Roofs	25,535,407	
		Security Equipment	10,625,604	

6510100000 - Right of Way

540000	Capital			3,000,000
		Land Acquisition	3,000,000	

6840000000 - Fleet Services

540000	Capital			4,500,000
		Vehicles	4,500,000	

Fund Total **$ 210,533,267**

45500 - 2026 - COURT FACILITY FEE FUND

Established January 1, 2022 by SB41; Local Government Code Section 135.152 states that money allocated under Section 135.101 or 135.102 to the court facility fee fund maintained in the county treasury as required by Section 135.151 may be used by a county only to fund the construction, renovation, or improvement of facilities that house the courts or to pay the principal of, interest on, and costs of issuance of bonds, including refunding bonds, issued for the construction, renovation, or improvement of the facilities.

REVENUE

499998	Cash Carryforward	$	2,397,174
424174	CC Filing Fee		275,000
424213	DC Filing Fee		575,000
451002	Investment Income		70,000
	Total	**$**	**3,317,174**

BUDGET

1860100000 - Facilities Administration

540000	Capital	**$**	**3,317,174**

47600 - 2026 - 2006 BOND ELECTION

REVENUE

499998	Cash Carryforward	$	1,664,714
451002	Investment Income		28,000
	Total	**$**	**1,692,714**

BUDGET

1140100000 - Non-Departmental			
562011	Financial Contracts	$	10,000
3110302000 - Green Bay Building			
540000	Capital		
	Retrofit Lights		402,644
3110307000 - Correction Center Building			
540000	Capital		
	Inmate Housing Unit Shower Replacements		1,280,070
	Fund Total	**$**	**1,692,714**

47700 - 2026 - 2006 BOND FUND (TRANSPORTATION)

REVENUE

499998	Cash Carryforward	$	5,292,644
451002	Investment Income		175,000
	Total	**$**	**5,467,644**

BUDGET

1140100000 - Non-Departmental

562011	Financial Contracts	$	10,000

6840100000 - Transportation

579061	County Projects	$	5,457,644
	Fund Total	**$**	**5,467,644**

47800 - 2026 - 2021 BOND ELECTION (TRANSPORTATION)

REVENUE

499998	Cash Carryforward	$	124,207,492
451002	Investment Income		5,250,000
	Total	**$**	**129,457,492**

BUDGET

1140100000 - Non-Departmental

562011	Financial Contracts	$	10,000
595055	Undesignated		5,240,000

6840100000 - Transportation

579061	County Projects	$	124,207,492
	Fund Total	**$**	**129,457,492**

51200-2026 - OIL & GAS ROYALTY FUND - RESOURCE CONNECTION

On October 16, 2007, Court Order 101787 authorized the conveyance of a Permanent Gas Pipeline Easement and Temporary Construction Easements to Texas Midstream Gas Services LLC at the Resource Connection. Additionally, on April 22 2008, Court Order 102919 approved an Oil and Gas Lease and Agreement with Chesapeake Exploration at the Resource Connection for a 25% royalty and a signing bonus.

It is the objective of the Resource Connection to maintain a balance of $500,000 in this fund.

REVENUE

499998	Cash Carryforward	$	1,802,837
485022	Oil Lease - Royalty		70,000
	Total	**$**	**1,872,837**

BUDGET

3110502000 - Resource Connection Campus

540000	Capital	$	1,372,837
595056	Reserves		500,000
	Total	**$**	**1,872,837**

CAPITAL

Capital will be identified as needed.

61500-2026 - SELF-INSURANCE

This self-insured fund was established to provide resources for liability claims.

REVENUE

499998	Cash Carryforward	$	12,168,254
451002	Investment Income		420,000
491001	Operating Transfer (*from General Fund*)		1,750,000
	Total	**$**	**14,338,254**

BUDGET

(by Commitment Item Group)

Self Insurance (Liability)		
Building Costs	$	350,000
Capital		250,000
Contracts		65,000
Other		2,950,000
Court Costs		400,000
Transfers/Reserves/Debt		10,323,254
Total	**$**	**14,338,254**

BUDGET

(Detail)

1912000000 - Self Insurance (Liability)

532011	Building Maintenance	$	350,000
540000	Capital		250,000
569011	Professional Services		65,000
575021	Damage Claims		250,000
575031	Settlement in Lieu of Litigation		2,500,000
576171	Vehicle Maintenance		200,000
585071	Litigation Expense		400,000
595055	Undesignated		323,254
595056	Reserves		10,000,000
	Total	**$**	**14,338,254**

CAPITAL

Replacement items include, but not limited to, vehicles, equipment, furniture and/or repairs to buildings as needed due to damage, loss or destruction.

61900-2026 - SELF-INSURANCE - WORKERS' COMPENSATION

This self-insured fund was established to provide resources and keep a financial record of workers' compensation claims.

REVENUE

499998	Cash Carryforward	$	5,817,339
451002	Investment Income		192,500
475702	Subrogation Reimbursements		10,000
475711	Stop Loss Recovery		1,000
475907	Workers' Compensation - Operating Funds		3,225,000
475908	Workers' Compensation - Grant Funds		15,000
	Total	**$**	**9,260,839**

BUDGET
(by Commitment Item Group)

	Workers' Compensation		
	Materials and Supplies	$	5,000
	Contracts		515,000
	Other		5,320,000
	Transfers/Reserves/Debt		3,420,839
	Total	**$**	**9,260,839**

BUDGET
(Detail)

1911000000 - Workers' Compensation

522085	Safety/Tactical Supplies	$	5,000
569011	Professional Services (Third Party Administrator)		515,000
575521	Workers' Compensation Claims		5,000,000
575641	Employee Physicals		300,000
576632	Medical Services		20,000
595055	Undesignated		420,839
595056	Reserves		3,000,000
	Total	**$**	**9,260,839**

62100-2026 - COUNTY CLERK PROFESSIONAL LIABILITY

Per Local Government Code Section 82.003(c), Commissioners Court may establish an additional filing fee in an amount not to exceed $5 for each suit filed to be collected by the County Clerk. When the fund reaches an amount equal to that required by this section ($500,000) the clerk shall stop collecting the additional fee. The assessment of this fee ended in FY99. **Effective January 1, 2022** by SB41, Local Government Code Section 82.003(c) was amended by removing the ability to collect an additional fee. The commissioners court may establish a contingency fund to provide the coverage required if it is determined by the county clerk that insurance coverage is unavailable at a reasonable cost.

REVENUE

499998	Cash Carryforward	$	827,487
451002	Investment Income		29,120
	Total	**$**	**856,607**

BUDGET

4820101000 - County Clerk Admin

595055	Undesignated	**$**	**856,607**

62200-2026 - DISTRICT CLERK PROFESSIONAL LIABILITY

Per Government Code Section 51.302(e), Commissioners Court may establish an additional filing fee in an amount not to exceed $5 for each suit filed to be collected by the District Clerk. When the fund reaches an amount equal to that required by this section ($700,000) the clerk shall stop collecting the additional fee. The assessment of this fee ended in FY96. **Effective January 1, 2022** by SB41, Government Code Section 51.302(e) was amended by removing the ability to collect an additional fee. The commissioners court may establish a contingency fund to provide the coverage required if it is determined by the district clerk that insurance coverage is unavailable at a reasonable cost.

REVENUE

499998	Cash Carryforward	$	354,285
451002	Investment Income		14,595
	Total	**$**	**368,880**

BUDGET

4810010000 - District Clerk

585071	Litigation Expense	$	30,000
595055	Undesignated		338,880
	Total	**$**	**368,880**

65100-2026 - EMPLOYEE GROUP INSURANCE BENEFITS

This internal service fund records the funding and disbursements for employee group medical, dental, life and Section 125 programs. Revenues in the fund are from employee payroll deductions, retirees and from all sources (funds) that have salary expenses. Disbursements from the fund are to various providers of our benefit plan. Currently, the County offers a mix of both insured and self-insured benefits.

REVENUE

499998	Cash Carryforward	$	19,200,000
451002	Investment Income		525,000
475100	County Portion - All Funds		65,920,712
475200	Employee Portion - Medical		12,177,000
475300	Employee Portion - Dental		2,365,368
475400	Employee Portion - Life Insurance		1,250,000
475500	Employee Portion - Section 125		1,900,000
475601	Retiree Insurance Premiums		3,500,000
475700	Reimbursements		9,000,000
491001	Operating Transfer - From Gen. Fund		3,000,000
491002	Operating Transfer - From Other Funds		4,000,000
	Total	**$**	**122,838,080**

BUDGET

1140100000 - Non-Departmental			
	Contracts	$	900,000
	Transfers/Reserves/Debt		6,000,000
	Total	**$**	**6,900,000**
1914100000 - Group Insurance-Health			
	Rollup - All Expenditures	**$**	**115,938,080**
	Fund Total	**$**	**122,838,080**

BUDGET

(Detail)

1140100000 - Non-Departmental			
569011	Professional Services	$	900,000
595055	Undesignated		1,000,000
595056	Reserves		5,000,000
	Total	**$**	**6,900,000**
1914100000 - Group Insurance-Health			
500000	Rollup - All Expenditures	**$**	**115,938,080**
	Fund Total	**$**	**122,838,080**

CARPA-2026- AMERICAN RESCUE PLAN ACT

The American Rescue Plan Act (ARPA) provides a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery. It will support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control. Replace lost revenue for eligible state, local, territorial, and Tribal governments to strengthen support for vital public services and help retain jobs. Support immediate economic stabilization for households and businesses and address systemic public health and economic challenges that have contributed to the impact of the pandemic.
The availabilty of funding will end effective December 31,2026.

REVENUE

499998	Cash Carryforward	**$**	**2,714,338**

BUDGET
(Detail)

5460100000 - Prepare for the Future

500000	Rollup - All Expenditures	**$**	**2,714,338**

AUTHORIZED POSITIONS

Grade	Title	# Auth
77	Attorney I, Managing Narcotics	1
76	Attorney V (Felony)	1
75	Attorney IV (Felony)	1
73	Grant Coordinator	1
72	Data Analyst	5
72	Specialist, Communications & Graphic Des	1
71	Building Manager	1
70	Buyer	3
55-II	Investigator	3
53-II	Deputy Constable	7
29	Building Services Technician III	1
17	Administrative Court Clerk	1
16	Administrative Assistant III	1
		27

CARPA-2026- AMERICAN RESCUE PLAN ACT (cont'd)

REDUCTION IN FORCE (RIF)

ARPA Senior Data Analyst, Gr. 74, P# 20007351, Effective 11/1/2025
ARPA Senior Data Analyst, Gr. 74, P# 20007352, Effective 10/1/2025
Program Evaluation Specialist, Gr. 73, P# 20007350, Effective 10/1/2025
Administrative Assistant IV, Gr. 70, P# 20007777, Effective 10/1/2025
Auxiliary Civil Court Coordinator, Gr. 17, P# 20007589, Effective 11/1/2025

D6200-2026 - CRIMINAL DISTRICT ATTORNEY HOT CHECK FEE

Texas Code of Criminal Procedure Title 2, Chapter 102 Art. 102.007 authorizes a Criminal District Attorney to collect a reimbursement fee for the collection and processing of a check, electronic debit, or an automatic bank draft that has been issued in a manner that is an offense of theft, theft of service, a bad check, or a forged check. The Criminal District Attorney may collect the reimbursement fee from any person who is a party to the offenses described in Subsection (a). The amount of reimbursement fee may not exceed statutorily established rates based on the face amount of the check. Reimbursement fees shall be deposited in the County treasury in a special fund to be administered by the Criminal District Attorney. Expenditures from this fund shall be at the sole discretion of the District Attorney to defray salary and expenses of the prosecutor's office but may not be used to supplement his or her own salary.

REVENUE

499998	Cash Carryforward	**$**	**10,159**

BUDGET

4510100000 - Crim DA - Administration

521011	Supplies	$	5,000
540000	Capital		5,159
	Total	**$**	**10,159**

CAPITAL

Purchase or replace equipment that enhances the security or welfare of the public. Some funds may also be used to upgrade facilities as operations dictate.

D8700-2026 - CRIMINAL DISTRICT ATTORNEY - STATE FORFEITURE

This fund was established pursuant to Chapter 59 of the Texas Code of Criminal Procedures allowing the attorney representing the State to collect a portion of the proceeds of forfeited property. The fees deposited in the County treasury are subject to audit and can only be used according to the instructions of the Criminal District Attorney. The funds must be used for official purposes of the Criminal District Attorney's office, that relates to the preservation, enforcement, or administration of the laws of this state, per Code of Criminal Procedure, Title 1, Chapter 59, Article 59.06. Revenue will be budgeted as it is received.

REVENUE

499998	Cash Carryforward	$	2,400,000
451002	Investment Income		87,500
	Total	**$**	**2,487,500**

BUDGET

(by Commitment Item Group)

	Criminal District Attorney		
	Materials and Supplies	$	560,000
	Building Cost		120,000
	Capital		402,500
	Contracts		270,000
	Other		375,000
	Court Costs		435,000
	Travel - Education		325,000
	Total	**$**	**2,487,500**

4510100000 - Crim DA - Administration

521011	Supplies	$	70,000
521021	Computer Supplies		40,000
522035	Range Supplies		75,000
522055	Equipment		50,000
522085	Safety/Tact Supplies		75,000
524001	Dues		150,000
524151	Law Books		50,000
524153	Online Services		50,000
531011	Rent		20,000
532011	Building Maintenance		100,000

D8700-2026 - CRIMINAL DISTRICT ATTORNEY - STATE FORFEITURE (cont'd)

BUDGET *(Detail) - Continued*

540000	Capital		402,500
565079	Crime Prevention & Treatment Programs		50,000
566030	Donations		145,000
569011	Professional Services		75,000
576631	Medical Exams		25,000
578025	Software Maintenance		300,000
579025	Miscellaneous		50,000
585021	Witness Travel		50,000
585045	Court Costs		100,000
585141	Crime Lab Services		50,000
585142	Expert Witness Services		150,000
585152	Polygraph		10,000
585153	Investigative		50,000
585154	Interpreter Fees		25,000
588261	Education		300,000
588291	Travel		25,000
	Total	**$**	**2,487,500**

CAPITAL

Purchase or replace equipment that enhances the security or welfare of the public. Some funds may also be used to upgrade facilities as operations dictate.

D8800-2026- CRIMINAL DISTRICT ATTORNEY
FEDERAL FORFEITURES (JUSTICE)

Established in 2018, United States Code Title 21, Section 881; authorizes law enforcement agencies to receive and dispose of subject property that has been forfeited under any of the provisions of this subchapter.

This fund accounts for forfeitures that are result of agreements with the United States Department of Justice.

Revenue will be budgeted as it is received.

REVENUE

499998	Cash Carryforward	$	160,000
451002	Investment Income		5,950
	Total	**$**	**165,950**

BUDGET

4510100000 - Crim DA - Admin

500000	Rollup - All Expenditures	**$**	**165,950**

CAPITAL

Purchase or replace equipment that enhances the security or welfare of the public. Some funds may also be used to upgrade facilities as operations dictate.

G1100-2026 - 8TH ADMINISTRATIVE JUDICIAL REGION

Established in 2014, pursuant to Government Code, Section 74.050, to account for the supplies for the administrative assistant. Tarrant County is reimbursed by the Eighth Administrative Judicial region for these expenses.

REVENUE

444601	Interlocal Contracts	**$**	**10,000**

BUDGET

4890100000 - 8th Administrative Judicial Region

500000	Rollup - All Expenditures	**$**	**10,000**

S8700-2026 - SHERIFF'S INMATE COMMISSARY FUND

This fund is established pursuant to Section 351.0415 of the Local Government Code. Commissary proceeds are only used to fund, staff, and equip a program addressing the social needs of the inmates, including an educational or recreational program and religious or rehabilitative counseling; supply inmates with clothing, writing materials, and hygiene supplies; establish, staff, and equip the commissary operation and fund the salaries of staff responsible for managing the inmates' commissary accounts; fund staff and equip both an educational and a law library for the educational use of inmates; or fund physical plant improvements, technology, equipment, programs, services, and activities that provide for the well-being, health, safety, and security of the inmates and the facility.

REVENUE

499998	Cash Carryforward	$	2,697,090
451002	Investment Income		87,500
482001	Vending Concessions		3,129,996
	Total	**$**	**5,914,586**

BUDGET

(by Commitment Item Group)

	Sheriff - Confinement		
	Personnel	$	2,219,052
	Materials and Supplies		2,319,765
	Building Costs		56,000
	Capital		998,769
	Contracts		40,000
	Other		181,000
	Education		100,000
	Total	**$**	**5,914,586**

BUDGET

(Detail)

2120910000 - Sheriff - Confinement

511011	Salaries (17.4)	$	1,657,685
511021	Temp/Part-time Salaries		2,000
512103	Certification Pay		4,000
513011	FICA		127,272
513021	Retirement		199,735
513031	Employee Group Insurance		198,360
513041	Workers' Compensation		30,000
521011	Supplies		300,000
521051	Jail Indigent Supplies		145,765
521092	Commissary Inventory Variance		4,000

S8700-2026 - SHERIFF'S INMATE COMMISSARY FUND (cont'd)

BUDGET *(Detail) - Continued*

522021	Bedding & Clothing		700,000
522025	Personal Hygiene		170,000
522051	Custodian Supplies		600,000
522055	Equipment		25,000
522069	Subscriptions		20,000
524153	On-line Services		25,000
526021	Equipment Maintenance and Licenses		80,000
529211	Laundry Services		250,000
531071	Telephone - Basic		1,000
531074	Data Transmission Line		5,000
532011	Building Maintenance		50,000
540000	Capital		998,769
565073	Counseling Services		20,000
569011	Professional Services		20,000
576285	Meeting Expenses		1,000
578025	Software Maintenance		100,000
579016	Canine Expense		60,000
579041	Recreation		20,000
588261	Education		100,000
	Total	**$**	**5,914,586**

AUTHORIZED POSITIONS

Grade	Title	# Auth
78	Inmate Services Chief	0.90
74	Chaplain	2.00
74	Jail Medical Liaison	1.00
72	Assistant Business Manager	0.50
71	PREA Compliance Manager	1.00
70	Executive Secretary II	1.00
56	Captain	1.00
53	Detention Corporal	2.00
52	Detention Officer	5.00
17	Workforce & Re-Entry Specialist	2.00
15	Administrative Assistant II	1.00
	Total	**17.40**

CAPITAL

Purchase or replace equipment that enhances the security or welfare of the inmates. Some funds may also be used to upgrade facilities as operations dictate.

S9300-2026 - SHERIFF FORFEITURE FUND (STATE) - CNET

As per Code of Criminal Procedure, Chapter 59, Article 59.06, if a local agreement exists between the attorney (Criminal District Attorney) and law enforcement agencies, all money, securities, negotiable instruments, stock or bonds or things of value, or proceeds from the sale of those items, shall be deposited, after the deduction of court costs to which a district court clerk is entitled under Article 59.05, according to the terms of the agreement into a special fund in the county treasury if distributed to a county law enforcement agency, to be used solely for law enforcement purposes.

Revenue will be budgeted as it is received.

REVENUE

499998	Cash Carryforward	$	370,052
491001	Operating Transfer (from General Fund)		250,000
	Total	**$**	**620,052**

BUDGET

(by Commitment Item Group)

Sheriff		
Materials and Supplies	$	84,900
Building Costs		161,000
Capital		186,952
Contracts		50,000
Other		115,500
Education & Travel		21,700
Total	**$**	**620,052**

BUDGET

(Detail)

2110730000 - Sheriff - CNET

521011	Supplies	$	10,000
521115	Postage		100
522035	Range Supplies		500
522069	Subscriptions		3,000
522085	Safety/Tactical Supplies		15,000
524153	On-line Service		34,500
525073	Telephone Mobile		10,000
525077	Wireless Data Access		8,200
526021	Equipment Maintenance		3,600
531011	Rent		120,000
531021	Electricity		10,000
531031	Gas		2,500
531071	Telephone Basic		500

S9300-2026 - SHERIFF FORFEITURE FUND (STATE) - CNET (cont'd)

BUDGET *(Detail) - Continued*

531074	Data Transmission Line		5,500
532011	Building Maintenance		10,000
532025	A/C Maintenance		2,300
532061	Pest Control Service		200
532071	Custodian Services		8,000
532091	Burglar Systems		2,000
540000	Capital		186,952
569011	Professional Services		50,000
576131	Wrecker Service		5,000
576171	Vehicle Maintenance		35,000
576182	Fuel		30,000
576285	Meeting Expense		500
578018	Radio Service - Contract		11,000
578025	Software Maintenance and Licenses		14,000
579016	Canine Expense		20,000
588261	Education		20,000
588291	Travel		1,500
588293	Taxable -Travel Meals		200
	Total	**$**	**620,052**

CAPITAL

Upgrade facilities and provide safety equipment as operations dictate.

S9500-2026 - SHERIFF FEDERAL FORFEITURE FUND (TREASURY)

Established in 2018, United States Code Title 31, Section 9705 authorizes the Department of the Treasury Forfeiture Fund to be used for authorizing seizures and acceptance of forfeitures to be used in the manner of the recipient of the forfeited articles, under any of the provisions of this subchapter.

This fund accounts for forfeitures that are the result of agreements with the United States Department of Treasury.

Revenue will be budgeted as it is received.

REVENUE

499998	Cash Carryforward	$	21,120
451002	Investment Income		525
	Total	**$**	**21,645**

BUDGET

2110720000 - Sheriff - Federal Forfeitures

500000	Rollup - All Expenditures	**$**	**21,645**

CAPITAL

Upgrade facilities and provide safety equipment as operations dictate

S9600-2026 - SHERIFF FORFEITURE FUND (STATE)

As per Code of Criminal Procedure, Chapter 59, Article 59.06, if a local agreement exists between the attorney (District Attorney) and law enforcement agencies, all money, securities, negotiable instruments, stock or bonds or things of value, or proceeds from the sale of those items, shall be deposited, after the deduction of court costs to which a district court clerk is entitled under Article 59.05, according to the terms of the agreement into a special fund in the county treasury if distributed to a county law enforcement agency, to be used solely for law enforcement purposes.

Revenue will be budgeted as it is received.

REVENUE

499998	Cash Carryforward	$	303,111
451002	Investment Income		13,650
	Total	**$**	**316,761**

BUDGET

(by Commitment Item Group)

Materials and Supplies	$	10,500
Capital		189,261
Contracts		1,000
Other		20,000
Court Cost		76,000
Travel/Education		20,000
Total	**$**	**316,761**

BUDGET

(Detail)

2110710000 - Sheriff - State Forfeitures

521011	Supplies	$	5,000
522085	Safety / Tactical Supplies		5,000
524001	Dues		500
540000	Capital		189,261
569011	Professional Services		1,000
576131	Wrecker Service		1,000
576285	Meeting Expenses		3,000
578025	Software Maintenance and Licenses		10,000
579016	Canine Expense		1,000
579025	Miscellaneous		2,000
579076	Service Awards		3,000
585153	Investigative		76,000
588261	Education		20,000
	Total	**$**	**316,761**

CAPITAL

Upgrade facilities and provide safety equipment as operations dictate.

S9700-2026 - SHERIFF FEDERAL FORFEITURE FUND (JUSTICE)

United States Code Title 21, Section 881 authorizes law enforcement agencies to receive and dispose of subject property that has been forfeited under any of the provisions of this subchapter.

This fund accounts for forfeitures that are result of agreements with the United States Department of Justice.

Revenue will be budgeted as it is received.

REVENUE

499998	Cash Carryforward	$	382,788
451002	Investment Income		13,650
	Total	**$**	**396,438**

BUDGET

2110720000 - Sheriff - Federal Forfeitures

500000	Rollup - All Expenditures	**$**	**396,438**

CAPITAL

Upgrade facilities and provide safety equipment as operations dictate.

T0400-2026 - PUBLIC HEALTH

REVENUE

499998	Cash Carryforward	$	9,325,000
428011	Immunization		200,000
428051	Medicaid		75,000
428052	Medicare		5,000
428054	Health Private Insurance		140,000
428072	Laboratory-Water Sample Test		480,000
428091	International Travel		300,000
444801	JPS-Public Health		13,673,045
451002	Investment Income		370,621
	Total	**$**	**24,568,666**

BUDGET

(By Commitment Item Group)

Public Health

Personnel	$	11,702,865
Materials and Supplies		832,355
Building Costs		189,850
Capital		1,304,800
Contracts		592,220
Other		250,155
Court Costs		29,500
Travel-Education		47,305
Transfers/Reserves/Debt		6,587,121
Total	**$**	**21,536,171**

Buildings

Personnel		6,759
Materials & Supplies		15,400
Building Costs		1,388,396
Capital		1,425,000
Contracts		125,000
Other		71,940
Total	**$**	**3,032,495**

Fund Total	**$**	**24,568,666**

T0400-2026 - PUBLIC HEALTH (cont'd)

BUDGET
(Detail)

5100011000 - Public Health

511011	Salaries (106.1)	$	8,740,918
513011	FICA		656,277
513021	Retirement		1,051,020
513031	Employee Group Insurance		1,220,940
513051	Unemployment Insurance		11,000
514011	Mileage Allowance		17,950
514041	Mobile Phone Allowance		4,760
521011	Supplies		47,600
521021	Computer Supplies		33,200
521061	Lab Supplies		354,000
521115	Postage		18,800
522051	Custodian Supplies		5,000
522065	Educational Material		9,000
522067	Printing-Publication		15,050
522068	Books/Pamphlets		4,725
522069	Subscriptions		11,250
523055	Field Equipment & Supplies		15,750
523071	Insecticides		50,000
524001	Dues		21,950
524153	On-line Service		40,000
525073	Telephone-Mobile		11,800
525077	Wireless Data Access		32,930
526021	Equipment Maintenance		161,000
529151	Bonds		300
531051	Disposal Service		42,000
531061	Utilities		52,000
531071	Telephone-Basic		35,000
531074	Data Transmission Lines		16,000
532011	Building Maintenance		7,600
532061	Pest Control Service		1,000
532071	Custodian Services		35,500

T0400-2026 - PUBLIC HEALTH (cont'd)

BUDGET *(Detail) - Continued*

532091	Burglar Systems		750
540000	Capital		1,304,800
565021	Armored Car Messenger		123,000
566021	MHMR		64,500
567041	Health Center Contracts		205,000
569011	Professional Services		199,720
572222	Laboratory Costs		45,000
572224	Laboratory Accreditation		6,505
575011	Casualty Insurance		500
575611	Contract Labor		62,500
576121	Transportation		30,000
576171	Vehicle Maintenance		13,500
576182	Fuel		21,150
576285	Meeting Expenses		1,000
578018	Radio Service - Contract		10,000
579031	Advertising/Public Service		60,000
585154	Interpreter Fees		29,500
588261	Education		47,305
595055	Undesignated		352,132
595056	Reserves		6,234,989
	Public Health Campus Remodel/Renovation		
	Total	**$**	**21,536,171**

There are multiple cost centers that have been established for this fund. Budgetary control will be at the roll up department level.

3110505000 - Marion J Brooks PH Building

512011	Overtime Salaries	$	5,000
513011	FICA		420
513021	Retirement		659
514011	Mileage Allowance		200
514041	Mobile Phone Allow		480
522041	Clothing		400
522051	Custodian Supplies		15,000
531021	Electricity		298,931
531031	Gas		125,000
531041	Water		75,000
531051	Disposal Service		14,000
532011	Building Maintenance		350,000
532025	A/C Maint Contract		260,000
532041	Elevator Maintenance		5,775
532051	Landscaping Expense		65,000

T0400-2026 - PUBLIC HEALTH (cont'd)

***BUDGET** (Detail) - Continued*

3110505000 - Marion J Brooks PH Building

532071	Custodian Services	194,690
540000	Capital Outlay	1,425,000
565031	Security Contract	125,000
575611	Contract Labor	71,940
	Total	**3,032,495**

Fund Total **$ 24,568,666**

AUTHORIZED POSITIONS

Grade	Title	# Auth
98	Public Health Director	1.00
98	Medical Director	0.30
88	IT Lead Customer Support Specialist	1.00
88	IT Senior Application Support Administrator	1.00
87	IT Senior Customer Support Specialist	1.00
76	Family Services Associate Director	1.00
76	Health Protection & Response Associate Director	1.00
75	Advanced Practice Provider	1.00
75	Business Manager	1.00
75	Epidemiology Division Manager	1.00
75	Laboratory Services Division Manager	1.00
75	Maternal & Child Health Division Manager	1.00
74	Environmental Quality Manager	1.00
74	HEI Division Manager	1.00
74	Immunizations Division Manager	1.00
73	Budget Analyst	1.00
73	Environmental Health Consumer Services Supervisor	1.00
73	Environmental Health Vector Control Supervisor	1.00
73	Informatics Supervisor	2.00
73	Health Services Supervisor	3.00
73	Lab Operations & Quality Coordinator	2.00

T0400-2026 - PUBLIC HEALTH (cont'd)

AUTHORIZED POSITIONS

Grade	Title	# Auth
73	Laboratory Technology Coordinator	1.00
73	Nursing Services Supervisor	1.00
73	Revenue Cycle Supervisor	1.00
73	Workforce & Organizational Development Manager	1.00
72	Clinic Charge Nurse	0.80
72	Contract Specialist	1.00
72	Customer Service Coordinator	1.00
72	Epidemiology Advanced-CD Specialist	1.00
72	Epidemiology Advanced-Injury Specialist	1.00
72	Epidemiology Advanced-MCH Specialist	1.00
72	Immunization Registry Coordinator	1.00
72	Insurance & Billing Supervisor	1.00
72	Assistant Financial Auditor	1.00
72	Logistics Manager	1.00
72	Microbiologist II	3.00
72	Minority Health Specialist	1.00
72	Mortality Review Coordinator	1.00
72	Public Health Informatics Analyst (Moving from Grant F0102)	1.00
72	STD/HIV Specialist Nurse	1.00
71	Account Analyst	3.00
71	Microbiologist I	3.00
71	Public Health Nurse	5.00
71	Public Information Officer	1.00
71	Sanitarian II	2.00
70	Chronic Disease Health Educator	4.00
70	Epidemiology Specialist	1.00
70	Sanitarian I	2.00
18	Insurance Specialist	2.00
18	HR Supervisor	1.00
17	Administrative Asst. IV	1.00
17	Administrative Assistant	1.00
17	Administrative Assistant IV	1.00
17	Executive Secretary II	2.00
17	LVN Nurse II (Vaccine Distribution)	1.00
16	Administrative Assistant III	2.00
16	Administrative Clerk	1.00
16	Eligibility Specialist	2.00
16	Inventory & Records Supervisor	1.00

T0400-2026 - PUBLIC HEALTH (cont'd)

AUTHORIZED POSITIONS (cont'd)

Grade	Title	# Auth
16	Laboratory Assistant II	1.00
16	LVN Nurse I	11.00
16	Medical Assistant	2.00
15	Administrative Assistant II, BCCS	1.00
15	Epidemiology Support Specialist	1.00
15	Laboratory Assistant I	1.00
14	General Office Clerk IV	7.00
14	Inventory Specialist I	1.00
	Total	**106.10**

Postion 20002941 will be transferred to 6840100000 Transportation in 26100, effective 10/1/2025.

REDUCTION IN FORCE (RIF)

Public Health / T0400, Effective 10/1/2025

Associate Director Clinical Services, Gr. 76, P.# 20004860
Associate Director Disease Control & Prev, Gr. 76, P.# 20004850
Associate Director Fiscal Management, Gr. 76, P.# 20007575
Informatics Manager, Gr.75, P.#20005809
Nursing Quality Assurance Coordinator, Gr. 74, P.# 20003305
GIS Informatics Supervisor, Gr. 73, P.# 20005414
Informatics Supervisor, Gr. 73, P.# 20007377
Data Modernization Supervisor, Gr. 73, P.# 20007786
STD/HIV Specialist, Gr. 72, P.#20003250
Perinatal Hepatitis B Case Manager, Gr. 72, P.# 20003384
Internal Grants Auditor I, Gr. 72, P.# 20007694
Disease Intervention Spec. Supervisor, Gr. 72, P.# 20004105
Workforce Development Specialist, Gr. 71, P.# 20006352
Epidemiology Specialist, Gr. 70, P.# 20006642
Sanitarian I, Gr. 70, P.# 20006662
Vector Control Specialist, Gr. 70, P.# 20005785
LVN Nurse I, Gr. 16, P.# 20003372 and 20003252
Administrative Assistant III, Gr. 16, P.# 20004145
Administrative Assistant II, Gr. 15, P.# 20006492
General Office Clerk IV, Gr. 14, P.# 20002923

Public Health / T0400, Effective 1/1/2026

Community Engagement Specialist, Gr. 72, P.# 20006921

T0400-2026 - PUBLIC HEALTH (cont'd)

NEW POSITION

Grade	Title	# Auth
73	Budget Analyst	1.00
	Effective 11/1/2025	

CAPITAL

5100011000 - Public Health

Description	Total Cost
Copiers	$ 18,000
Chairs	2,000
Check-In Kiosks	9,000
Foyer Refresh	30,000
Precision 89L Circulating Water Bath	5,300
Healthcare Management System	1,209,631
Upright Freezer	869
Vehicle (1)	30,000
Total	**$ 1,304,800**

3110505000 - Marion J Brooks PH Building

Description	Total Cost
Building Rebalance	$ 200,000
Water Fountains Replacement	25,000
Roof Replacement	1,200,000
Total	**$ 1,425,000**

T0450-2026 - PUBLIC HEALTH - 1115 WAIVER

DSRIP Payments will be budgeted as they are received.

REVENUE (SUMMARY)

499998	Cash Carryforward	$	27,953,964
451002	Investment Income		1,050,000
		$	**29,003,964**

BUDGET

(By Commitment Item Group)

Non-Departmental

Contracts	$	8,051,026
Transfers/Reserves/Debt		16,788,133
	$	**24,839,159**

Public Health

Personnel	$	3,075,851
Materials and Supplies		498,954
Building Costs		185,000
Capital		95,000
Contracts		300,000
Other		3,000
Court Costs		5,000
Travel-Education		2,000
Total	**$**	**4,164,805**

Fund Total	**$**	**29,003,964**

T0450-2026 - PUBLIC HEALTH - 1115 WAIVER (cont'd)

BUDGET

(Detail)

1140100000 - Non-Departmental			
	565031	Security Contract *(MHJDC Security)*	$ 250,000
	566021	MHMR (*MHJDC Operations Contract)*	5,901,309
	566051	Challenge Inc	377,308
		$377,308 for the Family Drug Court program which is currently provided through Challenge, Inc. Of the total budget, $322,308 is for the Family Drug Court contract, $5,000 is for grant-related expenses, and $50,000 is for the Juvenile Case Manager.	
	566084	Guardianship Service Inc.	610,000
	569011	Professional Services	190,667
		Tarrant Cares - $140,667	
		MHMR CMEs - $50,000	
	569016	Spec Needs Off Proj	971,742
		MHMR Law Liaison Program	
	595055	Undesignated	3,251,500
	595056	Reserves *(MHJDC)*	13,536,633
		Total	**$ 25,089,159**
5100011000 - Public Health			
	511011	Salaries (26.62)	$ 2,089,739
	511021	Temporary/Part Time Salaries	90,000
	511025	Salaries Project (1)	105,000
	512011	Overtime	25,000
	513011	FICA	175,348
	513021	Retirement	254,396
	513031	Employee Group Insurance	303,468
	513035	Insurance Reallocation	11,400
	513041	Workers' Compensation	10,000
	513051	Unemployment Insurance	2,400
	514011	Mileage Allowance	7,400
	514041	Mobile Phone Allowance	1,700
	521011	Supplies	9,554
	521021	Computer Supplies	1,800
	521115	Lab Supplies	250,000
	521115	Postage	3,200
	522015	Medical Supplies	175,000
	522065	Educational Materials	5,000
	522067	Printing-Publications	2,350
	522068	Books / Pamphlets	3,750

T0450-2026 - PUBLIC HEALTH - 1115 WAIVER (cont'd)

***BUDGET** (Detail) - Continued*

522069	Subscriptions		1,500
524153	On-Line Service		42,500
525073	Telephone - Mobile		1,500
526021	Equipment Maintenance		4,300
531011	Rent		115,200
531021	Electricity		5,000
531031	Gas		800
531051	Disposal Service		800
531061	Utilities		3,000
531071	Telephone-Basic		25,000
531074	Data Transmission Line		3,200
532011	Building Maintenance		1,000
532071	Custodian Services		31,000
540000	Capital		95,000
569011	Professional Services		300,000
575611	Contract Labor		3,000
585154	Interpreter Fees		5,000
588261	Education		2,000
	Total	**$**	**4,164,805**
	Fund Total	**$**	**29,253,964**

AUTHORIZED POSITIONS

Grade	Title	# Auth
98	Assistant Medical Director	0.50
75	Advance Practice Provider	0.90
75	Business Solutions Manager	1.00
75	Community Health Prom Division Manager	0.52
75	Community Health Planning & Engagement Manager	1.00
74	Epidemiology Supervisor	1.00
74	Financial Portfolio Coordinator	1.00
73	Nursing Services Supervisor	1.00
72	Advanced EH Epidemiology Specialist	1.00
72	Clinic Charge Nurse	0.20
72	Population Health Informatics Analyst	1.00
72	Prematurity Program Coordinator	1.00
72	Senior Buyer	1.00
72	TB Specialist Nurse	1.00

T0450-2026 - PUBLIC HEALTH - 1115 WAIVER (cont'd)

AUTHORIZED POSITIONS (cont'd)

Grade	Title	# Auth
71	Microbiologist I	1.00
71	Public Health Nurse	1.00
71	Compliance Specialist	2.00
70	Prematurity Health Educator	1.00
17	Administrative Assistant IV	1.00
16	LVN Nurse I	1.00
16	Medical Assistant	1.00
15	Administrative Assistant II	2.00
15	Inventory Specialist II	0.50
14	General Office Clerk IV	4.00
	Total	**26.62**

Public Health is continuing to collaborate with the Budget office to move positions and programs to align them with funding opportunities.

REDUCTION IN FORCE (RIF)

Public Health / T0450, Effective 10/1/2025
Community Service Aide, Gr. 15, P.# 20006681 & #20006682
Administrative Asst II, Gr. 15, P.# 20006506
General Office Clerk IV, Gr. 75, P.# 20005612, #20003374, and #20006730

CAPITAL

5100011000 - Public Health Director

Description		Total Cost
Computers, Laptops, tablets, headsets, and Related Equipment	$	13,000
Chairs		2,000
Vehicles (2)		40,000
Air Balancing and Environmental Impact, and Lab Upgrades		40,000
Total	**$**	**95,000**

T0500-2026 - SECTION 125 FORFEITURES

United States Code Title 26, Section 125 Forfeitures, are unused medical reimbursements and dependent care accounts of employees. Unused funds are forfeited at the end of every plan year. Forfeiture funds have been used to support the Wellness Program since FY 2001.

REVENUE

499998	Cash Carryforward	**$**	**3,038,145**

BUDGET

(by Commitment Item Group)

Group Insurance - Section 125

Materials and Supplies	$	50,000
Capital		267,500
Contracts		45,000
Other		350,000
Transfers/Reserves/Debt		2,325,645
Total	**$**	**3,038,145**

BUDGET

(Detail)

1914900000 - Wellness Program

522015	Medical Supplies	*Flu Shots*	$	25,000
526021	Equipment Maintenance			25,000
540000	Capital			267,500
569011	Professional Services	*Biometrics, Website*		45,000
579062	Health Promotion Program			65,000
	Exercise Trainer, Classes, Water, Non Capital Equipment			
579064	WOW Rewards			285,000
595055	Undesignated			2,325,645
	Total		**$**	**3,038,145**

CAPITAL

Capital purchases are allowed as deemed necessary for ADA requirements, workout equipment, and supporting the general wellbeing of County personnel.

T0600-2026 - CHILDREN'S HOME TRUST

This fund was established pursuant to the terms of a will and represents assets held in trust by the County for the use and benefit of parentless children in Tarrant County. The assets are cash, common stocks and preferred stocks in Texas Utilities, Southwestern Public Service and Texas Power and Light Companies.

Policy for this fund was adopted by the Juvenile Board on April 5, 2001. Under the authority of the Tarrant County Juvenile Board, the fund may be expended at the discretion of the Director of Juvenile Services up to a maximum of $500 for purpose areas conforming to the original bequest on behalf of the needs of children within the care or jurisdiction of Tarrant County, without the approval of the Board. Examples of purpose areas would include clothing, transportation, special activities, recreation, tuition and fees, crafts and project supplies. Prohibited purpose areas would include staff, building expenses or operational support of any kind.

REVENUE

499998	Cash Carryforward	$	76,540
451002	Investment Income		2,660
484005	Donations		1,000
	Total	**$**	**80,200**

BUDGET

2610110000 - Juvenile Services

500000	Rollup - All Expenditures	**$**	**80,200**

T0700-2026 - BAIL BOND BOARD

This fund was established October 1997 to account for the revenues and expenses related to the Bail Bond Board and their responsibility for licensing bondsmen.

REVENUE

499998	Cash Carryforward	$	3,548
411301	Bail Bond Licenses		5,500
	Total	**$**	**9,048**

BUDGET

1140100000 - Non-Departmental

500000	Rollup - All Expenditures	**$**	**9,048**

T0800-2026 - TX. DEPT. OF PROTECTIVE & REGULATORY SERVICES

Reimbursement (through the State of Texas) for certain General Fund expenditures for foster children eligible under Title IV-E. Commissioners Court has elected to allow the CPS Board to reallocate Title IV-E reimbursement for the benefit of their operation. Title IV-E reimbursements will be recognized as revenue as they are received during the year.

Revenue will be budgeted as it is received.

REVENUE

499998	Cash Carryforward	$	67,130
451002	Investment Income		4,375
	Total	**$**	**71,505**

BUDGET

5310100000 - Child Protective Services

500000	Rollup - All Expenditures	**$**	**71,505**

T0900-2026 - CONSTABLE FORFEITURE (Precinct 7)

Established October 1, 2014, Code of Criminal Procedure, Chapter 59, Article 59.06, states if a local agreement exists between the attorney (Criminal District Attorney) and law enforcement agencies, all money, securities, negotiable instruments, stock or bonds or things of value, or proceeds from the sale of those items, shall be deposited, after the deduction of court costs to which a district court clerk is entitled under Article 59.05, according to the terms of the agreement into a special fund in the county treasury if distributed to a county law enforcement agency, to be used solely for law enforcement purposes.

Revenue will be budgeted as it is received.

REVENUE

499998	Cash Carryforward	$	10,431
451002	Investment Income		350
	Total	**$**	**10,781**

BUDGET

(by Commitment Item Group)

Constable Precinct 7

	Materials & Supplies	**$**	**10,781**

BUDGET

(Detail)

2270100000 - Constable Precinct 7

522085	Safety/Tact Supplies	**$**	**10,781**

T1000-2026 - JUVENILE PROBATION DISTRICT

Pursuant to former Family Code Section 54.061, the juvenile court, after giving the child, parent, or other person responsible for the child's support a reasonable opportunity to be heard, shall order the child, parent or other person, if financially able to do so, to pay the court a fee of not more than $15 per month during the period that the child continues on probation.

The court shall deposit the fees received under this section in the county treasury to the credit of a special fund that may be used only for juvenile probation or community-based juvenile corrections services or facilities in which a juvenile may be required to live while under court supervision. Expenditures are made from the fund upon approval from the Tarrant County Juvenile Board which is composed of the County Judge and State District Judges having jurisdiction in Tarrant County.

REVENUE

499998	Cash Carryforward	$	225,934
451002	Investment Income		8,050
	Total	**$**	**233,984**

BUDGET

(by Commitment Item Group)

Juvenile Services

Materials & Supplies	$	8,752
Capital		20,000
Other		14,672
Transfers/Reserves/Debt		190,560
Total	**$**	**233,984**

BUDGET

(Detail)

2610110000 - Juvenile Services

521011	Supplies	$	2,252
525077	Wireless Data Access		6,500
540000	Capital		20,000
579025	Miscellaneous Expenses (PYD, TBRI, Sp. Events)		14,672
595055	Undesignated		190,560
	Total	**$**	**233,984**

CAPITAL

Description	**Total Cost**	
Miscellaneous	**$**	**20,000**

T1100-2026 - UNCLAIMED JUVENILE RESTITUTION

Family Code Section 54.0482, outlines procedures for the handling of unclaimed restitution paid to victims through our Juvenile Department. If a victim does not claim a payment on or before the fifth anniversary of the date on which the Juvenile Probation Department mailed a notice to the victim, the department shall transfer the payment to a special fund of the County Treasury, the Unclaimed Juvenile Restitution Fund. The County may spend money in this fund only for the same purposes for which the County may spend Juvenile State Aid.

REVENUE

499998	Cash Carryforward	$	13,848
451002	Investment Income		483
	Total	**$**	**14,331**

BUDGET

2610110000 - Juvenile Services

500000	Rollup - All Expenditures	**$**	**14,331**

T1300-2026 - DEFERRED PROSECUTION PROGRAM

The Tarrant County Criminal District Attorney's Office administers a pre-trial diversionary program known as the Deferred Prosecution Program (DPP) since 1973. The program serves first time offenders ages 17 to 26 with non-violent offenses. The associated criminal charges do not result in a record of conviction for participants who successfully complete the program. Chapter 102.0121 of the Code of Criminal Procedure allows for a fee to be established up to $500. The fees must be administered in a separate fund and the budget must be approved by Commissioners Court. On June 9, 2015, the DPP participant fees were modified to include Track A $125 and Track B $225 through CO#120238.

(List of General Fund employees that support this program is maintained in the Budget & Risk Management Office)

REVENUE

499998	Cash Carryforward	$	40,000
424411	District Attorney Fees		27,000
	Total	**$**	**67,000**

BUDGET

4510300000 - Crim DA - Criminal

500000	Rollup - All Expenditures	**$**	**67,000**

T2000-2026 - HISTORICAL COMMISSION

In FY 2001, a department was created in the General Fund for the support of the Historical Commission and the Archives. The balance in this fund was accumulated from previous years' funding for the Commission, predominately used for the 1895 Room.

REVENUE

499998	Cash Carryforward	$	4,946
451002	Investment Income		172
	Total	**$**	**5,118**

BUDGET

5910100000 - Historical Commission

500000	Rollup - All Expenditures	**$**	**5,118**

T2100-2026 - HISTORICAL COMMISSION ARCHIVES

This fund was established to accept donations to the Historical Commission for improvements and expansion of the archives.

REVENUE

499998	Cash Carryforward	$	17,116
451002	Investment Income		627
	Total	**$**	**17,743**

BUDGET

5910100000 - Historical Commission

500000	Rollup - All Expenditures	**$**	**17,743**

T2300-2026 - CEMETERY FUND

This statutory fund (Health & Safety) receives donations in order to finance the maintenance of old cemeteries within the county's geographic boundaries. The County Judge is designated as the trustee. No disbursement may be made from the principal. Expenditures are allowed from the accumulated interest income from the donations. The restricted fund balance (donations) is $13,841. This fund is administered by the Historical Commission.

REVENUE

499998	Cash Carryforward	$	47,730
451002	Investment Income		1,670
	Total	**$**	**49,400**
	Less Restricted Fund Balance		*(13,841)*
	Total Available for Use	**$**	**35,559**

BUDGET

5910300000 - Cemetery Fund

595055	Undesignated	$	35,559
595056	Reserves		13,841
	Total	**$**	**49,400**

T2600-2026 - UNCLAIMED ELECTRIC COOPERATIVE CREDIT

Texas Property Code Section 74.602 authorizes the Comptroller to allocate a portion of the unclaimed capital credits received from an Electric Cooperative back to the County in the Cooperative's service area. Local Government Code, Section 381.004 requires that these funds are used for community and economic development programs.

REVENUE

499998	Cash Carryforward	**$**	**2,720,070**

BUDGET

1140100000 - Non-Departmental

595055	Undesignated	**$**	**2,720,070**

T2900 - 2026 FIRE MARSHAL CODE

Local Government Code Section 233.065, states that Commissioners Court may develop a fee schedule. The fees shall be deposited in a special fund in the County treasury and may be used only for the administration and enforcement of the fire code. The Tarrant County Fire Code for unincorporated areas was adopted June 5, 2018. Fire Marshal permits and inspections will be budgeted as they are received.

REVENUE

499998	Cash Carryforward	$	719,862
427101	Fire Marshal Permits		150,000
427102	Fire Marshal Fire Safety Inspections		2,000
427103	Fire Marshal Annual Inspections		2,000
451002	Investment income		25,200
	Total	**$**	**899,062**

BUDGET

2410100000 - Fire Marshal

500000	Rollup - All Expenditures	**$**	**899,062**

AUTHORIZED POSITIONS

Grade	Title	# Auth
55-II	Deputy Fire Marshal	1.00
17	Administrative Assistant	1.00
	Total	**2.00**

Position 20003393 will be transferred from T3100 to T2900, effective date 10/1/2025.

There are two 54-II Substitute Deputy Fire Marshal positions and one Temporary Substitute position Grade 22

CAPITAL

Capital deemed necessary by the Fire Marshal.

T3000-2026 - CRIMINAL DISTRICT ATTORNEY JPS CONTRACT

The Tarrant County Hospital District Board of Managers approves a contract every two years for legal services that provides funding for staff and ancillary expenses. The contract period is October 1 through September 30 and subject to renewal in odd-numbered years.

REVENUE

445102	Legal Fees - JPS	**$**	**798,472**

BUDGET

4510200000 - Crim DA - Civil

500000	Rollup - All Expenditures	**$**	**798,472**

AUTHORIZED POSITIONS

Grade	Title	# Auth
*CP	Senior Attorney VI	1.00
*CP	Attorney V - Career Path (Civil)	1.00
*CP	Attorney V - Career Path (Civil)	1.00
71	Legal Specialist	1.00
	Total	**4.00**

*CP - Career Path grade changes are made according to Career Path policy.

T3300-2026 - PRE-TRIAL CSCD BOND SUPERVISION UNIT

The Community Supervision and Correction Department (CSCD) operates the bond supervision program under Chapter 76 of the Government Code. Until October 1, 2018, cases supervised under the CSCD program were exclusively surety bond cases. Effective September 1, 2011, the Texas Department of Criminal Justice (TDCJ) disallowed the use of state funds to supplement funding for this program. Effective November 1, 2018, pre-trial release cases were added to the oversight of CSCD.

REVENUE

481005	Probation Fees	$	1,100,000
485002	Payment by Program Participant		650,000
491001	Operating Transfer General Fund		5,132,177
	Total	**$**	**6,882,177**

BUDGET

(by Commitment Item Group)

CSCD - Non CJAD

Personnel	$	4,993,378
Materials and Supplies		13,300
Contracts		1,257,608
Other		345,872
Court Cost		3,205
Travel-Education		13,200
Transfers/Reserves/Debt		255,614
Total	**$**	**6,882,177**

BUDGET

(Detail)

2510500000 - CSCD

511011	Salaries (56.5)	$	3,633,807
513011	FICA		277,987
513021	Retirement		436,784
513031	Employee Group Insurance		644,100
514011	Mileage Allowance		700
521011	Supplies		11,400
525073	Telephone-Mobile		900
526021	Equipment Maintenance		1,000
565071	Electronic Monitoring		1,257,608
572222	Laboratory Cost		308,047
578025	Software Maint/License		37,825
585154	Interpreter Fees		3,205
588261	Education		13,200
595055	Undesignated		255,614
	Total	**$**	**6,882,177**

T3300-2026 - PRE-TRIAL CSCD BOND SUPERVISION UNIT (cont'd)

AUTHORIZED POSITIONS

Grade	Title	# Auth
74	Operations Manager	0.50
73	Field Unit Courts Supervisor	1.00
73	Unit Supervisor	2.00
72	Assistant Supervisor	3.00
19	Supervisor-Trainer Officer I	1.00
18	Supervision Officer I	40.00
17	Supervision Officer Aide	2.00
16	Intake Coordinator	1.00
15	Supervision Clerk III	1.00
14	Supervision Clerk II	5.00
	Total	**56.50**

FUND T3400-2026 - CRIMINAL COURT DRUG PROGRAM FOR THE FIRST OFFENDER DRUG PROGRAM

The revenue associated with this fund is accessed against participants of the program and used to support the program. Section 103.027, Miscellaneous Fees and Costs of the Government Code, allows a reasonable program fee not to exceed $1,000.

REVENUE

499998	Cash Carryforward	**$**	**69,876**

BUDGET

4192500000 - Criminal Courts Support

500000	Rollup - All Expenditures	**$**	**69,876**

T3700-2026 - MEDICAL EXAMINER CONFERENCE FUND

Established October 1, 2002, the Medical Examiner Conference Fund is designated for supporting conferences hosted by the Medical Examiner's Office and education. The fund is financed through fees collected from participating agencies and is used solely for conference-related expenditures.

REVENUE

499998	Cash Carryforward	$	26,007
451002	Investment Income		910
	Total	**$**	**26,917**

BUDGET

2310100000 - Medical Examiner

500000	Rollup - All Expenditures	**$**	**26,917**

T4100-2026 - PMC INSURED - 340B

Public Health Preventive Medicine Clinic (PMC) private insurance revenues and expenditures for services and 340B prescription drugs.

REVENUE

499998	Cash Carryforward	$	8,439,605
428055	Health Pharmacy Rebate		8,000,000
451002	Interest Income Received		175,000
	Total	**$**	**16,614,605**

BUDGET

1140100000 - Non-Departmental

595056	Reserves	$	2,371,954

5100011000 - Public Health

500000	Rollup - All Expenditures		14,242,651
	Total	**$**	**16,614,605**

AUTHORIZED POSITIONS

Grade	Title	# Auth
98	Medical Director	0.54
98	Assistant Medical Director	0.35
75	Preventive Health Services Manager	0.50
75	Advanced Practice Provider	2.00
73	HIV/AIDS Clinic Supervisor	1.00
72	Nurse, STD/HIV Specialist	2.00
71	Analyst, Grant Financial	0.85
71	Caseworker, I	1.85
71	Compliance Specialist	1.00
17	Intake Eligibility Specialist	2.00
16	Administrative Asst III	1.00
16	LVN Nurse I	0.80
16	Medical Assistant	1.80
15	Administrative Assistant II	1.00
15	Community Service Aide	0.05
15	Community Service Aide -PMC	1.08
14	General Office Clerk IV	3.57
	Total	**21.39**

T5200-2026 - MISCELLANEOUS DONATIONS - JUVENILE

Government Code Section 61.003, allows Juvenile Services to use a portion of their donations to support the special needs of children and families coming to the attention of the court and/or the department. Juvenile Services receives 10% of the total juror donations made, under this section.

REVENUE

499998	Cash Carryforward	$	17,607
451002	Investment Income		700
	Total	**$**	**18,307**

BUDGET

2610110000 - Juvenile Services

500000	Rollup - All Expenditures	**$**	**18,307**

T5350-2026- MISCELLANEOUS DONATIONS - EMERGENCY MANAGEMENT

Established on January 30, 2018, by Court Order #12957, this fund was set up to accept donations to Emergency Management. These donations will serve a public purpose by utilizing funds for the training, exercises, education and travel expenses for Local Emergency Planning Committee.

Donations will be budgeted as received.

REVENUE

499998	Cash Carryforward	$	8,452
451002	Investment Income		280
	Total	**$**	**8,732**

BUDGET

1122000000 - Emergency Management

500000	Rollup - All Expenditures	**$**	**8,732**

T5600-2026 - MISCELLANEOUS DONATIONS - COMMUNITY OUTREACH

On June 21, 2005, TXU entered into an agreement with Tarrant County to provide energy assistance funds as a credit on behalf of qualified low-income customers.

The agreement allows Tarrant County to receive periodic allotments of Energy Aid Program funding for the provision of utility assistance. NRG will provide funding at amounts dependent on the business needs and practices of the company.

Donations will be budgeted as received.

REVENUE

499998	Cash Carryforward	**$**	**14,252**

BUDGET

5920100000 - Community Outreach

572012	Utility Assistance *(Commitment Item Group - Other)*	**$**	**14,252**

T5700-2026 - MISCELLANEOUS DONATIONS - CHILD PROTECTIVE SERVICES

On November 23, 1993, Court Order #69894, allows Child Protective Services to receive 80% of the total juror donations made under Government Code Section 61.003. CPS uses these funds for:

- Summer camp and special camps for athletic, academic and musical opportunities
- Christmas presents for children in conservatorship
- Additional educational needs, such as, Sylvan Learning Center, beauty school tuition, music lessons, graduation expenses and driver's education
- School supplies
- Intensive therapy services to prevent an adoption breakdown, tattoo removal
- Transportation to visit family members and band trips
- Relative assistance

REVENUE

499998	Cash Carryforward	$	96,643
451002	Investment Income		3,360
484001	Jury check donations		20,000
	Total	**$**	**120,003**

BUDGET

5310100000 - Child Protective Services

500000	Rollup - All Expenditures	**$**	**120,003**

T5800-2026 - MISCELLANEOUS DONATIONS - HEALTH DEPARTMENT

REVENUE

499998	Cash Carryforward	$	37,700
451002	Investment Income		1,330
	Total	**$**	**39,030**

BUDGET

5100011000 - Public Health

500000	Rollup - All Expenditures	**$**	**39,030**

T5960-2026 - MISCELLANEOUS DONATIONS - VETERAN COURT PROGRAM

In FY 2017, Government Code Section 61.003, was established to accept juror donations to Tarrant County Veterans Court Program.

REVENUE

499998	Cash Carryforward	$	36,525
451002	Investment Income		1,260
484001	Jury check donations		12,000
	Total	**$**	**49,785**

BUDGET

4250100000 - Veterans Diversion Court

500000	Rollup - All Expenditures	**$**	**49,785**

T6000-2026 - MISCELLANEOUS DONATIONS - FAMILY COURT SERVICES

On November 23, 1993, Court Order #69894, allows Family Court Services to receive 10% of the total juror donations made under Government Code Section 61.003.

Family Court Services uses these funds for temporary employees that provide supervision for the visitation center which is provided every 1st, 3rd and 5th weekends (Friday - Sunday). The visitation center provides either supervised visitations and/or supervised exchanges of children between custodial and non-custodial parents.

Other miscellaneous donations for Domestic Relations maybe recorded here as received.

REVENUE

499998	Cash Carryforward	**$**	**1,728**

BUDGET

4830300000 - DRO Family Ct Services

500000	Rollup - All Expenditures	**$**	**1,728**
511021	*Temp / Part Time Salaries*		
575611	*Contract Labor*		

T6100-2026 - MISCELLANEOUS DONATIONS - COMMUNITY RESOURCE COORDINATION GROUP (CRCG)

Donations are from the Tarrant County Housing Finance Corporation. These funds are for self-sufficiency to help prevent homelessness. Use of these funds is considered a last resort and is a resource for case managers from the CRCG membership group. These entities include, but are not limited to, MHMR, JPS, City of Fort Worth, DARS, Workforce Solutions, etc.

REVENUE

499998	Cash Carryforward	$	31,529
451002	Investment Income		1,260
	Total	**$**	**32,789**

BUDGET

5920100000 - Community Outreach

500000	Rollup - All Expenditures	**$**	**32,789**
	Uses of these funds are for:		
	572011 - Rental Assistance		
	572012 - Utility Assistance		
	579025 - Miscellaneous		

T6200-2026 - MISCELLANEOUS DONATIONS - PEACE OFFICERS MEMORIAL

This Trust Fund was established June 24, 1994, by Commissioner J.D. Johnson and District Attorney Tim Curry to accept donations to erect a memorial on the Courthouse block commemorating Tarrant County peace officers killed in the line of duty.

REVENUE

499998	Cash Carryforward	$	104,945
451002	Investment Income		3,605
	Total	**$**	**108,550**

BUDGET

3110403000 -1895 Courthouse

500000	Rollup - All Expenditures	**$**	**108,550**

For expenditures for the Peace Officers Memorial.

T6300-2026 - MISCELLANEOUS DONATIONS - LAW ENFORCEMENT

This fund was created on December 17, 2017, to accommodate donations received by various Tarrant County law enforcement departments. Each donation specifies the purpose for the use of the funds.

REVENUE

499998	Cash Carryforward	**$**	**62**

BUDGET

2110010000 -Sheriff Administration

500000	Rollup - All Expenditures	**$**	**62**

T6500-2026 - DONATIONS - ATTF - TEXAS RENTAL ASSOCIATION

Heavy equipment thefts have increased in the past several years in Tarrant County. The value of one piece of recovered heavy equipment ranges from $30,000 to $180,000. The Texas Rental Association chose the Tarrant Regional Auto Theft Task Force to receive a $25,000 donation in March 2003, to be used for a pilot project in an effort to combat this problem. This donation is to be used for overtime in investigating and recovering stolen construction equipment per Court Order Number 89438.

REVENUE

499998	Cash Carryforward	**$**	**324**

BUDGET

2110510000 - Sheriff - Patrol

500000	Rollup - All Expenditures	**$**	**324**

T7000-2026 - SHERIFF EMPLOYEE RECOGNITION & AWARDS FUND

This fund was established on January 31, 2017, to accept donations to the Sheriff's annual awards ceremony, dinner and employee recognition.

REVENUE

499998	Cash Carryforward	**$**	**1,682**

BUDGET

2110110000 - Sheriff Employee Resource

500000	Rollup - All Expenditures	**$**	**1,682**

T7100-2026 - CONTRACT ELECTIONS

As per Sec. 31.092 of the Election Code, the county election officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services. The county election officer may also contract with the county executive committee of a political party holding a primary election in the county to perform election services. To be binding, a contract with a political party must by approved in writing by the Secretary of State. An election services contract need not be submitted to Commissioners Court for approval.

Section 31.100, money paid to a county election officer under an election services contract shall be deposited in a separate fund in the county treasury. Expenditures from the fund may be made without budgeting or appropriation by the Commissioners Court. A fee charged by the elections officer for general supervision of the election may not exceed ten percent of the total amount of the contract.

A surplus in the elections services contract fund may be used only to defray expenses of the county election officer's office in connection with election related duties or functions.

REVENUE

499998	Cash Carryforward	**$**	**250,000**

BUDGET

1420000000 - Elections

500000	Rollup - All Expenditures	**$**	**250,000**

T7300-2026 - ELECTIONS CHAPTER 19

Pursuant to Chapter 19 of the Election Code, funds are allocated by the state for voter registrars in each county. These funds are to aid in purchasing items or services that will enhance voter registration. Chapter 19 funds may not be co-mingled with any other county funds or accounts. The Commissioners Court may not consider the availability of state funds under this chapter in adopting the county budget for the office of voter registrar.

Effective January 31, 2007 the Secretary of State will make payments for eligible Chapter 19 expenses on a reimbursement basis.

REVENUE

446001	Intergovernmental Revenue	**$**	**522,252**

BUDGET

1420000000 - Elections

500000	Rollup - All Expenditures	**$**	**522,252**

T8500-2026 - OPIOID EPIDEMIC SETTLEMENT

The opioid fund will be utilized to alleviate the impact of the opioid epidemic in Tarrant County. The opioid epidemic's effects on the Tarrant County community are wide ranging. Behavioral healthcare programs and the criminal justice system have been disproportionately impacted by the epidemic. Eligible uses include but are not limited to: supporting expansions of behavioral healthcare programs, judicial and criminal justice programs that alleviate the impacts of the opioid epidemic, and programs that reduce recidivism for individuals who are in the criminal justice system.

REVENUE

499998	Cash Carryforward	$	7,722,798
451002	Investment Income		245,000
	Total	**$**	**7,967,798**

BUDGET
(Detail)

1140100000 - Non-Departmental

566064	Re-Entry Re-Integration	$	292,275
595055	Undesignated		7,004,683
	Total	**$**	**7,296,958**

5920100000 - Community Outreach

566030	Donations	**$**	**670,840**

Community partner selection will be determined through a RFP and assessment by the scoring representative.

Fund Total	**$**	**7,967,798**

T8600-2026 - PUBLIC IMPROVEMENT DISTRICT

Chapter 372 in Texas Local Government Code authorizes the creation of Public Improvement Districts through petition from landowners of a development in specific area. Tarrant County derives the authority to levy assessments against properties in their district in order to fund specific improvements benefitting those properties. These PID taxes pay for community enhancements like road construction, water distribution systems, wastewater collection, landscaping, recreational opportunities, and more.

REVENUE

499998	Cash Carryforward	$	33,288
451002	Investment Income		1,470
	Total	**$**	**34,758**

BUDGET

(Detail)

5940100000 - Public Improvement District

569011	Professional Services	**$**	**34,758**

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 9
Department: District Attorney	**Prepared By:** Polly Maxwell	**Approved By:** Polly Maxwell

SUBJECT:

Consideration of Participation in the Settlement of Claims in the National Prescription Opiate Litigation, MDL No. 2804

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court adopt and approve the settlement of all claims of the Defendants, Purdue Pharma via the Purdue Pharma Reorganization Plan and 8 Certain Manufacturer Defendants Alvogen, Inc., Amneal Pharmaceuticals Inc., Apotex Corp., Hikma Pharmaceuticals USA, Inc., Inidvior Inc., Mylan, Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals (USA), Inc., in their entirety; authorize Tarrant County to execute the Exhibit K, Subdivision Participation and Release Forms attached hereto; and authorize the County Judge to execute all documents necessary to participate in the settlement of these defendants pursuant to the opioid litigation.

BACKGROUND

Tarrant County and other entities brought claims in the National Prescription Opiate Litigation, MDL 2804. In order to obtain and in consideration of the benefits provided to Tarrant County pursuant to the Settlement Agreements of the Defendants, it hereby elects to participate in the settlement of the above defendants. Funds, if any, will be distributed in accordance with the terms contained in the settlement documents.

With approval and execution of these Subdivision Participation and Release Forms, the County will become a Participating Subdivision as defined in the settlement agreements.

The Criminal District Attorney's office has reviewed and approved of the settlement documents.

FISCAL IMPACT

There is a positive fiscal impact to Tarrant County.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____
Auditor

Attachments

09.16.25 Exhibit K -Combined Participation Form FINAL (Opioid).pdf
09.16.25 Purdue_-_GESA_Ex_K_Subdivision_Participation_Form-1 (Opioid).pdf

EXHIBIT K

Secondary Manufacturers' Combined Subdivision Participation and Release Form ("Combined Participation Form")

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:

   a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
   b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
   c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
   d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
   e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
   f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
   g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
   h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.

2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.

3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity

authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at *https://nationalopioidsettlement.com/additional-settlements/.*

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.

5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.[1]

8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.

9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,[2] and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any

[1] *See* Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

[2] *See* Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.

way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.

11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.

13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void ***only as to*** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the "*Agreement*")[1], and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as and to the extent provided in, and for resolving disputes to the extent provided in, the

[1] Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.

9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term "Shareholder Released

Claims" and "Released Claims") are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity's power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.

11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.

12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.

14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Department: Human Resources **Prepared By:** Glorimar Lugo Ortiz **Approved By:** Roxie Held

SUBJECT:

Consideration of Plan Choices, Service Provider Selections, and the Contribution Rates for Funding Employee and Retiree Healthcare Benefits in Plan Year 2026

*****CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider approval of the proposed employee and retiree healthcare funding structure for Plan Year 2026. This includes the medical contribution rates for employees and retirees, along with the related plan funding provisions as recommended by the Public Employee Benefits Cooperative (PEBC) and Holmes Murphy & Associates.

BACKGROUND

The Public Employee Benefits Cooperative (PEBC) Board of Governance has finalized plan choices and service provider selections for Plan Year 2026 and forwards them to Commissioners Court for consideration. Under this structure, Blue Cross Blue Shield of Texas (BCBSTX) will continue to administer Medical, Pharmacy, the Employee Assistance Program (EAP), Health Savings Accounts (HSA), Flexible Spending Accounts (FSA), COBRA, and Retiree Direct Billing. Beginning in 2026, The Standard will assume responsibility for Group Term Life Insurance and will also administer voluntary benefit programs such as Short-Term Disability, Critical Illness, Accident Insurance, and Hospital Indemnity. Delta Dental and VSP will remain the providers for dental and vision coverage.

The packet provided to the Court contains multiple exhibits to guide review. Exhibit A presents a summary of recommendations for Plan Year 2026. Exhibit B outlines service provider fees as approved by the PEBC Board. Exhibits C-1 through C-4 include the proposed medical contribution rates for active employees, pre-65 retirees, post-65 retirees, and retirees with non-Medicare dependents. Exhibit C-5 provides dental and vision rates, which remain largely unchanged apart from a modest increase to the PPO dental plan. Section VI of the packet addresses employer contribution levels, including flex contributions, HSA seed amounts, and wellness rewards.

In summary, the action items before the Commissioners Court relate to approval of the medical plan rates, the County's funding contributions for active employees, and other associated funding provisions for Plan Year 2026. All other plan design changes, vendor transitions, and ancillary benefits have already been reviewed and approved by the PEBC Board and are included here for transparency. These recommendations were developed in consultation with the PEBC Board of Governance, Holmes Murphy & Associates, and the County Budget Office to ensure alignment with funding requirements, long-term sustainability, and affordability for employees and retirees.

The Annual Enrollment Period is scheduled for November 3–14, 2025. Retirees will enroll online through the County's new paperless enrollment platform. Active employees will continue to use SAP for this year's enrollment and will transition fully to the new Selerix system in the following enrollment cycle. Communications and detailed instructions on how to enroll will be provided to retirees in advance of the Annual Enrollment Period. Full details for employees will be communicated and posted on the County's Loop intranet site prior to enrollment.

FISCAL IMPACT

Plan costs for employee and retiree healthcare benefits are accounted for in the benefits budget established for Plan Year 2026.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____
Auditor

Attachments

TCHRBenefits_PlanYear2026_CC09162025.pdf

Plan Year 2026 Benefits Rates, Plan Enhancements, and Employer Contributions
Effective January 1, 2026

I. PEBC Vendor Changes and Enhancements – Plan Year 2026 – Exhibit B

The following items were reviewed and approved by the PEBC Board:

a. Group Term Life Insurance – Transition to The Standard.
b. Projected savings and enhancements, including multi-year premium savings, lower employee contribution rates, and simplified enrollment with waived Evidence of Insurability (EOI) for employee optional life insurance and spouse optional life insurance (10k, 25k) during the 2026 Annual Enrollment and for new hires.
c. A new Beneficiary Designation tool beginning in plan year 2026.
d. All other employer admin fees remain unchanged for plan year 2026.

II. IRS Allowable Limit Changes – Plan Year 2026

The following IRS updates are automatic compliance changes and were reviewed by the PEBC Board:

a. **HDHP Minimum Deductibles:** $1,700 (Individual), $3,400 (Family).
b. **HSA Contribution Limits:** $4,400 (Individual), $8,750 (Family), $1,000 catch-up (55+).
c. **FSA Contribution Limit:** $3,300 with $660 carryover (excess forfeited).
d. **Dependent Care FSA:** $3,750 (Single), $7,500 (Family).
e. **HDHP Out-of-Pocket Maximums:** $3,050 (Individual), $6,100 (Family).

III. Plan Design Enhancements – Plan Year 2026

The following plan enhancements were reviewed and approved by the PEBC Board:

a. **HDHP Telehealth (MDLive):** $0 cost before deductible.
b. **PPO Telehealth:** $15 copay for PCP; $25 copay for Specialist.

IV. Medical and Dental Plan Rates – Plan Year 2026

****Seeking Commissioners Court approval****

a. **Active Employees (HDHP & PPO) – Exhibit C-1:** 10% increase to the PPO and the HDHP rates return to those for plan year 2024.
b. **Pre-65 Retirees (HDHP & PPO) – Exhibit C-2:** 10% rate increase for both plans.
c. **Post-65 Retirees (Medicare Advantage PPO & HMO) – Exhibit C-3:** Rate hold under BCBSTX 5-year guarantee; subsidies by Years of Service continue.
d. **Post-65 Retirees with Non-Medicare Dependents – Exhibit C-4:** Rate increase to the PPO dependent rate. This will automatically move if Exhibit C-2 is approved.
e. **Delta Dental DPPO (Self-Funded) – Exhibit C-5:** ~2% rate increase.
f. **Spouse Surcharge Elimination**: remove $200/month cost to employees/retirees subject to the surcharge.

V. Dental HMO and Vision Rates – Plan Year 2026 – Exhibit C-5

a. Delta Dental HMO (Fully Insured): Rate hold.
b. VSP Vision Plan: Rate hold.

VI. Employer Contributions – Plan Year 2026 (Active Employees Only)

****Seeking Commissioners Court approval****

a. Flex Contribution: $240.24 one-time per employee (unchanged).
b. HSA Seed Money: $900 individual (unchanged); $950 family (unchanged).
c. Wellness Rewards: $300 for employees and $300 for spouses enrolled in County medical plans, contingent on completion of wellness activities (unchanged).

VII. Law Enforcement Benefit Enhancements – Plan Year 2026 – Exhibit D

Reviewed and approved by the PEBC Board:

a. Public safety officers (sheriff's deputies, detention officers, etc.) will receive an additional $50,000 (or 100% of AD&D, whichever is less) when a loss is suffered as a result of a covered line-of-duty accident.

VIII. Voluntary Benefits (Employee-Paid) – Plan Year 2026

Reviewed and approved by the PEBC Board:

a. Short-Term Disability (STD): Transition to The Standard with lower employee premiums compared to prior vendor.
b. Critical Illness, Accident, and Hospital Indemnity Insurance: Transition to The Standard at stable or reduced rates, with improved plan designs (youth sports injury enhancements, portability, health screening benefits).

IX. Paperless Enrollment – Plan Year 2026

HR has fully transitioned to paperless benefits enrollment.

a. Retirees will enroll online using the new benefits platform.
b. Active employees will continue to use SAP for this year's enrollment; beginning in November, new hires will enroll through the new platform, and starting in 2026, all employees will enroll using Selerix.
c. Enrollment Guides will no longer be mailed. Digital guides will be available through SimplyConnect and the County's Loop intranet site.
d. A Benefits Fair will be held October 28–30, 2025 for active employees.
e. Communications and detailed instructions on how to enroll will be provided to retirees in advance of the Annual Enrollment Period.
f. Annual Enrollment will run from November 3 through November 14, 2025.

X. Summary of Recommendations – Plan Year 2026

For Plan Year 2026, the PEBC Board has reviewed and approved vendor changes, plan design enhancements, dental HMO and vision rates, voluntary benefits, law enforcement enhancements, and the transition to paperless enrollment. We are seeking Commissioners Court approval specifically for the elimination of the $200 monthly spouse surcharge, the proposed Medical Plan Rates (Item IV), and Employer Contributions (Item VI).

2026 SERVICE PROVIDERS

This comprehensive fee schedule outlines the designated service providers, insurance premiums, and administrative fees for Plan Year 2026, compared against Plan Year 2025. Highlighted fields indicate changes, pending approvals (TBD), or cost increases.

Plan Description	2025 Monthly Rate and Designated Service Provider	2026 Monthly Rate and Designated Service Provider
1) PEBC Dental HMO Plan	**Delta DHMO**	**Delta DHMO**
Insurance Premium		
Employee Only	11.94	11.94
Employee & Spouse	20.34	20.34
Employee & Child(ren)	26.84	26.84
Employee & Family	34.30	34.30
2) PEBC Dental PPO Plan	**Delta DPPO**	**Delta DPPO**
Self-Funded Plan Administration Fees (PEPM)		
Dental PPO Providers Network Access Fee and Claims Administration Services	3.74	3.74
3) PEBC Vision Plan	**VSP**	**VSP**
Insurance Premium		
Employee Only	6.25	6.25
Employee & Spouse	11.70	11.70
Employee & Child(ren)	12.45	12.45
Employee & Family	19.40	19.40
4) PEBC Medical Plans (HDP Plan & PPO Plan) Active EE	**BlueCross BlueShield of Texas (BCBSTX)**	**BlueCross BlueShield of Texas (BCBSTX)**
Self-Funded Plan Administration Fees (PEPM)		
Total PEPM for Medical Plan (HDP/PPO) Services "Base Fee" includes - Claims Administration, TPA Services, Medical Provider Services, Network Access, Medical Management, Disease Management (Asthma, Diabetes, Coronary Heart Disease) Subrogation Services, NurseLine, Weight Loss Program, Mental Health/Behavioral Health/Substance Abuse Provider Network Access, Claims Administration, Behavioral Health Solutions and ABA Clinical Support.	22.30	22.30

Plan Description	2025 Monthly Rate and Designated Service Provider	2026 Monthly Rate and Designated Service Provider
5) PEBC Medical Plans (HDP Plan & PPO Plan) Retiree	**BlueCross BlueShield of Texas (BCBSTX)**	**BlueCross BlueShield of Texas (BCBSTX)**
Self-Funded Plan Administration Fees (PEPM)		
Total PEPM for Medical Plan (HDP/PPO) Services "Base Fee" includes - Claims Administration, TPA Services, Medical Provider Services, Network Access, Medical Management, Disease Management (Asthma, Diabetes, Coronary Heart Disease) Subrogation Services, NurseLine, Real Appeal Weight Loss Program, Mental Health/Behavioral Health/Substance Abuse Provider Network Access, Claims Administration, Behavioral Health Solutions and ABA Clinical Support	22.30	22.30
6) PEBC Employee Assistance Program (EAP)	**BCBSTX/ ComPsych**	**BCBSTX/ ComPsych**
Capitated Rate Applicable to Active Employees Only (PEPM)		
EAP Mental Health (Employee Plans - HDP/PPO/OPT)	1.36	1.36
7) PEBC Wellness Program	**BlueCross BlueShield of Texas (BCBSTX)**	**BlueCross BlueShield of Texas (BCBSTX)**
Capitated Rate Applicable to Active Employees Only (PEPM)		
Active Employees and Eligible Spouses enrolled in HDP/PPO	5.85	5.85
8) PEBC Account-Based Health Plan Services (HSA Accounts)	**BCBSTX/ Health Equity**	**BCBSTX/ Health Equity**
HDP/HSA Administration Fee (PEPM)		
Health Savings Account (HSA) Trustee Services (Active Employees Only)		
Tarrant County Contributions to Employee Health Savings Accounts		
HSA Employer Annual *Individual* Contribution	900.00	900.00
Newly Hired HSA ER Annual Contribution Prorated		
HSA Employer Annual *Family* Contribution	950.00	950.00
Newly Hired HSA ER Annual Contribution Prorated		
9) PEBC Medical and Rx (HDP/PPO) Reinsurance Services	**Voya**	**TBD**
Insurance Premium for $500,000 Deductible (Per Subscriber Per Month)		
Stop Loss Premium (ISL)	55.14 PEPM	**TBD**
	BCBSTX	**BCBSTX**
Carve-Out Vendor/ Third-Party Stop-Loss Carrier Fee/ ThridParty SL Carrier Fee, 2,000+Ees	0.50	**TBD**

Plan Description	2025 Monthly Rate and Designated Service Provider	2026 Monthly Rate and Designated Service Provider
10) PEBC Medical Plans (HDP/PPO) Pharmacy Services		
	BlueCross BlueShield of Texas (BCBSTX)	**BlueCross BlueShield of Texas (BCBSTX)**
Self-Funded Plan Administration Program Fee (PEPM)		
Three (3) Tier with Formulary	**Prime Therapeutics**	**Prime Therapeutics**
National Pharmacy Network Access and Pharmacy Benefits Manager (PBM) Services	No fees assessed. Rebate credit that is expected on the admin invoice is 201.92 PEPM.	No fees assessed. Rebate credit that is expected on the admin invoice is 227.53 PEPM.
11) PEBC Long Term Disability Insurance		
	The Standard	**The Standard**
Insurance Premium		
Payroll Percentage	0.130% of Payroll	0.130% of Payroll
12) PEBC Group Life Insurance		
	The Hartford	**The Standard**
Insurance Premium		
Basic Life per $1,000	0.051	0.035
Basic Life AD&D per $1,000	0.015	0.015
Employee Optional Life/Spouse Life per $1,000		
Under 30	0.034	0.034
30-34	0.051	0.500
35-39	0.068	0.680
40-44	0.100	0.100
45-49	0.150	0.150
50-54	0.230	0.230
55-59	0.400	0.400
60-64	0.660	0.660
65-69	1.105	0.970
70 & over	1.887	1.750
Employee Optional Life AD&D per $1,000	0.025	0.025
Dependent Life $10,000/$5,000	2.10/family	2.10/family
Dependent Life $5,000/$2,500	1.05/family	1.05/family
13) PEBC Employer Flexible Spending Credits		
Tarrant County Contributions to Employee Flexible Spending Accounts (General FSA/Limited Purpose FSA)		
Opt-outs (Employee declines County Medical Coverage)	240.24 Annual	240.24 Annual
Newly Hired FSA ER Annual Contribution Prorated		
Opt-ins (Employee elects County Medical Coverage)	240.24 Annual	240.24 Annual
Newly Hired FSA ER Annual Contribution Prorated		
PEBC Wellness Reward - Earned by Employee Only	300.00 Annual	300.00 Annual
PEBC Wellness Reward - Earned by Employee & Spouse	600.00 Annual	600.00 Annual

Plan Description	2025 Monthly Rate and Designated Service Provider	2026 Monthly Rate and Designated Service Provider
14) PEBC Flexible Spending Administration, COBRA Administration, and Retiree Direct Billing	**BCBSTX/ Health Equity**	**BCBSTX/ Health Equity**
Administration Fees		
Health and Dependent Care Flexible Spending Accounts Participant Monthly Administration Fee	HCFSA 2.60 PPPM DCFSA 2.60 PPPM LPFSA 2.25 PPPM	HCFSA 2.60 PPPM DCFSA 2.60 PPPM LPFSA 2.25 PPPM
COBRA Administration Fee	**PEPM**	**PEPM**
Initial Notification Letter Qualifying Event HIPAA Certificate Expiration or Notices for Federal Law/Acts Percentage of COBRA Premiums	0.45 PEPM	0.45 PEPM
Retiree Billing Administration		
Fee Per Participant	5.00 PPPM	5.00 PPPM
15) PEBC Retiree Medicare-Based Retiree Group Medical Plans	**Blue Cross Blue Shield of TX (BCBSTX)**	**Blue Cross Blue Shield of TX (BCBSTX)**
Retiree Insurance Premium		
Medicare Advantage (HMO) Plan PMA (Pre & Post-65 with Medicare)	**PMA**	**PMA**
Retiree Only	130.00	130.00
Retiree and Spouse	260.00	260.00
Medicare Advantage PPO Plan MPO (Pre & Post-65 with Medicare)	**MPO**	**MPO**
Retiree Only	260.00	260.00
Retiree and Spouse	520.00	520.00
Total Rate for "Add-On" Self-funded PPO Accrual to Retiree Insurance Premium		
(Retirees with Non-Medicare Eligible Dependents, Enrolled in the Self-funded PEBC PPO Medical Plan)		
Spouse	1,423.97	1,566.38
Child(ren)	709.57	780.54
Spouse and Child(ren)	1,944.07	2,138.49
16) Spouse Medical Plan Surcharge The Spouse Medical Plan Surcharge is an additional premium that employees may need to pay for their spouse's health insurance coverage if the spouse has the option to obtain medical coverage through their own employer but chooses not to do so. This surcharge applies when the spouse decides not to enroll in their employer's plan, even though they are eligible. The surcharge also applies if an employee fails to submit the Spouse Medical Plan Surcharge affidavit during Annual Enrollment.	200.00	**TBD**

Active Employee Medical Monthly Contribution Rates

For Plan Year 2026, the proposed active employee medical contribution rates reflect both market conditions and the County's ongoing commitment to provide affordable health coverage. The High-Deductible Health Plan (HDP/HSA) will return to the same employee monthly contribution rates last used in 2024, preserving a low-cost option for employees while maintaining the County's Health Savings Account seed contributions of $900 for Employee Only coverage and $950 for Family coverage. The PPO Medical Plan will increase by approximately 10% to reflect projected claim costs and ensure sustainability of the plan.

It is important to note that for Plan Year 2025, employee medical contribution rates were lowered because reserves and claims experience allowed the County to provide temporary rate relief. The 2026 rates represent a return to sustainable levels following that one-year reduction.

As of September 1, 2025, a total of 3,788 active employees are covered under County medical plans, with 403 employees opting out. These contribution adjustments balance employee affordability with the fiscal responsibility of managing long-term healthcare costs.

Plan Year 2026 Proposed Rates

High-Deductible Health Plan Monthly Rates (HDP/HSA)

Coverage Tier	2025 Employee Contribution	2026 Employee Contribution	Difference
Employee Only	$71.00	$90.00	+$19.00
Employee + Spouse	$295.00	$349.00	+$54.00
Employee + Child(ren)	$215.00	$253.00	+$38.00
Employee + Family	$344.00	$409.00	+$65.00

PPO Medical Plan Monthly Rates

Coverage Tier	2025 Employee Contribution	2026 Employee Contribution	Difference
Employee Only	$174.00	$191.00	+$17.00
Employee + Spouse	$496.00	$545.00	+$49.00
Employee + Child(ren)	$368.00	$405.00	+$37.00
Employee + Family	$590.00	$650.00	+$60.00

Self-Funded PPO and HDHP Retiree Rates

Pre-65 Retiree (Not Medicare Eligible)

It is recommended that Commissioners Court approve the proposed 2026 contribution rates for Pre-65 retirees. These rates are calculated by applying a 10% increase to the 2025 total monthly rates. Retirees with less than 10 years of service will pay the full 2026 total rate, while those with 10 or more years of service continue to share costs with the County according to service-based subsidy levels. As of September 1, 2025, there are 383 Pre-65 retirees, with 22 enrolled in the HDHP and 361 enrolled in the PPO.

0–9 Years of Service – HDHP Plan

Coverage Level	2025 Retiree Premium	2025 Total Rate	2026 Retiree Premium	2026 Total Rate
Retiree Only	$1,233.84 (100%)	$1,233.84	$1,357.22 (100%)	$1,357.22
Retiree + Spouse	$2,545.26 (100%)	$2,545.26	$2,799.79 (100%)	$2,799.79
Retiree + Child(ren)	$1,857.56 (100%)	$1,857.56	$2,043.32 (100%)	$2,043.32
Retiree + Family	$2,971.42 (100%)	$2,971.42	$3,268.56 (100%)	$3,268.56

0–9 Years of Service – PPO Plan

Coverage Level	2025 Retiree Premium	2025 Total Rate	2026 Retiree Premium	2026 Total Rate
Retiree Only	$1,334.88 (100%)	$1,334.88	$1,468.37 (100%)	$1,468.37
Retiree + Spouse	$2,758.86 (100%)	$2,758.86	$3,034.75 (100%)	$3,034.75
Retiree + Child(ren)	$2,044.46 (100%)	$2,044.46	$2,248.91 (100%)	$2,248.91
Retiree + Family	$3,278.96 (100%)	$3,278.96	$3,606.86 (100%)	$3,606.86

10–14 Years of Service – HDHP Plan

Coverage Level	2025 Retiree Premium	2025 Total Rate	2026 Retiree Premium	2026 Total Rate
Retiree Only	$925.38 (75%)	$1,233.84	$1,017.92 (75%)	$1,357.22
Retiree + Spouse	$1,908.95 (75%)	$2,545.26	$2,099.84 (75%)	$2,799.79
Retiree + Child(ren)	$1,393.17 (75%)	$1,857.56	$1,532.49 (75%)	$2,043.32
Retiree + Family	$2,228.57 (75%)	$2,971.42	$2,451.42 (75%)	$3,268.56

10–14 Years of Service – PPO Plan

Coverage Level	2025 Retiree Premium	2025 Total Rate	2026 Retiree Premium	2026 Total Rate
Retiree Only	$1,001.16 (75%)	$1,334.88	$1,101.28 (75%)	$1,468.37
Retiree + Spouse	$2,069.15 (75%)	$2,758.86	$2,276.06 (75%)	$3,034.75
Retiree + Child(ren)	$1,533.35 (75%)	$2,044.46	$1,686.68 (75%)	$2,248.91
Retiree + Family	$2,459.22 (75%)	$3,278.96	$2,705.14 (75%)	$3,606.86

15–19 Years of Service – HDHP Plan

Coverage Level	2025 Retiree Premium	2025 Total Rate	2026 Retiree Premium	2026 Total Rate
Retiree Only	$678.61 (55%)	$1,233.84	$746.47 (55%)	$1,357.22
Retiree + Spouse	$1,399.89 (55%)	$2,545.26	$1,539.88 (55%)	$2,799.79
Retiree + Child(ren)	$1,021.66 (55%)	$1,857.56	$1,123.82 (55%)	$2,043.32
Retiree + Family	$1,634.28 (55%)	$2,971.42	$1,797.71 (55%)	$3,268.56

15–19 Years of Service – PPO Plan

Coverage Level	2025 Retiree Premium	2025 Total Rate	2026 Retiree Premium	2026 Total Rate
Retiree Only	$734.18 (55%)	$1,334.88	$807.60 (55%)	$1,468.37
Retiree + Spouse	$1,517.37 (55%)	$2,758.86	$1,669.11 (55%)	$3,034.75
Retiree + Child(ren)	$1,124.45 (55%)	$2,044.46	$1,236.90 (55%)	$2,248.91
Retiree + Family	$1,803.43 (55%)	$3,278.96	$1,983.77 (55%)	$3,606.86

20–24 Years of Service – HDHP Plan

Coverage Level	2025 Retiree Premium	2025 Total Rate	2026 Retiree Premium	2026 Total Rate
Retiree Only	$493.54 (40%)	$1,233.84	$542.89 (40%)	$1,357.22
Retiree + Spouse	$1,018.10 (40%)	$2,545.26	$1,119.91 (40%)	$2,799.79
Retiree + Child(ren)	$743.02 (40%)	$1,857.56	$817.33 (40%)	$2,043.32
Retiree + Family	$1,188.57 (40%)	$2,971.42	$1,307.42 (40%)	$3,268.56

20–24 Years of Service – PPO Plan

Coverage Level	2025 Retiree Premium	2025 Total Rate	2026 Retiree Premium	2026 Total Rate
Retiree Only	$533.95 (40%)	$1,334.88	$587.35 (40%)	$1,468.37
Retiree + Spouse	$1,103.54 (40%)	$2,758.86	$1,213.90 (40%)	$3,034.75
Retiree + Child(ren)	$817.78 (40%)	$2,044.46	$899.56 (40%)	$2,248.91
Retiree + Family	$1,311.58 (40%)	$3,278.96	$1,442.74 (40%)	$3,606.86

25+ Years of Service – HDHP Plan

Coverage Level	2025 Retiree Premium	2025 Total Rate	2026 Retiree Premium	2026 Total Rate
Retiree Only	$246.77 (20%)	$1,233.84	$271.44 (20%)	$1,357.22
Retiree + Spouse	$509.05 (20%)	$2,545.26	$559.96 (20%)	$2,799.79
Retiree + Child(ren)	$371.51 (20%)	$1,857.56	$408.66 (20%)	$2,043.32
Retiree + Family	$594.28 (20%)	$2,971.42	$653.71 (20%)	$3,268.56

25+ Years of Service – PPO Plan

Coverage Level	2025 Retiree Premium	2025 Total Rate	2026 Retiree Premium	2026 Total Rate
Retiree Only	$266.98 (20%)	$1,334.88	$293.67 (20%)	$1,468.37
Retiree + Spouse	$551.77 (20%)	$2,758.86	$606.95 (20%)	$3,034.75
Retiree + Child(ren)	$408.89 (20%)	$2,044.46	$449.78 (20%)	$2,248.91
Retiree + Family	$655.79 (20%)	$3,278.96	$721.37 (20%)	$3,606.86

Medicare Advantage PPO and HMO Retiree Rates

Medicare Eligible Retirees

This exhibit reflects Medicare Advantage retiree rates. Both the PPO and HMO retiree-only rates remain unchanged for 2026. As of September 1, 2025, there are 710 retirees enrolled in these plans. Of this total, 610 retirees are enrolled in the Medicare Advantage PPO, while 100 retirees are enrolled in the Medicare Advantage HMO.

Years of Service (YOS)	Coverage Level	Retiree Share 2025	County Share 2025	Total 2025 Rate	Retiree Share 2026	County Share 2026	Total 2026 Rate
Less than 10 YOS	Retiree Only (PPO)	$260.00	$0	$260.00	$260.00	$0	$260.00
More than 10 YOS	Retiree Only (PPO)	$135.00	$125.00	$260.00	$135.00	$125.00	$260.00
Less than 10 YOS	Retiree Only (HMO)	$160.00	$0	$160.00	$160.00	$0	$160.00
More than 10 YOS	Retiree Only (HMO)	$71.50	$88.50	$160.00	$71.50	$88.50	$160.00

Note: If a retiree covers more than one Medicare-eligible dependent (spouse and/or child), the rate is a multiple of the retiree-only premium. For example, a retiree + Medicare spouse is 2x the retiree-only rate, and retiree + Medicare spouse + Medicare child is 3x.

In addition to the rates listed above, retirees are responsible for the Medicare Part B premium (rate is not finalized for 2026). The retiree pays the Part B premium directly to Medicare.

The following exhibit provides details for retirees who do cover non-Medicare dependents on the County's self-funded PPO plan, where costs increase in alignment with the under-65 PPO adjustments.

Medicare Advantage Retirees with Non-Medicare Dependents

This group reflects retirees enrolled in the Medicare Advantage PPO or HMO plans who cover non-Medicare eligible dependents on the County's self-funded PPO plan. While the Medicare Advantage retiree premium itself is unchanged, retirees in this category will have an increase when covering a non-Medicare dependent. This exhibit is provided to ensure transparency on how the Pre-65 rate adjustments (Exhibit C-3) flow through to these retirees.

These rates move with and is subject to approval under Exhibit C-2.

As of September 1, 2025, there are 34 retirees enrolled in these plans. Of this total, 33 retirees are enrolled in the Medicare Advantage PPO with PPO-covered dependents, while 1 retiree is enrolled in the Medicare Advantage HMO with PPO-covered dependents.

Table 1- Medicare Advantage PPO Retirees with Non-Medicare Dependents (PPO)

YOS	Coverage Level	2025 Retiree Premium	2025 County Cost	2025 Total Rate	2026 Retiree Premium	2026 County Cost	2026 Total Rate
0–9	Retiree + Non-Medicare Spouse	$1,683.98	$-	$1,683.98	$1,826.38	$-	$1,826.38
0–9	Retiree + Non-Medicare Child(ren)	$969.58	$-	$969.58	$1,040.54	$-	$1,040.54
0–9	Retiree + Non-Medicare Family	$2,204.08	$-	$2,204.08	$2,398.49	$-	$2,398.49
0–9	Retiree + Family (Medicare spouse)	$1,229.58	$-	$1,229.58	$1,300.54	$-	$1,300.54
10–14	Retiree + Non-Medicare Spouse	$1,203.00	$480.98	$1,683.98	$1,309.78	$516.59	$1,826.38
10–14	Retiree + Non-Medicare Child(ren)	$667.20	$302.38	$969.58	$720.40	$320.13	$1,040.54
10–14	Retiree + Non-Medicare Family	$1,593.06	$611.02	$2,204.08	$1,738.87	$659.62	$2,398.49
10–14	Retiree + Family (Medicare spouse)	$802.20	$427.38	$1,229.58	$855.40	$445.13	$1,300.54
15–19	Retiree + Non-Medicare Spouse	$918.20	$765.78	$1,683.98	$996.51	$829.87	$1,826.38
15–19	Retiree + Non-Medicare Child(ren)	$525.28	$444.30	$969.58	$564.30	$476.24	$1,040.54
15–19	Retiree + Non-Medicare Family	$1,204.24	$999.84	$2,204.08	$1,311.17	$1,087.32	$2,398.49
15–19	Retiree + Family (Medicare spouse)	$660.28	$569.30	$1,229.58	$699.30	$601.24	$1,300.54
20–24	Retiree + Non-Medicare Spouse	$704.60	$979.38	$1,683.98	$761.55	$1,064.83	$1,826.38
20–24	Retiree + Non-Medicare Child(ren)	$418.84	$550.74	$969.58	$447.22	$593.32	$1,040.54
20–24	Retiree + Non-Medicare Family	$912.64	$1,291.44	$2,204.08	$990.40	$1,408.09	$2,398.49
20–24	Retiree + Family (Medicare spouse)	$553.84	$675.74	$1,229.58	$582.22	$718.32	$1,300.54
25+	Retiree + Non-Medicare Spouse	$419.80	$1,264.18	$1,683.98	$448.28	$1,378.10	$1,826.38
25+	Retiree + Non-Medicare Child(ren)	$276.92	$692.66	$969.58	$291.11	$749.43	$1,040.54
25+	Retiree + Non-Medicare Family	$523.82	$1,680.26	$2,204.08	$562.70	$1,835.79	$2,398.49
25+	Retiree + Family (Medicare spouse)	$411.92	$817.66	$1,229.58	$426.11	$874.43	$1,300.54

Table 2- Medicare Advantage HMO Retirees with Non-Medicare Dependents (PPO)

YOS	Coverage Level	2025 Retiree Premium	2025 County Cost	2025 Total Rate	2026 Retiree Premium	2026 County Cost	2026 Total Rate
0–9	Retiree + Non-Medicare Spouse	$1,553.98	$-	$1,553.98	$1,696.38	$-	$1,696.38
0–9	Retiree + Non-Medicare Child(ren)	$839.58	$-	$839.58	$910.54	$-	$910.54
0–9	Retiree + Non-Medicare Family	$2,074.08	$-	$2,074.08	$2,268.49	$-	$2,268.49
0–9	Retiree + Family (Medicare spouse)	$969.58	$-	$969.58	$1,040.54	$-	$1,040.54
10–14	Retiree + Non-Medicare Spouse	$1,139.50	$414.48	$1,553.98	$1,246.28	$450.09	$1,696.38
10–14	Retiree + Non-Medicare Child(ren)	$603.70	$235.88	$839.58	$656.90	$253.63	$910.54
10–14	Retiree + Non-Medicare Family	$1,529.56	$544.52	$2,074.08	$1,675.37	$593.12	$2,268.49
10–14	Retiree + Family (Medicare spouse)	$675.20	$294.38	$969.58	$728.40	$312.13	$1,040.54
15–19	Retiree + Non-Medicare Spouse	$854.70	$699.28	$1,553.98	$933.01	$763.37	$1,696.38
15–19	Retiree + Non-Medicare Child(ren)	$461.78	$377.80	$839.58	$500.80	$409.74	$910.54
15–19	Retiree + Non-Medicare Family	$1,140.74	$933.34	$2,074.08	$1,247.67	$1,020.82	$2,268.49
15–19	Retiree + Family (Medicare spouse)	$533.28	$436.30	$969.58	$572.30	$468.24	$1,040.54
20–24	Retiree + Non-Medicare Spouse	$641.10	$912.88	$1,553.98	$698.05	$998.33	$1,696.38
20–24	Retiree + Non-Medicare Child(ren)	$355.34	$484.24	$839.58	$383.72	$526.82	$910.54
20–24	Retiree + Non-Medicare Family	$849.14	$1,224.94	$2,074.08	$926.90	$1,341.59	$2,268.49
20–24	Retiree + Family (Medicare spouse)	$426.84	$542.74	$969.58	$455.22	$585.32	$1,040.54
25+	Retiree + Non-Medicare Spouse	$356.30	$1,197.68	$1,553.98	$384.78	$1,311.60	$1,696.38
25+	Retiree + Non-Medicare Child(ren)	$213.42	$626.16	$839.58	$227.61	$682.93	$910.54
25+	Retiree + Non-Medicare Family	$460.32	$1,613.76	$2,074.08	$499.20	$1,769.29	$2,268.49
25+	Retiree + Family (Medicare spouse)	$284.92	$684.66	$969.58	$299.11	$741.43	$1,040.54

Dental and Vision Monthly Contribution Rates

Active Employee & Retirees

It is recommended that Commissioners Court approve the proposed 2026 contribution rates for the employee and retiree dental and vision plans. The PEBC Dental PPO Plan reflects an overall increase of approximately 2%, while the Dental HMO Plan and the Vision Plan remain unchanged from 2025. All dental and vision plan costs continue to be fully funded by employee and retiree premiums.

Self-Insured Dental PPO Plan (Census as of 9/1/2025: 3,557)
Action for 2026: Increase total rate by ~2%.

Coverage Tier	2026 Employee Contribution	2026 Employer Contribution	2026 Total Accrual	2025 Rate
Employee Only	$41.00	$0.00	$41.00	$40.44
Employee + Spouse	$75.00	$0.00	$75.00	$73.52
Employee + Child(ren)	$96.00	$0.00	$96.00	$94.36
Employee + Family	$132.00	$0.00	$132.00	$129.90

Fully Insured Dental HMO Plan (Census as of 9/1/2025: 1,159 participants)
Action for 2026: No change from 2025.

Coverage Tier	2026 Employee Contribution	2026 Employer Contribution	2026 Total Provider Cost	2025 Rate
Employee Only	$11.94	$0.00	$11.94	$11.94
Employee + Spouse	$20.34	$0.00	$20.34	$20.34
Employee + Child(ren)	$26.84	$0.00	$26.84	$26.84
Employee + Family	$34.30	$0.00	$34.30	$34.30

Fully Insured Vision Plan (Census as of 9/1/2025: 4,108 participants)
Action for 2026: No change from 2025.

Coverage Tier	2026 Employee Contribution	2026 Employer Contribution	2026 Total Provider Cost	2025 Rate
Employee Only	$6.25	$0.00	$6.25	$6.25
Employee + Spouse	$11.70	$0.00	$11.70	$11.70
Employee + Child(ren)	$12.45	$0.00	$12.45	$12.45
Employee + Family	$19.40	$0.00	$19.40	$19.40

Group Life and AD&D Insurance

Line of Duty Benefit

Helping Protect Those Who Protect and Serve

On a daily basis, firefighters and police officers put their lives on the line to keep our homes and communities safe and secure. To help protect them and their families from a financial loss after a covered line of duty accident, Standard Insurance Company (The Standard) offers an optional Line of Duty Benefit to public employer groups with Group Life and AD&D insurance, who cover employees meeting the group policy's definition of a public safety officer.

This optional benefit provides public safety officers an additional $50,000 or 100 percent of the AD&D insurance benefit, whichever is less, when suffering a loss for which an AD&D insurance benefit is payable and which is the result of a line of duty accident.

Public safety officers include police officers, firefighters, corrections officers, judicial officers and officially recognized or designated volunteer firefighters meeting the definition of a public safety officer.

In the Line of Duty: The Stories Behind the Numbers

Two examples* of how the Line of Duty Benefit can help:

While on duty, a firefighter insured for $100,000 of Life and AD&D insurance coverage responds to a building fire. A gas leak occurs, causing an explosion that results in the firefighter's death. In this example, the firefighter's beneficiaries may be eligible to receive the following: Life benefit of $100,000 and AD&D benefit of $100,000, plus a $50,000 Line of Duty Benefit for a total payment of $250,000.

While on duty, a police officer insured for $100,000 of Life and AD&D insurance coverage is involved in a high-speed chase that ends in a collision, resulting in the loss of sight in one of his eyes. In this example, the police officer may be eligible to receive the following: An AD&D benefit of $50,000, as the policy pays 50 percent of the AD&D benefit for loss of the sight of one eye, plus a $50,000 Line of Duty Benefit for a total payment of $100,000.

With the Line of Duty Benefit from The Standard, public employer groups can help provide financial protection to public safety officers who have dedicated their lives to protect and serve.

For more information about the Line of Duty Benefit and Group Life and AD&D insurance available from The Standard, contact your insurance advisor or the Employee Benefits Sales and Service Office for your area today at 800.633.8575.

Standard Insurance Company
1100 SW Sixth Avenue
Portland OR 97204

www.standard.com

* The examples above are hypothetical and are used for illustrative purposes only. This policy has exclusions, limitations, reduction of benefits and terms under which the policy may be continued in force or terminated. Please contact The Standard for additional information, including costs and complete details of coverage.

The Standard is a marketing name for StanCorp Financial Group, Inc. and subsidiaries. Insurance products are offered by Standard Insurance Company of Portland, Oregon, in all states except New York. Product features and availability vary by state and are solely the responsibility of Standard Insurance Company.

GP190-LIFE/S399, GP190-LIFE/A997/S399, GP899-LIFE, GP411-LIFE, GP399-LIFE/TRUST

Line of Duty Benefit ER/PR
SI 11214 (7/19)

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 1
Department: Human Resources	**Prepared By:** Jennifer Jones	**Approved By:** Roxie Held

SUBJECT:

Consideration of Changes to the Table of Organization - Public Health

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the approval of changes to the Table of Organization for the Public Health Office as follow: add one (1) new Lactation Program Supervisor and one (1) WIC Certification Specialist positions effective September 17, 2025.

BACKGROUND

The Public Health Office is requesting the creation of a Grade 72 Lactation Program Supervisor and a Grade 17 WIC Certification Specialist for the F0060 Grant. The grant funded Lactation Program Supervisor will oversee peer counselors by managing scheduling, time approvals, clinic coverage, and performance appraisals, while also serving as a Certifying Authority for the WIC Program. In addition, this role provides advanced lactation counseling, delivers breastfeeding training to WIC staff and healthcare professionals, and promotes lactation support within the community. The grant funded WIC Certification Specialist position will provide appropriate health assessments, nutrition counseling and nutrition education to low-risk WIC participants. The Lactation Program Supervisor and WIC Certification Specialist positions have been reviewed by the Job Evaluation Committee.

FISCAL IMPACT

New position will be funded through Grants F0060-2025 and F0060-2026.

FY 2025
There will be no fiscal impact in FY2025.

FY2026
The Table of Organization salary change will result in an increase of $151,444.82 for FY 2026.

Attachments

2025-09-16 TO Change-PH.pdf

COMMISSIONERS COURT
COMMUNICATION

REFERENCE NUMBER

PAGE 1 OF 1

DATE: 09/16/2025

SUBJECT: **Consideration of Changes to the Table of Organization – Public Health Office**

*****CONSENT AGENDA*****

COMMISSIONERS COURT ACTION REQUESTED:

It is requested that the Commissioners Court consider the approval of changes to the Table of Organization for the Public Health Office as follow: add one (1) new Lactation Program Supervisor and one (1) WIC Certification Specialist positions effective September 17, 2025.

BACKGROUND:

The Public Health Office is requesting that a Grade 72 Lactation Program Supervisor and a Grade 17 WIC Certification Specialist position be created for the F0060 Grant. The grant funded Lactation Program Supervisor will oversee peer counselors by managing scheduling, time approvals, clinic coverage, and performance appraisals, while also serving as a Certifying Authority for the WIC Program. In addition, this role provides advanced lactation counseling, delivers breastfeeding training to WIC staff and healthcare professionals, and promotes lactation support within the community. The grant funded WIC Certification Specialist position will provide appropriate health assessments, nutrition counseling and nutrition education to low-risk WIC participants. The Lactation Program Supervisor and WIC Certification Specialist positions have been reviewed by the Job Evaluation Committee.

FISCAL IMPACT:

New position will be funded through Grants F0060-2025 and F0060-2026.

FY 2025
There will be no fiscal impact in FY2025.

FY2026
The Table of Organization salary change will result in an increase of $151,444.82 for FY 2026.

SUBMITTED BY:	Human Resources	PREPARED BY: APPROVED BY:	Jennifer Jones

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Department: Information Technology **Prepared By:** Bethany Sanchez Vazquez **Approved By:** Andre Mendes

SUBJECT:

Consideration the Justice of the Peace Courts eNotifications Statement of Work between Tarrant County and eCourtDate, Inc.

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a Statement of Work (SOW) to implement automatic archiving of electronic notifications for the eight (8) Justice of the Peace (JP) Courts in the Tyler Technologies' Odyssey Case Management Systems (CMS).

BACKGROUND

On September 17, 2024, the Commissioners Court, through Court Order #143901, approved Tarrant County's participation in the Texas Office of Court Administration (OCA) Court Reminders Program. This program, established under HB4293 of the 87th Texas Legislature and funded by the OCA, provides designated electronic notification messaging services to Tarrant County at no cost.

The request at this time is for approval of the SOW associated with developing a bi-directional integration between eCourtDate and the Odyssey CMS. This integration will allow electronic notifications for the eight JP Courts to be automatically archived, removing the need for Justice Court Clerks to manually send notices through Odyssey or Microsoft Outlook. The implementation is designed to simplify processes, reduce clerical workload, and enhance overall operational efficiency.

FISCAL IMPACT

The milestone payment schedule is delineated on Page 4 of the SOW. Funding in the amount of $66,500.00 has been requested in 22700-2026 Justice Court Technology/1810220000 IT Project Portfolio Management/540000 Capital.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $66,500 Contingent upon Commissioners Court approval of FY26 Budget

County Auditor

Attachments

IT Agreement.pdf

Justice of the Peace Courts eNotifications
Statement of Work & Service Plan Agreement

Project Overview

This document outlines the implementation plan for the electronic notification system across all eight Justice of the Peace (JP) Courts in Tarrant County. This initiative, facilitated by eCourtDate, aligns with the requirements of House Bill 4293 (HB4293) of the 87th Texas Legislature. Participation in the Texas Office of Court Administration (OCA) program, which provides notifications funding, was officially approved by the Tarrant County Commissioners Court on September 17, 2024.

eCourtDate assumes full responsibility for the creation, transmission, and management of all electronic mail (email), Short Message Service (SMS) communications, and printed notices. All such communications originate from a Criminal Justice Information Services (CJIS)-compliant environment, ensuring the utmost security and adherence to established criminal justice information standards.

Upon successful dispatch, each finalized notification will be automatically archived within Tyler Technologies' Odyssey Case Management System (ODY) via a direct Application Programming Interface (API) connection. The development of this critical integration, along with its associated annual support fees, is not covered by the OCA program and is therefore detailed within this Statement of Work (SOW). This seamless integration will eliminate the need for Tarrant County Clerks to manually send notices through ODY or Microsoft Outlook, significantly enhancing operational efficiency.

PHASE 1 – JP Courts Configuration and Template Intake

Req. Ref	Step	Description	Owner
BR001, BR002	1.1	Confirm events that trigger notifications (hearings, resets, deadlines, cancellations) for each JP Court.	eCourtDate + JP Managers
F0016, F0028	1.2	Gather each JP Court's existing templates (emails, letters) from ODY or shared drives and load them into eCourtDate.	eCourtDate
F0003, F0016	1.3	Configure templates in eCourtDate based on court preferences and template type (criminal/civil). Templates will be optimized with clear, action-oriented language to reduce failure-to-appear rates and improve engagement.	eCourtDate
F0006, F0007	1.4	Set automated timing rules (e.g., reminders 7 days and 1 day before hearing, notice upon cancellation).	eCourtDate

PHASE 2 – Contact Data, Event Triggers & Template Logic

Req. Ref	Step	Description	Owner
F0001, F0015	2.1	Configure eCourtDate to retrieve case party contact details (email, phone, mailing address) based on event triggers.	eCourtDate
F0002, F0022	2.2	Set up notifications to clerks when no email or phone is available for a party, with a fallback to a printed letter.	eCourtDate
F0023, F0024	2.3	If email is missing, eCourtDate will automatically generate a letter, send it to a court printer, and store a PDF copy.	eCourtDate
F0012, F0028	2.4	Authorized court staff can modify templates or attachments in eCourtDate with full audit tracking.	JP Clerk + eCourtDate

PHASE 3 – Notification Automation and Delivery

Req. Ref	Step	Description	Owner
F0004, F0016	3.1	Automatically generate and send SMS and email notifications based on events and templates configured in eCourtDate.	eCourtDate
F0005	3.2	Enable clerks to send additional, manual (ad hoc) messages directly from eCourtDate.	JP Clerks
F0008, F0018	3.3	All SMS and email notices will include opt-out functionality to comply with the Telephone Consumer Protection Act (TCPA).	eCourtDate
F0009, F0019	3.4	(Optional) Collect and report reason codes when a party opts out.	eCourtDate
F0014, F0027	3.5	Ensure messages are sent individually (no shared email/phone visibility among recipients).	eCourtDate
NF0001, NF0002	3.6	Use SMPP, SMTP, and other standard SMS/email delivery protocols to ensure security and compliance.	eCourtDate

PHASE 4 – Document Storage and ODY Archiving

Req. Ref	Step	Description	Owner
F0010, F0020, F0021, F0025, F0026	4.1	Every notification (SMS, email, or letter) will be stored as a PDF in the eCourtDate case history.	eCourtDate
Same as above	4.2	eCourtDate will automatically push the final PDF document to ODY's Document and Case Event tabs via API.	eCourtDate
–	4.3	Courts will retain access to both eCourtDate logs and ODY archival records.	eCourtDate + JP Managers

PHASE 5 – Reporting and Monitoring

Req. Ref	Step	Description	Owner
F0031–F0035	5.1	Provide detailed reports for sent, delivered, and failed messages per JP Court.	eCourtDate
F0036, F0037	5.2	Track and report on opt-outs (SMS and email) by party and by case.	eCourtDate
F0013, F0029	5.3	Maintain a searchable audit log for each message: template used, recipient, case number, and timestamp.	eCourtDate
F0030	5.4	(Optional) Enable calendar invites with hearing date for parties using email/calendar systems.	eCourtDate

PHASE 6 – Pilot, Rollout & Staff Training

Req. Ref	Step	Description	Owner
All	6.1	Launch the pilot with one court (e.g., JP6 or JP2) and verify the accuracy of the notice, ODY archiving, and contact rules.	eCourtDate + JP Clerk

All	6.2	Use feedback from the pilot to finalize templates, timing rules, and fallback settings.	eCourtDate
All	6.3	Begin full rollout court-by-court with JP configuration profiles.	eCourtDate
All	6.4	Provide virtual role-based training.	eCourtDate

Each phase is estimated to take two weeks to complete.

MILESTONE PAYMENT SCHEDULE

Time to Complete: 12 weeks

Milestone	Estimated Duration	% of Payment	Total
• **Storage (1TB):** Billable at contract signature.	1 day	-	$ 6,000.00
• **JP Court Configuration & Template Integration (Phases 1 & 2):** Includes contact data, event trigger setup, and template logic implementation across all JP Courts	4 weeks	35%	$20,650.00
• **Notification Automation & Data Management (Phases 3 & 4):** Encompasses automated notification delivery, document storage, and Odyssey archiving integration.	4 weeks	35%	$20,650.00
• **Reporting, Pilot & Training (Phase 5):** Covers complete reporting and monitoring setup, pilot program execution, and staff training completion.	2 weeks	20%	$11,800.00
• **Annual Integration Support:** Billable at Go-Live	1 day	-	$ 1,500.00
• **Post Go-Live Stabilization & County Sign-Off (Phase 6):** Includes 30-day post go-live stabilization period and final sign-off by Tarrant County.	2 weeks	10%	$ 5,900.00
Total Payment		**100%**	**$66,500.00**

eCourtDate will submit an invoice after the County has provided written acceptance of milestone completion.

Assumptions and constraints.

- Project scope is limited to features defined in this SOW.
- Integration will be via API via the Odyssey Case Management System (ODY).
- Payment processing is out of scope.
- Timelines depend on resource availability and collaboration from both parties.

Price, based on contracted rates.

- Development, Implementation, Setup and Storage: $59,000.00
- Annual Integration Support & Storage: $7,500.00 (1TB of storage)
- Code Escrow includes securely storing software assets for disaster recovery and compliance in a third-party escrow service: $10,000 (Optional)
- Optional services and support add-ons to be priced separately per future SOWs.

Implementation Process

The following information and implementation tasks are identified to help set expectations and ensure a smooth and effective rollout. The tasks identified are typical for most implementations. However, each project will be tailored to the specific requirements and needs of the department. The eCourtDate Project Manager will work closely with the Tarrant County project manager to help ensure a successful implementation.

Infrastructure Requirements

- A stored procedure or script that can extract data from your case management system and save it to a flat file.
- The procedure or script should run on an hourly or daily basis.
- Once the file is created, it should be sent to an SFTP server.
- eCourtDate can provide an SFTP server for your agency to use, or you can use your own. If you use your own, you will need to provide the credentials to eCourtDate.

eCourtDate Staffing Resources

- 1 Project Manager
- 1 Technical Lead
- 1 Training Specialist
- 1 Support Specialist

Engagement Clarifications

- Integration methods include API, SFTP, OAuth, and domain-based access.
- The one-time Implementation Fee includes onboarding and integration support.
- Additional services or features beyond the Standard Yearly Plan will be quoted separately.
- Each department will maintain administrative access over their instance/subdomain.
- Departments can schedule onboarding at their preferred time.
- Credits will be shared across agencies unless otherwise allocated by the County.

Planning Meetings

Unless otherwise agreed upon, progress meetings with your team and eCourtDate onboarding team will be held weekly.

Meetings are conducted virtually and scheduled at your convenience through our calendar.

eCourtDate Service Plan

VENDOR
eCourtDate, Inc.
855-670-7879
billing@ecourtdate.com
ecourtdate.com **Mailing Address**
382 NE 191st St #61350 Miami, FL, 33179 US
W9 (PDF)

CUSTOMER
Tarrant JP eNotifications 100 E Weatherford St
Fort Worth, TX 76196-0103

No subscription cost.

Product	Quantity	Price	Amount
Developer Plan	1	$ 0.00	$ 0.00
Annual Integration Support YEARLY	1	$ 1,500.00	$ 1,500.00
File Storage (1TB) YEARLY	1	$ 6,000.00	$ 6,000.00
Integration for Tyler Document * ONE-TIME *Integration per API endpoint, inclusive of conversion to a dynamic file template (1 template included)	1	$ 5,000.00	$ 5,000.00
Template One-Time Conversion	180	$ 300.00	$54,000.00

TOTAL **$66,500.00**

Effective Date
07/01/2025 or as of the date of signature of the last party to sign.

Renewal Date
TBD

Renewal Frequency
Yearly
All products are invoiced yearly upon go live date.

Billing Support
For any assistance with your Service Plan, email billing@ecourtdate.com or call 202-217-1668.

Multi-Year Discount
Save 10% on your Service Plan when you pay for two years in advance.

Service Plan Agreement

This Service Plan Agreement (the "Agreement") is entered into between eCourtDate, Inc., a Delaware Corporation with its principal place of business located at 382 NE 191st St #61350 Miami, Florida 33179 (the "Company") and the Customer Tarrant County, as described in the Service Plan, incorporated by reference herein, and will be effective from the date specified on the Service Plan (the "Effective Date"). (Company and Customer may be referred to singularly as a "Party" or collectively as the "Parties.")

Service Level Agreement

99.95% Guaranteed Uptime	We provide a high-availability service with a guaranteed uptime of 99.95%. Our architecture is designed to scale instantly based on traffic and can handle sustained usage 24/7. This uptime guarantee excludes scheduled maintenance and outages caused by third-party services or force majeure events.
Less Than 1s API Response Time	Our API is fast with most requests ranging from ~100ms - 1s response time. This ensures a responsive and performant experience for both human and machine users.
Staging Environment	We offer an isolated staging environment for simulated data testing. This environment allows users to test settings and features without affecting production environments or needing production data. We do not allow production data to be stored on the staging environment.
Employee Access	Our employees are not allowed access to customer data by default. Authorized customer users may request employees to access accounts on a limited basis for support. We generally provide support based on the staging account, which is restricted to simulated or test data.
Message Simulation	Message creating and dispatching can be simulated in the production environment to conduct smoke and regression testing without sending live messages.
Training Mode	Users can enable training mode in production environments to route messages to themselves for training purposes.
User Training	Administrator users can request training sessions for their team. Training sessions are conducted remotely and are typically 1 - 2 hours long. Training sessions are recorded and made available for future reference. Training for portal-only users is provided through walkthrough videos and in-app guides.
24/7 Priority Support	During outages or mission-critical failures, we provide 24/7 support with our engineering team.
Data Integrity	Point-in-time backups are available for up to 30 days while audit logs are available for the duration of the contract.
8 am - 8 pm EST Standard Support	We provide non-priority support during business hours with a guaranteed response within one business day. Any user requests are tracked through Help Tickets with an average resolution time of 2 - 5 business days. Any user-requested changes are only implemented in the staging environment.

Maintenance in Off Hours	We handle maintenance in your off hours to minimize downtime. Our Status Page lists any scheduled maintenance. We publish and communicate any planned service outages and releases through our Help Center, in-app alerts, and through email notifications to authorized users.
Product Changes	We publish and communicate any changes through our Help Center and through email notifications to our users. Changes are typically enhancements, maintenance, bug fixes, or new features. Changes are made in our development environment and then staging before it is available in production. We do not make changes that affect existing functionality without the Customer's approval. All software updates use a continuous-integration model with automated checks such as the following: unit tests, end-to-end tests, feature texts, Syntax/Lint tests, vulnerability scans, and outdated dependency scans. Changes are deployed to production monthly.
Unplanned Downtime and Outages	Unplanned downtime and outages are rare, but if they occur, the impact should be limited to a subset of functionality. Our engineering team will actively work to resolve the issue. Any known issues are communicated via email, in-app, and on our Status Page.
Browser Compatibility	We support the current and the two most recent versions of Chrome, Firefox, Safari, and Edge. We do not support Internet Explorer.
System Capacity	Our system is designed to scale horizontally and vertically to handle increased load. We monitor system capacity and performance and will notify the Customer if additional capacity is needed. By default, each agency is able to send 60 outbound SMS/MMS, 60 outbound voice calls, and 60 outbound emails every minute. Messages are delayed to the next minute if the limit is reached. There is no limit for inbound messages on any channel. For dedicated or high-volume customers, we support the following limits to ensure compliance with carriers and internet service providers: • Outbound SMS: 4,500 per minute • Outbound MMS: 1,200 per minute • Outbound Calls: 300 per minute • Outbound Emails: 1,200 per minute
Downtime Credits	For Dedicated and high-volume customers, if we fail to meet our uptime guarantee, we will provide a discount on the monthly usage period based on the following schedule: • 98.5% - 99% uptime: 5% credit • 98.5% - 98% uptime: 10% credit • Less than 98% uptime: 15% credit Note: downtime is only calculated for our API and web platforms. Scheduled maintenance, third-party outages, and force majeure events are excluded.
Disaster Continuity	In the event of a complete system failure, we have a disaster recovery plan in place. We maintain a backup of all data and can restore service within 4 hours. We will notify the Customer of any catastrophic failure and provide updates on the recovery process. For downtime exceeding 4 hours, we offer a standalone service that can be used to send messages and notifications. This service is hosted on a separate infrastructure region and is designed to be used in the event of a catastrophic failure of our primary service.

Software Escrow	We offer a software escrow service for dedicated plans. The software escrow agreement is a separate contract and is subject to additional fees ($10,000.00 optional).

Support Response and Resolution Times

Support requests are categorized based on the severity of the issue and its impact on system functionality. eCourtDate commits to the following response and resolution times:

Response and Resolution Times

Critical (P1)	System-wide outage, security breach, or severe degradation of core functionality with no available workaround.	Response Time: 1 hour	Resolution Time: 2 hours
High (P2)	Major feature impairment, substantial performance degradation, or issues affecting multiple users that impede essential functions.	Response Time: 4 hours	Resolution Time: 12 hours
Medium (P3)	Moderate impact on functionality, partial system impairment, or degraded performance with an available workaround.	Response Time: 1 business day	Resolution Time: 3 business days
Low (P4)	Minor issues, general inquiries, non-critical system behaviors, or cosmetic concerns that do not impact core functionality.	Response Time: 3 business days	Resolution Time: 10 business days

Support is available 24/7 for P1 (Critical) and P2 (High) issues. P3 (Medium) and P4 (Low) issues are addressed during standard business hours.

If an issue is not resolved within the specified Resolution Target, it is escalated as follows:

- P1 (Critical): Escalated to executive-level support within 1 hour and assigned highest priority until resolution.
- P2 (High): Escalated to senior support management within 2 hours and actively monitored.
- P3 (Medium): Reviewed within 1 business day and escalated as necessary based on impact assessment.
- P4 (Low): Reviewed periodically to ensure timely resolution based on customer priority.

This SLA does not apply to service disruptions caused by:

- External factors beyond eCourtDate's control, including but not limited to third-party service failures, force majeure events, or customer-side infrastructure issues.
- Carrier-related issues, including campaign registration and carrier blocks or spam filtering.
- Data requests related to dashboards and reports that do not directly impact core messaging functionality.
- Scheduled maintenance, provided that customers receive advance notice in accordance with eCourtDate's maintenance policy.
- Customer actions or omissions, such as delays in providing required information, approvals, or access necessary for troubleshooting and resolution.
- Requests requiring custom development, feature modifications, or professional services outside the scope of standard support.

Help requests must be initiated by a registered user as a support ticket in the affected agency or the eCourtDate help center.

Compliance and Remedies

If eCourtDate fails to meet the committed response or resolution times, customers may be eligible for service credits, as specified in their contractual agreement.

Service credits are the sole remedy for any SLA breach and do not apply if resolution is delayed due to factors outlined in the Service Level Exclusions.

eCourtDate maintains continuous system monitoring and follows NIST-aligned security protocols to ensure the highest levels of reliability and compliance with government IT standards.

Definitions

"Authorized Users" means the number of identifiable unique persons consisting of Customer's personnel and outside consultants who are authorized to access and use the Services, as specified in the applicable Service Plan. Authorized Users may include Customer's third-party consultants, outsourcers, contractors, and other service providers.

"End Users" means the contacts added by the Authorized Users and contained in Customer Data who are notified by the software.

"Customer Data" means the Customer's information or other data processed, stored, or transmitted by, in, or through the Services, including, but not limited to, personal information relating to the Customer's personnel, End Users, and prospective End Users.

"Portal" means the Company's website or mobile app including the Technology.

"Proprietary Rights" means any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property.

"Service Plan" means a form, incorporating the terms of this Agreement, by which a Customer selects and commences Services. A Service Plan can be either in written form, specified as a "Service Plan", or as an electronic form the Customer configures through the Portal.

"Services" means the service plans and features selected by the Customer and specified on the applicable Service Plan and any updates or upgrades to such services that may be generally released by the Company to all customers from time to time. These Services may change by mutual consent of the Parties, as recorded through the Service Plan.

"Technology" means the computer hardware, software, and other tangible equipment and intangible computer code necessary to deploy and serve the Services via the Portal.

"Services Portal" means a platform that allows the Customer to notify End Users of upcoming court dates and other legal events.

Customer Data

The Parties acknowledge that all Customer Data used with the Services and all the data derived from such Customer Data is and will remain the property of the Customer.

Company-supplied Data

The Company shall only be responsible for any Company-supplied data's accuracy, quality, integrity, legality, reliability, or appropriateness.

Use Restrictions

Customer covenants and agrees that its use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws.

Without limiting the generality of the foregoing, Customer shall not, nor shall it permit or assist others, (i) to abuse or fraudulently use the Services; (ii) to process or permit to be processed the data of any third party that is not expressly authorized herein to access and use such Services; and (iii) to attempt to copy, reverse engineer, decompile, disassemble, create a derivative work from, or otherwise attempt to derive the source code of any part of the Technology; or (iv) to access, alter, or destroy any information of any customer of the Company by fraudulent means or device, or attempt to do so.

Customer covenants and agrees that it has the right to use the End User's personal information for purposes of these services.

Customer covenants and agrees to inform End Users that the Services are provided only as a convenience, and there is no guarantee that notifications will be timely or that they will be transmitted at all.

Security

The Customer will be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of its link to the Internet. As part of the Services, the Company shall implement reasonable security procedures consistent with the prevailing industry standard to protect Customer Data from unauthorized access (the "Security Standard"). The Company will not, under any circumstances, be held responsible or liable for situations (i) where data or transmissions are accessed by third parties through illegal or illicit means, or (ii) where the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to the Company at the time. The Company will promptly report to the Customer any unauthorized access to Customer Data promptly upon discovery by the Company and the Company shall use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. In the event notification to persons included in such Customer Data is required, the Company will offer message credits to send correction notifications at no additional cost.

Technical Requirements for Services

The Services will be rendered in a manner that will support the Authorized User requirements and other requirements provided in the applicable Service Plan.

The Services will be scalable in a manner that allows the Services to meet any forecasted increase provided in the applicable Service Plan (services which aren't defined in this contract may incur additional expense).

Confidential Information

For purposes of this Agreement, "Confidential Information" means Customer Data and non-public aspects of Customer technology, computer programs, and business and technical information and data. In addition, Confidential Information includes information which, although not related to the Services or this Agreement, is nevertheless disclosed hereunder by either Party, and, in addition, is disclosed and identified by either Party as confidential or proprietary in nature.

Restrictions on Use and Disclosure. Company may use Confidential Information of the Customer only for the purposes of this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but, in any case, using no less than a reasonable degree of care. The Customer may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure.

Exclusions. The restrictions of this Agreement on use and disclosure of Confidential Information will not apply to information that: (i) is in the possession or control of the Company at the time of its disclosure hereunder; (ii) is, or becomes, publicly known, through no wrongful act of the Company; (iii) is received by the Company by a third party free to disclose it without obligation to the Customer; (iv) is independently developed by a party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by the Customer. However, notwithstanding any other language to the

contrary, both the Company and Customer may disclose Confidential Information pursuant to the requirements of a governmental agency or by operation of law.

Purchase of Additional Services

Customer may elect to purchase rights for additional messages, and/or additional services from time to time. Such additional purchases will be governed by the terms and conditions in this Agreement. The Customer agrees that, absent the Company's express written acceptance thereof, the terms and conditions contained in any Service Plan or other document issued by the Customer to the Company for the additional purchases, will not be binding on the Company if such terms and conditions are additional to or inconsistent with those contained in this Agreement.

Proprietary Rights Ownership

Ownership of the Proprietary Rights embodied in the Portal, Services, and the Technology will remain exclusively vested in and be the sole and exclusive property of the Company and its licensors. In addition, the Customer hereby transfers and assigns to the Company, any rights the Customer may have to any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by the Customer relating to the Services. The eCourtDate.com domain name, product names, and logos associated with the Services are trademarks of the Company or third parties, and no right or license is granted to use them.

Customer Representations and Warranties

The Customer represents and warrants that the performance of its obligations and use of the Services (by Customers and its Authorized Users) will not violate any applicable laws or regulations.

The Customer acknowledges that (i) the Company is not required to monitor the content of information passing through the Services for purposes of verifying accuracy or legal compliance and (ii) the Customer shall use commercially reasonable efforts to ensure that the information it and its Authorized Users transmit thereby complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.

The Customer represents and warrants that (i) it has the authority and right to transmit Customer Data (including End User's personal information) to the Company; and (ii) the use of Customer Data under this Agreement will not infringe the intellectual property rights or other proprietary rights of any third party. The Customer covenants that it will only supply the Company with data that the Customer has the right to supply. The Customer also covenants that it will not attempt to transmit any confidential or privileged messages to the End Users via the Portal.

In the event of breach by the Customer of any of the foregoing representations or warranties, in addition to any other remedies available at law or in equity, the Company will have the right to suspend immediately any Services if the Company deems it reasonably necessary to prevent any harm to the Company and its business. The Company shall provide notice to the Customer and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, the Company shall promptly restore the Services.

Company Representations and Warranties

The Company represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations under this Agreement, and (ii) the performance of its obligations and delivery of the Services to the Customer will not violate any applicable laws or regulations of the United States or cause a breach of any agreements between the Company and any third parties. In the event of a breach by the Company of the foregoing warranties, the Customer's sole remedy is termination of this Agreement upon written notice to the Company.

Limited Warranty

The Company represents and warrants that the Services will: (i) conform to all material operational features as described in the applicable Service Plan and (ii) be free of errors and defects that materially affect the performance of such features ("Limited Warranty"), provided that the Customer notifies the Company of any such non-conformity, error, or defect. The Customer's sole and exclusive remedy for breach of this Limited Warranty

will be the prompt correction of material, non-conforming Services at the Company's expense.

Disclaimer of Actions of Third Parties

The Company does not and cannot control the flow of data to or from the Company's Technology and other parts of the Internet. Such flow of data depends on the performance of the Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Customer's connections of the Internet (or portions thereof). Although the Company will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, the Company cannot guarantee that such events will not occur.

Options for Infringement Claims

If any party is enjoined from using the Technology, or if the Company believes that the Technology may become the subject of a claim of intellectual property infringement, the Company, at its option and expense, may: (i) procure the right for the Customer to continue to use the Services; (ii) replace or modify the Technology so as to make it non-infringing; provided, however, that the Services continue to conform to the descriptions and/or specifications provided in the applicable Service Plan; or (iii) terminate this Agreement, in which case the Company shall refund to the Customer any and fees paid in advance by the Customer for those Services not provided by the Company and provide, at the Customer's request and free of charge, the Customer Data in a database document format. This Section and the preceding Section set forth the entire liability of the Company to the Customer for any infringement by the Technology or Services of any intellectual property of a third party. Despite the foregoing, this Section does not apply to third-party software including, but not limited to, open-source software.

Liability Cap

In no event will the Company's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, exceed one (1) subscription fee.

Term and Termination

Term of Agreement. The initial term of this Agreement will commence as of the Effective Date and will continue for a period of one (1) year. At the Customer's option and approval by the Company, the contract may be renewed for additional twelve (12) month periods. If the Customer exercises the right in writing, the Company must update and submit any documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period.

Term of Service Plan. Any Service Plan created under this Agreement will commence upon the system going live and will continue thereafter as provided in the Service Plan; provided, however, that despite any other provision of this Agreement or in any Service Plan, all existing Service Plans will also terminate upon the expiration or termination of this Agreement.

Automatic Termination. Unless the Company promptly upon discovery of the relevant facts notifies the Customer to the contrary, in writing, this Agreement and all Service Plans will terminate immediately, without notice, upon the institution of insolvency, bankruptcy, or similar proceedings by or against the Company, any assignment or attempted assignment by the Company for the benefit of creditors, or any appointment, or application for such appointment, or a receiver for the Company.

Termination for Cause. If either Party fails to comply with any of the material terms and conditions of this Agreement or Service Plan including, but not limited to, the payment of any subscription fee or reimbursement due and payable to the Company under this Agreement, the non-defaulting Party may terminate this Agreement and/or all Service Plans upon thirty (30) days written notice to the defaulting Party specifying any such breach, unless within the period of such notice, all breaches specified have been remedied.

Effect of Termination. Upon any termination of this Agreement, the Customer will be denied access to the Portal. Termination will not relieve the Customer of its obligation to pay any undisputed fees accrued or payable to the Company prior to the effective date of termination. Customer is entitled to a prorated refund if this Agreement is

terminated as a result of Company's material breach of the Agreement. The payment of Customer obligations in fiscal years subsequent to the current year is contingent upon funds for this Agreement being appropriated and budgeted. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement, this Customer shall terminate, without any penalty to Customer.

The contract may be terminated by either party upon written thirty (30) day notice prior to cancellation.

Termination by the Company for End of Life

The Company intends to continue to provide and support the Services for as long as the Customer renews in accordance with the applicable Service Plan; provided, however, if the Company determines, in its sole discretion, that it is no longer feasible to support the Services, the Company may terminate this Agreement for end-of-life at any time by providing six (6) months' written notice to the Customer. In the event of such termination, the Company shall reimburse, on a prorated basis, any subscription fees paid by the Customer.

Transition Services

If the Customer is current in all payments due to the Company at the time of expiration or termination of this Agreement, the Company shall provide to the Customer its Customer Data in a mutually agreed upon format at no additional charge. If the Customer requests the Customer Data in a non-standard format, the Customer shall pay the Company a reasonable fee for technical services as determined by the Company.

Designed for Use Only Within Legal Jurisdictions

Access to this Software from locations where its use or contents are illegal is not authorized. The Customer acknowledges and agrees that its access and use of the Services is of its own volition, and it is responsible for compliance with local law.

User Suggestions to Company

The Company welcomes the Customer's feedback with regard to the Portal and the Services. However, the Company will not accept any creative ideas, suggestions, inventions, or materials other than those the Company has specifically requested ("Suggestions"). Any Suggestions will automatically become the property of the Company. None of the Suggestions will be subject to any obligation of confidentiality and the Company shall not be liable for its disclosure or use. The Company will have exclusive ownership of all now known or later discovered rights to the Suggestions and will be entitled to unrestricted use of the Suggestions for any purpose whatsoever, commercial or otherwise, without compensation to the Customer.

Severability

If any part of this Agreement is held to be unenforceable for any reason, the remainder of this Agreement will continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provisions would make the provision valid, then such provision will be deemed to be construed as so limited.

Governing Law

This Agreement and the rights and obligations of the Parties under it are governed by and interpreted in accordance with the laws of the State of TX without regard to principles of conflicts of law.

Notices

Any notices required or permitted to be given under this Agreement will be given in writing and will be delivered (i) virtual, (ii) by certified mail, postage prepaid, return receipt requested, or (iii) by commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices will be addressed to the address of the Party as specified in this Agreement or to such other address as the Party may specify in writing.

Assignment and Successors

Neither Party may assign this Agreement of any of its rights or obligations hereunder without the other's express written consent, except that either Party may assign its rights and obligations in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets relating to this Agreement. Except to the

extent forbidden in the previous sentence, this Agreement will be binding upon and inure to the benefit of the

respective successors and assigns of the Parties.

Continuing Obligations

The following obligations will survive the expiration of termination of this Agreement and the distribution grace period provided above: (i) any and all warranty disclaimers, limitations of liability, and indemnities granted by either Party, (ii) any covenant granted in this Agreement for the purpose of determining ownership of, or protecting, the Proprietary Rights including, but not limited to, the Confidential Information of either Party, or any remedy for breach thereof, and (iii) the payment of taxes, duties, or any money to the Company owed under this Agreement.

Force Majeure

Neither Party shall be liable for damages or any delay or failure of delivery arising out of causes beyond its reasonable control and without its fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures. Despite any other provision of this Agreement, if either Party cannot perform under this Agreement for a period of thirty (30) consecutive days, the other Party may terminate this Agreement immediately, without liability, by ten (10) days' written notice to the other.

U.S. Government End-Users

The Technology and the Company software incorporated therein, this Portal, and the Services all consist of "commercial items," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users of this Portal acquire only those rights set forth therein.

Criminal Background Check

If this contract requires that the Company personnel access Customer Data (either on-site or remotely) or access secure areas of Customer Facilities, then the Company personnel may be required to undergo a Criminal Justice Information Services (CJIS) Background Check, a Human Resources Criminal Background Check, or a Sheriff's Criminal Background Check. Criminal Background Checks will be paid for by the Customer.

Confidentiality, Integrity, Availability (C.I.A.)

The Company shall protect the Confidentiality, Integrity, and Availability (C.I.A.) of all Customer Data, ensuring extra levels of security. All Customer information must remain private and permit redaction of protected information before publication. Audit trails cannot be altered.

Breach Notification

The Company agrees that upon discovery of unauthorized access to Customer Data, the Company shall notify the Customer both orally and in writing. In no event shall the notification be made more than forty-eight (48) hours after the Company knows or reasonably suspects unauthorized access has or may have occurred. In the event of a suspected unauthorized Access, the Company agrees to reasonably coordinate with the Customer to investigate the occurrence.

Data Hosting

All Customer data will be 100% hosted within the United States.

FIPS 140-2 Compliance

The Company shall comply with the Federal Information Processing Standard (FIPS) Publication 140-2, Security Requirements for Cryptographic Modules, as required by the National Institute of Standards and Technology (NIST).

Accessibility Compliance

The Company agrees that all web products and services provided under this Agreement will comply with the Web Content Accessibility Guidelines (WCAG) 2.1 at Level AA. Furthermore, the Company will ensure compliance with all relevant accessibility standards and regulations required for government entities in the United States,

including but not limited to:

- **Section 508 of the Rehabilitation Act of 1973:** Ensuring that electronic and information technology developed, procured, maintained, or used by federal agencies is accessible to people with disabilities.
- **Americans with Disabilities Act (ADA):** Title II and Title III of the ADA mandate that state and local government services, programs, and activities, as well as places of public accommodation, must be accessible to individuals with disabilities.
- **State-Specific Accessibility Standards:** Compliance with any additional state-specific accessibility standards and guidelines that may apply.

The Company shall regularly review and update its products to ensure ongoing compliance with these standards. Documentation and compliance reports are listed here: Accessibility Compliance.

Approval

By signing, both parties agree to the scope and terms.

For eCourtDate

Signature

Ibrahim Aissam
Printed Name

CEO
Title

7-25-2025
Date

For Tarrant County

Signature

Tim O'Hare
Printed Name

County Judge
Title

Date

SIGNED AND EXECUTED this _____ day of _____, 2025.
COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare
County Judge

APPROVED AS TO FORM:

Criminal District Attorney's Office*

*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.

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 15
Department: Purchasing	**Prepared By:** Kehinde Olugbile	**Approved By:** Christopher Lax, CPSM, CPSD, CPCP

SUBJECT:

RFP No. F2025143 - Annual Contract for Pre-Court and Diversion Family Support Program - Juvenile Services - Lena Pope Home, Inc. - Per Contract Terms

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award RFP No. F2025143, Annual Contract for Pre-Court and Diversion Family Support Program, for Juvenile Services, to Lena Pope Home, Inc. at the per contract terms and approve contract.

BACKGROUND

Notice of the County's intent to bid was advertised in local newspapers, as required by State statute, and posted on the Internet, the Arlington Black Chamber of Commerce, the Fort Worth Hispanic Chamber of Commerce, the Fort Worth Metropolitan Black Chamber of Commerce, and the Tarrant County Asian American Chamber of Commerce. Seven hundred fifty-four (754) vendors were contacted and requested to participate in this proposal process. All documents pertaining to this RFP were posted on the Tarrant County website and were downloaded by interested parties. Six (6) proposals and five (5) no-bids were received.

The proposals were evaluated by Juvenile Services and Purchasing representatives. Evaluation was based upon the criteria and processes set forth in the RFP.

A Best and Final Offer was issued to the top scoring vendor which resulted in a four percent (4%) reduction in total price.

The proposal received from Lena Pope Home, Inc. meets all specifications and is acceptable to Juvenile Services. Recommendation was presented to the Tarrant County Juvenile Services Board and approved on August 20, 2025.

The term of the contract is twelve (12) months, effective October 1, 2025.

Subject to continued funding by the Commissioners Court, this agreement shall automatically renew October 1, 2026 and October 1, 2027, hereafter for two (2) twelve (12) month periods ending on September 30, 2028, unless sooner terminated by either party as provided herein.

The purpose of this contract is to provide comprehensive intervention services, including clinical assessment, counseling, skills-based training, coordinating of resources, and 24-hour crisis services to youth and their families referred to Tarrant County Juvenile Services and prior to adjudication by the juvenile court.

Therefore, it is the joint recommendation of Juvenile Services, Tarrant County Juvenile Services Board, and Purchasing that RFP No. F2025143, Annual Contract for Pre-Court and Diversion Family Support Program, be awarded to Lena Pope Home, Inc. at the per contract terms.

The contract is attached for approval and signature. The District Attorney's Office reviewed the contract as to form.

FISCAL IMPACT

Funding in the amount of $268,736.00 is available in account 10000-2026 General Fund/2610260000 Juvenile Services/569011 Professional Services.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $268,736 Contingent upon Commissioners Court approval of FY26 Budget

County Auditor

Attachments

Backup

RFP No. F2025143 Annual Contract for Pre-Court and Diversion Family Support Program

		Award
Evaluation Criteria	Max Points	**Lena Pope Home, Inc. Fort Worth, TX HUB - No**
Qualifications and Experience	190	**187**
Response to requirements	200	**190**
Proposed Program	200	**195**
References	60	**58**
Price	350	**242**
Total Score	1000	**872**

Notes: No-Bids were submitted from LC ID Badging Supplies, Pollock Investments Inc., Conscious Freedom, Bluum Technology USA, Texas Pipeline Services.

RFP No. F2025143 Annual Contract for Pre-Court and Diversion Family Support Program

Award

Evaluation Criteria	Max Points	**Lena Pope Home, Inc. Fort Worth, TX HUB - No**	DBL Connections Inc. Fort Worth, TX HUB - No
Qualifications and Experience	190	**187**	116
Response to requirements	200	**190**	175
Proposed Program	200	**195**	164
References	60	**58**	60
Price	350	**233**	48
Total Score	1000	**863**	563

Evaluation Criteria	Max Points	The Lincoln Center for Family and Youth Audubon, PA HUB - No	Cluster of Life Change, LLC Keller, TX HUB - No
Qualifications and Experience	190	168	81
Response to requirements	200	123	82
Proposed Program	200	179	150
References	60	20	60
Price	350	350	181
Total Score	1000	840	554

RFP No. F2025143 Annual Contract for Pre-Court and Diversion Family Support Program

Evaluation Criteria	Max Points	Collins Counseling Services LMSW, PLLC Mansfield, TX HUB - Yes	For Us Collective Dallas, TX HUB - No
Qualifications and Experience	190	104	67
Response to requirements	200	96	33
Proposed Program	200	97	90
References	60	54	36
Price	350	134	157
Total Score	1000	485	383

Notes: No-Bids were submitted from LC ID Badging Supplies, Pollock Investments Inc., Conscious Freedom, Bluum Technology USA, Texas Pipeline Services.

STATE OF TEXAS	§	**JUVENILE SERVICES CONTRACT**
	§	**WITH LENA POPE HOME, INC. FOR**
	§	**PRE-COURT AND DIVERSION**
COUNTY OF TARRANT	§	**FAMILY SUPPORT PROGRAM**

BACKGROUND

This Contract for services is between **Tarrant County, Texas**, hereinafter referred to as ("COUNTY"), and **Lena Pope Home, Inc.**, hereinafter referred to as ("PROVIDER"), for the provision of the **Pre-Court and Diversion Family Support Program.** The Commissioners Court finds that this Contract serves a public purpose to provide comprehensive intervention services, including clinical assessment, counseling, skills-based training, coordination of resources, and 24-hour crisis services to youth/families referred to Tarrant County Juvenile Services, also referred to as ("TCJS").

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

PROVIDER agrees to perform the following:

1.1 All services as described in the accepted proposal (incorporated by reference) under F2025143;

1.2 Targeted services for substance abuse and/or family violence;

1.3 Assessment with mobile option, completed and submitted within 10 days of referral;

1.4 Counseling/therapy, including in-home;

1.5 Education and skills-based training;

1.6 Brokering and coordinating of resources;

1.7 Crisis intervention;

1.8 Intake services to commence within 1 business day for in-custody youth, and 3 business days for other youth from time of referral for each youth and family referred;

1.9 Ensure services provided are culturally and linguistically appropriate;

1.10 Family Support Program is an average of two to six (2-6) months, with twenty to twenty-five (20-25) youth being served at any one time. It is expected that families will be seen at minimum once weekly for approximately one hour each visit, with 24-hour accessibility to a counselor for crisis intervention;

1.11 Documentation and reports such as service/treatment plans and relapse prevention plans, should be received by the 10th of every month for the previous service month;

1.12 Notifications of completion of initial sessions, weekly progress notes, 24-hour report of non-compliance, and 72-hour discharge notifications.

2 TERM

This Contract begins on October 1, 2025, and concludes on September 30, 2026.

3 EVALUATION CRITERIA

3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.

3.2 COUNTY shall evaluate PROVIDER'S performance under this Contract according to the following specific performance goals:

3.2.1 Decrease the risk of youthful re-offending through interventions which strengthen coping and communication skills in the family system;

3.2.2 Decrease the risk of youth involvement in the juvenile justice system by reducing youth's use of illegal substances;

3.2.3 Maximize permanence of behavioral change by intervening with adolescent offenders in their own families and communities; and

3.2.4 Youth and families return for all intake appointments and court hearings while enrolled in the program.

3.3 COUNTY shall additionally evaluate PROVIDER by the following output measures:

3.3.1 # of youth referred and enrolled in the program;

3.3.2 # of youth completing an assessment only; and

3.3.3 # of administrative reviews and court hearings.

3.4 COUNTY shall further evaluate PROVIDER by the following short term outcome measures:

3.4.1 Median number of days to engagement will not exceed 5 days;

3.4.2 75% of youth enrolled will not have a subsequent referral while enrolled in the program;

3.4.3 70% of youth enrolled will complete the program;

3.4.4 80% of families will report improvement in youth/family relationships following program participation; and

3.4.5 85% of youth completing the program will not be placed outside the home by the juvenile court within 6 months of completion.

3.5 COUNTY shall evaluate the program using the following long term outcome measures:

3.5.1 One year re-arrest rate shall not exceed 30%

3.6 PROVIDER shall submit a performance report by November 1, 2025, outlining the success and meeting the specified goals and objectives in the incorporated proposal.

4 COST

4.1 The COUNTY will pay PROVIDER no more than an amount of **$268,736** annually, pursuant to this Contract. COUNTY will pay PROVIDER within (30) days of invoice receipt when the PROVIDER satisfies the following conditions:

4.1.1 Rates for services shall conform to the incorporated proposal as follows: $97.15 per hour or extended services at $3,655.75 per referral;

4.1.2 Each billing should contain a brief description of services provided and the rate of which services have been billed;

4.1.3 PROVIDER will send a monthly invoice to Tarrant County Juvenile Services, ATTN: Chris Shahan, 2701 Kimbo Road, Fort Worth, TX 76111; via email cashahan@tarrantcountytx.gov; and

4.1.4 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested.

5 EXAMINATION AND RETENTION OF RECORDS

5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.

5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the youth when deemed necessary.

5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

6 CONFIDENTIALITY OF RECORDS

Juvenile records are expressly made confidential by law. PROVIDER shall maintain strict confidentiality of all information and records relating to the children and families served under this Contract, and shall not re-disclose any information except as required to perform the services described herein, or as may be required by law.

7 DUTY TO REPORT

7.1 As required by Texas Family Code Chapter 261, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made or the incident occurs to all of the following:

7.1.1 Local Law enforcement agency with jurisdiction; and

7.1.2 Texas Juvenile Justice Department ("TJJD"), by submitting a TJJD Incident Report Form to abuseneglect@tjjd.texas.gov (or if unable to complete the form within 24 hours, then by calling 866-477-8354 followed by submitting the report within 24 hours of said call); and

7.1.3 TCJS to facsimile number 817-838-4646, and via phone call to 817-838-4643.

7.2 PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.

8 FINANCIAL RESPONSIBILITY

PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.

9 AGENCY-INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This Contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This Contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

10 ASSIGNMENT AND SUBCONTRACT

PROVIDER may not assign or subcontract any of its rights duties and/or obligations arising out of this Contract without prior written consent of COUNTY.

11 THIRD PARTY BENEFICIARY EXCLUDED

This Contract does not protect any specific third party. The intent of this Contract excludes the idea of a suit by a third party beneficiary.

12 DISCLOSURE OF INFORMATION

12.1 PROVIDER warrants that, prior to entering into this Contract, it has conducted an annual criminal history check and has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Chief Probation Officer at 817-838-4643:

12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;

12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;

12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct contact with juveniles;

12.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;

12.1.5 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;

12.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and

12.1.7 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of youth being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

13 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all youth and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex religion, disability or national origin. PROVIDER shall abide by all applicable federal, state, and local laws and regulations.

14 OFFICIAL NOT TO BENEFIT

No officer, employee, or agent of COUNTY and no member of its governing body and no other public official of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Contract which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

15 COMPLIANCE WITH LAWS

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

16 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

16.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including but not limited to the obligation to pay, upon giving notice to the PROVIDER.

16.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

17 TERMINATION

17.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:

17.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or

17.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.

17.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.

17.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

18 DEFAULT

18.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:

18.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or

18.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms; or

18.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty calendar (30) days.

18.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to Contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

19 LIQUIDATED DAMAGES

19.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this contract.

19.2 In the event that this Contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this Contract term. PROVIDER also agrees to reimburse COUNTY for any monies paid for services not rendered by PROVIDER prior to the effective date of termination of this Contract.

20 NOTICE

Any notice or other writing required by this contract, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY
Mr. Riley Shaw
Director of Juvenile Services
2701 Kimbo Road
Fort Worth, Texas 76111

PROVIDER
Ms. Ashley Barnes Ph.D., CEO
Lena Pope Home, Inc.
3200 Sanguinet
Fort Worth, Texas 76107

20 WAIVER OF SUBROGATION

PROVIDER expressly waives any and all rights it may have to subrogation for any claims or rights of its employees, agents, owners, officers, interns, volunteers or subcontractors against COUNTY.

21 INDEMNIFICATION

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF PROVIDER, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS CONTRACT. PROVIDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS FOR ANY WRONGFUL OR NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF COUNTY OR TCJS'S AGENTS, EMPLOYEES OR SERVANTS ARISING FROM OR RELATED TO THIS CONTRACT FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

22 SOVEREIGN IMMUNITY

This Contract shall not be interpreted to inure to the benefit of a third party not a party to this Contract. This Contract 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 contract, party's agent, or party's employee, otherwise provided by law.

23 REPRESENTATION AND WARRANTIES

24.1 PROVIDER hereby represents and warrants the following:

24.1.1 That is has all necessary right, title, license and authority to enter into this Contract;

24.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;

24.1.3 That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions, as well as for any potential liabilities that arise from or related to this contract;

24.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations; and

24.1.5 That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both English and Spanish language versions of the following official notice forms that are available on the TJJD website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

24 TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

25 VENUE

Exclusive venue for any litigation arising from this Contract shall be in Tarrant County, Texas.

26 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

27.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation by TJJD, or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.

27.2 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate. ***(Attachment "A" - Family Code 231.006)***

27.3 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.

27.4 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the ***Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services*** – (***Attachment "B"***), if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.

27.5 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, TJJD, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received from the Contract form all or part of the consideration.

27.6 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.

27.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.

27.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.

27 LEGAL CONSTRUCTION

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

28 PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole and only Contract of the parties hereto and supersedes any prior understanding or written or oral Contract between the parties regarding the within subject matter.

29 AMENDMENTS

30.1 The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.

30.2 COUNTY may amend, modify or alter the terms of this Contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.

30 DISCLOSURE OF INTERESTED PARTIES

"Lena Pope, Inc. acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in **Attachment "C"**, with the Texas Ethics Commission as required by law".

31 ELECTRONIC SIGNATURES; FACSIMILE AND SCANNED COPIES; DUPLICATE ORGINALS; COUNTERPARTS; ADMISSIBILITY OF COPIES

Each party agrees that: (i) any electronic signature (if any), whether digital or encrypted, to this Agreement made by any party is intended to authenticate this Agreement and shall have the same force and effect as an original manual signature; and (ii) any signature to this Agreement by any party transmitted by facsimile or by electronic mail shall be valid and effective to bind that party so signing with the same force and effect as an original manual signature. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile or electronic transmission, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. This Agreement may be executed in multiple duplicate originals and all such duplicate originals shall be deemed to constitute one and the same instrument. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to constitute a single instrument. The parties agree that a true and correct copy of the original of this Agreement shall be admissible in a court of law in lieu of the original Agreement for all purposes of enforcement hereof.

EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the_____day of _____, 2025, by Commissioners Court Order Number_____

TARRANT COUNTY
STATE OF TEXAS

X 8-20-2025
Riley Shaw Date
Director of Juvenile Services
2701 Kimbo Road, Fort Worth, TX 76111

X 8/20/2025
Alex Kim Date
Juvenile Board Interim Chairman
2701 Kimbo Road, Fort Worth, TX 76111

COUNTY OF TARRANT
STATE OF TEXAS

_____
Tim O'Hare Date
County Judge

APPROVED AS TO FORM:

James Marvin Nichols
Criminal District Attorney's Office*

Lena Pope Home, Inc.

X Ashley Barnes 8/19/25
Ms. Ashley Barnes Date
Chief Executive Officer
3200 Sanguinet Street, Fort Worth, TX 76107

***CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF $268,736:**

10000-2026/2610260000/569011

CERTIFICATION OF
AVAILABLE FUNDS: $_____

_____
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.

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: RFP NO. F2025143 – Annual Contract for Pre-Court and Diversion Family Support Program – Juvenile Services – Lena Pope Home, Inc. – Per Contract Terms

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

   Yes_____ No __√__

2. Does the county action limit or restrict a real property right, even partially or temporarily?

   Yes_____ No __√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

****

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 6
Department: Purchasing	**Prepared By:** Emily Salter, CPPB	**Approved By:** Christopher Lax, CPSM, CPSD, CPCP

SUBJECT:

RFP No. F2025160 - Annual Contract for In-Car Mobile Data Computers - Sheriff's Office - GTS Technology Solutions, Inc. - Per Contract Terms

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award RFP No. F2025160, Annual Contract for In-Car Mobile Data Computers, for the Sheriff's Office, to GTS Technology Solutions, Inc. at the per contract terms.

BACKGROUND

Notice of the County's intent to bid was advertised in local newspapers, as required by State statute, and posted on the Internet, the Arlington Black Chamber of Commerce, the Fort Worth Hispanic Chamber of Commerce, the Fort Worth Metropolitan Black Chamber of Commerce, and the Tarrant County Asian American Chamber of Commerce. One thousand forty-nine (1049) vendors were contacted and requested to participate in this proposal process. All documents pertaining to this RFP were posted on the Tarrant County website and were downloaded by interested parties. A pre-proposal conference held on May 27, 2025 was attended by three (3) vendors as well as representatives from the Sheriff's Office and Purchasing Four (4) proposals and nine (9) no-bids were received.

Proposals were evaluated by the Sheriff's Office and Purchasing representatives. Evaluations were based upon the criteria and processes set forth in the RFP specifications. New Tech Solutions, Inc. and Mega Wholesale LLC were deemed non-responsive for failure to submit all required information for evaluation including detail of past performance, implementation and imaging approach, and technical support and service terms. Rugged Notebooks (Rugged Solutions America) was not considered for award because they offered an older laptop processor which did not meet specifications.

A Best and Final Offer was then requested which resulted in no overall reduction in price.

The proposal received from GTS Technology Solutions, Inc. meets all specifications and is acceptable to Facilities Management.

The term of the contract is twelve (12) months, effective August 19, 2025 with one (1) renewal twelve month renewal option.

The initial purchase will be for approximately sixty-three (63) in-car mobile data computers (MDC's) for Sheriff patrol vehicles and warrant vans. Seven (7) units are for the outfitting of new warrant vans and the remaining fifty-six (56) are replacement units for MDC's that are end-of-life after May 30, 2025. Additional units will be purchased in FY2026 to refresh the remainder of the Sheriff's Office and Constable fleet.

Therefore, it is the joint recommendation of the Sheriff's Office and Purchasing that F2025160, Annual Contract for In-Car Mobile Data Computers, be awarded to GTS Technology Solutions, Inc. at the per contract terms.

FISCAL IMPACT

The department has included funding in the FY 2026 budget request.

Attachments

F2025160 Backup.pdf

RFP No. F2025160 Annual Contract for In-Car Mobile Data Computers

		Award
Evaluation Criteria	Max Points	**GTS Technology Solutions, Inc. Austin, TX HUB - Yes CO-OP - Yes**
Past Performance	200	**186**
Technical Specifications	250	**250**
Implementation Approach	100	**90**
Technical Support and Service	100	**90**
Price	350	**350**
Total	1000	**967**

Note: A no-bid response was received from GOOGOZ.COM, INC., Unipak Corp., 3-C TECHNOLOGY, LLC, Communication Concepts (Communicon Inc.), Hypertec USA Inc, (Hypertec USA Inc, (Hypertec Direct)), SecurityScorecard, Inc, Complete Supply Inc, Texas Pipeline Services and Tall City Cyber LLC. New Tech Solutions, Inc. and Mega Wholesale LLC were deemed non-responsive for failure to submit all required information for evaluation including detail of past performance, implementation and imaging approach, and technical support and service terms. Rugged Notebooks (Rugged Solutions America) was not considered for award because they offered an older laptop processor which did not meet specifications.

RFP No. F2025160 Annual Contract for In-Car Mobile Data Computers

Award

				GTS Technology Solution, Inc. Austin, TX HUB - Yes CO-OP - Yes	
				Total Price	**$800,719.92**
Line #	**Description**	**QTY**	**UOM**	**Unit**	**Extended**
1.1	Mobile Data Computer	156	EA	**$4,161.00**	**$649,116.00**
1.2	Vehicle Docking Station	156	EA	**$880.21**	**$137,312.76**
1.3	Vehicle Adapter	156	EA	**$91.61**	**$14,291.16**

Note: A no-bid response was received from GOOGOZ.COM, INC., Unipak Corp., 3-C TECHNOLOGY, LLC, Communication Concepts (Communicon Inc.), Hypertec USA Inc, (Hypertec USA Inc, (Hypertec Direct)), SecurityScorecard, Inc, Complete Supply Inc, Texas Pipeline Services and Tall City Cyber LLC. New Tech Solutions, Inc. and Mega Wholesale LLC were deemed non-responsive for failure to submit all required information for evaluation including detail of past performance, implementation and imaging approach, and technical support and service terms. Rugged Notebooks (Rugged Solutions America) was not considered for award because they offered an older laptop processor which did not meet specifications.

TARRANT COUNTY

OFFICE OF THE SHERIFF
BILL E. WAYBOURN

Bill Waybourn
Sheriff
O| 817.884.3098
F| 817.212.6987

Plaza Building
200 Taylor Street
Seventh Floor
Fort Worth, Texas 76196

SUBJECT: Evaluation of RFP responses to bid # F2025160

After careful consideration and evaluation of the vendor responses for the above RFP, Tarrant County Sheriff's Office recommends the following vendor receive this award:

GTS Technology Solutions, Inc.

Respectfully,

Derek Grant
Chief Intelligence & Technology

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: RFP No. F2025160 - Annual Contract for In-Car Mobile Data Computers - Sheriff's Office - GTS Technology Solutions, Inc. - Per Contract Terms

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

   Yes_____ No __√__

2. Does the county action limit or restrict a real property right, even partially or temporarily?

   Yes_____ No __√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

****

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 14
Department: Purchasing	**Prepared By:** Kehinde Olugbile	**Approved By:** Christopher Lax, CPSM, CPSD, CPCP

SUBJECT:

RFP No. F2025189 - Annual Contract for Family Preservation Program - Juvenile Services - Lena Pope Home, Inc. - Per Contract Terms

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award RFP No. F2025189, Annual Contract for Family Preservation Program, for Juvenile Services, to Lena Pope Home, Inc. at the per contract terms.

BACKGROUND

Notice of the County's intent to bid was advertised in a local newspaper, as required by State statute, and posted on the Internet, the Arlington Black Chamber of Commerce, the Fort Worth Hispanic Chamber of Commerce, the Fort Worth Metropolitan Black Chamber of Commerce, and the Tarrant County Asian American Chamber of Commerce. Eight hundred fifty-eight (858) vendors were contacted and requested to participate in this proposal process. All documents pertaining to this RFP were posted on the Tarrant County website and were downloaded by interested parties. Five (5) proposals and four (4) no-bids were received.

Proposals were evaluated by Juvenile Services and Purchasing representatives. Evaluations were based upon the criteria and processes set forth in the RFP.

A Best and Final Offer was then requested from the highest scoring vendor which resulted in a zero point six (0.6%) reduction in total price.

The proposal received from Lena Pope Home, Inc. meets all specifications and is acceptable to Juvenile Services. Recommendation was presented to the Tarrant County Juvenile Services Board and approved on August 20, 2025.

The term of the contract is twelve (12) months, effective October 1, 2025.

Subject to continued funding by the Commissioners Court, this agreement shall automatically renew October 1, 2026 and October 1, 2027, hereafter for two (2) twelve (12) month periods ending on September 30, 2028, unless sooner terminated by either party as provided herein.

The purpose is to contract with licensed providers who can deliver evidence-base, trauma-informed, and culturally competent family preservation interventions to support families in crisis, enhance parenting skills, and provide in-home interventions that promote stability, reduce conflict, and improve family functioning. The services will support rehabilitation, reduce recidivism, and promote the overall well-being of youth ages 10-18 involved in the juvenile justice system.

Therefore, it is the joint recommendation of Juvenile Services and Purchasing that RFP No. F2025189, Annual Contract for Family Preservation Program, be awarded to Lena Pope Home, Inc. at the per contract terms.

FISCAL IMPACT

Funding in the amount of $265,000.00 is available in following accounts:

$225,000.00 10000-2026 General Fund/2610210000 Juvenile Services/569011 Professional Services

$ 40,000.00 P0111-2026 TJJD-State Financial Assistance (A-State Aid – Reported with P11) - Community Programs (CP)/2610210000 Juvenile Services/569011

Professional Services/Grant-2004

PASSED AND APPROVED on September 16, 2025

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

County Auditor

Attachments

Binder1.pdf

RFP No. F2025189 Annual Contract for Family Preservation Program

Award

Evaluation Criteria	Max Points	**Lena Pope Home, Inc. Fort Worth, TX HUB - No**	HHCSS, LLC Dallas, TX HUB - Yes
Qualifications and Experience	250	**216**	138
Response to requirements	140	**110**	90
Respondent's Proposed Program	200	**157**	150
References	60	**29**	0
Price	350	**350**	325
Total Score	1000	**862**	703

Evaluation Criteria	Max Points	The Lincoln Center for Family and Youth Audubon, PA HUB - No	Collins Counseling Services LMSW, PLLC Mansfield, TX HUB - Yes
Qualifications and Experience	250	107	111
Response to requirements	140	107	89
Proposed Program	200	150	124
References	60	0	28
Price	350	330	72
Total Score	1000	694	424

RFP No. F2025189 Annual Contract for Family Preservation Program

Evaluation Criteria	Max Points	For Us Collective Dallas, TX HUB - No
Qualifications and Experience	250	1
Response to requirements	140	7
Proposed Program	200	127
References	60	9
Price	350	169
Total Score	1000	313

Notes: No-Bids were submitted from LC ID Badging Supplies, Bagsinbulk.com, Conscious Freedom, Texas Pipeline Services.

STATE OF TEXAS	§	**JUVENILE SERVICES CONTRACT**
	§	**WITH LENA POPE HOME, INC.**
	§	**FOR FAMILY PRESERVATION**
COUNTY OF TARRANT	§	**SERVICES**

BACKGROUND

This Contract for services is between **Tarrant County, Texas**, hereinafter referred to as ("COUNTY"), and **Lena Pope Home, Inc.**, hereinafter referred to as ("PROVIDER"), for the provision of **Family Preservation Program**. The Commissioners Court finds that this Contract serves a public purpose for the provision of intensive in-home and 24-hour crisis intervention services to youth/families under the jurisdiction of Tarrant County Juvenile Services, also referred to as ("TCJS").

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

PROVIDER agrees to perform the following:

1.1 All services as described in the accepted proposal (incorporated by reference) under F2025189;

1.2 Assessment and Treatment Planning;

1.3 Skills-based training;

1.4 Counseling/Therapy;

1.5 Brokering and Coordinating of Resources;

1.6 Crisis Intervention;

1.7 Ensure services provided are culturally and linguistically appropriate;

1.8 Functional Family Therapy (FFT) – Program is a three to six (3-6) months average length of service for twenty to twenty-five (20-25 at any one time) home-based therapy sessions; On an ongoing basis, it is expected that families will be seen in the home as a family unit at minimum once or twice weekly for approximately one-two hours each visit, with 24-hour accessibility to a counselor for crisis intervention and emergencies.

1.8 Intake services to commence within 3 business days from time of referral for each juvenile and family referred.

1.9 Schedule the initial face-to-face visit with the youth and family to occur within 9 days of receipt of the referral.

1.10 Documentation and reports: clinical assessment, treatment plan, monthly progress notes, discharge summary and plan should be received on the 10th of every month for the previous service month. necessary.

1.11 Notify in writing by way of monthly progress report of referrals made to community resources or sub-contractors of specialized treatment programs and services.

1.12 Notify electronically within 72 hours of event the start service date and documentation of first face to face contact with youth and/or family from time of enrollment in the program;

1.13 Notify electronically within 72 hours of event the end service date and reason for discharge.

1.14 Provide discharge summary within five (5) business days following the youth's last date of services to include community resources youth and family are referred to as part of aftercare and transition planning.

2 TERM

This Contract begins on October 1, 2025, and concludes on September 30, 2026.

3 EVALUATION CRITERIA

3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluation on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.

3.2 COUNTY shall evaluate PROVIDER'S performance under this Contract according to the following specific performance goals:

3.2.1 Decrease the risk of youthful re-offending through interventions which strengthen coping and communication skills in the family system;

3.2.2 Maximize permanence of behavioral change by intervening with adolescent offenders in their own families and communities; and

3.2.3 Facilitate the reintegration of adolescent offenders into the family unit following out-of-home placement.

3.3 COUNTY shall additionally evaluate PROVIDER by the following output measures:

3.3.1 # of youth referred and enrolled in the program; and

3.3.2 # of youth enrolled completing services.t.

3.4 COUNTY shall further evaluate PROVIDER by the following short term outcome measures:

3.4.1 85% of youth enrolled will complete the program;

3.4.2 90% of youth and families will receive initial face to face visit within 9 days.

3.4.3 100% of youth and families will be referred to community resources as part of aftercare and transition planning.

3.4.4 85% of youth completing the program will not be placed outside the home by the juvenile court within 6 months of completion; and

3.4.5 80% of youth enrolled will not have a subsequent referral while enrolled in the program.

3.5 PROVIDER shall submit a performance report on short-term outcome measures including data on output measures by November 1, 2026, outlining the success in meeting the specific goals and objectives in this contract.

4 COST

4.1 The COUNTY will pay PROVIDER no more than an amount of **$265,000** annually, pursuant to this Contract. COUNTY will pay PROVIDER within (30) days of invoice receipt when the PROVIDER satisfies the following conditions:

4.1.1 Rates for services shall be billed at $3,785.60 per referral, or $72.80/hourly rate;

4.1.2 Each billing should contain a brief description of services provided and the rate of which services have been billed;

4.1.3 PROVIDER will send a monthly invoice to Tarrant County Juvenile Services, also referred to as ("TCJS") ATTN: Clayton Howard, 2701 Kimbo Road, Fort Worth, TX 76111; or email at cdhoward@tarrantcountytx.gov.

4.1.4 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested.

5 EXAMINATION AND RETENTION OF RECORDS

5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.

5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the youth when deemed necessary.

5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

6 CONFIDENTIALITY OF RECORDS

Juvenile records are expressly made confidential by law. PROVIDER shall maintain strict confidentiality of all information and records relating to the children and families served under this Contract, and shall not re-disclose any information except as required to perform the services described herein, or as may be required by law.

7 DUTY TO REPORT

7.1 As required by Texas Family Code Chapter 261, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made or the incident occurs to all of the following:

7.1.1 Local Law enforcement agency with jurisdiction; and

7.1.2 Texas Juvenile Justice Department ("TJJD"), by submitting a TJJD Incident Report Form to abuseneglect@tjjd.texas.gov (or if unable to complete the form within 24 hours, then by calling 866-477-8354 followed by submitting the report within 24 hours of said call); and

7.1.3 TCJS to facsimile number 817-838-4646, and via phone call to 817-838-4643.

7.2 PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.

8 FINANCIAL RESPONSIBILITY

PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.

9 AGENCY-INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This Contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This Contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

10 ASSIGNMENT AND SUBCONTRACT

PROVIDER may not assign or subcontract any of its rights duties and/or obligations arising out of this Contract without prior written consent of COUNTY.

11 THIRD PARTY BENEFICIARY EXCLUDED

This Contract does not protect any specific third party. The intent of this Contract excludes the idea of a suit by a third party beneficiary.

12 DISCLOSURE OF INFORMATION

12.1 PROVIDER warrants that, prior to entering into this Contract, it has conducted an annual criminal history check and has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Chief Probation Officer at 817-838-4643:

12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;

12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;

12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct contact with juveniles;

12.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;

12.1.5 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;

12.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and

12.1.7 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of youth being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

13 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all youth and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex religion, disability or national origin. PROVIDER shall abide by all applicable federal, state, and local laws and regulations.

14 OFFICIAL NOT TO BENEFIT

No officer, employee, or agent of COUNTY and no member of its governing body and no other public official of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Contract which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

15 COMPLIANCE WITH LAWS

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

16 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

16.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including but not limited to the obligation to pay, upon giving notice to the PROVIDER.

16.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

18 TERMINATION

17.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:

17.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or

17.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.

17.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.

17.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

19 DEFAULT

18.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:

18.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or

18.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms; or

18.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty calendar (30) days.

18.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to Contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

20 LIQUIDATED DAMAGES

19.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this contract.

19.2 In the event that this Contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this Contract term. PROVIDER also agrees to reimburse COUNTY for any monies paid for services not rendered by PROVIDER prior to the effective date of termination of this Contract.

20 NOTICE

Any notice or other writing required by this contract, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY
Mr. Riley Shaw
Director of Juvenile Services
2701 Kimbo Road
Fort Worth, Texas 76111

PROVIDER
Ms. Ashley Barnes Ph.D., CEO
Lena Pope Home, Inc.
3200 Sanguinet
Fort Worth, Texas 76107

21 WAIVER OF SUBROGATION

PROVIDER expressly waives any and all rights it may have to subrogation for any claims or rights of its employees, agents, owners, officers, interns, volunteers or subcontractors against COUNTY.

22 INDEMNIFICATION

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF PROVIDER, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS CONTRACT. PROVIDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS FOR ANY WRONGFUL OR NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF COUNTY OR TCJS'S AGENTS, EMPLOYEES OR SERVANTS ARISING FROM OR RELATED TO THIS CONTRACT FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

23 SOVEREIGN IMMUNITY

This Contract shall not be interpreted to inure to the benefit of a third party not a party to this Contract. This Contract 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 contract, party's agent, or party's employee, otherwise provided by law.

24 REPRESENTATION AND WARRANTIES

24.1 PROVIDER hereby represents and warrants the following:

24.1.1 That is has all necessary right, title, license and authority to enter into this Contract;

24.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;

24.1.3 That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions, as well as for any potential liabilities that arise from or related to this contract;

24.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations; and

24.1.5 That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both English and Spanish language versions of the following official notice forms that are available on the TJJD website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation.*

25 TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

26 VENUE

Exclusive venue for any litigation arising from this Contract shall be in Tarrant County, Texas.

27 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

27.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation

by TJJD, or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.

27.2 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate. ***(Attachment "A" - Family Code 231.006)***

27.3 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.

27.4 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the ***Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services*** – (***Attachment "B"***), if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.

27.5 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, TJJD, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received from the Contract form all or part of the consideration.

27.6 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.

27.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.

27.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.

28 LEGAL CONSTRUCTION

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

29 PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole and only Contract of the parties hereto and supersedes any prior understanding or written or oral Contract between the parties regarding the within subject matter.

30 AMENDMENTS

30.1 The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.

30.2 COUNTY may amend, modify or alter the terms of this Contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its

acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.

31 DISCLOSURE OF INTERESTED PARTIES

"Lena Pope Home, Inc. acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in **Attachment "C"**, with the Texas Ethics Commission as required by law".

32 ELECTRONIC SIGNATURES; FACSIMILE AND SCANNED COPIES; DUPLICATE ORGINALS; COUNTERPARTS; ADMISSIBILITY OF COPIES

Each party agrees that: (i) any electronic signature (if any), whether digital or encrypted, to this Agreement made by any party is intended to authenticate this Agreement and shall have the same force and effect as an original manual signature; and (ii) any signature to this Agreement by any party transmitted by facsimile or by electronic mail shall be valid and effective to bind that party so signing with the same force and effect as an original manual signature. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile or electronic transmission, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. This Agreement may be executed in multiple duplicate originals and all such duplicate originals shall be deemed to constitute one and the same instrument. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to constitute a single instrument. The parties agree that a true and correct copy of the original of this Agreement shall be admissible in a court of law in lieu of the original Agreement for all purposes of enforcement hereof.

EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the_____day of _____ , 2025, by Commissioners Court Order Number_____

TARRANT COUNTY
STATE OF TEXAS

X 8-20-2025
Riley Shaw Date
Director of Juvenile Services
2701 Kimbo Road, Fort Worth, TX 76111

X 8/20/2025
Alex Kim Date
Juvenile Board Interim Chairman
2701 Kimbo Road, Fort Worth, TX 76111

Lena Pope Home, Inc.

X Ms. Ashley Barnes 8/15/25
Ms. Ashley Barnes Date
CEO
3200 Sanguinet Street, Fort Worth, TX 76107

***CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF $265,000**

$225,000-10000-2026/2610210000/569011
$40,000-Grant-2004/P0111-2026/2610210000/569011

COUNTY OF TARRANT
STATE OF TEXAS

_____
Tim O'Hare Date
County Judge

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: $_____

James Marvin Nichols
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.

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: RFP No. F2025189 – Annual Contract for Family Preservation Program – Juvenile Services – Lena Pope – Per Contract Term.

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

   Yes_____ No__√__

2. Does the county action limit or restrict a real property right, even partially or temporarily?

   Yes_____ No__√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

****

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 19
Department: Purchasing	**Prepared By:** Amos Jones Jr.	**Approved By:** Christopher Lax, CPSM, CPSD, CPCP

SUBJECT:

Bid No. F2025191 - Annual Contract for Copier Maintenance and Supplies - Countywide - Various Vendors - Per Unit Price, Hourly Rates, and Markup for Parts

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award Bid No. F2025191, for Annual Contract for Copier Maintenance and Supplies, Countywide, to the following vendors at the per unit price, hourly rates, and markup for parts:

Primary	Dynamic Advantage, Inc	1 of 4 Sections
	Encon Systems	1 of 4 Sections
	Electronic Risks Consultant	1 of 4 Sections
	Kyocera Document Solutions Southwest, LLC	1 of 4 Sections
Secondary	Dynamic Advantage, Inc	2 of 4 Sections
	Electronic Risks Consultant	2 of 4 Sections
Alternate	Dynamic Advantage, Inc	1 of 4 Sections

BACKGROUND

Notice of the County's intent to bid was advertised in local newspapers, as required by State statute, and posted on the Internet, the Arlington Black Chamber of Commerce, the Fort Worth Hispanic Chamber of Commerce, the Fort Worth Metropolitan Black Chamber of Commerce, and the Tarrant County Asian American Chamber of Commerce. Eight- hundred fifty- five (855) vendors were contacted and requested to participate in this bid process. All documents pertaining to this bid were posted on the Tarrant County website and were downloaded by interested bidders. A pre-bid conference held on July 16, 2025, was attended by three (3) vendors as well as representatives from Purchasing. Four (4) bids and three (3) no-bids were received.

Bids were evaluated by Purchasing representatives. Award recommendations are to the low bids meeting specifications.

Bid items 2.1 - 2.5, 3.3 - 3.5, 3.9, 3.20, 3.30 and 3.35 were not considered during award evaluation, as it was discovered the machines are at the end-of-life their useful according to the manufacturer. There are no alternate vendors awarded for Sections 1, 2 or 4 because only two (2) bids were received for those sections**.**

The term of the contract is twelve (12) months, effective October 1, 2025.

Subject to continued funding by the Commissioners Court, this agreement shall automatically renew October 1, 2026 and October 1, 2027, hereafter for two (2) twelve (12) month periods ending on September 30, 2028, unless sooner terminated by either party as provided herein.

The purpose of this contract is an annual contract for copier maintenance and supplies.

Therefore, it is the recommendation of Purchasing that Bid No. F2025191, Annual Contract for Copier Maintenance and Supplies, be awarded to the vendors listed above at the per unit price, hourly rates, and markup for parts.

FISCAL IMPACT

Expenses last year were approximately $274,544.31. Funding is available in Various Funds and Cost Centers.

Attachments

Attachment F2025191.pdf

Bid No. F2025191 - Annual Contract for Copier Maintenance and Supplies

				Encon Systems Sunnyvale, TX HUB - No Coop - Yes		Kyocera Document Solutions Irving, TX HUB - No Coop - Yes	
Line #	Description	QTY	UOM	**Unit**	**Extended**	Unit	Extended
1	Section 1 -HEWLETT PACKARD			**AWARD**			
1.1	E77830DN, Black & White Copies (1 machine)	50000	EA	**$0.01**	**$500.00**	No Bid	No Bid
1.2	E77830DN, Black & White Copies (1 machine)	2000	EA	**$0.07**	**$140.00**	No Bid	No Bid
1.3	Fee to Move Equipment Between Tarrant County Locations	1	EA	**$225.00**	**$225.00**	No Bid	No Bid
1.4	Equipment Repair Labor Cost, Per Hour, For Equipment Without a Maintenance Agreement	1	EA	**$85.00**	**$85.00**	No Bid	No Bid
1.5	Percent Mark Up on Repair Parts For Equipment without a Maintenance Agreement		EA	**20.00%**	**$0.00**	No Bid	No Bid
Section Total				**$950.00**		No Bid	

Bid No. F2025191 - Annual Contract for Copier Maintenance and Supplies

				Electronic Risks Consultants Phillipsburg, NJ HUB - Yes Coop - Yes		Dynamic Advantage, Inc. Queens, NY HUB - No Coop - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Section 1 -HEWLETT PACKARD					SECONDARY	
1.1	E77830DN, Black & White Copies (1 machine)	50000	EA	No Bid	No Bid	$0.10	$5,000.00
1.2	E77830DN, Black & White Copies (1 machine)	2000	EA	No Bid	No Bid	$0.25	$500.00
1.3	Fee to Move Equipment Between Tarrant County Locations	1	EA	No Bid	No Bid	$1,500.00	$1,500.00
1.4	Equipment Repair Labor Cost, Per Hour, For Equipment Without a Maintenance Agreement	1	EA	No Bid	No Bid	$250.00	$250.00
1.5	Percent Mark Up on Repair Parts For Equipment without a Maintenance Agreement		EA	No Bid	No Bid	25.00%	$0.00
Section Total				No Bid		$7,250.00	

Bid No. F2025191 - Annual Contract for Copier Maintenance and Supplies

				Encon Systems Sunnyvale, TX HUB - No Coop - Yes		Kyocera Document Solutions Irving, TX HUB - No Coop - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
2	Section 2 - KONICA						
2.6	BIZHUB C450I, Black & White Copies (3 Machines)	85431	EA	No Bid	No Bid	No Bid	No Bid
2.7	BIZHUB C450I, Color Copies (3 Machines)	66175	EA	No Bid	No Bid	No Bid	No Bid
2.8	BIZHUB C458, Black & White Copies (4 Machines)	207217	EA	No Bid	No Bid	No Bid	No Bid
2.9	BIZHUB C458, Color Copies (4 Machines)	168796	EA	No Bid	No Bid	No Bid	No Bid
2.10	BIZHUB C550i, Black & White Copies (4 Machines)	112374	EA	No Bid	No Bid	No Bid	No Bid
2.11	BIZHUB C550i, Color Copies (4 Machines)	45404	EA	No Bid	No Bid	No Bid	No Bid
2.12	Fee to Move Equipment Between Tarrant County Locations	1	EA	No Bid	No Bid	No Bid	No Bid
2.13	Equipment Repair Labor Cost, Per Hour, For Equipment Without a Maintenance Agreement	1	EA	No Bid	No Bid	No Bid	No Bid
2.14	Percent Mark Up on Repair Parts For Equipment without a Maintenance Agreement		EA	No Bid	No Bid	No Bid	No Bid
Section Total				No Bid		No Bid	

Bid No. F2025191 - Annual Contract for Copier Maintenance and Supplies

				Electronic Risks Consultants Phillipsburg, NJ HUB - Yes Coop - Yes		Dynamic Advantage, Inc. Queens, NY HUB - No Coop - Yes	
Line #	Description	QTY	UOM	**Unit**	**Extended**	Unit	Extended
2	Section 2 - KONICA			**AWARD**		SECONDARY	
2.6	BIZHUB C450I, Black & White Copies (3 Machines)	85431	EA	**$0.045**	**$3,844.395**	$ 0.06	$5,125.86
2.7	BIZHUB C450I, Color Copies (3 Machines)	66175	EA	**$0.090**	**$5,955.75**	$ 0.15	$9,926.25
2.8	BIZHUB C458, Black & White Copies (4 Machines)	207217	EA	**$0.045**	**$9,324.765**	$ 0.05	$10,360.85
2.9	BIZHUB C458, Color Copies (4 Machines)	168796	EA	**$0.090**	**$15,191.64**	$ 0.10	$16,879.60
2.10	BIZHUB C550i, Black & White Copies (4 Machines)	112374	EA	**$0.045**	**$5,056.83**	$ 0.05	$5,618.70
2.11	BIZHUB C550i, Color Copies (4 Machines)	45404	EA	**$0.090**	**$4,086.36**	$ 0.15	$6,810.60
2.12	Fee to Move Equipment Between Tarrant County Locations	1	EA	**$ 250.00**	**$250.00**	$ 1,500.00	$1,500.00
2.13	Equipment Repair Labor Cost, Per Hour, For Equipment Without a Maintenance Agreement	1	EA	**$ 250.00**	**$250.00**	$ 250.00	$250.00
2.14	Percent Mark Up on Repair Parts For Equipment without a Maintenance Agreement		EA	**25.00%**	**$0.00**	25.00%	$0.00
Section Total				**$43,959.74**		$56,471.86	

Bid No. F2025191 - Annual Contract for Copier Maintenance and Supplies

				Encon Systems Sunnyvale, TX HUB - No Coop - Yes		**Kyocera Document Solutions Irving, TX HUB - No Coop - Yes**	
Line #	Description	QTY	UOM	Unit	Extended	**Unit**	**Extended**
3	Section 3 - Bookcase and Files					**AWARD**	
3.1	TASKalfa 2554ci, Black & White Copies (7 Machines)	120853	Copies	No Bid	No Bid	**$0.0082**	**$ 990.99**
3.2	TASKalfa 2554ci, Color Copies (7 Machines)	112374	Copies	No Bid	No Bid	**$0.045**	**$ 5,056.83**
3.6	TASKalfa 3212i, Black & White Copies (35 Machines)	1149833	Copies	No Bid	No Bid	**$0.0082**	**$ 9,428.63**
3.7	TASKalfa 3252ci, Black & White Copies (1 Machines)	20000	Copies	No Bid	No Bid	**$0.0082**	**$ 164.00**
3.8	TASKalfa 3252ci, Color Copies (1Machines)	3000	Copies	No Bid	No Bid	**$0.045**	**$ 135.00**
3.10	Taskalfa 3554ci, Black & White Copies (18 Machines)	692556	Copies	No Bid	No Bid	**$0.0082**	**$ 5,678.96**
3.11	Taskalfa 3554ci, Color Copies (18 Machines)	427700	Copies	No Bid	No Bid	**$0.045**	**$ 19,246.50**
3.12	TASKalfa 4002i, Black & White Copies (11 Machines)	277544	Copies	No Bid	No Bid	**$0.0082**	**$ 2,275.86**
3.13	TASKalfa 4003i, Black & White Copies (1 Machines)	43321	Copies	No Bid	No Bid	**$0.0082**	**$ 355.23**
3.14	TASKalfa 4004i, Black & White Copies (16 Machines)	1450441	Copies	No Bid	No Bid	**$0.0082**	**$ 11,893.62**
3.15	TASKalfa 4012ci, Black & White Copies (1 Machines)	19800	Copies	No Bid	No Bid	**$0.0082**	**$ 162.36**

Bid No. F2025191 - Annual Contract for Copier Maintenance and Supplies

				Electronic Risks Consultants Phillipsburg, NJ HUB - Yes Coop - Yes		Dynamic Advantage, Inc. Queens, NY HUB - No Coop - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
3	Section 3 - Bookcase and Files			SECONDARY		ALTERNATE	
3.1	TASKalfa 2554ci, Black & White Copies (7 Machines)	120853	Copies	$0.0095	$1,148.1035	$0.03	$3,625.59
3.2	TASKalfa 2554ci, Color Copies (7 Machines)	112374	Copies	$0.062	$6,967.188	$0.07	$7,866.18
3.6	TASKalfa 3212i, Black & White Copies (35 Machines)	1149833	Copies	$0.0095	$10,923.4135	$0.0095	$10,923.4135
3.7	TASKalfa 3252ci, Black & White Copies (1 Machines)	20000	Copies	$0.0095	$190.00	$0.03	$600.00
3.8	TASKalfa 3252ci, Color Copies (1Machines)	3000	Copies	$0.062	$186.00	$0.23	$690.00
3.10	Taskalfa 3554ci, Black & White Copies (18 Machines)	692556	Copies	$0.0095	$6,579.282	$0.02	$13,851.12
3.11	Taskalfa 3554ci, Color Copies (18 Machines)	427700	Copies	$0.062	$26,517.40	$0.07	$29,939.00
3.12	TASKalfa 4002i, Black & White Copies (11 Machines)	277544	Copies	$0.0095	$2,636.668	$0.02	$5,550.88
3.13	TASKalfa 4003i, Black & White Copies (1 Machines)	43321	Copies	$0.0095	$411.5495	$0.02	$866.42
3.14	TASKalfa 4004i, Black & White Copies (16 Machines)	1450441	Copies	$0.0095	$13,779.1895	$0.0095	$13,779.1895
3.15	TASKalfa 4012ci, Black & White Copies (1 Machines)	19800	Copies	$0.0095	$188.10	$0.04	$792.00

Bid No. F2025191 - Annual Contract for Copier Maintenance and Supplies

				Encon Systems Sunnyvale, TX HUB - No Coop - Yes		**Kyocera Document Solutions Irving, TX HUB - No Coop - Yes**	
Line #	Description	QTY	UOM	Unit	Extended	**Unit**	**Extended**
3.16	TASKalfa 4052ci, Black & White Copies (4 Machines)	58200	Copies	No Bid	No Bid	**$0.0082**	**$ 477.24**
3.17	TASKalfa 4052ci, Color Copies (4 Machines)	52600	Copies	No Bid	No Bid	**$0.045**	**$ 2,367.00**
3.18	TASKalfa 4054ci, Black & White Copies (3 Machines)	40200	Copies	No Bid	No Bid	**$0.0082**	**$ 329.64**
3.19	TASKalfa 4054ci, Color Copies (3 Machines)	26550	Copies	No Bid	No Bid	**$0.045**	**$ 1,194.75**
3.21	TASKalfa 5002i, Black & White Copies (8 Machines)	556000	Copies	No Bid	No Bid	**$0.0082**	**$ 4,559.20**
3.22	TASKalfa 5003i, Black & White Copies (6 Machines)	205977	Copies	No Bid	No Bid	**$0.0082**	**$ 1,689.01**
3.23	TASKalfa 5004i, Black & White Copies (16 Machines)	1340200	Copies	No Bid	No Bid	**$0.0082**	**$ 10,989.64**
3.24	TASKalfa 5052ci, Black & White Copies (5 Machines)	217000	Copies	No Bid	No Bid	**$0.0082**	**$ 1,779.40**
3.25	TASKalfa 5052ci, Color Copies (5 Machines)	100800	Copies	No Bid	No Bid	**$0.045**	**$ 4,536.00**
3.26	TASKalfa 5053ci, Black & White Copies (1 Machines)	25000	Copies	No Bid	No Bid	**$0.0082**	**$ 205.00**
3.27	TASKalfa 5053ci, Color Copies (1 Machines)	10000	Copies	No Bid	No Bid	**$0.045**	**$ 450.00**
3.28	TASKalfa 5054ci, Black & White Copies (11 Machines)	489366	Copies	No Bid	No Bid	**$0.0082**	**$ 4,012.80**

Bid No. F2025191 - Annual Contract for Copier Maintenance and Supplies

				Electronic Risks Consultants Phillipsburg, NJ HUB - Yes Coop - Yes		Dynamic Advantage, Inc. Queens, NY HUB - No Coop - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
3.16	TASKalfa 4052ci, Black & White Copies (4 Machines)	58200	Copies	$0.0095	$552.90	$0.04	$2,328.00
3.17	TASKalfa 4052ci, Color Copies (4 Machines)	52600	Copies	$0.062	$3,261.20	$0.07	$3,682.00
3.18	TASKalfa 4054ci, Black & White Copies (3 Machines)	40200	Copies	$0.0095	$381.90	$0.02	$804.00
3.19	TASKalfa 4054ci, Color Copies (3 Machines)	26550	Copies	$0.062	$1,646.10	$0.07	$1,858.50
3.21	TASKalfa 5002i, Black & White Copies (8 Machines)	556000	Copies	$0.0095	$5,282.00	$0.04	$22,240.00
3.22	TASKalfa 5003i, Black & White Copies (6 Machines)	205977	Copies	$0.0095	$1,956.7815	$0.04	$8,239.08
3.23	TASKalfa 5004i, Black & White Copies (16 Machines)	1340200	Copies	$0.0095	$12,731.90	$0.0095	$12,731.90
3.24	TASKalfa 5052ci, Black & White Copies (5 Machines)	217000	Copies	$0.0095	$2,061.50	$0.02	$4,340.00
3.25	TASKalfa 5052ci, Color Copies (5 Machines)	100800	Copies	$0.062	$6,249.60	$0.07	$7,056.00
3.26	TASKalfa 5053ci, Black & White Copies (1 Machines)	25000	Copies	$0.0095	$237.50	$0.03	$750.00
3.27	TASKalfa 5053ci, Color Copies (1 Machines)	10000	Copies	$0.062	$620.00	$0.07	$700.00
3.28	TASKalfa 5054ci, Black & White Copies (11 Machines)	489366	Copies	$0.0095	$4,648.977	$0.02	$9,787.32

Bid No. F2025191 - Annual Contract for Copier Maintenance and Supplies

				Encon Systems Sunnyvale, TX HUB - No Coop - Yes		**Kyocera Document Solutions Irving, TX HUB - No Coop - Yes**	
Line #	Description	QTY	UOM	Unit	Extended	**Unit**	**Extended**
3.29	TASKalfa 5054ci, Color Copies (11 Machines)	172731	Copies	No Bid	No Bid	**$0.045**	**$ 7,772.90**
3.31	TASKalfa 6003i, Black & White Copies (15 Machines)	540952	Copies	No Bid	No Bid	**$0.0082**	**$ 4,435.81**
3.32	TASKalfa 6004i, Black & White Copies (4 Machines)	213100	Copies	No Bid	No Bid	**$0.0082**	**$ 1,747.42**
3.33	TASKalfa 6054ci, Black & White Copies (1 Machines)	18000	Copies	No Bid	No Bid	**$0.0082**	**$ 147.60**
3.34	TASKalfa 6054ci, Color Copies (1 Machines)	13500	Copies	No Bid	No Bid	**$0.045**	**$ 607.50**
3.36	TASKalfa MZ3200i, Black & White Copies (6 Machines)	139950	Copies	No Bid	No Bid	**$0.0082**	**$ 1,147.59**
3.37	Fee to Move Equipment Between Tarrant County Locations	1	Moves	No Bid	No Bid	**$125.00**	**$ 125.00**
3.38	Equipment Repair Labor Cost, Per Hour, For Equipment Without a Maintenance Agreement	1		No Bid	No Bid	**$95.00**	**$ 95.00**
3.39	Percent Mark Up on Repair Parts For Equipment without a Maintenance Agreement			No Bid	No Bid	**30.0%**	
Section Total				No Bid		**$104,056.48**	

Bid No. F2025191 - Annual Contract for Copier Maintenance and Supplies

				Electronic Risks Consultants Phillipsburg, NJ HUB - Yes Coop - Yes		Dynamic Advantage, Inc. Queens, NY HUB - No Coop - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
3.29	TASKalfa 5054ci, Color Copies (11 Machines)	172731	Copies	$0.062	$10,709.322	$0.07	$12,091.17
3.31	TASKalfa 6003i, Black & White Copies (15 Machines)	540952	Copies	$0.0095	$5,139.044	$0.01	$5,409.52
3.32	TASKalfa 6004i, Black & White Copies (4 Machines)	213100	Copies	$0.0095	$2,024.45	$0.01	$2,131.00
3.33	TASKalfa 6054ci, Black & White Copies (1 Machines)	18000	Copies	$0.0095	$171.00	$0.04	$720.00
3.34	TASKalfa 6054ci, Color Copies (1 Machines)	13500	Copies	$0.062	$837.00	$0.07	$945.00
3.36	TASKalfa MZ3200i, Black & White Copies (6 Machines)	139950	Copies	$0.0095	$1,329.525	$0.01	$1,399.50
3.37	Fee to Move Equipment Between Tarrant County Locations	1	Moves	$250.00	$250.00	$1,500.00	$1,500.00
3.38	Equipment Repair Labor Cost, Per Hour, For Equipment Without a Maintenance Agreement	1		$250.00	$250.00	$250.00	$250.00
3.39	Percent Mark Up on Repair Parts For Equipment without a Maintenance Agreement			25.0%		25.0%	
Section Total				$129,867.5935		$187,446.783	

Bid No. F2025191 - Annual Contract for Copier Maintenance and Supplies

				Encon Systems Sunnyvale, TX HUB - No Coop - Yes		Kyocera Document Solutions Irving, TX HUB - No Coop - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
4	Section 4 - Toshiba						
4.1	E-Studio 2018A, Black & White Copies (1 Machines)	96000	Copies	No Bid	No Bid	No Bid	No Bid
4.2	E-Studio 3018A, Black & White Copies (3 Machines)	112000	Copies	No Bid	No Bid	No Bid	No Bid
4.3	E-Studio 3528A, Black & White Copies (1 Machines)	58000	Copies	No Bid	No Bid	No Bid	No Bid
4.4	E-Studio 4518A, Black & White Copies (5 Machines)	209122	Copies	No Bid	No Bid	No Bid	No Bid
4.5	E-Studio 4528A, Black & White Copies (1 Machines)	27000	Copies	No Bid	No Bid	No Bid	No Bid
4.6	E-Studio 45128A, Black & White Copies (5 Machines)	159600	Copies	No Bid	No Bid	No Bid	No Bid

Bid No. F2025191 - Annual Contract for Copier Maintenance and Supplies

				Electronic Risks Consultants Phillipsburg, NJ HUB - Yes Coop - Yes		**Dynamic Advantage, Inc. Queens, NY HUB - No Coop - Yes**	
Line #	Description	QTY	UOM	Unit	Extended	**Unit**	**Extended**
4	Section 4 - Tables			SECONDARY		**AWARD**	
4.1	E-Studio 2018A, Black & White Copies (1 Machines)	96000	Copies	$0.038	$3,648.00	**$0.01**	**$960.00**
4.2	E-Studio 3018A, Black & White Copies (3 Machines)	112000	Copies	$0.038	$4,256.00	**$0.03**	**$3,360.00**
4.3	E-Studio 3528A, Black & White Copies (1 Machines)	58000	Copies	$0.038	$2,204.00	**$0.04**	**$2,320.00**
4.4	E-Studio 4518A, Black & White Copies (5 Machines)	209122	Copies	$0.038	$7,946.636	**$0.02**	**$4,182.44**
4.5	E-Studio 4528A, Black & White Copies (1 Machines)	27000	Copies	$0.038	$1,026.00	**$0.03**	**$810.00**
4.6	E-Studio 45128A, Black & White Copies (5 Machines)	159600	Copies	$0.038	$6,064.80	**$0.03**	**$4,788.00**

Bid No. F2025191 - Annual Contract for Copier Maintenance and Supplies

				Encon Systems Sunnyvale, TX HUB - No Coop - Yes		Kyocera Document Solutions Irving, TX HUB - No Coop - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
4.7	E-Studio 5018A, Black & White Copies (1 Machines)	20000	Copies	No Bid	No Bid	No Bid	No Bid
4.8	E-Studio 5525AC, Black & White Copies (10 Machines)	550680	Copies	No Bid	No Bid	No Bid	No Bid
4.9	E-Studio 5525AC, Color Copies (10 Machines)	245156	Copies	No Bid	No Bid	No Bid	No Bid
4.10	E-Studio 5528AC, Black & White Copies (2 Machines)	167659	Copies	No Bid	No Bid	No Bid	No Bid
4.11	E-Studio 6518A, Black & White Copies (2 Machines)	320400	Copies	No Bid	No Bid	No Bid	No Bid
4.12	E-Studio 7518A, Black & White Copies (3 Machines)	237600	Copies	No Bid	No Bid	No Bid	No Bid
4.13	E-Studio 7527AC, Black & White Copies (2 Machines)	94000	Copies	No Bid	No Bid	No Bid	No Bid

Bid No. F2025191 - Annual Contract for Copier Maintenance and Supplies

				Electronic Risks Consultants Phillipsburg, NJ HUB - Yes Coop - Yes		**Dynamic Advantage, Inc. Queens, NY HUB - No Coop - Yes**	
Line #	Description	QTY	UOM	Unit	Extended	**Unit**	**Extended**
4.7	E-Studio 5018A, Black & White Copies (1 Machines)	20000	Copies	$0.038	$760.00	**$0.04**	**$800.00**
4.8	E-Studio 5525AC, Black & White Copies (10 Machines)	550680	Copies	$0.038	$20,925.84	**$0.02**	**$11,013.60**
4.9	E-Studio 5525AC, Color Copies (10 Machines)	245156	Copies	$0.085	$20,838.26	**$0.09**	**$22,064.04**
4.10	E-Studio 5528AC, Black & White Copies (2 Machines)	167659	Copies	$0.038	$6,371.042	**$0.01**	**$1,676.59**
4.11	E-Studio 6518A, Black & White Copies (2 Machines)	320400	Copies	$0.038	$12,175.20	**$0.01**	**$3,204.00**
4.12	E-Studio 7518A, Black & White Copies (3 Machines)	237600	Copies	$0.038	$9,028.80	**$0.01**	**$2,376.00**
4.13	E-Studio 7527AC, Black & White Copies (2 Machines)	94000	Copies	$0.038	$3,572.00	**$0.02**	**$1,880.00**

Bid No. F2025191 - Annual Contract for Copier Maintenance and Supplies

				Encon Systems Sunnyvale, TX HUB - No Coop - Yes		Kyocera Document Solutions Irving, TX HUB - No Coop - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
4.14	E-Studio 7527AC, Color Copies (2 Machines)	138000	Copies	No Bid	No Bid	No Bid	No Bid
4.15	E-Studio 7529A, Black & White Copies (1 Machines)	120000	Copies	No Bid	No Bid	No Bid	No Bid
4.16	Fee to Move Equipment Between Tarrant County Locations	1	Moves	No Bid	No Bid	No Bid	No Bid
4.17	Equipment Repair Labor Cost, Per Hour, For Equipment Without a Maintenance Agreement	1	Per hour	No Bid	No Bid	No Bid	No Bid
4.18	Percent Mark Up on Repair Parts For Equipment without a Maintenance Agreement			No Bid	No Bid	No Bid	No Bid
Section Total				No Bid		No Bid	

Note: The following bid items were not considered in evaluating the award, as it was discovered the machines are at the end-of-life. The bid items are 2.1, 2.2, 2.3, 2.4, 2.5, 3.3, 3.4, 3.5, 3.9, 3.20, 3.30 and 3.35.

Bid No. F2025191 - Annual Contract for Copier Maintenance and Supplies

				Electronic Risks Consultants Phillipsburg, NJ HUB - Yes Coop - Yes		**Dynamic Advantage, Inc. Queens, NY HUB - No Coop - Yes**	
Line #	Description	QTY	UOM	Unit	Extended	**Unit**	**Extended**
4.14	E-Studio 7527AC, Color Copies (2 Machines)	138000	Copies	$0.085	$11,730.00	**$0.09**	**$12,420.00**
4.15	E-Studio 7529A, Black & White Copies (1 Machines)	120000	Copies	$0.038	$4,560.00	**$0.01**	**$1,200.00**
4.16	Fee to Move Equipment Between Tarrant County Locations	1	Moves	$250.00	$250.00	**$1,500.00**	**$1,500.00**
4.17	Equipment Repair Labor Cost, Per Hour, For Equipment Without a Maintenance Agreement	1	Per hour	$250.00	$250.00	**$250.00**	**$250.00**
4.18	Percent Mark Up on Repair Parts For Equipment without a Maintenance Agreement			25.0%		**25.0%**	
Section Total				$115,606.578		**$74,804.67**	

Note: The following bid items were not considered in evaluating the award, as it was discovered the machines are at the end-of-life. The bid items are 2.1, 2.2, 2.3, 2.4, 2.5, 3.3, 3.4, 3.5, 3.9, 3.20, 3.30 and 3.35.

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Bid No. F2025191 – Annual Contract for Copier Maintenance and Supplies – Countywide – Various Vendors – Per Unit Price, Hourly Rate and Markups for Parts.

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

   Yes_____ No__√__

2. Does the county action limit or restrict a real property right, even partially or temporarily?

   Yes_____ No__√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

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TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 6
Department: Purchasing	**Prepared By:** Emily Salter, CPPB	**Approved By:** Christopher Lax, CPSM, CPSD, CPCP

SUBJECT:

RFP No. F2025192 - Dispatch and Records Management System Server Hardware Refresh - Sheriff's Office - NEWCOM Wireless Services, LLC - Per Contract Terms

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award RFP No. F2025192, Dispatch and Records Management System Server Hardware Refresh, for the Sheriff's Office, to NEWCOM Wireless Services, LLC at the per contract terms.

BACKGROUND

Notice of the County's intent to bid was advertised in a local newspaper, as required by State statute, and posted on the Internet, the Arlington Black Chamber of Commerce, the Fort Worth Hispanic Chamber of Commerce, the Fort Worth Metropolitan Black Chamber of Commerce, and the Tarrant County Asian American Chamber of Commerce. One thousand forty-seven (1,147) vendors were contacted and requested to participate in this proposal process. All documents pertaining to this RFP were posted on the Tarrant County website and were downloaded by interested parties. A pre-proposal conference held on 7/14/2025 was attended by one (1) vendor as well as representatives from Sheriff's Office and Purchasing. One (1) proposal and eight (8) no-bids were received.

The proposal was evaluated by the Sheriff's Office and Purchasing representatives. Evaluation was based upon the criteria and processes set forth in the RFP.

A Best and Final Offer was then requested from the highest scoring vendor which resulted in no reduction in price.

The proposal received from NEWCOM Wireless Services, LLC meets all specifications and is acceptable to the Sheriff's Office.

The term of the contract is twelve (12) months, effective September 16, 2025.

Subject to continued funding by the Commissioners Court, this agreement shall automatically renew September 16, 2026 and September 16, 2027, hereafter for two (2) twelve (12) month periods ending on September 15, 2028, unless sooner terminated by either party as provided herein.

The purpose of this contract is upgrade the hardware infrastructure supporting the Sheriff's Office 911 Dispatch and Records Management Systems. This includes replacing server hardware at both the primary and backup 911 centers, implementing failover technology, updating operating systems and database server software, and providing implementation services to migrate existing software and data to the new environment.

Therefore, it is the joint recommendation of the Sheriff's Office and Purchasing that RFP No. F2025192, Dispatch and Records Management System Server Hardware Refresh, be awarded to NEWCOM Wireless Services, LLC at the per contract terms.

FISCAL IMPACT

This is a new contract with no expenses for the last twelve (12) months. Funding in the amount of $498,019.60 is available in account 10000-2025 General Fund / 2110310000 Communications / 545051 Capital Outlay. Annual maintenance expenses of $63,598.38 for Year Two and $64,833.30 for Year Three will be requested in future budgets.

Attachments

F2025192 Backup.pdf

RFP No. F2025192 Dispatch and Records Management System Server Hardware Refresh

		Award
Evaluation Criteria	Max Points	**NEWCOM Wireless Services, LLC Pembroke, MA HUB - No CO-OP - No**
Qualifications and Experience	200	**171**
Response to Requirements	250	**195**
Project Approach & Implementation	100	**60**
References	100	**66**
Price	350	**350**

Note: A no-bid response was received from GOOGOZ.COM, INC., Technologent (Thomas Gallaway Corporation), CSI Leasing, Inc, Communication Concepts (Communicon Inc.), Hypertec USA Inc, (Hypertec USA Inc, (Hypertec Direct)), SecurityScorecard, Inc, Texas Pipeline Services, Tall City Cyber LLC.

RFP No. F2025192 Dispatch and Records Management System Server Hardware Refresh

				NEWCOM Wireless Services, LLC Pembroke, MA HUB - No	
				Total Price	$498,019.60
Line #	Description	QTY	UOM	Unit	Extended
1	ftServer 6910 and ftScalable	1	EA	$222,360.00	$222,360.00
2	Installation for ftServer 6910 and ftScalable	1	EA	$7,198.00	$7,198.00
3	Maintenance and Support for ftServer 6910 and ftScalable	1	EA	$111,540.00	$111,540.00
4	PowerEdge R760XD2 DR Server	1	EA	$60,353.00	$60,353.00
5	Neverfail DR New License Bundle	7	EA	$9,456.80	$66,197.60
6	Neverfail Engine DR CentralSquare Plugin	7	EA	$1,349.00	$9,443.00
7	Neverfail Engine DR SQLPlugin	1	EA	$345.00	$345.00
8	Neverfail Engine DR File Server Plugin	4	EA	$345.00	$1,380.00
9	Neverfail Engine DR IIS Plugin	2	EA	$345.00	$690.00
10	PortServer TS4	2	EA	$695.00	$1,390.00
11	Digi Cable	2	EA	$64.00	$128.00
12	Vendor Services Tier 2	1	EA	$16,995.00	$16,995.00

TARRANT COUNTY

OFFICE OF THE SHERIFF
BILL E. WAYBOURN

Bill Waybourn
Sheriff
O| 817.884.3098
F| 817.212.6987

Plaza Building
200 Taylor Street
Seventh Floor
Fort Worth, Texas 76196

SUBJECT: Evaluation of RFP Responses to Bid# F2025192

After careful consideration and evaluation of the vendor response for the above RFP, Tarrant County Sheriff's Office recommends the following vendor receive this award:

NEWCOM

Respectfully,

Derek Grant

Chief Intelligence & Technology

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

RFP No. F2025192 - Dispatch and Records Management System Server Hardware Refresh - Sheriff's Office - NEWCOM Wireless Services, LLC - Per Contract Terms

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

   Yes_____ No __√__

2. Does the county action limit or restrict a real property right, even partially or temporarily?

   Yes_____ No __√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

****

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 9
Department: Purchasing	**Prepared By:** Niki Jones	**Approved By:** Christopher Lax, CPSM, CPSD, CPCP

SUBJECT:

Bid No. F2025193 - Annual Contract for Trash Removal Services - Countywide - Various Vendors - Per Unit Price, Hourly Rates, and Markup for Parts

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award Bid No. F2025193, Annual Contract for Trash Removal Services, Countywide, to the following vendors at the per unit price, hourly rates, and markup for parts:

Primary	Republic Services d/b/a Allied Waste Services of Texas
Secondary	TJ Ranches, LLC d/b/a TJ Services

BACKGROUND

Notice of the County's intent to bid was advertised in local newspapers, as required by State statute, and posted on the Internet, the Arlington Black Chamber of Commerce, the Fort Worth Hispanic Chamber of Commerce, the Fort Worth Metropolitan Black Chamber of Commerce, and the Tarrant County Asian American Chamber of Commerce. Two hundred ninety-one (291) vendors were contacted and requested to participate in this bid process. All documents pertaining to this bid were posted on the Tarrant County website and were downloaded by interested bidders. A pre-bid conference held on July 17, 2025 was attended by two (2) vendors as well as representatives from Facilities Management and Purchasing. Five (5) bids and two (2) no-bids were received.

Bids were evaluated by Facilities Management and Purchasing representatives. Award recommendations are to the low bids meeting specifications.

Frontier Access, LLC d/b/a Frontier Waste Solutions and Waste Connections, Inc d/b/a Waste Connections Lone Star, Inc withdrew their bids because additional fees were added and not included in the unit price.

The term of the contract is twelve (12) months, effective October 1, 2025.

Subject to continued funding by the Commissioners Court, this agreement shall automatically renew October 1, 2026 and October 1, 2027, hereafter for two (2) twelve (12) month periods ending on September 30, 2028, unless sooner terminated by either party as provided herein.

The purpose of this contract is for trash removal services for Tarrant County locations. Container size and scheduled trash removal services will be established.

Therefore, it is the joint recommendation of Facilities Management and Purchasing that Bid No. F2025193, Annual Contract for Trash Removal Services, Countywide, be awarded to the vendors listed above at the per unit price, hourly rates, and markup fort parts.

FISCAL IMPACT

Expenses for last twelve (12) months were $242,197.27. The departments have included funding in the FY 2026 budget requests.

Attachments

CC Award Backup 091625.pdf

Bid No. F2025193, Annual Contract for Trash Removal Services

				Primary Award Republic Services d/b/a Allied Waste Services of Texas Fort Worth, TX HUB - No CO-OP - Yes	
				Total Price	**$281,366.00**
Line #	Description	QTY	UOM	**Unit**	**Extended**
1	Annual Contract for Trash Removal Services			**$281,366.00**	**$281,366.00**
1.1	Trash Pick Up Fee. Container Size: 4 Yard	312	Per Pick Up	**$12.00**	
1.2	Trash Pick Up Fee. Container Size: 8 Yard	3536	Per Pick Up	**$22.00**	
1.3	Trash Pick Up Fee. Container Size: 30 Yard	1	Per Pick Up	**$400.00**	
1.4	Trash Pick Up Fee.Container Size: 30 Yard (Vendor Owned Compactor). As Needed.	1	Per Pick Up	**$500.00**	
1.5	Compactor Rental. Container Size: 30 Yard Compactor Rental. As Needed.	1	Monthly	**$325.00**	
1.6	Trash Pick Up Fee. Container Size: 30 Yard (County Owned Compactor).	209	Per Pick Up	**$500.00**	
1.7	Trash Pick Up Fee. Container Size: 35 Yard. As Needed.	1	Per Pick Up	**$400.00**	
1.8	Trash Pick Up Fee. Container Size: 35 Yard (Vendor Owned Compactor).	105	Per Pick Up	**$500.00**	
1.9	Compactor Rental. Container Size: 35 Yard Compactor Rental.	36	Monthly	**$325.00**	
1.10	Trash Pick Up Fee. Container Size: 35 Yard (County Owned Compactor).	52	Per Pick Up	**$500.00**	
1.11	Trash Pick Up Fee. Container Size: 40 Yard. As needed.	1	Per Pick Up	**$400.00**	
1.12	Cleaning/Washing Container. Container Size: 30 Yard	1	Ea	**$208.00**	
1.13	Cleaning/Washing County Owned Compactor. Container Size: 30 and 35 Yard.	4	Ea	**$208.00**	
1.14	Lock Fee	3	Monthly	**$5.00**	
1.15	Labor Rate for Repair Service on County Owned Compactor. Container Size: 30 Yard and 35 Yard. Number of 30 Yard Containers with County Owned Compactors: 3. Number of 35 Yard Containers with County Owned Compactors: 1.	2	Hourly	**$200.00**	
1.16	Parts Mark-up For Repair of County Owned Compactors. Container Size: 30 Yard and 35 Yard. Number of 30 Yard Containers with County Owned Compactors: 3. Number of 35 Yard Containers with County Owned Compactors: 1.	1		**20.0%**	
1.17	Delivery of Temporary Container, Any Size.	5	Ea	**$50.00**	
1.18	Initial Delivery of Containers at Beginning of Agreement, Price per Container, Any Size.	28	Ea	**$50.00**	

No Bids received from LC ID Badging Supplies and Texas Pipeline Services

Bid No. F2025193, Annual Contract for Trash Removal Services

				Secondary Award	
				TJ Ranches, LLC d/b/a TJ Services *Weatherford, TX* *HUB - No* *CO-OP - Yes*	
				Total Price	*$347,672.16*
Line #	Description	QTY	UOM	*Unit*	*Extended*
1	Annual Contract for Trash Removal Services			*$347,672.16*	*$347,672.16*
1.1	Trash Pick Up Fee. Container Size: 4 Yard	312	Per Pick Up	*$13.99*	
1.2	Trash Pick Up Fee. Container Size: 8 Yard	3536	Per Pick Up	*$27.98*	
1.3	Trash Pick Up Fee. Container Size: 30 Yard	1	Per Pick Up	*$475.00*	
1.4	Trash Pick Up Fee.Container Size: 30 Yard (Vendor Owned Compactor). As Needed.	1	Per Pick Up	*$600.00*	
1.5	Compactor Rental. Container Size: 30 Yard Compactor Rental. As Needed.	1	Monthly	*$550.00*	
1.6	Trash Pick Up Fee. Container Size: 30 Yard (County Owned Compactor).	209	Per Pick Up	*$600.00*	
1.7	Trash Pick Up Fee. Container Size: 35 Yard. As Needed.	1	Per Pick Up	*$600.00*	
1.8	Trash Pick Up Fee. Container Size: 35 Yard (Vendor Owned Compactor).	105	Per Pick Up	*$600.00*	
1.9	Compactor Rental. Container Size: 35 Yard Compactor Rental.	36	Monthly	*$550.00*	
1.10	Trash Pick Up Fee. Container Size: 35 Yard (County Owned Compactor).	52	Per Pick Up	*$600.00*	
1.11	Trash Pick Up Fee. Container Size: 40 Yard. As needed.	1	Per Pick Up	*$475.00*	
1.12	Cleaning/Washing Container. Container Size: 30 Yard	1	Ea	*$125.00*	
1.13	Cleaning/Washing County Owned Compactor. Container Size: 30 and 35 Yard.	4	Ea	*$125.00*	
1.14	Lock Fee	3	Monthly	*$10.00*	
1.15	Labor Rate for Repair Service on County Owned Compactor. Container Size: 30 Yard and 35 Yard. Number of 30 Yard Containers with County Owned Compactors: 3. Number of 35 Yard Containers with County Owned Compactors: 1.	2	Hourly	*$200.00*	
1.16	Parts Mark-up For Repair of County Owned Compactors. Container Size: 30 Yard and 35 Yard. Number of 30 Yard Containers with County Owned Compactors: 3. Number of 35 Yard Containers with County Owned Compactors: 1.	1		*25.0%*	
1.17	Delivery of Temporary Container, Any Size.	5	Ea	*$75.00*	
1.18	Initial Delivery of Containers at Beginning of Agreement, Price per Container, Any Size.	28	Ea	*$30.00*	

No Bids received from LC ID Badging Supplies and Texas Pipeline Services

Bid No. F2025193, Annual Contract for Trash Removal Services

				Battle Axe Transport, LLC Fort Worth, TX HUB - Yes	
				Total Price	$726,440.00
Line #	Description	QTY	UOM	Unit	Extended
1	Annual Contract for Trash Removal Services			$726,440.00	$726,440.00
1.1	Trash Pick Up Fee. Container Size: 4 Yard	312	Per Pick Up	$80.00	
1.2	Trash Pick Up Fee. Container Size: 8 Yard	3536	Per Pick Up	$160.00	
1.3	Trash Pick Up Fee. Container Size: 30 Yard	1	Per Pick Up	$250.00	
1.4	Trash Pick Up Fee.Container Size: 30 Yard (Vendor Owned Compactor). As Needed.	1	Per Pick Up	$250.00	
1.5	Compactor Rental. Container Size: 30 Yard Compactor Rental. As Needed.	1	Monthly	$325.00	
1.6	Trash Pick Up Fee. Container Size: 30 Yard (County Owned Compactor).	209	Per Pick Up	$300.00	
1.7	Trash Pick Up Fee. Container Size: 35 Yard. As Needed.	1	Per Pick Up	$325.00	
1.8	Trash Pick Up Fee. Container Size: 35 Yard (Vendor Owned Compactor).	105	Per Pick Up	$325.00	
1.9	Compactor Rental. Container Size: 35 Yard Compactor Rental.	36	Monthly	$350.00	
1.10	Trash Pick Up Fee. Container Size: 35 Yard (County Owned Compactor).	52	Per Pick Up	$325.00	
1.11	Trash Pick Up Fee. Container Size: 40 Yard. As needed.	1	Per Pick Up	$350.00	
1.12	Cleaning/Washing Container. Container Size: 30 Yard	1	Ea	$125.00	
1.13	Cleaning/Washing County Owned Compactor. Container Size: 30 and 35 Yard.	4	Ea	$150.00	
1.14	Lock Fee	3	Monthly	$90.00	
1.15	Labor Rate for Repair Service on County Owned Compactor. Container Size: 30 Yard and 35 Yard. Number of 30 Yard Containers with County Owned Compactors: 3. Number of 35 Yard Containers with County Owned Compactors: 1.	2	Hourly	$150.00	
1.16	Parts Mark-up For Repair of County Owned Compactors. Container Size: 30 Yard and 35 Yard. Number of 30 Yard Containers with County Owned Compactors: 3. Number of 35 Yard Containers with County Owned Compactors: 1.	1		15.0%	
1.17	Delivery of Temporary Container, Any Size.	5	Ea	$200.00	
1.18	Initial Delivery of Containers at Beginning of Agreement, Price per Container, Any Size.	28	Ea	$200.00	

No Bids received from LC ID Badging Supplies and Texas Pipeline Services

Bid No. F2025193, Annual Contract for Trash Removal Services

Line #	Description	QTY	UOM	Frontier Access, LLC d/b/a Frontier Waste Solutions Wilmer, TX HUB - No	
				Total Price Unit	Withdraw Extended
1	Annual Contract for Trash Removal Services			Withdraw	
1.1	Trash Pick Up Fee. Container Size: 4 Yard	312	Per Pick Up	Withdraw	
1.2	Trash Pick Up Fee. Container Size: 8 Yard	3536	Per Pick Up	Withdraw	
1.3	Trash Pick Up Fee. Container Size: 30 Yard	1	Per Pick Up	Withdraw	
1.4	Trash Pick Up Fee.Container Size: 30 Yard (Vendor Owned Compactor). As Needed.	1	Per Pick Up	Withdraw	
1.5	Compactor Rental. Container Size: 30 Yard Compactor Rental. As Needed.	1	Monthly	Withdraw	
1.6	Trash Pick Up Fee. Container Size: 30 Yard (County Owned Compactor).	209	Per Pick Up	Withdraw	
1.7	Trash Pick Up Fee. Container Size: 35 Yard. As Needed.	1	Per Pick Up	Withdraw	
1.8	Trash Pick Up Fee. Container Size: 35 Yard (Vendor Owned Compactor).	105	Per Pick Up	Withdraw	
1.9	Compactor Rental. Container Size: 35 Yard Compactor Rental.	36	Monthly	Withdraw	
1.10	Trash Pick Up Fee. Container Size: 35 Yard (County Owned Compactor).	52	Per Pick Up	Withdraw	
1.11	Trash Pick Up Fee. Container Size: 40 Yard. As needed.	1	Per Pick Up	Withdraw	
1.12	Cleaning/Washing Container. Container Size: 30 Yard	1	Ea	Withdraw	
1.13	Cleaning/Washing County Owned Compactor. Container Size: 30 and 35 Yard.	4	Ea	Withdraw	
1.14	Lock Fee	3	Monthly	Withdraw	
1.15	Labor Rate for Repair Service on County Owned Compactor. Container Size: 30 Yard and 35 Yard. Number of 30 Yard Containers with County Owned Compactors: 3. Number of 35 Yard Containers with County Owned Compactors: 1.	2	Hourly	Withdraw	
1.16	Parts Mark-up For Repair of County Owned Compactors. Container Size: 30 Yard and 35 Yard. Number of 30 Yard Containers with County Owned Compactors: 3. Number of 35 Yard Containers with County Owned Compactors: 1.	1		Withdraw	
1.17	Delivery of Temporary Container, Any Size.	5	Ea	Withdraw	
1.18	Initial Delivery of Containers at Beginning of Agreement, Price per Container, Any Size.	28	Ea	Withdraw	

No Bids received from LC ID Badging Supplies and Texas Pipeline Services

Bid No. F2025193, Annual Contract for Trash Removal Services

Line #	Description	QTY	UOM	Waste Connections, Inc d/b/a Waste Connections Lone Star, Inc Haltom City, TX HUB - No	
				Total Price	Withdraw
				Unit	Extended
1	Annual Contract for Trash Removal Services			Withdraw	
1.1	Trash Pick Up Fee. Container Size: 4 Yard	312	Per Pick Up	Withdraw	
1.2	Trash Pick Up Fee. Container Size: 8 Yard	3536	Per Pick Up	Withdraw	
1.3	Trash Pick Up Fee. Container Size: 30 Yard	1	Per Pick Up	Withdraw	
1.4	Trash Pick Up Fee.Container Size: 30 Yard (Vendor Owned Compactor). As Needed.	1	Per Pick Up	Withdraw	
1.5	Compactor Rental. Container Size: 30 Yard Compactor Rental. As Needed.	1	Monthly	Withdraw	
1.6	Trash Pick Up Fee. Container Size: 30 Yard (County Owned Compactor).	209	Per Pick Up	Withdraw	
1.7	Trash Pick Up Fee. Container Size: 35 Yard. As Needed.	1	Per Pick Up	Withdraw	
1.8	Trash Pick Up Fee. Container Size: 35 Yard (Vendor Owned Compactor).	105	Per Pick Up	Withdraw	
1.9	Compactor Rental. Container Size: 35 Yard Compactor Rental.	36	Monthly	Withdraw	
1.10	Trash Pick Up Fee. Container Size: 35 Yard (County Owned Compactor).	52	Per Pick Up	Withdraw	
1.11	Trash Pick Up Fee. Container Size: 40 Yard. As needed.	1	Per Pick Up	Withdraw	
1.12	Cleaning/Washing Container. Container Size: 30 Yard	1	Ea	Withdraw	
1.13	Cleaning/Washing County Owned Compactor. Container Size: 30 and 35 Yard.	4	Ea	Withdraw	
1.14	Lock Fee	3	Monthly	Withdraw	
1.15	Labor Rate for Repair Service on County Owned Compactor. Container Size: 30 Yard and 35 Yard. Number of 30 Yard Containers with County Owned Compactors: 3. Number of 35 Yard Containers with County Owned Compactors: 1.	2	Hourly	Withdraw	
1.16	Parts Mark-up For Repair of County Owned Compactors. Container Size: 30 Yard and 35 Yard. Number of 30 Yard Containers with County Owned Compactors: 3. Number of 35 Yard Containers with County Owned Compactors: 1.	1		Withdraw	
1.17	Delivery of Temporary Container, Any Size.	5	Ea	Withdraw	
1.18	Initial Delivery of Containers at Beginning of Agreement, Price per Container, Any Size.	28	Ea	Withdraw	

No Bids received from LC ID Badging Supplies and Texas Pipeline Services

TARRANT COUNTY

DEPARTMENT OF FACILITIES MANAGEMENT

August 21, 2025

Niki Jones
Senior Buyer
Tarrant County Purchasing Department
100 East Weatherford, Suite 303
Fort Worth, TX 76196

Subject: F2025193 Annual Contract for Trash Removal Services

Re: Approval of Low Bidder

Ms. Jones,

Tarrant County Facilities Management (TCFM) has reviewed the bid and supporting documents submitted for F2025193 Annual Contract for Trash Removal Services.

Tarrant County Facilities Management (TCFM) has completed its evaluation of the bids and supporting documentation submitted for Project F2025193 – *Annual Contract for Trash Removal Services*. After a comprehensive review, TCFM has determined that Republic Services d/b/a Allied Waste Services of Texas and TJ Ranches, LLC d/b/a TJ Services possess the qualifications and capacity to successfully fulfill the scope of work outlined in the solicitation.

TCFM recommends awarding the contract to both firms, designating Republic Services d/b/a Allied Waste Services of Texas as the primary vendor, and TJ Ranches, LLC d/b/a TJ Services as the secondary vendor.

Tarrant County Facilities Management

Sincerely,

Joshua B. Palmer

Joshua B. Palmer
Tarrant County Facilities Management
200 North Taylor St., Suite 344
Fort Worth, TX 76196

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Bid No. F2025193, Annual Contract for Trash Removal Service - Countywide - Various Vendors - Per Unit Price/Hourly Rates/Markup for Parts

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

   Yes_____ No __√__

2. Does the county action limit or restrict a real property right, even partially or temporarily?

   Yes_____ No __√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

****

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 13
Department: Purchasing	**Prepared By:** Teresa Ralls	**Approved By:** Christopher Lax, CPSM, CPSD, CPCP

SUBJECT:

RFP No. F2025199 - Annual Contract for Forensic Accident Reconstruction, Consultation, Expert Witness, and Support Services - District Attorney's Office - Peggy Lovett d/b/a Crash Dynamics - Per Contract Terms

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award RFP No. F2025199, Annual Contract for Forensic Accident Reconstruction, Consultation, Expert Witness, and Support Services, for the District Attorney's Office, to Peggy Lovett d/b/a Crash Dynamics at the per contract terms and approve contract.

BACKGROUND

Notice of the County's intent to bid was advertised in a local newspaper, as required by State statute, and posted on the Internet, the Arlington Black Chamber of Commerce, the Fort Worth Hispanic Chamber of Commerce, the Fort Worth Metropolitan Black Chamber of Commerce, and the Tarrant County Asian American Chamber of Commerce. Nine hundred ninety-seven (997) vendors were contacted and requested to participate in this proposal process. All documents pertaining to this RFP were posted on the Tarrant County website and were downloaded by interested parties. A pre-proposal conference held on July 14, 2025, was attended by one (1) vendor as well as representatives from the District Attorney's Office and Purchasing. One (1) proposal and four (4) no-bids were received.

The proposal was evaluated by the District Attorney's Office and Purchasing representatives. Evaluations were based upon the criteria and processes set forth in the RFP.

A Best and Final Offer was then requested from the highest scoring vendor which resulted in no reduction in total price.

The proposal received from Peggy Lovett d/b/a Crash Dynamics meets all specifications and is acceptable to the District Attorney's Office.

The term of the contract is twelve (12) months, effective October 1, 2025.

Subject to continued funding by the Commissioners Court, this agreement shall automatically renew October 1, 2026 and October 1, 2027, hereafter for two (2) twelve (12) month periods ending on September 30, 2028, unless sooner terminated by either party as provided herein.

The purpose of this contract is to review law enforcement case files, evaluate crash reconstruction, conduct crime scene services and make initial recommendations for the prosecutor. Additionally, analysis is completed as needed for trial, which may include vehicle inspections, photos, measurements, data recordings, scans, vehicle damage documentation, law enforcement interviews, visibility tests, trail preparation, court testimony, and a comprehensive report of any findings.

Therefore, it is the joint recommendation of the District Attorney's Office and Purchasing that RFP No. F2025199, Annual Contract for Forensic Accident Reconstruction, Consultation, Expert Witness, and Support Services be awarded to Peggy Lovett d/b/a Crash Dynamics at the per contract terms.

The contract is attached for approval and signature. The District Attorney's Office reviewed this contract as to form.

FISCAL IMPACT

Expenses for the last twelve (12) months were $47,964.55. The department has included funding in the FY26 budget request.

PASSED AND APPROVED on September 16, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
District Attorney's Office*

*By law, the 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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____

Auditor

Attachments

Agenda Link Backup.pdf

RFP No. F2025199 Annual Contract for Forensic Accident Reconstriction, Consultation, Expert Witness, and Support Services

		AWARD
		Peggy Lovett d/b/a Crash Dynamics Hurst, TX HUB - Yes COOP - Yes
Evaluation Criteria	Max Points	**Score**
Firms Capability and Experience	200	**150.83**
Qualifications and Experience of Accident Reconstructionist(s)	300	**250.00**
Preferred Qualifications	50	**39.33**
References	100	**100.00**
Price	350	**350.00**
Total	1,000	**890.16**

Notes: No-bids were received from Richmond Equipment, Texas Pipeline Services, Tall City Cyber LLC and The Bubble.

PHIL SORRELLS
District Attorney
Tarrant County

August 12, 2025

Teresa Ralls
Purchasing Department
100 E. Weatherford Street, Suite 303
Fort Worth, Texas 76196

RE: F2025199 Annual Contract for Forensic Accident Reconstruction, Consultation, Expert Witness, and Support Services

Dear Teresa Ralls:

In response to the RFP submissions for our annual contract for Forensic Accident Reconstruction, Consultation, Expert Witness, and Support Services, the Tarrant County District Attorney's Office approves the contract award for F2025199 to Crash Dynamics.

Sincerely,

Ann M. Durfee
Tarrant County District Attorney's Office
Tim Curry Criminal Justice Center, 4th Floor
401 West Belknap Street
Fort Worth, Texas 76196
Phone: 817-884-1694
Fax: 817-884-1667
amdurfee@tarrantcountytx.gov

STATEOFTEXAS §

§ **CONTRACT FOR**

§ **PROFESSIONAL SERVICES**

COUNTY OF TARRANT §

This contract for professional services is between Tarrant County, Texas and Crash Dynamics ("PROVIDER") to provide forensic crash reconstruction in preparation for testifying in court including assisting with the creation of trial exhibits and for testimony as needed as a witness for the Tarrant County District Attorney's office ("TCDA").

1. SCOPE OF SERVICES

PROVIDER will provide, as requested by the TCDA, the following professional services relating to forensic crash reconstruction, inspections and other expert services:

1.1 Review Tarrant County law enforcement case files at intake or grand jury level to evaluate the quality of the agency's crash scene and reconstruction work in vehicular cases and make recommendations regarding the need for additional reconstruction or crash scene work.

1.2 Perform vehicle inspections of vehicles involved in collisions to determine the ability of each vehicle to stop, go, and turn prior to collision. Crash Dynamics will check safety recalls on vehicles to make certain any relevant recalls have been corrected or were not an issue with the collision at hand.

1.3 Download Event Data Recorders (EDRs) of vehicles involved in collisions as part of reconstruction process.

1.4 Make Forensic Maps with or without aerial maps of crash scenes as part of the reconstruction process.

1.5 Conduct analysis of the case for determination of speeds, time and distance studies and causation of the collision. Multi-faceted methodologies will be utilized as needed to accomplish this task to ensure accuracy.

1.6 Attend pre-trial meetings to discuss cases, strategies, and exhibit needs as needed for trial.

1.7 Provide expert testimony at trial both in case-in-chief and assess qualifications of, and facts and data relied upon by, Defense expert and assist TCDA attorneys in trial preparation in the development of cross- examination and rebuttal testimony.

1.8 Testify about underlying science and acceptance in the scientific community of Airbag Control Module, Forensic mapping, CRUSH (i.e., energy discipline used to calculate speeds, closing velocities and change in velocity), Conservation of Linear Momentum, and Vector Sum Analysis.

1.9 Assist the TCDA with continuing legal education, law enforcement training, and speaking presentations.

2. TERM AND RENEWAL OPTIONS

2.1 This contract begins on October 1, 2025, and concludes on September 30, 2026. At Tarrant County's option and the approval of PROVIDER, the contract may be renewed for two (2) additional twelve (12) month periods, as further explained below. Prices must remain firm for the entire contract including renewals.

2.2 Tarrant County reserves the right to exercise an option to renew the contract with PROVIDER for two (2) additional twelve (12) month periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If the County exercises this right in writing, PROVIDER shall update and submit any legal documents required during the initial contract year no later than thirty (30) days calendar days prior to the commencement of the option period. These documents, if applicable, will be specified in the Special Conditions and include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the Respondents in complete form within the time specified, the County will retain the right to rescind its option and seek a new solicitation.

3. RETAINER

3.1 Tarrant County will pay $3,500.00 monthly as a non-refundable retainer on or before the 15th day of each month of this contract in exchange for unlimited consultation hours during the contract period, to receive all calls from Tarrant County Peace Officers, investigators and Assistant District Attorneys regarding the active collision scenes and police officer calls to discuss cases in preparation for filing with the TCDA and advice regarding warrants needed for downloading EDR units and preserving vehicles as evidence. Retainer services will also include a desk top review of all cases referred, a short report with a summary of findings and recommendations for any additional work needed from the local police department, discussions with prosecutors regarding vehicle inspections and guidance regarding additional actions needed

3.2 Provider agrees to provide criminal services solely to the TCDA and will refuse any and all criminal defense cases in Tarrant County during the contract period.

4. COST FOR ADDITIONAL SERVICES

4.1 All ADDITIONAL SERVICES must be authorized by, and at the sole discretion, of TCDA.

4.2 PROVIDER will bill for services performed in accordance with this contract;

4.3 PROVIDER will submit an invoice for services for each case (including hours expended and actual work performed in each case, date(s) worked, case identification number and agency) to the Tarrant County District Attorney at 401 W. Belknap, Fort Worth, Texas 76196-0201;

4.4 All fees, with the exception of the "Retainer" fee which is governed by 3.1

and 3.2 above, shall be governed by the rates specified on the "Price Proposal Form" of RFP F2025199, Annual Contract for Forensic Accident Reconstruction, Consultation, Expert Witness, and Support Services, attached.

5. INSURANCE REQUIREMENTS

Prior to the commencement of any work or delivery, Contractor will submit verification of coverages required in RFP F2025199.

6. FINANCIAL RESPONSIBILITY

PROVIDER is responsible for its incurred expenses in performing this contract unless otherwise noted. **To the extent permitted by the Constitution and the laws of the State of Texas. PROVIDER indemnifies and holds harmless Tarrant County against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including attorney's fees, with respect to PROVIDER's performance of this contract.**

Payment terms should be in accordance with the Texas Prompt Payment Act.

7. AGENCY-INDEPENDENT CONTRACTOR

Neither PROVIDER nor any employee thereof is an agent of Tarrant County and neither Tarrant County nor any employee thereof is an agent of PROVIDER. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefits, privilege or other amenities of employment by the other party.

8. ASSIGNMENT

Neither party may assign this contract.

9. THIRD PARTY BENEFICIARY EXCLUDED

This contract does not inure to the benefit of any specific third party. The parties to this contract do not consent to the waiver of sovereign or government immunity under Texas state or federal law to the extent either party may have that immunity under law.

10. MISCELLANEOUS

This contract supersedes all prior representations. The parties will not amend this contract orally. The law of the State of Texas governs this contract. Venue for any action regarding this contract must be in the district courts of Tarrant County, Texas.

11. TERMINATION

Either party may terminate this contract by:

11.1 Providing written notice to the other party at least thirty (30) days prior to the date of termination;
11.2 Providing in the written notice the date of termination; and
11.3 Sending the written notice by certified mail return receipt requested to the party at its address.
11.4 The parties acknowledge and agree that Tarrant County is a governmental entity subject to yearly funding limitations and Vendor agrees County may terminate this Agreement during any future fiscal years in which funding is not allocated by the Commissioner's Court for services/products covered under this Agreement.

12. DISCLOSURE OF INTERESTED PARTIES

By entering into the contract, PROVIDER agrees to comply with HB 1295, Government Code 2252.908. PROVIDER agrees to provide Purchasing Agent and/ or requesting department, the "Certificate of Interested Parties," Form 1295 as required before approval by Tarrant County of this contract.

13. SURVIVABILITY

All applicable projects that were entered into between Vendor and County under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. At Tarrant County's discretion, existing Purchase Orders issued and accepted by Vendor shall survive the expiration or termination of the Contract.

cJ

14. COMPLIANCE WITH LAWS

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.

15. ENTITIES that Boycott Israel and Prohibition against Involvement with Iran, Sudan, and Foreign Terrorist Organizations. In compliance with Texas Government Code Section 2252.152, if applicable, VR Systems verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement. VR Systems further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

16. TRADE ASSOCIATIONS

In compliance with Section 2274.002 of the Texas Government Code, if applicable, VR Systems certifies it does not boycott energy companies and shall not boycott energy companies during the terms of this Agreement. "Boycott energy company" is defined in Section 809.001(1) 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).

17. DISCRIMINATION AGAINST FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS PROHIBITED. In compliance with Section 2274.002 of the Texas Government Code, if applicable, VR Systems certifies 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 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) 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.

18. EXECUTION OF AGREEMENT

This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever. By signing, both parties agree to the terms and conditions.

19. PARTIES ADDRESSES

COUNTY

Phil Sorrells
Tarrant County District Attorney
401 W. Belknap
Fort Worth, Texas 76196-0201

PROVIDER

Peggy Lovett d/b/a
CrashDynamics
P.O. Box 1324
Hurst, Texas 76053

APPROVED on this the_____day of_____, 2025,
by Commissioners Court Order No._____

TARRANT COUNTY
STATE OF TEXAS

PROVIDER

Separate Electronic Signature Page
Tarrant County Judge

Peggy Lovett, Crash Dynamics

08/28/25

APPROVED AS TO FORM:

Kimberly Colliet Wesley
Criminal District Attorney's Office

CERTIFICATION OF
AVAILABLE FUNDS:$_____

_____
Kimberly Buchanan, County Auditor

By law, the District Attorney's Office may only approve contracts for its clients. We reviewed this document as o form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties ;hould seek contract review from independent counsel.

RFP FOR ANNUAL CONTRACT FOR FORENSIC ACCIDENT RECONSTRUCTION, CONSULTATION, EXPERT WITNESS, AND SUPPORT SERVICES

PROPOSAL PRICE FORM

The rates below must be All-Inclusive (Comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, food, equipment, materials, supplies, managerial support, and all documents, forms, and reproductions thereof.)

Description of Services	Estimated Quantity	Unit Price	Extended Price (Estimated Quantity x Unit Price)
1.1 Retainer	12 Months	$3,500.00 (per month)	$42,000.00
1.2 Mapping (including the use of Total Station, Drone, and Laser Scanner as needed)	15 Hours	$525.00 (per hour)	$7,875.00
1.3 Vehicle Modular Data Recorder Download (per passenger vehicle) All passenger vehicles except KIA and Hyundai cars	27 Passenger Vehicles	$500.00 (per passenger vehicle)	$13,500.00
1.4 Vehicle Modular Data Recorder Download (per passenger vehicle) KIA and Hyundai cars only	5 Passenger Vehicles – KIA and Hyundai	$2,000.00 (per passenger vehicle)	$10,000.00
1.5 Vehicle Modular Data Recorder Download (per heavy truck)	1 Heavy Truck	$2,500.00 (per heavy truck)	$2,500.00
1.6 Reimbursement for Mechanic and Wrecker Services on Vehicle Inspections	18 Inspections	$950.00 (per inspection)	$17,100.00
1.7 Case Evaluation	220 Hours	$350.00 (per hour)	$77,000.00
1.8 Pre-Trial Meetings/Consultation/Investigation	40 Hours	$350.00 (per hour)	$14,000.00
1.9 Courtroom Appearance / Expert Trial Testimony	25 Hours	$400.00 (per hour)	$10,000.00
		TOTAL:	**$193,975.00** ✓
2.0 Assist the TCCDA with continuing legal education, law enforcement training, and speaking presentations. (Line excluded from response total)	25 Hours	$350.00	$8,750.00

Peggy Lovell
08/11/25

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: RFP No. F2025199 - Annual Contract for Forensic Accident Reconstruction, Consultation, Expert Witness, and Support Services - District Attorney's Office – Peggy Lovett d/b/a Crash Dynamics - Per Contract Terms

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

   Yes _____ No √

2. Does the county action limit or restrict a real property right, even partially or temporarily?

   Yes _____ No √

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

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TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 45
Department: Purchasing	**Prepared By:** Allan Tucker	**Approved By:** Christopher Lax, CPSM, CPSD, CPCP

SUBJECT:

Bid No. F2025200 - Annual Contract for Lawn Treatment - Facilities Management - Hayes Family Enterprises LLC d/b/a Gecko Green Lawn Care - Per Unit Price

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award Bid No. F2025200, Annual Contract for Lawn Treatment to Hayes Family Enterprises LLC d/b/a Gecko Green Lawn Care, at the per unit price.

BACKGROUND

Notice of the County's intent to bid was advertised in a local newspaper, as required by State statute, and posted on the Internet, the Arlington Black Chamber of Commerce, the Fort Worth Hispanic Chamber of Commerce, the Fort Worth Metropolitan Black Chamber of Commerce, and the Tarrant County Asian American Chamber of Commerce. Seven hundred five (705) vendors were contacted and requested to participate in this bid process. All documents pertaining to this bid were posted on the Tarrant County website and were downloaded by interested bidders. A pre-bid conference held on July 23, 2025 was attended by three (3) vendors as well as representatives from Facilities Management and Purchasing. Three (3) bids and three (3) no-bids were received.

The low bid received from Hayes Family Enterprises LLC d/b/a Gecko Green Lawn Care meets all specifications and is acceptable to Facilities Management.

The term of the contract is twelve (12) months, effective September 24, 2025.

Subject to continued funding by the Commissioners Court, this agreement shall automatically renew September 24, 2026 and September 24, 2027, hereafter for two (2) twelve (12) month periods ending on September 23, 2028, unless sooner terminated by either party as provided herein.

This contract will provide lawn treatment services including the application of fungicide, pesticide, weed control, and fertilizer for various County locations.

Therefore, it is the joint recommendation of Facilities Management and Purchasing that Bid No. F2025200, Annual Contract for Lawn Treatment, be awarded to Hayes Family Enterprises LLC d/b/a Gecko Green Lawn Care at the per unit price.

FISCAL IMPACT

Expenses for the last twelve (12) months were $114,400.00. The department has included funding in the FY26 budget request.

Attachments

Backup.pdf

Bid No. F2025200 Annual Contract for Lawn Treatment

			Hayes Family Enterprises LLC d/b/a Gecko Green Lawn Care Irving, TX HUB - No CO-OP - Yes		Outdoor Home Services Holdings, LLC d/b/a TruGreen LP Richland Hills, TX HUB - No		Landscape Professionals of Texas (LPT Inc.) Dallas, TX HUB - Yes	
			Total Price	**$72,490.21**	Total Price	$79,551.00	Total Price	$99,014.64
Line #	Description	QTY	**Unit**	**Extended**	Unit	Extended	Unit	Extended
2	**1895 Courthouse**		**$ 2,853.00**	**$ 2,853.00**	$ 1,643.00	$ 1,643.00	$ 5,141.81	$ 5,141.81
2.1	Late Winter/Early Spring Lawn Treatment Visit	2	**$ 151.00**	**$ 302.00**	$ 81.00	$ 162.00	$ 382.11	$ 764.22
2.2	Late Spring/Summer Lawn Treatment Visit	3	**$ 151.00**	**$ 453.00**	$ 81.00	$ 243.00	$ 241.32	$ 723.96
2.3	Autumn Lawn Treatment Visit	2	**$ 151.00**	**$ 302.00**	$ 81.00	$ 162.00	$ 418.29	$ 836.58
2.4	Grassy Weed Prevention Visit	2	**$ 151.00**	**$ 302.00**	$ 81.00	$ 162.00	$ 180.99	$ 361.98
2.5	Tree/Shrub Insect/Disease Control Visit	4	**$ 123.00**	**$ 492.00**	$ 98.00	$ 392.00	$ 150.83	$ 603.30
2.6	Tree/Shrub Root Zone Fertilization Visit	1	**$ 123.00**	**$ 123.00**	$ 98.00	$ 98.00	$ 1,150.30	$ 1,150.30
2.7	Fire Ant Control Visit	1	**$ 222.00**	**$ 222.00**	$ 156.00	$ 156.00	$ 104.60	$ 104.60
2.8	Plant Bed Weed Control Visit	1	**$ 81.00**	**$ 81.00**	$ 71.00	$ 71.00	$ 122.27	$ 122.27
2.9	Horticultural Oil Treatment Visit	1	**$ 123.00**	**$ 123.00**	$ 98.00	$ 98.00	$ 176.97	$ 176.97
2.10	Fungicide Lawn Treatment Visit	1	**$ 453.00**	**$ 453.00**	$ 99.00	$ 99.00	$ 297.63	$ 297.63

Bid No. F2025200 Annual Contract for Lawn Treatment

			Anointed Landscaping and Lawncare LLC. Newark, TX HUB - No	
			Total Price	$146,360.00
Line #	Description	QTY	Unit	Extended
2	**1895 Courthouse**		$ 4,165.00	$ 4,165.00
2.1	Late Winter/Early Spring Lawn Treatment Visit	2	$ 200.00	$ 400.00
2.2	Late Spring/Summer Lawn Treatment Visit	3	$ 200.00	$ 600.00
2.3	Autumn Lawn Treatment Visit	2	$ 200.00	$ 400.00
2.4	Grassy Weed Prevention Visit	2	$ 200.00	$ 400.00
2.5	Tree/Shrub Insect/Disease Control Visit	4	$ 295.00	$ 1,180.00
2.6	Tree/Shrub Root Zone Fertilization Visit	1	$ 295.00	$ 295.00
2.7	Fire Ant Control Visit	1	$ 250.00	$ 250.00
2.8	Plant Bed Weed Control Visit	1	$ 195.00	$ 195.00
2.9	Horticultural Oil Treatment Visit	1	$ 195.00	$ 195.00
2.10	Fungicide Lawn Treatment Visit	1	$ 250.00	$ 250.00

Bid No. F2025200 Annual Contract for Lawn Treatment

			Hayes Family Enterprises LLC d/b/a Gecko Green Lawn Care Irving, TX HUB - No CO-OP - Yes		Outdoor Home Services Holdings, LLC d/b/a TruGreen LP Richland Hills, TX HUB - No		Landscape Professionals of Texas (LPT Inc.) Dallas, TX HUB - Yes	
3	**Administration Building**		**$ 731.00**	**$ 731.00**	$ 1,181.00	$ 1,181.00	$ 2,820.17	$ 2,820.17
3.1	Late Winter/Early Spring Lawn Treatment Visit	2	**$ 50.00**	**$ 100.00**	$ 65.00	$ 130.00	$ 254.09	$ 508.18
3.2	Late Spring/Summer Lawn Treatment Visit	3	**$ 50.00**	**$ 150.00**	$ 65.00	$ 195.00	$ 160.48	$ 481.44
3.3	Autumn Lawn Treatment Visit	2	**$ 50.00**	**$ 100.00**	$ 65.00	$ 130.00	$ 278.17	$ 556.33
3.4	Grassy Weed Prevention Visit	2	**$ 50.00**	**$ 100.00**	$ 65.00	$ 130.00	$ 120.36	$ 240.72
3.5	Tree/Shrub Insect/Disease Control Visit	2	**$ 50.00**	**$ 100.00**	$ 64.00	$ 128.00	$ 382.48	$ 764.95
3.6	Fire Ant Control Visit	1	**$ 51.00**	**$ 51.00**	$ 120.00	$ 120.00	$ 69.56	$ 69.56
3.7	Plant Bed Weed Control Visit	4	**$ 20.00**	**$ 80.00**	$ 71.00	$ 284.00	$ 20.33	$ 81.31
3.8	Horticultural Oil Treatment Visit	1	**$ 50.00**	**$ 50.00**	$ 64.00	$ 64.00	$ 117.68	$ 117.68
4	**Alliance for Children**		**$ 1,720.00**	**$ 1,720.00**	$ 2,169.00	$ 2,169.00	$ 1,350.07	$ 1,350.07
4.1	Late Winter/Early Spring Lawn Treatment Visit	2	**$ 56.00**	**$ 112.00**	$ 81.00	$ 162.00	$ 95.53	$ 191.05
4.2	Late Spring/Summer Lawn Treatment Visit	3	**$ 56.00**	**$ 168.00**	$ 81.00	$ 243.00	$ 60.33	$ 180.99
4.3	Autumn Lawn Treatment Visit	2	**$ 56.00**	**$ 112.00**	$ 81.00	$ 162.00	$ 104.58	$ 209.15

Bid No. F2025200 Annual Contract for Lawn Treatment

			Anointed Landscaping and Lawncare LLC. Newark, TX HUB - No	
3	**Administration Building**		$ 3,620.00	$ 3,620.00
3.1	Late Winter/Early Spring Lawn Treatment Visit	2	$ 195.00	$ 390.00
3.2	Late Spring/Summer Lawn Treatment Visit	3	$ 195.00	$ 585.00
3.3	Autumn Lawn Treatment Visit	2	$ 195.00	$ 390.00
3.4	Grassy Weed Prevention Visit	2	$ 195.00	$ 390.00
3.5	Tree/Shrub Insect/Disease Control Visit	2	$ 295.00	$ 590.00
3.6	Fire Ant Control Visit	1	$ 300.00	$ 300.00
3.7	Plant Bed Weed Control Visit	4	$ 195.00	$ 780.00
3.8	Horticultural Oil Treatment Visit	1	$ 195.00	$ 195.00
4	**Alliance for Children**		$ 4,380.00	$ 4,380.00
4.1	Late Winter/Early Spring Lawn Treatment Visit	2	$ 195.00	$ 390.00
4.2	Late Spring/Summer Lawn Treatment Visit	3	$ 195.00	$ 585.00
4.3	Autumn Lawn Treatment Visit	2	$ 195.00	$ 390.00

Bid No. F2025200 Annual Contract for Lawn Treatment

			Hayes Family Enterprises LLC d/b/a Gecko Green Lawn Care Irving, TX HUB - No CO-OP - Yes		Outdoor Home Services Holdings, LLC d/b/a TruGreen LP Richland Hills, TX HUB - No		Landscape Professionals of Texas (LPT Inc.) Dallas, TX HUB - Yes	
4.4	Grassy Weed Prevention Visit	2	**$ 56.00**	**$ 112.00**	$ 81.00	$ 162.00	$ 45.25	$ 90.50
4.5	Tree/Shrub Insect/Disease Control Visit	3	**$ 138.00**	**$ 414.00**	$ 110.00	$ 330.00	$ 50.27	$ 150.81
4.6	Tree/Shrub Root Zone Fertilization Visit	3	**$ 138.00**	**$ 414.00**	$ 110.00	$ 330.00	$ 95.86	$ 287.57
4.7	Fire Ant Control Visit	1	**$ 83.00**	**$ 83.00**	$ 130.00	$ 130.00	$ 40.00	$ 40.00
4.8	Plant Bed Weed Control Visit	5	**$ 61.00**	**$ 305.00**	$ 130.00	$ 650.00	$ 40.00	$ 200.00
5	**Dick Anderson Building**		**$ 495.00**	**$ 495.00**	$ 820.00	$ 820.00	$ 1,073.88	$ 1,073.88
5.1	Late Winter/Early Spring Lawn Treatment Visit	2	**$ 50.00**	**$ 100.00**	$ 75.00	$ 150.00	$ 143.29	$ 286.57
5.2	Late Spring/Summer Lawn Treatment Visit	3	**$ 50.00**	**$ 150.00**	$ 75.00	$ 225.00	$ 90.50	$ 271.49
5.3	Autumn Lawn Treatment Visit	2	**$ 50.00**	**$ 100.00**	$ 75.00	$ 150.00	$ 156.86	$ 313.72
5.4	Grassy Weed Prevention Visit	2	**$ 50.00**	**$ 100.00**	$ 75.00	$ 150.00	$ 67.87	$ 135.74
5.5	Fire Ant Control Visit	1	**$ 45.00**	**$ 45.00**	$ 145.00	$ 145.00	$ 66.36	$ 66.36
6	**Criminal Justice Building**		**$ 449.00**	**$ 449.00**	$ 482.00	$ 482.00	$ 350.59	$ 350.59
6.1	Late Winter/Early Spring Lawn Treatment Visit	2	**$ 50.00**	**$ 100.00**	$ 47.00	$ 94.00	$ 47.76	$ 95.52

Bid No. F2025200 Annual Contract for Lawn Treatment

			Anointed Landscaping and Lawncare LLC. Newark, TX HUB - No	
4.4	Grassy Weed Prevention Visit	2	$ 195.00	$ 390.00
4.5	Tree/Shrub Insect/Disease Control Visit	3	$ 275.00	$ 825.00
4.6	Tree/Shrub Root Zone Fertilization Visit	3	$ 275.00	$ 825.00
4.7	Fire Ant Control Visit	1	$ 225.00	$ 225.00
4.8	Plant Bed Weed Control Visit	5	$ 150.00	$ 750.00
5	**Dick Anderson Building**		$ 2,005.00	$ 2,005.00
5.1	Late Winter/Early Spring Lawn Treatment Visit	2	$ 195.00	$ 390.00
5.2	Late Spring/Summer Lawn Treatment Visit	3	$ 195.00	$ 585.00
5.3	Autumn Lawn Treatment Visit	2	$ 195.00	$ 390.00
5.4	Grassy Weed Prevention Visit	2	$ 195.00	$ 390.00
5.5	Fire Ant Control Visit	1	$ 250.00	$ 250.00
6	**Criminal Justice Building**		$ 1,150.00	$ 1,150.00
6.1	Late Winter/Early Spring Lawn Treatment Visit	2	$ 125.00	$ 250.00

Bid No. F2025200 Annual Contract for Lawn Treatment

			Hayes Family Enterprises LLC d/b/a Gecko Green Lawn Care Irving, TX HUB - No CO-OP - Yes		Outdoor Home Services Holdings, LLC d/b/a TruGreen LP Richland Hills, TX HUB - No		Landscape Professionals of Texas (LPT Inc.) Dallas, TX HUB - Yes	
6.2	Late Spring/Summer Lawn Treatment Visit	3	**$ 50.00**	**$ 150.00**	$ 47.00	$ 141.00	$ 30.17	$ 90.50
6.3	Autumn Lawn Treatment Visit	2	**$ 50.00**	**$ 100.00**	$ 47.00	$ 94.00	$ 52.29	$ 104.57
6.4	Fire Ant Control Visit	1	**$ 38.00**	**$ 38.00**	$ 90.00	$ 90.00	$ 30.00	$ 30.00
6.5	Plant Bed Weed Control Visit	1	**$ 61.00**	**$ 61.00**	$ 63.00	$ 63.00	$ 30.00	$ 30.00
7	**Elections Center**		**$ 778.00**	**$ 778.00**	$ 1,263.00	$ 1,263.00	$ 276.36	$ 276.36
7.1	Fire Ant Control Visit	1	**$ 64.00**	**$ 64.00**	$ 150.00	$ 150.00	$ 66.36	$ 66.36
7.2	Plant Bed Weed Control Visit	7	**$ 102.00**	**$ 714.00**	$ 159.00	$ 1,113.00	$ 30.00	$ 210.00
8	**Green Bay Jail**		**$ 2,848.00**	**$ 2,848.00**	$ 2,255.00	$ 2,255.00	$ 4,295.51	$ 4,295.51
8.1	Late Winter/Early Spring Lawn Treatment Visit	2	**$ 272.00**	**$ 544.00**	$ 205.00	$ 410.00	$ 573.14	$ 1,146.28
8.2	Late Spring/Summer Lawn Treatment Visit	3	**$ 272.00**	**$ 816.00**	$ 205.00	$ 615.00	$ 361.98	$ 1,085.94
8.3	Autumn Lawn Treatment Visit	2	**$ 272.00**	**$ 544.00**	$ 205.00	$ 410.00	$ 627.44	$ 1,254.87
8.4	Grassy Weed Prevention Visit	2	**$ 272.00**	**$ 544.00**	$ 205.00	$ 410.00	$ 271.49	$ 542.97
8.5	Fire Ant Control Visit	1	**$ 400.00**	**$ 400.00**	$ 410.00	$ 410.00	$ 265.45	$ 265.45

Bid No. F2025200 Annual Contract for Lawn Treatment

			Anointed Landscaping and Lawncare LLC. Newark, TX HUB - No	
6.2	Late Spring/Summer Lawn Treatment Visit	3	$ 125.00	$ 375.00
6.3	Autumn Lawn Treatment Visit	2	$ 125.00	$ 250.00
6.4	Fire Ant Control Visit	1	$ 150.00	$ 150.00
6.5	Plant Bed Weed Control Visit	1	$ 125.00	$ 125.00
7	**Elections Center**		$ 825.00	$ 825.00
7.1	Fire Ant Control Visit	1	$ 195.00	$ 195.00
7.2	Plant Bed Weed Control Visit	7	$ 90.00	$ 630.00
8	**Green Bay Jail**		$ 5,635.00	$ 5,635.00
8.1	Late Winter/Early Spring Lawn Treatment Visit	2	$ 515.00	$ 1,030.00
8.2	Late Spring/Summer Lawn Treatment Visit	3	$ 515.00	$ 1,545.00
8.3	Autumn Lawn Treatment Visit	2	$ 515.00	$ 1,030.00
8.4	Grassy Weed Prevention Visit	2	$ 515.00	$ 1,030.00
8.5	Fire Ant Control Visit	1	$ 1,000.00	$ 1,000.00

Bid No. F2025200 Annual Contract for Lawn Treatment

			Hayes Family Enterprises LLC d/b/a Gecko Green Lawn Care Irving, TX HUB - No CO-OP - Yes		Outdoor Home Services Holdings, LLC d/b/a TruGreen LP Richland Hills, TX HUB - No		Landscape Professionals of Texas (LPT Inc.) Dallas, TX HUB - Yes	
9	**Mental Health Jail Diversion Center**		**$ 495.00**	**$ 495.00**	$ 885.00	$ 885.00	$ 235.00	$ 235.00
9.1	Late Winter/Early Spring Lawn Treatment Visit	2	**$ 50.00**	**$ 100.00**	$ 81.00	$ 162.00	$ 25.00	$ 50.00
9.2	Late Spring/Summer Lawn Treatment Visit	3	**$ 50.00**	**$ 150.00**	$ 81.00	$ 243.00	$ 25.00	$ 75.00
9.3	Autumn Lawn Treatment Visit	2	**$ 50.00**	**$ 100.00**	$ 81.00	$ 162.00	$ 25.00	$ 50.00
9.4	Grassy Weed Prevention Visit	2	**$ 50.00**	**$ 100.00**	$ 81.00	$ 162.00	$ 20.00	$ 40.00
9.5	Fire Ant Control Visit	1	**$ 45.00**	**$ 45.00**	$ 156.00	$ 156.00	$ 20.00	$ 20.00
10	**Scott D. Moore Juvenile Justice Center**		**$ 14,387.00**	**$ 14,387.00**	$ 10,090.00	$ 10,090.00	$ 5,936.55	$ 5,936.55
10.1	Late Winter/Early Spring Lawn Treatment Visit	2	**$ 1,278.00**	**$ 2,556.00**	$ 810.00	$ 1,620.00	$ 764.19	$ 1,528.37
10.2	Late Spring/Summer Lawn Treatment Visit	3	**$ 1,278.00**	**$ 3,834.00**	$ 810.00	$ 2,430.00	$ 482.64	$ 1,447.92
10.3	Autumn Lawn Treatment Visit	2	**$ 1,278.00**	**$ 2,556.00**	$ 810.00	$ 1,620.00	$ 836.58	$ 1,673.16
10.4	Grassy Weed Prevention Visit	2	**$ 1,278.00**	**$ 2,556.00**	$ 810.00	$ 1,620.00	$ 361.98	$ 723.96
10.5	Fire Ant Control Visit	1	**$ 1,884.00**	**$ 1,884.00**	$ 1,750.00	$ 1,750.00	$ 209.20	$ 209.20
10.6	Plant Bed Weed Control Visit	7	**$ 143.00**	**$ 1,001.00**	$ 150.00	$ 1,050.00	$ 50.56	$ 353.94

Bid No. F2025200 Annual Contract for Lawn Treatment

			Anointed Landscaping and Lawncare LLC. Newark, TX HUB - No	
9	**Mental Health Jail Diversion Center**		$ 1,905.00	$ 1,905.00
9.1	Late Winter/Early Spring Lawn Treatment Visit	2	$ 195.00	$ 390.00
9.2	Late Spring/Summer Lawn Treatment Visit	3	$ 195.00	$ 585.00
9.3	Autumn Lawn Treatment Visit	2	$ 195.00	$ 390.00
9.4	Grassy Weed Prevention Visit	2	$ 195.00	$ 390.00
9.5	Fire Ant Control Visit	1	$ 150.00	$ 150.00
10	**Scott D. Moore Juvenile Justice Center**		$ 14,330.00	$ 14,330.00
10.1	Late Winter/Early Spring Lawn Treatment Visit	2	$ 1,195.00	$ 2,390.00
10.2	Late Spring/Summer Lawn Treatment Visit	3	$ 1,195.00	$ 3,585.00
10.3	Autumn Lawn Treatment Visit	2	$ 1,195.00	$ 2,390.00
10.4	Grassy Weed Prevention Visit	2	$ 1,195.00	$ 2,390.00
10.5	Fire Ant Control Visit	1	$ 2,000.00	$ 2,000.00
10.6	Plant Bed Weed Control Visit	7	$ 225.00	$ 1,575.00

Bid No. F2025200 Annual Contract for Lawn Treatment

			Hayes Family Enterprises LLC d/b/a Gecko Green Lawn Care Irving, TX HUB - No CO-OP - Yes		Outdoor Home Services Holdings, LLC d/b/a TruGreen LP Richland Hills, TX HUB - No		Landscape Professionals of Texas (LPT Inc.) Dallas, TX HUB - Yes	
11	**Subcourthouse at Mansfield**		**$ 3,862.00**	**$ 3,862.00**	$ 4,330.00	$ 4,330.00	$ 3,710.36	$ 3,710.36
11.1	Late Winter/Early Spring Lawn Treatment Visit	2	**$ 298.00**	**$ 596.00**	$ 285.00	$ 570.00	$ 477.62	$ 955.23
11.2	Late Spring/Summer Lawn Treatment Visit	3	**$ 298.00**	**$ 894.00**	$ 285.00	$ 855.00	$ 301.65	$ 904.96
11.3	Autumn Lawn Treatment Visit	2	**$ 298.00**	**$ 596.00**	$ 285.00	$ 570.00	$ 522.87	$ 1,045.73
11.4	Grassy Weed Prevention Visit	4	**$ 298.00**	**$ 1,192.00**	$ 285.00	$ 1,140.00	$ 113.12	$ 452.48
11.5	Fire Ant Control Visit	1	**$ 440.00**	**$ 440.00**	$ 685.00	$ 685.00	$ 130.75	$ 130.75
11.6	Plant Bed Weed Control Visit	2	**$ 72.00**	**$ 144.00**	$ 255.00	$ 510.00	$ 110.61	$ 221.21
12	**Medical Examiner's Facility**		**$ 473.00**	**$ 473.00**	$ 521.00	$ 521.00	$ 143.19	$ 143.19
12.1	Late Winter/Early Spring Lawn Treatment Visit	2	**$ 50.00**	**$ 100.00**	$ 48.00	$ 96.00	$ 19.11	$ 38.21
12.2	Late Spring/Summer Lawn Treatment Visit	3	**$ 50.00**	**$ 150.00**	$ 48.00	$ 144.00	$ 12.07	$ 36.20
12.3	Autumn Lawn Treatment Visit	2	**$ 50.00**	**$ 100.00**	$ 48.00	$ 96.00	$ 20.92	$ 41.83
12.4	Grassy Weed Prevention Visit	2	**$ 50.00**	**$ 100.00**	$ 48.00	$ 96.00	$ 9.05	$ 18.10
12.5	Fire Ant Control Visit	1	**$ 23.00**	**$ 23.00**	$ 89.00	$ 89.00	$ 8.85	$ 8.85

Bid No. F2025200 Annual Contract for Lawn Treatment

			Anointed Landscaping and Lawncare LLC. Newark, TX HUB - No	
11	**Subcourthouse at Mansfield**		$ 5,645.00	$ 5,645.00
11.1	Late Winter/Early Spring Lawn Treatment Visit	2	$ 395.00	$ 790.00
11.2	Late Spring/Summer Lawn Treatment Visit	3	$ 395.00	$ 1,185.00
11.3	Autumn Lawn Treatment Visit	2	$ 395.00	$ 790.00
11.4	Grassy Weed Prevention Visit	4	$ 395.00	$ 1,580.00
11.5	Fire Ant Control Visit	1	$ 500.00	$ 500.00
11.6	Plant Bed Weed Control Visit	2	$ 400.00	$ 800.00
12	**Medical Examiner's Facility**		$ 2,275.00	$ 2,275.00
12.1	Late Winter/Early Spring Lawn Treatment Visit	2	$ 225.00	$ 450.00
12.2	Late Spring/Summer Lawn Treatment Visit	3	$ 225.00	$ 675.00
12.3	Autumn Lawn Treatment Visit	2	$ 225.00	$ 450.00
12.4	Grassy Weed Prevention Visit	2	$ 225.00	$ 450.00
12.5	Fire Ant Control Visit	1	$ 250.00	$ 250.00

Bid No. F2025200 Annual Contract for Lawn Treatment

			Hayes Family Enterprises LLC d/b/a Gecko Green Lawn Care Irving, TX HUB - No CO-OP - Yes		Outdoor Home Services Holdings, LLC d/b/a TruGreen LP Richland Hills, TX HUB - No		Landscape Professionals of Texas (LPT Inc.) Dallas, TX HUB - Yes	
13	**Miller Avenue Complex**		**$ 4,056.00**	**$ 4,056.00**	$ 2,530.00	$ 2,530.00	$ 5,727.36	$ 5,727.36
13.1	Late Winter/Early Spring Lawn Treatment Visit	2	**$ 387.00**	**$ 774.00**	$ 230.00	$ 460.00	$ 764.19	$ 1,528.37
13.2	Late Spring/Summer Lawn Treatment Visit	3	**$ 387.00**	**$ 1,161.00**	$ 230.00	$ 690.00	$ 482.64	$ 1,447.93
13.3	Autumn Lawn Treatment Visit	2	**$ 387.00**	**$ 774.00**	$ 230.00	$ 460.00	$ 836.58	$ 1,673.16
13.4	Grassy Weed Prevention Visit	2	**$ 387.00**	**$ 774.00**	$ 230.00	$ 460.00	$ 361.98	$ 723.96
13.5	Fire Ant Control Visit	1	**$ 573.00**	**$ 573.00**	$ 460.00	$ 460.00	$ 353.94	$ 353.94
14	**North Patrol Building**		**$ 1,077.00**	**$ 1,077.00**	$ 2,166.00	$ 2,166.00	$ 2,360.93	$ 2,360.93
14.1	Late Winter/Early Spring Lawn Treatment Visit	2	**$ 65.00**	**$ 130.00**	$ 149.00	$ 298.00	$ 191.05	$ 382.09
14.2	Late Spring/Summer Lawn Treatment Visit	3	**$ 65.00**	**$ 195.00**	$ 149.00	$ 447.00	$ 120.66	$ 361.98
14.3	Autumn Lawn Treatment Visit	2	**$ 65.00**	**$ 130.00**	$ 149.00	$ 298.00	$ 209.15	$ 418.29
14.4	Grassy Weed Prevention Visit	2	**$ 65.00**	**$ 130.00**	$ 149.00	$ 298.00	$ 90.50	$ 180.99
14.5	Tree/Shrub Insect/Disease Control Visit	4	**$ 54.00**	**$ 216.00**	$ 50.00	$ 200.00	$ 75.41	$ 301.65
14.6	Tree/Shrub Root Zone Fertilization Visit	1	**$ 54.00**	**$ 54.00**	$ 50.00	$ 50.00	$ 575.15	$ 575.15

Bid No. F2025200 Annual Contract for Lawn Treatment

			Anointed Landscaping and Lawncare LLC. Newark, TX HUB - No	
13	**Miller Avenue Complex**		$ 5,950.00	$ 5,950.00
13.1	Late Winter/Early Spring Lawn Treatment Visit	2	$ 550.00	$ 1,100.00
13.2	Late Spring/Summer Lawn Treatment Visit	3	$ 550.00	$ 1,650.00
13.3	Autumn Lawn Treatment Visit	2	$ 550.00	$ 1,100.00
13.4	Grassy Weed Prevention Visit	2	$ 550.00	$ 1,100.00
13.5	Fire Ant Control Visit	1	$ 1,000.00	$ 1,000.00
14	**North Patrol Building**		$ 4,000.00	$ 4,000.00
14.1	Late Winter/Early Spring Lawn Treatment Visit	2	$ 225.00	$ 450.00
14.2	Late Spring/Summer Lawn Treatment Visit	3	$ 225.00	$ 675.00
14.3	Autumn Lawn Treatment Visit	2	$ 225.00	$ 450.00
14.4	Grassy Weed Prevention Visit	2	$ 225.00	$ 450.00
14.5	Tree/Shrub Insect/Disease Control Visit	4	$ 195.00	$ 780.00
14.6	Tree/Shrub Root Zone Fertilization Visit	1	$ 195.00	$ 195.00

Bid No. F2025200 Annual Contract for Lawn Treatment

			Hayes Family Enterprises LLC d/b/a Gecko Green Lawn Care Irving, TX HUB - No CO-OP - Yes		Outdoor Home Services Holdings, LLC d/b/a TruGreen LP Richland Hills, TX HUB - No		Landscape Professionals of Texas (LPT Inc.) Dallas, TX HUB - Yes	
14.7	Fire Ant Control Visit	1	**$ 96.00**	**$ 96.00**	$ 275.00	$ 275.00	$ 52.30	$ 52.30
14.8	Plant Bed Weed Control Visit	6	**$ 21.00**	**$ 126.00**	$ 50.00	$ 300.00	$ 14.75	$ 88.48
15	**Northwest Subcourthouse**		**$ 2,438.00**	**$ 2,438.00**	$ 6,048.00	$ 6,048.00	$ 4,721.87	$ 4,721.87
15.1	Late Winter/Early Spring Lawn Treatment Visit	2	**$ 52.00**	**$ 104.00**	$ 115.00	$ 230.00	$ 382.09	$ 764.18
15.2	Late Spring/Summer Lawn Treatment Visit	3	**$ 52.00**	**$ 156.00**	$ 115.00	$ 345.00	$ 241.32	$ 723.96
15.3	Autumn Lawn Treatment Visit	2	**$ 52.00**	**$ 104.00**	$ 115.00	$ 230.00	$ 418.29	$ 836.58
15.4	Grassy Weed Prevention Visit	2	**$ 52.00**	**$ 104.00**	$ 115.00	$ 230.00	$ 180.99	$ 361.98
15.5	Tree/Shrub Insect/Disease Control Visit	4	**$ 96.00**	**$ 384.00**	$ 510.00	$ 2,040.00	$ 150.83	$ 603.30
15.6	Tree/Shrub Root Zone Fertilization Visit	1	**$ 96.00**	**$ 96.00**	$ 510.00	$ 510.00	$ 1,150.30	$ 1,150.30
15.7	Fire Ant Control Visit	1	**$ 140.00**	**$ 140.00**	$ 225.00	$ 225.00	$ 104.60	$ 104.60
15.8	Plant Bed Weed Control Visit	6	**$ 225.00**	**$ 1,350.00**	$ 373.00	$ 2,238.00	$ 29.50	$ 176.97
16	**Northwest Annex**		**$ 1,150.00**	**$ 1,150.00**	$ 2,070.00	$ 2,070.00	$ 1,254.89	$ 1,254.89
16.1	Late Winter/Early Spring Lawn Treatment Visit	2	**$ 50.00**	**$ 100.00**	$ 85.00	$ 170.00	$ 95.53	$ 191.05

Bid No. F2025200 Annual Contract for Lawn Treatment

			Anointed Landscaping and Lawncare LLC. Newark, TX HUB - No	
14.7	Fire Ant Control Visit	1	$ 250.00	$ 250.00
14.8	Plant Bed Weed Control Visit	6	$ 125.00	$ 750.00
15	**Northwest Subcourthouse**		$ 4,955.00	$ 4,955.00
15.1	Late Winter/Early Spring Lawn Treatment Visit	2	$ 295.00	$ 590.00
15.2	Late Spring/Summer Lawn Treatment Visit	3	$ 295.00	$ 885.00
15.3	Autumn Lawn Treatment Visit	2	$ 295.00	$ 590.00
15.4	Grassy Weed Prevention Visit	2	$ 295.00	$ 590.00
15.5	Tree/Shrub Insect/Disease Control Visit	4	$ 200.00	$ 800.00
15.6	Tree/Shrub Root Zone Fertilization Visit	1	$ 200.00	$ 200.00
15.7	Fire Ant Control Visit	1	$ 400.00	$ 400.00
15.8	Plant Bed Weed Control Visit	6	$ 150.00	$ 900.00
16	**Northwest Annex**		$ 5,490.00	$ 5,490.00
16.1	Late Winter/Early Spring Lawn Treatment Visit	2	$ 210.00	$ 420.00

Bid No. F2025200 Annual Contract for Lawn Treatment

			Hayes Family Enterprises LLC d/b/a Gecko Green Lawn Care Irving, TX HUB - No CO-OP - Yes		Outdoor Home Services Holdings, LLC d/b/a TruGreen LP Richland Hills, TX HUB - No		Landscape Professionals of Texas (LPT Inc.) Dallas, TX HUB - Yes	
16.2	Late Spring/Summer Lawn Treatment Visit	3	**$ 50.00**	**$ 150.00**	$ 85.00	$ 255.00	$ 60.33	$ 180.99
16.3	Autumn Lawn Treatment Visit	2	**$ 50.00**	**$ 100.00**	$ 85.00	$ 170.00	$ 104.58	$ 209.15
16.4	Grassy Weed Prevention Visit	2	**$ 50.00**	**$ 100.00**	$ 85.00	$ 170.00	$ 45.25	$ 90.50
16.5	Tree/Shrub Insect/Disease Control Visit	4	**$ 78.00**	**$ 312.00**	$ 105.00	$ 420.00	$ 37.71	$ 150.83
16.6	Tree/Shrub Root Zone Fertilization Visit	1	**$ 78.00**	**$ 78.00**	$ 105.00	$ 105.00	$ 287.57	$ 287.57
16.7	Fire Ant Control Visit	1	**$ 58.00**	**$ 58.00**	$ 150.00	$ 150.00	$ 26.15	$ 26.15
16.8	Plant Bed Weed Control Visit	6	**$ 42.00**	**$ 252.00**	$ 105.00	$ 630.00	$ 19.78	$ 118.65
17	**Vacant Lot #1**		**$ 662.00**	**$ 662.00**	$ 967.00	$ 967.00	$ 2,360.93	$ 2,360.93
17.1	Late Winter/Early Spring Lawn Treatment Visit	2	**$ 56.00**	**$ 112.00**	$ 38.00	$ 76.00	$ 191.05	$ 382.09
17.2	Late Spring/Summer Lawn Treatment Visit	3	**$ 56.00**	**$ 168.00**	$ 38.00	$ 114.00	$ 120.66	$ 361.98
17.3	Autumn Lawn Treatment Visit	2	**$ 56.00**	**$ 112.00**	$ 38.00	$ 76.00	$ 209.15	$ 418.29
17.4	Grassy Weed Prevention Visit	2	**$ 56.00**	**$ 112.00**	$ 38.00	$ 76.00	$ 90.50	$ 180.99
17.5	Tree/Shrub Insect/Disease Control Visit	4	**$ 3.00**	**$ 12.00**	$ 50.00	$ 200.00	$ 75.41	$ 301.65

Bid No. F2025200 Annual Contract for Lawn Treatment

			Anointed Landscaping and Lawncare LLC. Newark, TX HUB - No	
16.2	Late Spring/Summer Lawn Treatment Visit	3	$ 210.00	$ 630.00
16.3	Autumn Lawn Treatment Visit	2	$ 210.00	$ 420.00
16.4	Grassy Weed Prevention Visit	2	$ 210.00	$ 420.00
16.5	Tree/Shrub Insect/Disease Control Visit	4	$ 500.00	$ 2,000.00
16.6	Tree/Shrub Root Zone Fertilization Visit	1	$ 500.00	$ 500.00
16.7	Fire Ant Control Visit	1	$ 200.00	$ 200.00
16.8	Plant Bed Weed Control Visit	6	$ 150.00	$ 900.00
17	**Vacant Lot #1**		$ 1,995.00	$ 1,995.00
17.1	Late Winter/Early Spring Lawn Treatment Visit	2	$ 95.00	$ 190.00
17.2	Late Spring/Summer Lawn Treatment Visit	3	$ 95.00	$ 285.00
17.3	Autumn Lawn Treatment Visit	2	$ 95.00	$ 190.00
17.4	Grassy Weed Prevention Visit	2	$ 95.00	$ 190.00
17.5	Tree/Shrub Insect/Disease Control Visit	4	$ 95.00	$ 380.00

Bid No. F2025200 Annual Contract for Lawn Treatment

			Hayes Family Enterprises LLC d/b/a Gecko Green Lawn Care Irving, TX HUB - No CO-OP - Yes		Outdoor Home Services Holdings, LLC d/b/a TruGreen LP Richland Hills, TX HUB - No		Landscape Professionals of Texas (LPT Inc.) Dallas, TX HUB - Yes	
17.6	Tree/Shrub Root Zone Fertilization Visit	1	**$ 3.00**	**$ 3.00**	$ 50.00	$ 50.00	$ 575.15	$ 575.15
17.7	Fire Ant Control Visit	1	**$ 83.00**	**$ 83.00**	$ 75.00	$ 75.00	$ 52.30	$ 52.30
17.8	Plant Bed Weed Control Visit	6	**$ 10.00**	**$ 60.00**	$ 50.00	$ 300.00	$ 14.75	$ 88.48
18	**Vacant Lot #2**		**$ 620.00**	**$ 620.00**	$ 967.00	$ 967.00	$ 1,416.56	$ 1,416.56
18.1	Late Winter/Early Spring Lawn Treatment Visit	2	**$ 52.00**	**$ 104.00**	$ 38.00	$ 76.00	$ 114.63	$ 229.26
18.2	Late Spring/Summer Lawn Treatment Visit	3	**$ 52.00**	**$ 156.00**	$ 38.00	$ 114.00	$ 72.40	$ 217.19
18.3	Autumn Lawn Treatment Visit	2	**$ 52.00**	**$ 104.00**	$ 38.00	$ 76.00	$ 125.49	$ 250.97
18.4	Grassy Weed Prevention Visit	2	**$ 52.00**	**$ 104.00**	$ 38.00	$ 76.00	$ 54.30	$ 108.59
18.5	Tree/Shrub Insect/Disease Control Visit	4	**$ 3.00**	**$ 12.00**	$ 50.00	$ 200.00	$ 45.25	$ 180.99
18.6	Tree/Shrub Root Zone Fertilization Visit	1	**$ 3.00**	**$ 3.00**	$ 50.00	$ 50.00	$ 345.09	$ 345.09
18.7	Fire Ant Control Visit	1	**$ 77.00**	**$ 77.00**	$ 75.00	$ 75.00	$ 31.38	$ 31.38
18.8	Plant Bed Weed Control Visit	6	**$ 10.00**	**$ 60.00**	$ 50.00	$ 300.00	$ 8.85	$ 53.09
19	**Vacant Lot #3**		**$ 0.21**	**$ 0.21**	$ 1,298.00	$ 1,298.00	$ 1,888.75	$ 1,888.75

Bid No. F2025200 Annual Contract for Lawn Treatment

			Anointed Landscaping and Lawncare LLC. Newark, TX HUB - No	
17.6	Tree/Shrub Root Zone Fertilization Visit	1	$ 95.00	$ 95.00
17.7	Fire Ant Control Visit	1	$ 95.00	$ 95.00
17.8	Plant Bed Weed Control Visit	6	$ 95.00	$ 570.00
18	**Vacant Lot #2**		$ 1,995.00	$ 1,995.00
18.1	Late Winter/Early Spring Lawn Treatment Visit	2	$ 95.00	$ 190.00
18.2	Late Spring/Summer Lawn Treatment Visit	3	$ 95.00	$ 285.00
18.3	Autumn Lawn Treatment Visit	2	$ 95.00	$ 190.00
18.4	Grassy Weed Prevention Visit	2	$ 95.00	$ 190.00
18.5	Tree/Shrub Insect/Disease Control Visit	4	$ 95.00	$ 380.00
18.6	Tree/Shrub Root Zone Fertilization Visit	1	$ 95.00	$ 95.00
18.7	Fire Ant Control Visit	1	$ 95.00	$ 95.00
18.8	Plant Bed Weed Control Visit	6	$ 95.00	$ 570.00
19	**Vacant Lot #3**		$ 1,995.00	$ 1,995.00

Bid No. F2025200 Annual Contract for Lawn Treatment

			Hayes Family Enterprises LLC d/b/a Gecko Green Lawn Care Irving, TX HUB - No CO-OP - Yes		Outdoor Home Services Holdings, LLC d/b/a TruGreen LP Richland Hills, TX HUB - No		Landscape Professionals of Texas (LPT Inc.) Dallas, TX HUB - Yes	
19.1	Late Winter/Early Spring Lawn Treatment Visit	2	**$ 0.01**	**$ 0.02**	$ 68.00	$ 136.00	$ 152.84	$ 305.67
19.2	Late Spring/Summer Lawn Treatment Visit	3	**$ 0.01**	**$ 0.03**	$ 68.00	$ 204.00	$ 96.53	$ 289.59
19.3	Autumn Lawn Treatment Visit	2	**$ 0.01**	**$ 0.02**	$ 68.00	$ 136.00	$ 167.32	$ 334.63
19.4	Grassy Weed Prevention Visit	2	**$ 0.01**	**$ 0.02**	$ 68.00	$ 136.00	$ 72.40	$ 144.79
19.5	Tree/Shrub Insect/Disease Control Visit	4	**$ 0.01**	**$ 0.04**	$ 50.00	$ 200.00	$ 60.33	$ 241.32
19.6	Tree/Shrub Root Zone Fertilization Visit	1	**$ 0.01**	**$ 0.01**	$ 50.00	$ 50.00	$ 460.12	$ 460.12
19.7	Fire Ant Control Visit	1	**$ 0.01**	**$ 0.01**	$ 136.00	$ 136.00	$ 41.84	$ 41.84
19.8	Plant Bed Weed Control Visit	6	**$ 0.01**	**$ 0.06**	$ 50.00	$ 300.00	$ 11.80	$ 70.79
20	**Northeast Subcourthouse**		**$ 2,165.00**	**$ 2,165.00**	$ 5,765.00	$ 5,765.00	$ 5,902.36	$ 5,902.36
20.1	Late Winter/Early Spring Lawn Treatment Visit	2	**$ 125.00**	**$ 250.00**	$ 155.00	$ 310.00	$ 477.62	$ 955.23
20.2	Late Spring/Summer Lawn Treatment Visit	3	**$ 125.00**	**$ 375.00**	$ 155.00	$ 465.00	$ 301.65	$ 904.96
20.3	Autumn Lawn Treatment Visit	2	**$ 125.00**	**$ 250.00**	$ 155.00	$ 310.00	$ 522.87	$ 1,045.73
20.4	Grassy Weed Prevention Visit	2	**$ 125.00**	**$ 250.00**	$ 155.00	$ 310.00	$ 226.24	$ 452.48

Bid No. F2025200 Annual Contract for Lawn Treatment

			Anointed Landscaping and Lawncare LLC. Newark, TX HUB - No	
19.1	Late Winter/Early Spring Lawn Treatment Visit	2	$ 95.00	$ 190.00
19.2	Late Spring/Summer Lawn Treatment Visit	3	$ 95.00	$ 285.00
19.3	Autumn Lawn Treatment Visit	2	$ 95.00	$ 190.00
19.4	Grassy Weed Prevention Visit	2	$ 95.00	$ 190.00
19.5	Tree/Shrub Insect/Disease Control Visit	4	$ 95.00	$ 380.00
19.6	Tree/Shrub Root Zone Fertilization Visit	1	$ 95.00	$ 95.00
19.7	Fire Ant Control Visit	1	$ 95.00	$ 95.00
19.8	Plant Bed Weed Control Visit	6	$ 95.00	$ 570.00
20	**Northeast Subcourthouse**		$ 6,550.00	$ 6,550.00
20.1	Late Winter/Early Spring Lawn Treatment Visit	2	$ 350.00	$ 700.00
20.2	Late Spring/Summer Lawn Treatment Visit	3	$ 350.00	$ 1,050.00
20.3	Autumn Lawn Treatment Visit	2	$ 350.00	$ 700.00
20.4	Grassy Weed Prevention Visit	2	$ 350.00	$ 700.00

Bid No. F2025200 Annual Contract for Lawn Treatment

			Hayes Family Enterprises LLC d/b/a Gecko Green Lawn Care Irving, TX HUB - No CO-OP - Yes		Outdoor Home Services Holdings, LLC d/b/a TruGreen LP Richland Hills, TX HUB - No		Landscape Professionals of Texas (LPT Inc.) Dallas, TX HUB - Yes	
20.5	Tree/Shrub Insect/Disease Control Visit	3	**$ 120.00**	**$ 360.00**	$ 400.00	$ 1,200.00	$ 479.29	$ 1,437.87
20.6	Tree/Shrub Root Zone Fertilization Visit	2	**$ 120.00**	**$ 240.00**	$ 400.00	$ 800.00	$ 377.07	$ 754.13
20.7	Fire Ant Control Visit	1	**$ 185.00**	**$ 185.00**	$ 270.00	$ 270.00	$ 221.21	$ 221.21
20.8	Plant Bed Weed Control Visit	5	**$ 51.00**	**$ 255.00**	$ 420.00	$ 2,100.00	$ 26.15	$ 130.75
21	**Northeast Annex**		**$ 2,420.00**	**$ 2,420.00**	$ 1,937.00	$ 1,937.00	$ 1,180.48	$ 1,180.48
21.1	Late Winter/Early Spring Lawn Treatment Visit	2	**$ 198.00**	**$ 396.00**	$ 133.00	$ 266.00	$ 95.53	$ 191.05
21.2	Late Spring/Summer Lawn Treatment Visit	3	**$ 198.00**	**$ 594.00**	$ 133.00	$ 399.00	$ 60.33	$ 180.99
21.3	Autumn Lawn Treatment Visit	2	**$ 198.00**	**$ 396.00**	$ 133.00	$ 266.00	$ 104.58	$ 209.15
21.4	Grassy Weed Prevention Visit	2	**$ 198.00**	**$ 396.00**	$ 133.00	$ 266.00	$ 45.25	$ 90.50
21.5	Tree/Shrub Insect/Disease Control Visit	3	**$ 48.00**	**$ 144.00**	$ 55.00	$ 165.00	$ 95.86	$ 287.57
21.6	Tree/Shrub Root Zone Fertilization Visit	2	**$ 48.00**	**$ 96.00**	$ 55.00	$ 110.00	$ 75.42	$ 150.83
21.7	Fire Ant Control Visit	1	**$ 293.00**	**$ 293.00**	$ 265.00	$ 265.00	$ 44.24	$ 44.24
21.8	Plant Bed Weed Control Visit	5	**$ 21.00**	**$ 105.00**	$ 40.00	$ 200.00	$ 5.23	$ 26.15

Bid No. F2025200 Annual Contract for Lawn Treatment

			Anointed Landscaping and Lawncare LLC. Newark, TX HUB - No	
20.5	Tree/Shrub Insect/Disease Control Visit	3	$ 350.00	$ 1,050.00
20.6	Tree/Shrub Root Zone Fertilization Visit	2	$ 350.00	$ 700.00
20.7	Fire Ant Control Visit	1	$ 400.00	$ 400.00
20.8	Plant Bed Weed Control Visit	5	$ 250.00	$ 1,250.00
21	**Northeast Annex**		$ 5,675.00	$ 5,675.00
21.1	Late Winter/Early Spring Lawn Treatment Visit	2	$ 400.00	$ 800.00
21.2	Late Spring/Summer Lawn Treatment Visit	3	$ 400.00	$ 1,200.00
21.3	Autumn Lawn Treatment Visit	2	$ 400.00	$ 800.00
21.4	Grassy Weed Prevention Visit	2	$ 400.00	$ 800.00
21.5	Tree/Shrub Insect/Disease Control Visit	3	$ 195.00	$ 585.00
21.6	Tree/Shrub Root Zone Fertilization Visit	2	$ 195.00	$ 390.00
21.7	Fire Ant Control Visit	1	$ 350.00	$ 350.00
21.8	Plant Bed Weed Control Visit	5	$ 150.00	$ 750.00

Bid No. F2025200 Annual Contract for Lawn Treatment

			Hayes Family Enterprises LLC d/b/a Gecko Green Lawn Care Irving, TX HUB - No CO-OP - Yes		Outdoor Home Services Holdings, LLC d/b/a TruGreen LP Richland Hills, TX HUB - No		Landscape Professionals of Texas (LPT Inc.) Dallas, TX HUB - Yes	
22	**Plaza Building**		**$ 517.00**	**$ 517.00**	$ 1,800.00	$ 1,800.00	$ 2,814.12	$ 2,814.12
22.1	Late Winter/Early Spring Lawn Treatment Visit	2	**$ 61.00**	**$ 122.00**	$ 200.00	$ 400.00	$ 429.71	$ 859.42
22.2	Late Spring/Summer Lawn Treatment Visit	3	**$ 61.00**	**$ 183.00**	$ 200.00	$ 600.00	$ 271.49	$ 814.46
22.3	Autumn Lawn Treatment Visit	2	**$ 61.00**	**$ 122.00**	$ 200.00	$ 400.00	$ 470.58	$ 941.15
22.4	Fire Ant Control Visit	1	**$ 90.00**	**$ 90.00**	$ 400.00	$ 400.00	$ 199.09	$ 199.09
23	**Precinct 2**		**$ 3,820.00**	**$ 3,820.00**	$ 2,959.00	$ 2,959.00	$ 4,013.97	$ 4,013.97
23.1	Late Winter/Early Spring Lawn Treatment Visit	2	**$ 362.00**	**$ 724.00**	$ 261.00	$ 522.00	$ 382.09	$ 764.18
23.2	Late Spring/Summer Lawn Treatment Visit	3	**$ 362.00**	**$ 1,086.00**	$ 261.00	$ 783.00	$ 241.32	$ 723.96
23.3	Autumn Lawn Treatment Visit	2	**$ 362.00**	**$ 724.00**	$ 261.00	$ 522.00	$ 418.29	$ 836.58
23.4	Grassy Weed Prevention Visit	2	**$ 362.00**	**$ 724.00**	$ 261.00	$ 522.00	$ 180.99	$ 361.98
23.5	Tree/Shrub Insect/Disease Control Visit	1	**$ 27.00**	**$ 27.00**	$ 85.00	$ 85.00	$ 1,150.30	$ 1,150.30
23.6	Fire Ant Control Visit	1	**$ 535.00**	**$ 535.00**	$ 525.00	$ 525.00	$ 176.97	$ 176.97
24	**Premier Annex/Fire Marshal**		**$ 1,014.00**	**$ 1,014.00**	$ 1,263.00	$ 1,263.00	$ 105.56	$ 105.56

Bid No. F2025200 Annual Contract for Lawn Treatment

			Anointed Landscaping and Lawncare LLC. Newark, TX HUB - No	
22	**Plaza Building**		$ 1,565.00	$ 1,565.00
22.1	Late Winter/Early Spring Lawn Treatment Visit	2	$ 195.00	$ 390.00
22.2	Late Spring/Summer Lawn Treatment Visit	3	$ 195.00	$ 585.00
22.3	Autumn Lawn Treatment Visit	2	$ 195.00	$ 390.00
22.4	Fire Ant Control Visit	1	$ 200.00	$ 200.00
23	**Precinct 2**		$ 4,255.00	$ 4,255.00
23.1	Late Winter/Early Spring Lawn Treatment Visit	2	$ 395.00	$ 790.00
23.2	Late Spring/Summer Lawn Treatment Visit	3	$ 395.00	$ 1,185.00
23.3	Autumn Lawn Treatment Visit	2	$ 395.00	$ 790.00
23.4	Grassy Weed Prevention Visit	2	$ 395.00	$ 790.00
23.5	Tree/Shrub Insect/Disease Control Visit	1	$ 300.00	$ 300.00
23.6	Fire Ant Control Visit	1	$ 400.00	$ 400.00
24	**Premier Annex/Fire Marshal**		$ 1,300.00	$ 1,300.00

Bid No. F2025200 Annual Contract for Lawn Treatment

			Hayes Family Enterprises LLC d/b/a Gecko Green Lawn Care Irving, TX HUB - No CO-OP - Yes		Outdoor Home Services Holdings, LLC d/b/a TruGreen LP Richland Hills, TX HUB - No		Landscape Professionals of Texas (LPT Inc.) Dallas, TX HUB - Yes	
24.1	Fire Ant Control Visit	1	**$ 153.00**	**$ 153.00**	$ 150.00	$ 150.00	$ 66.36	$ 66.36
24.2	Plant Bed Weed Control Visit	7	**$ 123.00**	**$ 861.00**	$ 159.00	$ 1,113.00	$ 5.60	$ 39.20
25	**Subcourthouse in Arlington**		**$ 2,070.00**	**$ 2,070.00**	$ 2,030.00	$ 2,030.00	$ 1,484.12	$ 1,484.12
25.1	Late Winter/Early Spring Lawn Treatment Visit	2	**$ 151.00**	**$ 302.00**	$ 115.00	$ 230.00	$ 191.05	$ 382.09
25.2	Late Spring/Summer Lawn Treatment Visit	3	**$ 151.00**	**$ 453.00**	$ 115.00	$ 345.00	$ 120.66	$ 361.98
25.3	Autumn Lawn Treatment Visit	2	**$ 151.00**	**$ 302.00**	$ 115.00	$ 230.00	$ 209.15	$ 418.29
25.4	Grassy Weed Prevention Visit	4	**$ 151.00**	**$ 604.00**	$ 115.00	$ 460.00	$ 45.25	$ 180.99
25.5	Fire Ant Control Visit	1	**$ 223.00**	**$ 223.00**	$ 315.00	$ 315.00	$ 88.48	$ 88.48
25.6	Plant Bed Weed Control Visit	3	**$ 62.00**	**$ 186.00**	$ 150.00	$ 450.00	$ 17.43	$ 52.29
26	**Dionne Philips Bagsby Southwest Subcourthouse**		**$ 5,871.00**	**$ 5,871.00**	$ 3,353.00	$ 3,353.00	$ 10,296.44	$ 10,296.44
26.1	Late Winter/Early Spring Lawn Treatment Visit	2	**$ 473.00**	**$ 946.00**	$ 225.00	$ 450.00	$ 955.23	$ 1,910.46
26.2	Late Spring/Summer Lawn Treatment Visit	3	**$ 473.00**	**$ 1,419.00**	$ 225.00	$ 675.00	$ 603.30	$ 1,809.90
26.3	Autumn Lawn Treatment Visit	2	**$ 473.00**	**$ 946.00**	$ 225.00	$ 450.00	$ 1,045.73	$ 2,091.45

Bid No. F2025200 Annual Contract for Lawn Treatment

			Anointed Landscaping and Lawncare LLC. Newark, TX HUB - No	
24.1	Fire Ant Control Visit	1	$ 250.00	$ 250.00
24.2	Plant Bed Weed Control Visit	7	$ 150.00	$ 1,050.00
25	**Subcourthouse in Arlington**		$ 5,850.00	$ 5,850.00
25.1	Late Winter/Early Spring Lawn Treatment Visit	2	$ 425.00	$ 850.00
25.2	Late Spring/Summer Lawn Treatment Visit	3	$ 425.00	$ 1,275.00
25.3	Autumn Lawn Treatment Visit	2	$ 425.00	$ 850.00
25.4	Grassy Weed Prevention Visit	4	$ 425.00	$ 1,700.00
25.5	Fire Ant Control Visit	1	$ 500.00	$ 500.00
25.6	Plant Bed Weed Control Visit	3	$ 225.00	$ 675.00
26	**Dionne Philips Bagsby Southwest Subcourthouse**		$ 7,800.00	$ 7,800.00
26.1	Late Winter/Early Spring Lawn Treatment Visit	2	$ 450.00	$ 900.00
26.2	Late Spring/Summer Lawn Treatment Visit	3	$ 450.00	$ 1,350.00
26.3	Autumn Lawn Treatment Visit	2	$ 450.00	$ 900.00

Bid No. F2025200 Annual Contract for Lawn Treatment

			Hayes Family Enterprises LLC d/b/a Gecko Green Lawn Care Irving, TX HUB - No CO-OP - Yes		Outdoor Home Services Holdings, LLC d/b/a TruGreen LP Richland Hills, TX HUB - No		Landscape Professionals of Texas (LPT Inc.) Dallas, TX HUB - Yes	
26.4	Grassy Weed Prevention Visit	2	**$ 473.00**	**$ 946.00**	$ 225.00	$ 450.00	$ 452.48	$ 904.96
26.5	Tree/Shrub Insect/Disease Control Visit	4	**$ 213.00**	**$ 852.00**	$ 129.00	$ 516.00	$ 718.94	$ 2,875.75
26.6	Fire Ant Control Visit	1	**$ 700.00**	**$ 700.00**	$ 562.00	$ 562.00	$ 442.42	$ 442.42
26.7	Plant Bed Weed Control Visit	1	**$ 62.00**	**$ 62.00**	$ 250.00	$ 250.00	$ 261.50	$ 261.50
27	**Tom Vandergriff Civil Courts Building**		**$ 245.00**	**$ 245.00**	$ 545.00	$ 545.00	$ 14.95	$ 14.95
27.1	Fire Ant Control Visit	1	**$ 20.00**	**$ 20.00**	$ 100.00	$ 100.00	$ 8.85	$ 8.85
27.2	Horticultural Oil Treatment Visit	5	**$ 45.00**	**$ 225.00**	$ 89.00	$ 445.00	$ 1.22	$ 6.10
28	**Family Law Center**		**$ 380.00**	**$ 380.00**	$ 634.00	$ 634.00	$ 210.00	$ 210.00
28.1	Fire Ant Control Visit	1	**$ 20.00**	**$ 20.00**	$ 100.00	$ 100.00	$ 30.00	$ 30.00
28.2	Horticultural Oil Treatment Visit	6	**$ 60.00**	**$ 360.00**	$ 89.00		$ 30.00	
29	**Calhoun Parking Garage**		**$ 452.00**	**$ 452.00**	$ 634.00	$ 634.00	$ 145.00	$ 145.00
29.1	Fire Ant Control Visit	1	**$ 20.00**	**$ 20.00**	$ 100.00	$ 100.00	$ 25.00	$ 25.00
29.2	Horticultural Oil Treatment Visit	6	**$ 72.00**	**$ 432.00**	$ 89.00	$ 534.00	$ 20.00	$ 120.00

Bid No. F2025200 Annual Contract for Lawn Treatment

			Anointed Landscaping and Lawncare LLC. Newark, TX HUB - No	
26.4	Grassy Weed Prevention Visit	2	$ 450.00	$ 900.00
26.5	Tree/Shrub Insect/Disease Control Visit	4	$ 700.00	$ 2,800.00
26.6	Fire Ant Control Visit	1	$ 700.00	$ 700.00
26.7	Plant Bed Weed Control Visit	1	$ 250.00	$ 250.00
27	**Tom Vandergriff Civil Courts Building**		$ 640.00	$ 640.00
27.1	Fire Ant Control Visit	1	$ 140.00	$ 140.00
27.2	Horticultural Oil Treatment Visit	5	$ 100.00	$ 500.00
28	**Family Law Center**		$ 940.00	$ 940.00
28.1	Fire Ant Control Visit	1	$ 100.00	$ 100.00
28.2	Horticultural Oil Treatment Visit	6	$ 140.00	
29	**Calhoun Parking Garage**		$ 940.00	$ 940.00
29.1	Fire Ant Control Visit	1	$ 100.00	$ 100.00
29.2	Horticultural Oil Treatment Visit	6	$ 140.00	$ 840.00

Bid No. F2025200 Annual Contract for Lawn Treatment

			Hayes Family Enterprises LLC d/b/a Gecko Green Lawn Care Irving, TX HUB - No CO-OP - Yes		Outdoor Home Services Holdings, LLC d/b/a TruGreen LP Richland Hills, TX HUB - No		Landscape Professionals of Texas (LPT Inc.) Dallas, TX HUB - Yes	
30	**Lancaster Annex**		**$ 7,600.00**	**$ 7,600.00**	$ 4,800.00	$ 4,800.00	$ 9,234.57	$ 9,234.57
30.1	Late Winter/Early Spring Lawn Treatment Visit	2	**$ 688.00**	**$ 1,376.00**	$ 440.00	$ 880.00	$ 764.19	$ 1,528.37
30.2	Late Spring/Summer Lawn Treatment Visit	3	**$ 688.00**	**$ 2,064.00**	$ 440.00	$ 1,320.00	$ 482.64	$ 1,447.93
30.3	Autumn Lawn Treatment Visit	2	**$ 688.00**	**$ 1,376.00**	$ 440.00	$ 880.00	$ 836.58	$ 1,673.16
30.4	Grassy Weed Prevention Visit	2	**$ 688.00**	**$ 1,376.00**	$ 440.00	$ 880.00	$ 361.98	$ 723.96
30.5	Tree/Shrub Insect/Disease Control Visit	3	**$ 78.00**	**$ 234.00**	$ 80.00	$ 240.00	$ 766.87	$ 2,300.60
30.6	Tree/Shrub Root Zone Fertilization Visit	2	**$ 78.00**	**$ 156.00**	$ 80.00	$ 160.00	$ 603.31	$ 1,206.61
30.7	Fire Ant Control Visit	1	**$ 1,018.00**	**$ 1,018.00**	$ 440.00	$ 440.00	$ 353.94	$ 353.94
31	**Reproduction Center**		**$ 1,064.00**	**$ 1,064.00**	$ 1,705.00	$ 1,705.00	$ 792.24	$ 792.24
31.1	Late Winter/Early Spring Lawn Treatment Visit	2	**$ 61.00**	**$ 122.00**	$ 55.00	$ 110.00	$ 47.76	$ 95.52
31.2	Late Spring/Summer Lawn Treatment Visit	3	**$ 61.00**	**$ 183.00**	$ 55.00	$ 165.00	$ 30.17	$ 90.50
31.3	Autumn Lawn Treatment Visit	2	**$ 61.00**	**$ 122.00**	$ 55.00	$ 110.00	$ 52.29	$ 104.57
31.4	Grassy Weed Prevention Visit	2	**$ 61.00**	**$ 122.00**	$ 55.00	$ 110.00	$ 22.63	$ 45.25

Bid No. F2025200 Annual Contract for Lawn Treatment

			Anointed Landscaping and Lawncare LLC. Newark, TX HUB - No	
30	**Lancaster Annex**		$ 6,575.00	$ 6,575.00
30.1	Late Winter/Early Spring Lawn Treatment Visit	2	$ 550.00	$ 1,100.00
30.2	Late Spring/Summer Lawn Treatment Visit	3	$ 550.00	$ 1,650.00
30.3	Autumn Lawn Treatment Visit	2	$ 550.00	$ 1,100.00
30.4	Grassy Weed Prevention Visit	2	$ 550.00	$ 1,100.00
30.5	Tree/Shrub Insect/Disease Control Visit	3	$ 225.00	$ 675.00
30.6	Tree/Shrub Root Zone Fertilization Visit	2	$ 225.00	$ 450.00
30.7	Fire Ant Control Visit	1	$ 500.00	$ 500.00
31	**Reproduction Center**		$ 3,000.00	$ 3,000.00
31.1	Late Winter/Early Spring Lawn Treatment Visit	2	$ 140.00	$ 280.00
31.2	Late Spring/Summer Lawn Treatment Visit	3	$ 140.00	$ 420.00
31.3	Autumn Lawn Treatment Visit	2	$ 140.00	$ 280.00
31.4	Grassy Weed Prevention Visit	2	$ 140.00	$ 280.00

Bid No. F2025200 Annual Contract for Lawn Treatment

			Hayes Family Enterprises LLC d/b/a Gecko Green Lawn Care Irving, TX HUB - No CO-OP - Yes		Outdoor Home Services Holdings, LLC d/b/a TruGreen LP Richland Hills, TX HUB - No		Landscape Professionals of Texas (LPT Inc.) Dallas, TX HUB - Yes	
31.5	Tree/Shrub Insect/Disease Control Visit	4	**$ 20.00**	**$ 80.00**	$ 85.00	$ 340.00	$ 35.95	$ 143.79
31.6	Tree/Shrub Root Zone Fertilization Visit	1	**$ 20.00**	**$ 20.00**	$ 85.00	$ 85.00	$ 75.41	$ 75.41
31.7	Fire Ant Control Visit	1	**$ 90.00**	**$ 90.00**	$ 110.00	$ 110.00	$ 25.00	$ 25.00
31.8	Plant Bed Weed Control Visit	6	**$ 20.00**	**$ 120.00**	$ 85.00	$ 510.00	$ 25.00	$ 150.00
31.9	Horticultural Oil Treatment Visit	1	**$ 20.00**	**$ 20.00**	$ 85.00	$ 85.00	$ 25.00	$ 25.00
31.10	Fungicide Lawn Treatment Visit	1	**$ 185.00**	**$ 185.00**	$ 80.00	$ 80.00	$ 37.20	$ 37.20
32	**Taylor Garage**		**$ 482.00**	**$ 482.00**	$ 600.00	$ 600.00	$ 375.84	$ 375.84
32.1	Late Winter/Early Spring Lawn Treatment Visit	2	**$ 50.00**	**$ 100.00**	$ 55.00	$ 110.00	$ 47.76	$ 95.52
32.2	Late Spring/Summer Lawn Treatment Visit	3	**$ 50.00**	**$ 150.00**	$ 55.00	$ 165.00	$ 30.17	$ 90.50
32.3	Autumn Lawn Treatment Visit	2	**$ 50.00**	**$ 100.00**	$ 55.00	$ 110.00	$ 52.29	$ 104.57
32.4	Grassy Weed Prevention Visit	2	**$ 50.00**	**$ 100.00**	$ 55.00	$ 110.00	$ 22.63	$ 45.25
32.5	Fire Ant Control Visit	1	**$ 32.00**	**$ 32.00**	$ 105.00	$ 105.00	$ 40.00	$ 40.00
33	**Parking Block 1**		**$ 578.00**	**$ 578.00**	$ 1,595.00	$ 1,595.00	$ 1,154.33	$ 1,154.33

Bid No. F2025200 Annual Contract for Lawn Treatment

			Anointed Landscaping and Lawncare LLC. Newark, TX HUB - No	
31.5	Tree/Shrub Insect/Disease Control Visit	4	$ 140.00	$ 560.00
31.6	Tree/Shrub Root Zone Fertilization Visit	1	$ 140.00	$ 140.00
31.7	Fire Ant Control Visit	1	$ 200.00	$ 200.00
31.8	Plant Bed Weed Control Visit	6	$ 100.00	$ 600.00
31.9	Horticultural Oil Treatment Visit	1	$ 100.00	$ 100.00
31.10	Fungicide Lawn Treatment Visit	1	$ 140.00	$ 140.00
32	**Taylor Garage**		$ 1,435.00	$ 1,435.00
32.1	Late Winter/Early Spring Lawn Treatment Visit	2	$ 140.00	$ 280.00
32.2	Late Spring/Summer Lawn Treatment Visit	3	$ 140.00	$ 420.00
32.3	Autumn Lawn Treatment Visit	2	$ 140.00	$ 280.00
32.4	Grassy Weed Prevention Visit	2	$ 140.00	$ 280.00
32.5	Fire Ant Control Visit	1	$ 175.00	$ 175.00
33	**Parking Block 1**		$ 2,000.00	$ 2,000.00

Bid No. F2025200 Annual Contract for Lawn Treatment

			Hayes Family Enterprises LLC d/b/a Gecko Green Lawn Care Irving, TX HUB - No CO-OP - Yes		Outdoor Home Services Holdings, LLC d/b/a TruGreen LP Richland Hills, TX HUB - No		Landscape Professionals of Texas (LPT Inc.) Dallas, TX HUB - Yes	
33.1	Late Winter/Early Spring Lawn Treatment Visit	2	**$ 50.00**	**$ 100.00**	$ 65.00	$ 130.00	$ 95.53	$ 191.05
33.2	Late Spring/Summer Lawn Treatment Visit	3	**$ 50.00**	**$ 150.00**	$ 65.00	$ 195.00	$ 60.33	$ 180.99
33.3	Autumn Lawn Treatment Visit	2	**$ 50.00**	**$ 100.00**	$ 65.00	$ 130.00	$ 104.58	$ 209.15
33.4	Grassy Weed Prevention Visit	2	**$ 50.00**	**$ 100.00**	$ 65.00	$ 130.00	$ 45.25	$ 90.50
33.5	Tree/Shrub Insect/Disease Control Visit	2	**$ 24.00**	**$ 48.00**	$ 215.00	$ 430.00	$ 143.79	$ 287.57
33.6	Tree/Shrub Root Zone Fertilization Visit	2	**$ 24.00**	**$ 48.00**	$ 215.00	$ 430.00	$ 75.42	$ 150.83
33.7	Fire Ant Control Visit	1	**$ 32.00**	**$ 32.00**	$ 150.00	$ 150.00	$ 44.24	$ 44.24
34	**Criminal Courts Building**		**$ 80.00**	**$ 80.00**	$ 279.00	$ 279.00	$ 160.00	$ 160.00
34.1	Fire Ant Control Visit	1	**$ 20.00**	**$ 80.00**	$ 90.00	$ 90.00	$ 40.00	$ 40.00
34.2	Plant Bed Weed Control Visit	3	**$ 20.00**	**$ 80.00**	$ 63.00	$ 189.00	$ 40.00	$ 120.00
35	**Public Health**		**$ 2,422.00**	**$ 2,422.00**	$ 2,705.00	$ 2,705.00	$ 7,712.67	$ 7,712.67
35.1	Late Winter/Early Spring Lawn Treatment Visit	2	**$ 155.00**	**$ 310.00**	$ 125.00	$ 250.00	$ 573.14	$ 1,146.28
35.2	Late Spring/Summer Lawn Treatment Visit	3	**$ 155.00**	**$ 465.00**	$ 125.00	$ 375.00	$ 361.98	$ 1,085.95

Bid No. F2025200 Annual Contract for Lawn Treatment

			Anointed Landscaping and Lawncare LLC. Newark, TX HUB - No	
33.1	Late Winter/Early Spring Lawn Treatment Visit	2	$ 140.00	$ 280.00
33.2	Late Spring/Summer Lawn Treatment Visit	3	$ 140.00	$ 420.00
33.3	Autumn Lawn Treatment Visit	2	$ 140.00	$ 280.00
33.4	Grassy Weed Prevention Visit	2	$ 140.00	$ 280.00
33.5	Tree/Shrub Insect/Disease Control Visit	2	$ 150.00	$ 300.00
33.6	Tree/Shrub Root Zone Fertilization Visit	2	$ 150.00	$ 300.00
33.7	Fire Ant Control Visit	1	$ 140.00	$ 140.00
34	**Criminal Courts Building**		$ 300.00	$ 300.00
34.1	Fire Ant Control Visit	1	$ 75.00	$ 75.00
34.2	Plant Bed Weed Control Visit	3	$ 75.00	$ 225.00
35	**Public Health**		$ 17,200.00	$ 17,200.00
35.1	Late Winter/Early Spring Lawn Treatment Visit	2	$ 1,200.00	$ 2,400.00
35.2	Late Spring/Summer Lawn Treatment Visit	3	$ 1,200.00	$ 3,600.00

Bid No. F2025200 Annual Contract for Lawn Treatment

			Hayes Family Enterprises LLC d/b/a Gecko Green Lawn Care Irving, TX HUB - No CO-OP - Yes		Outdoor Home Services Holdings, LLC d/b/a TruGreen LP Richland Hills, TX HUB - No		Landscape Professionals of Texas (LPT Inc.) Dallas, TX HUB - Yes	
35.3	Autumn Lawn Treatment Visit	2	**$ 155.00**	**$ 310.00**	$ 125.00	$ 250.00	$ 627.44	$ 1,254.87
35.4	Grassy Weed Prevention Visit	2	**$ 155.00**	**$ 310.00**	$ 125.00	$ 250.00	$ 271.49	$ 542.97
35.5	Tree/Shrub Insect/Disease Control Visit	2	**$ 48.00**	**$ 96.00**	$ 155.00	$ 310.00	$ 862.73	$ 1,725.45
35.6	Tree/Shrub Root Zone Fertilization Visit	2	**$ 48.00**	**$ 96.00**	$ 155.00	$ 310.00	$ 452.48	$ 904.96
35.7	Fire Ant Control Visit	1	**$ 229.00**	**$ 229.00**	$ 245.00	$ 245.00	$ 265.45	$ 265.45
35.8	Plant Bed Weed Control Visit	3	**$ 31.00**	**$ 93.00**	$ 135.00	$ 405.00	$ 52.30	$ 156.90
35.9	Horticultural Oil Treatment Visit	1	**$ 48.00**	**$ 48.00**	$ 155.00	$ 155.00	$ 183.40	$ 183.40
35.10	Fungicide Lawn Treatment Visit	1	**$ 465.00**	**$ 465.00**	$ 155.00	$ 155.00	$ 446.44	$ 446.44
36	**350 W. Belknap Garage**		**$ 370.00**	**$ 370.00**	$ 723.00	$ 723.00	$ 1,476.00	$ 1,476.00
36.1	Late Winter/Early Spring Lawn Treatment Visit	2	**$ 50.00**	**$ 100.00**	$ 81.00	$ 162.00	$ 225.44	$ 450.87
36.2	Late Spring/Summer Lawn Treatment Visit	3	**$ 50.00**	**$ 150.00**	$ 81.00	$ 243.00	$ 142.38	$ 427.14
36.3	Autumn Lawn Treatment Visit	2	**$ 50.00**	**$ 100.00**	$ 81.00	$ 162.00	$ 246.79	$ 493.58
36.4	Fire Ant Control Visit	1	**$ 20.00**	**$ 20.00**	$ 156.00	$ 156.00	$ 104.41	$ 104.41

Bid No. F2025200 Annual Contract for Lawn Treatment

			Anointed Landscaping and Lawncare LLC. Newark, TX HUB - No	
35.3	Autumn Lawn Treatment Visit	2	$ 1,200.00	$ 2,400.00
35.4	Grassy Weed Prevention Visit	2	$ 1,200.00	$ 2,400.00
35.5	Tree/Shrub Insect/Disease Control Visit	2	$ 500.00	$ 1,000.00
35.6	Tree/Shrub Root Zone Fertilization Visit	2	$ 500.00	$ 1,000.00
35.7	Fire Ant Control Visit	1	$ 1,200.00	$ 1,200.00
35.8	Plant Bed Weed Control Visit	3	$ 500.00	$ 1,500.00
35.9	Horticultural Oil Treatment Visit	1	$ 500.00	$ 500.00
35.10	Fungicide Lawn Treatment Visit	1	$ 1,200.00	$ 1,200.00
36	**350 W. Belknap Garage**		$ 1,120.00	$ 1,120.00
36.1	Late Winter/Early Spring Lawn Treatment Visit	2	$ 140.00	$ 280.00
36.2	Late Spring/Summer Lawn Treatment Visit	3	$ 140.00	$ 420.00
36.3	Autumn Lawn Treatment Visit	2	$ 140.00	$ 280.00
36.4	Fire Ant Control Visit	1	$ 140.00	$ 140.00

Bid No. F2025200 Annual Contract for Lawn Treatment

			Hayes Family Enterprises LLC d/b/a Gecko Green Lawn Care Irving, TX HUB - No CO-OP - Yes		Outdoor Home Services Holdings, LLC d/b/a TruGreen LP Richland Hills, TX HUB - No		Landscape Professionals of Texas (LPT Inc.) Dallas, TX HUB - Yes	
38	**Labor Detail**		**$ 1,021.00**	**$ 1,021.00**	$ 2,010.00	$ 2,010.00	$ 2,506.72	$ 2,506.72
38.1	Late Winter/Early Spring Lawn Treatment Visit	2	**$ 56.00**	**$ 112.00**	$ 65.00	$ 130.00	$ 171.94	$ 343.88
38.2	Late Spring/Summer Lawn Treatment Visit	3	**$ 56.00**	**$ 168.00**	$ 65.00	$ 195.00	$ 108.59	$ 325.78
38.3	Autumn Lawn Treatment Visit	2	**$ 56.00**	**$ 112.00**	$ 65.00	$ 130.00	$ 188.23	$ 376.46
38.4	Grassy Weed Prevention Visit	2	**$ 56.00**	**$ 112.00**	$ 65.00	$ 130.00	$ 81.45	$ 162.89
38.5	Tree/Shrub Insect/Disease Control Visit	4	**$ 24.00**	**$ 96.00**	$ 85.00	$ 340.00	$ 129.41	$ 517.63
38.6	Tree/Shrub Root Zone Fertilization Visit	1	**$ 24.00**	**$ 24.00**	$ 85.00	$ 85.00	$ 271.49	$ 271.49
38.7	Fire Ant Control Visit	1	**$ 83.00**	**$ 83.00**	$ 120.00	$ 120.00	$ 79.64	$ 79.64
38.8	Plant Bed Weed Control Visit	6	**$ 20.00**	**$ 120.00**	$ 115.00	$ 690.00	$ 40.00	$ 240.00
38.9	Horticultural Oil Treatment Visit	1	**$ 24.00**	**$ 24.00**	$ 85.00	$ 85.00	$ 55.02	$ 55.02
38.10	Fungicide Lawn Treatment Visit	1	**$ 170.00**	**$ 170.00**	$ 105.00	$ 105.00	$ 133.93	$ 133.93
39	**Cold Springs Jail**		**$ 825.00**	**$ 825.00**	$ 2,529.00	$ 2,529.00	$ 4,370.51	$ 4,370.51
39.1	Late Winter/Early Spring Lawn Treatment Visit	2	**$ 50.00**	**$ 100.00**	$ 81.00	$ 162.00	$ 324.78	$ 649.56

Bid No. F2025200 Annual Contract for Lawn Treatment

			Anointed Landscaping and Lawncare LLC. Newark, TX HUB - No	
38	**Labor Detail**		$ 3,450.00	$ 3,450.00
38.1	Late Winter/Early Spring Lawn Treatment Visit	2	$ 150.00	$ 300.00
38.2	Late Spring/Summer Lawn Treatment Visit	3	$ 150.00	$ 450.00
38.3	Autumn Lawn Treatment Visit	2	$ 150.00	$ 300.00
38.4	Grassy Weed Prevention Visit	2	$ 150.00	$ 300.00
38.5	Tree/Shrub Insect/Disease Control Visit	4	$ 150.00	$ 600.00
38.6	Tree/Shrub Root Zone Fertilization Visit	1	$ 150.00	$ 150.00
38.7	Fire Ant Control Visit	1	$ 150.00	$ 150.00
38.8	Plant Bed Weed Control Visit	6	$ 150.00	$ 900.00
38.9	Horticultural Oil Treatment Visit	1	$ 150.00	$ 150.00
38.10	Fungicide Lawn Treatment Visit	1	$ 150.00	$ 150.00
39	**Cold Springs Jail**		$ 3,450.00	$ 3,450.00
39.1	Late Winter/Early Spring Lawn Treatment Visit	2	$ 150.00	$ 300.00

Bid No. F2025200 Annual Contract for Lawn Treatment

			Hayes Family Enterprises LLC d/b/a Gecko Green Lawn Care Irving, TX HUB - No CO-OP - Yes		Outdoor Home Services Holdings, LLC d/b/a TruGreen LP Richland Hills, TX HUB - No		Landscape Professionals of Texas (LPT Inc.) Dallas, TX HUB - Yes	
39.2	Late Spring/Summer Lawn Treatment Visit	3	**$ 50.00**	**$ 150.00**	$ 81.00	$ 243.00	$ 205.12	$ 615.37
39.3	Autumn Lawn Treatment Visit	2	**$ 50.00**	**$ 100.00**	$ 81.00	$ 162.00	$ 355.55	$ 711.09
39.4	Grassy Weed Prevention Visit	2	**$ 50.00**	**$ 100.00**	$ 81.00	$ 162.00	$ 153.84	$ 307.68
39.5	Tree/Shrub Insect/Disease Control Visit	4	**$ 10.00**	**$ 40.00**	$ 130.00	$ 520.00	$ 244.44	$ 977.75
39.6	Tree/Shrub Root Zone Fertilization Visit	1	**$ 10.00**	**$ 10.00**	$ 130.00	$ 130.00	$ 512.81	$ 512.81
39.7	Fire Ant Control Visit	1	**$ 45.00**	**$ 45.00**	$ 110.00	$ 110.00	$ 150.42	$ 150.42
39.8	Plant Bed Weed Control Visit	6	**$ 20.00**	**$ 120.00**	$ 130.00	$ 780.00	$ 14.82	$ 88.91
39.9	Horticultural Oil Treatment Visit	1	**$ 10.00**	**$ 10.00**	$ 130.00	$ 130.00	$ 103.93	$ 103.93
39.10	Fungicide Lawn Treatment Visit	1	**$ 150.00**	**$ 150.00**	$ 130.00	$ 130.00	$ 252.99	$ 252.99

Bid No. F2025200 Annual Contract for Lawn Treatment

			Anointed Landscaping and Lawncare LLC. Newark, TX HUB - No	
39.2	Late Spring/Summer Lawn Treatment Visit	3	$ 150.00	$ 450.00
39.3	Autumn Lawn Treatment Visit	2	$ 150.00	$ 300.00
39.4	Grassy Weed Prevention Visit	2	$ 150.00	$ 300.00
39.5	Tree/Shrub Insect/Disease Control Visit	4	$ 150.00	$ 600.00
39.6	Tree/Shrub Root Zone Fertilization Visit	1	$ 150.00	$ 150.00
39.7	Fire Ant Control Visit	1	$ 150.00	$ 150.00
39.8	Plant Bed Weed Control Visit	6	$ 150.00	$ 900.00
39.9	Horticultural Oil Treatment Visit	1	$ 150.00	$ 150.00
39.10	Fungicide Lawn Treatment Visit	1	$ 150.00	$ 150.00

No Bids were received from Triple-S Steel Supply LLC., Complete Supply Inc., and Fando Solutions.

TARRANT COUNTY

DEPARTMENT OF FACILITIES MANAGEMENT

August 14, 2025

Allan Tucker
Senior Buyer
Tarrant County Purchasing

Subject: F2025200 Annual Contract for Lawn Treatment

Re: Approval of Low Bidder

Mr. Tucker,

Tarrant County Facilities Management (TCFM) has reviewed the bid and supporting documents submitted for F2025200 Annual Contract for Lawn Treatment.

Based on our review of the documents submitted, it is our belief that Hayes Family Enterprises, LLC dba Gecko Green Lawn Care can achieve the scope of work shown in F2025200 Annual Contract for Lawn Treatment. TCFM recommends awarding Hayes Family Enterprises, LLC dba Gecko Green Lawn Care for F2025200 Annual Contract for Lawn Treatment.

Tarrant County Facilities Management

Sincerely,

Joshua B. Palmer

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Bid No. **F2025200 -** Annual Contract for Lawn Treatment – Facilities Management - Gecko Green Lawn Care - Per Unit Price

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

   Yes_____ No __√__

2. Does the county action limit or restrict a real property right, even partially or temporarily?

   Yes_____ No __√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

****

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 21
Department: Purchasing	**Prepared By:** Allan Tucker	**Approved By:** Christopher Lax, CPSM, CPSD, CPCP

SUBJECT:

Bid No. F2025205 - Annual Contract for Lawn Maintenance - Facilities Management - Various Vendors - Per Unit Price

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award Bid No. F2025205 -Annual Contract for Lawn Maintenance, for Facilities Management, to the following vendors at the per unit price:

Primary	Nova Landscape Group, Inc
Secondary	Stress Free Contracting

BACKGROUND

Notice of the County's intent to bid was advertised in a local newspaper, as required by State statute, and posted on the Internet, the Arlington Black Chamber of Commerce, the Fort Worth Hispanic Chamber of Commerce, the Fort Worth Metropolitan Black Chamber of Commerce, and the Tarrant County Asian American Chamber of Commerce. Seven hundred and fourteen (714) vendors were contacted and requested to participate in this bid process. All documents pertaining to this bid were posted on the Tarrant County website and were downloaded by interested bidders. A pre-bid conference held on August 6, 2025 was attended by ten (10) vendors as well as representatives from Facilities Management and Purchasing. Sixteen (16) bids and four (4) no-bids were received.

Bids were evaluated by Facilities Management and Purchasing representatives. Award recommendations are to the low bids meeting specifications.

The term of the contract is twelve (12) months, effective October 19, 2025.

Subject to continued funding by the Commissioners Court, this agreement shall automatically renew October 19, 2026 and October 19, 2027, hereafter for two (2) twelve (12) month periods ending on October 18, 2028, unless sooner terminated by either party as provided herein.

This contract is for the mowing and edging of lawns at all Tarrant County buildings. Thus, maintaining the aesthetic appeal of the landscaping at County properties.

Therefore, it is the joint recommendation of Facilities Management and Purchasing that Bid No. F2025205, Annual Contract for Lawn Maintenance, be awarded to the vendors listed above at the per unit price.

FISCAL IMPACT

Expenses for the last twelve (12) months were $290,000.00. The department has included funding in the FY26 budget request.

Attachments

Backup F2025205.pdf

Bid No. F2025205 Annual Contract for Lawn Maintenance

				Primary Award		*Secondary Award*			
				Nova Landscape Group, Inc. Lavon, TX HUB - Yes CO-OP - Yes		*Stress Free Contracting Fort Worth, TX HUB - Yes CO-OP - Yes*		Abescape Group, LLC. Fort Worth, TX HUB - Yes	
				Total Price	**$169,323.84**	*Total Price*	*$217,644.00*	Total Price	$222,978.00
Line #	Description	QTY	UOM	**Unit**	**Extended**	*Unit*	*Extended*	Unit	Extended
1	1895 Courthouse	42	Per visit	**$ 102.70**	**$ 4,313.40**	*$ 255.00*	*$ 10,710.00*	$ 265.00	$ 11,130.00
2	Administration Building	42	Per visit	**$ 51.35**	**$ 2,156.70**	*$ 117.00*	*$ 4,914.00*	$ 120.00	$ 5,040.00
3	Alliance for Children	42	Per visit	**$ 51.35**	**$ 2,156.70**	*$ 80.00*	*$ 3,360.00*	$ 86.00	$ 3,612.00
4	Carpenter Shop	42	Per visit	**$ 35.43**	**$ 1,488.06**	*$ 50.00*	*$ 2,100.00*	$ 60.00	$ 2,520.00
5	Criminal Justice Building	42	Per visit	**$ 66.75**	**$ 2,803.50**	*$ 50.00*	*$ 2,100.00*	$ 60.00	$ 2,520.00
6	Medical Examiner's Facility	42	Per visit	**$ 35.43**	**$ 1,488.06**	*$ 30.00*	*$ 1,260.00*	$ 45.00	$ 1,890.00
7	Mental Health Diversion Center	42	Per visit	**$ 50.56**	**$ 2,123.52**	*$ 80.00*	*$ 3,360.00*	$ 85.00	$ 3,570.00
8	Subcourthouse at Mansfield	42	Per visit	**$ 185.00**	**$ 7,770.00**	*$ 180.00*	*$ 7,560.00*	$ 200.00	$ 8,400.00
9	Northeast Subcourthouse	42	Per visit	**$ 126.15**	**$ 5,298.30**	*$ 126.00*	*$ 5,292.00*	$ 140.00	$ 5,880.00
10	Northwest Subcourthouse	42	Per visit	**$ 92.11**	**$ 3,868.62**	*$ 80.00*	*$ 3,360.00*	$ 90.00	$ 3,780.00
11	Northwest Annex	42	Per visit	**$ 126.15**	**$ 5,298.30**	*$ 70.00*	*$ 2,940.00*	$ 75.00	$ 3,150.00
12	North Patrol Building	42	Per visit	**$ 90.70**	**$ 3,809.40**	*$ 55.00*	*$ 2,310.00*	$ 60.00	$ 2,520.00
13	Scott D. Moore/Lynn W. Ross Juvenile Detention Center	42	Per visit	**$ 275.00**	**$ 11,550.00**	*$ 295.00*	*$ 12,390.00*	$ 300.00	$ 12,600.00
14	Vacant Lot #1	42	Per visit	**$ 22.10**	**$ 928.20**	*$ 20.00*	*$ 840.00*	$ 30.00	$ 1,260.00
15	Vacant Lot #2	42	Per visit	**$ 22.10**	**$ 928.20**	*$ 20.00*	*$ 840.00*	$ 30.00	$ 1,260.00
16	Vacant Lot #3	42	Per visit	**$ 22.10**	**$ 928.20**	*$ 20.00*	*$ 840.00*	$ 30.00	$ 1,260.00
17	Subcourthouse in Arlington	42	Per visit	**$ 126.15**	**$ 5,298.30**	*$ 130.00*	*$ 5,460.00*	$ 130.00	$ 5,460.00
18	Taylor Parking Garage	42	Per visit	**$ 22.10**	**$ 928.20**	*$ 38.00*	*$ 1,596.00*	$ 45.00	$ 1,890.00
19	Parking Block 15	42	Per visit	**$ 22.10**	**$ 928.20**	*$ 36.00*	*$ 1,512.00*	$ 45.00	$ 1,890.00
20	Dionne Phillips Bagsby Southwest Subcourthouse	42	Per visit	**$ 195.15**	**$ 8,196.30**	*$ 330.00*	*$ 13,860.00*	$ 340.00	$ 14,280.00
21	350 West Belknap Garage	42	Per visit	**$ 35.43**	**$ 1,488.06**	*$ 35.00*	*$ 1,470.00*	$ 45.00	$ 1,890.00

Bid No. F2025205 Annual Contract for Lawn Maintenance

				CTJ Maintenance, Inc. Haltom City, TX HUB - Yes		I & E Services Inc. Fort Worth, TX HUB - No		Carl's Impressive Lawn Care LLC. Fort Worth, TX HUB - No	
				Total Price	$224,994.00	Total Price	$228,144.00	Total Price	$234,585.54
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	1895 Courthouse	42	Per visit	$ 260.00	$ 10,920.00	$ 270.00	$ 11,340.00	$ 260.45	$ 10,938.90
2	Administration Building	42	Per visit	$ 121.00	$ 5,082.00	$ 150.00	$ 6,300.00	$ 121.62	$ 5,108.04
3	Alliance for Children	42	Per visit	$ 85.00	$ 3,570.00	$ 60.00	$ 2,520.00	$ 85.50	$ 3,591.00
4	Carpenter Shop	42	Per visit	$ 55.00	$ 2,310.00	$ 45.00	$ 1,890.00	$ 45.00	$ 1,890.00
5	Criminal Justice Building	42	Per visit	$ 60.00	$ 2,520.00	$ 70.00	$ 2,940.00	$ 60.14	$ 2,525.88
6	Medical Examiner's Facility	42	Per visit	$ 30.00	$ 1,260.00	$ 45.00	$ 1,890.00	$ 30.10	$ 1,264.20
7	Mental Health Diversion Center	42	Per visit	$ 87.00	$ 3,654.00	$ 55.00	$ 2,310.00	$ 87.42	$ 3,671.64
8	Subcourthouse at Mansfield	42	Per visit	$ 191.00	$ 8,022.00	$ 165.00	$ 6,930.00	$ 191.70	$ 8,051.40
9	Northeast Subcourthouse	42	Per visit	$ 130.00	$ 5,460.00	$ 170.00	$ 7,140.00	$ 130.00	$ 5,460.00
10	Northwest Subcourthouse	42	Per visit	$ 87.00	$ 3,654.00	$ 135.00	$ 5,670.00	$ 87.53	$ 3,676.26
11	Northwest Annex	42	Per visit	$ 75.00	$ 3,150.00	$ 60.00	$ 2,520.00	$ 75.05	$ 3,152.10
12	North Patrol Building	42	Per visit	$ 57.00	$ 2,394.00	$ 90.00	$ 3,780.00	$ 57.80	$ 2,427.60
13	Scott D. Moore/Lynn W. Ross Juvenile Detention Center	42	Per visit	$ 297.00	$ 12,474.00	$ 300.00	$ 12,600.00	$ 750.00	$ 31,500.00
14	Vacant Lot #1	42	Per visit	$ 22.00	$ 924.00	$ 35.00	$ 1,470.00	$ 5.00	$ 210.00
15	Vacant Lot #2	42	Per visit	$ 22.00	$ 924.00	$ 35.00	$ 1,470.00	$ 5.00	$ 210.00
16	Vacant Lot #3	42	Per visit	$ 22.00	$ 924.00	$ 35.00	$ 1,470.00	$ 5.00	$ 210.00
17	Subcourthouse in Arlington	42	Per visit	$ 135.00	$ 5,670.00	$ 150.00	$ 6,300.00	$ 135.87	$ 5,706.54
18	Taylor Parking Garage	42	Per visit	$ 42.00	$ 1,764.00	$ 40.00	$ 1,680.00	$ 42.50	$ 1,785.00
19	Parking Block 15	42	Per visit	$ 40.00	$ 1,680.00	$ 55.00	$ 2,310.00	$ 40.70	$ 1,709.40
20	Dionne Phillips Bagsby Southwest Subcourthouse	42	Per visit	$ 335.00	$ 14,070.00	$ 230.00	$ 9,660.00	$ 340.55	$ 14,303.10
21	350 West Belknap Garage	42	Per visit	$ 40.00	$ 1,680.00	$ 55.00	$ 2,310.00	$ 40.70	$ 1,709.40

Bid No. F2025205 Annual Contract for Lawn Maintenance

				Green World Care Inc. Dallas,TX HUB - No		Lawn Patrol Service, Inc. Fort Worth, TX HUB - No		Civilian Division, LLC North Richland Hills, TX HUB - No	
				Total Price	$274,680.00	Total Price	$307,860.00	Total Price	$312,312.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	1895 Courthouse	42	Per visit	$ 151.60	$ 6,367.20	$ 235.00	$ 9,870.00	$ 260.00	$ 10,920.00
2	Administration Building	42	Per visit	$ 52.40	$ 2,200.80	$ 125.00	$ 5,250.00	$ 75.00	$ 3,150.00
3	Alliance for Children	42	Per visit	$ 43.00	$ 1,806.00	$ 100.00	$ 4,200.00	$ 65.00	$ 2,730.00
4	Carpenter Shop	42	Per visit	$ 35.60	$ 1,495.20	$ 75.00	$ 3,150.00	$ 55.00	$ 2,310.00
5	Criminal Justice Building	42	Per visit	$ 51.70	$ 2,171.40	$ 100.00	$ 4,200.00	$ 60.00	$ 2,520.00
6	Medical Examiner's Facility	42	Per visit	$ 52.80	$ 2,217.60	$ 80.00	$ 3,360.00	$ 55.00	$ 2,310.00
7	Mental Health Diversion Center	42	Per visit	$ 67.60	$ 2,839.20	$ 85.00	$ 3,570.00	$ 75.00	$ 3,150.00
8	Subcourthouse at Mansfield	42	Per visit	$ 160.10	$ 6,724.20	$ 200.00	$ 8,400.00	$ 190.00	$ 7,980.00
9	Northeast Subcourthouse	42	Per visit	$ 181.10	$ 7,606.20	$ 210.00	$ 8,820.00	$ 170.00	$ 7,140.00
10	Northwest Subcourthouse	42	Per visit	$ 121.80	$ 5,115.60	$ 200.00	$ 8,400.00	$ 90.00	$ 3,780.00
11	Northwest Annex	42	Per visit	$ 87.30	$ 3,666.60	$ 175.00	$ 7,350.00	$ 75.00	$ 3,150.00
12	North Patrol Building	42	Per visit	$ 74.40	$ 3,124.80	$ 135.00	$ 5,670.00	$ 77.00	$ 3,234.00
13	Scott D. Moore/Lynn W. Ross Juvenile Detention Center	42	Per visit	$ 585.70	$ 24,599.40	$ 900.00	$ 37,800.00	$ 760.00	$ 31,920.00
14	Vacant Lot #1	42	Per visit	$ 18.80	$ 789.60	$ 40.00	$ 1,680.00	$ 30.00	$ 1,260.00
15	Vacant Lot #2	42	Per visit	$ 17.10	$ 718.20	$ 40.00	$ 1,680.00	$ 30.00	$ 1,260.00
16	Vacant Lot #3	42	Per visit	$ 26.20	$ 1,100.40	$ 40.00	$ 1,680.00	$ 135.00	$ 5,670.00
17	Subcourthouse in Arlington	42	Per visit	$ 161.10	$ 6,766.20	$ 150.00	$ 6,300.00	$ 150.00	$ 6,300.00
18	Taylor Parking Garage	42	Per visit	$ 42.20	$ 1,772.40	$ 135.00	$ 5,670.00	$ 55.00	$ 2,310.00
19	Parking Block 15	42	Per visit	$ 83.10	$ 3,490.20	$ 100.00	$ 4,200.00	$ 40.00	$ 1,680.00
20	Dionne Phillips Bagsby Southwest Subcourthouse	42	Per visit	$ 328.80	$ 13,809.60	$ 300.00	$ 12,600.00	$ 220.00	$ 9,240.00
21	350 West Belknap Garage	42	Per visit	$ 56.60	$ 2,377.20	$ 65.00	$ 2,730.00	$ 50.00	$ 2,100.00

Bid No. F2025205 Annual Contract for Lawn Maintenance

				LPT Inc. Dallas, TX HUB - Yes		L. A. T. E. LLC. Fort Worth, TX HUB - No		ArborTrue, LLC Coldspring, TX HUB - No	
				Total Price	$402,979.08	Total Price	$418,467.00	Total Price	$461,317.50
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	1895 Courthouse	42	Per visit	$ 210.33	$ 8,833.86	$ 76.50	$ 3,213.00	$ 143.75	$ 6,037.50
2	Administration Building	42	Per visit	$ 100.19	$ 4,207.98	$ 42.50	$ 1,785.00	$ 50.00	$ 2,100.00
3	Alliance for Children	42	Per visit	$ 63.05	$ 2,648.10	$ 52.50	$ 2,205.00	$ 50.00	$ 2,100.00
4	Carpenter Shop	42	Per visit	$ 55.50	$ 2,331.00	$ 28.50	$ 1,197.00	$ 50.00	$ 2,100.00
5	Criminal Justice Building	42	Per visit	$ 55.81	$ 2,344.02	$ 32.50	$ 1,365.00	$ 50.00	$ 2,100.00
6	Medical Examiner's Facility	42	Per visit	$ 164.24	$ 6,898.08	$ 28.00	$ 1,176.00	$ 50.00	$ 2,100.00
7	Mental Health Diversion Center	42	Per visit	$ 50.00	$ 2,100.00	$ 72.50	$ 3,045.00	$ 50.00	$ 2,100.00
8	Subcourthouse at Mansfield	42	Per visit	$ 493.33	$ 20,719.86	$ 152.50	$ 6,405.00	$ 262.50	$ 11,025.00
9	Northeast Subcourthouse	42	Per visit	$ 423.56	$ 17,789.52	$ 152.50	$ 6,405.00	$ 118.75	$ 4,987.50
10	Northwest Subcourthouse	42	Per visit	$ 290.36	$ 12,195.12	$ 167.50	$ 7,035.00	$ 91.25	$ 3,832.50
11	Northwest Annex	42	Per visit	$ 201.59	$ 8,466.78	$ 152.50	$ 6,405.00	$ 58.75	$ 2,467.50
12	North Patrol Building	42	Per visit	$ 186.80	$ 7,845.60	$ 72.50	$ 3,045.00	$ 88.75	$ 3,727.50
13	Scott D. Moore/Lynn W. Ross Juvenile Detention Center	42	Per visit	$ 1,024.68	$ 43,036.56	$ 1,600.00	$ 67,200.00	$ 1,691.25	$ 71,032.50
14	Vacant Lot #1	42	Per visit	$ 55.50	$ 2,331.00	$ 28.00	$ 1,176.00	$ 50.00	$ 2,100.00
15	Vacant Lot #2	42	Per visit	$ 55.50	$ 2,331.00	$ 28.00	$ 1,176.00	$ 50.00	$ 2,100.00
16	Vacant Lot #3	42	Per visit	$ 55.50	$ 2,331.00	$ 28.00	$ 1,176.00	$ 56.25	$ 2,362.50
17	Subcourthouse in Arlington	42	Per visit	$ 412.81	$ 17,338.02	$ 152.50	$ 6,405.00	$ 148.75	$ 6,247.50
18	Taylor Parking Garage	42	Per visit	$ 55.67	$ 2,338.14	$ 28.00	$ 1,176.00	$ 50.00	$ 2,100.00
19	Parking Block 15	42	Per visit	$ 86.63	$ 3,638.46	$ 28.00	$ 1,176.00	$ 51.25	$ 2,152.50
20	Dionne Phillips Bagsby Southwest Subcourthouse	42	Per visit	$ 767.43	$ 32,232.06	$ 180.00	$ 7,560.00	$ 463.75	$ 19,477.50
21	350 West Belknap Garage	42	Per visit	$ 100.19	$ 4,207.98	$ 34.00	$ 1,428.00	$ 50.00	$ 2,100.00

Bid No. F2025205 Annual Contract for Lawn Maintenance

				Qualitiscape Services, Inc Fort Worth, TX HUB - No		SRH Landscapes LLC Dallas, TX HUB - No		NTX Lawn & Sprinklers LLC Crowley, TX HUB - No	
				Total Price	$526,479.24	Total Price	$639,803.47	Total Price	$793,718.10
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	1895 Courthouse	42	Per visit	$ 360.00	$ 15,120.00	$ 270.24	$ 11,350.08	$ 231.90	$ 9,739.80
2	Administration Building	42	Per visit	$ 240.00	$ 10,080.00	$ 144.05	$ 6,050.10	$ 150.00	$ 6,300.00
3	Alliance for Children	42	Per visit	$ 180.00	$ 7,560.00	$ 153.57	$ 6,449.94	$ 200.00	$ 8,400.00
4	Carpenter Shop	42	Per visit	$ 120.00	$ 5,040.00	$ 144.05	$ 6,050.10	$ 150.00	$ 6,300.00
5	Criminal Justice Building	42	Per visit	$ 120.00	$ 5,040.00	$ 144.05	$ 6,050.10	$ 200.00	$ 8,400.00
6	Medical Examiner's Facility	42	Per visit	$ 120.00	$ 5,040.00	$ 144.06	$ 6,050.35	$ 200.00	$ 8,400.00
7	Mental Health Diversion Center	42	Per visit	$ 300.00	$ 12,600.00	$ 220.24	$ 9,250.08	$ 200.00	$ 8,400.00
8	Subcourthouse at Mansfield	42	Per visit	$ 480.00	$ 20,160.00	$ 445.24	$ 18,700.08	$ 327.55	$ 13,757.10
9	Northeast Subcourthouse	42	Per visit	$ 480.00	$ 20,160.00	$ 428.57	$ 17,999.94	$ 225.00	$ 9,450.00
10	Northwest Subcourthouse	42	Per visit	$ 520.00	$ 21,840.00	$ 485.71	$ 20,399.82	$ 225.00	$ 9,450.00
11	Northwest Annex	42	Per visit	$ 280.00	$ 11,760.00	$ 295.24	$ 12,400.08	$ 200.00	$ 8,400.00
12	North Patrol Building	42	Per visit	$ 280.00	$ 11,760.00	$ 238.10	$ 10,000.20	$ 200.00	$ 8,400.00
13	Scott D. Moore/Lynn W. Ross Juvenile Detention Center	42	Per visit	$ 1,620.00	$ 68,040.00	$ 1,163.10	$ 48,850.20	$ 936.90	$ 39,349.80
14	Vacant Lot #1	42	Per visit	$ 50.00	$ 2,100.00	$ 125.00	$ 5,250.00	$ 150.00	$ 6,300.00
15	Vacant Lot #2	42	Per visit	$ 50.00	$ 2,100.00	$ 125.00	$ 5,250.00	$ 150.00	$ 6,300.00
16	Vacant Lot #3	42	Per visit	$ 50.00	$ 2,100.00	$ 125.00	$ 5,250.00	$ 150.00	$ 6,300.00
17	Subcourthouse in Arlington	42	Per visit	$ 360.00	$ 15,120.00	$ 392.86	$ 16,500.12	$ 229.50	$ 9,639.00
18	Taylor Parking Garage	42	Per visit	$ 180.00	$ 7,560.00	$ 172.62	$ 7,250.04	$ 150.00	$ 6,300.00
19	Parking Block 15	42	Per visit	$ 180.00	$ 7,560.00	$ 125.00	$ 5,250.00	$ 200.00	$ 8,400.00
20	Dionne Phillips Bagsby Southwest Subcourthouse	42	Per visit	$ 450.00	$ 18,900.00	$ 540.48	$ 22,700.16	$ 567.75	$ 23,845.50
21	350 West Belknap Garage	42	Per visit	$ 120.00	$ 5,040.00	$ 148.81	$ 6,250.02	$ 150.00	$ 6,300.00

Bid No. F2025205 Annual Contract for Lawn Maintenance

				OPW Commercial Services Dallas, TX HUB - No	
				Total Price	$807,744.00
Line #	Description	QTY	UOM	Unit	Extended
1	1895 Courthouse	42	Per visit	$ 262.00	$ 11,004.00
2	Administration Building	42	Per visit	$ 144.00	$ 6,048.00
3	Alliance for Children	42	Per visit	$ 244.00	$ 10,248.00
4	Carpenter Shop	42	Per visit	$ 100.00	$ 4,200.00
5	Criminal Justice Building	42	Per visit	$ 100.00	$ 4,200.00
6	Medical Examiner's Facility	42	Per visit	$ 213.00	$ 8,946.00
7	Mental Health Diversion Center	42	Per visit	$ 100.00	$ 4,200.00
8	Subcourthouse at Mansfield	42	Per visit	$ 656.00	$ 27,552.00
9	Northeast Subcourthouse	42	Per visit	$ 583.00	$ 24,486.00
10	Northwest Subcourthouse	42	Per visit	$ 1,107.00	$ 46,494.00
11	Northwest Annex	42	Per visit	$ 2,415.00	$ 101,430.00
12	North Patrol Building	42	Per visit	$ 275.00	$ 11,550.00
13	Scott D. Moore/Lynn W. Ross Juvenile Detention Center	42	Per visit	$ 2,415.00	$ 101,430.00
14	Vacant Lot #1	42	Per visit	$ 150.00	$ 6,300.00
15	Vacant Lot #2	42	Per visit	$ 150.00	$ 6,300.00
16	Vacant Lot #3	42	Per visit	$ 150.00	$ 6,300.00
17	Subcourthouse in Arlington	42	Per visit	$ 500.00	$ 21,000.00
18	Taylor Parking Garage	42	Per visit	$ 100.00	$ 4,200.00
19	Parking Block 15	42	Per visit	$ 125.00	$ 5,250.00
20	Dionne Phillips Bagsby Southwest Subcourthouse	42	Per visit	$ 945.00	$ 39,690.00
21	350 West Belknap Garage	42	Per visit	$ 125.00	$ 5,250.00

Bid No. F2025205 Annual Contract for Lawn Maintenance

				Nova Landscape Group, Inc. Lavon, TX HUB - Yes CO-OP - Yes		*Stress Free Contracting Fort Worth, TX HUB - Yes CO-OP - Yes*		Abescape Group, LLC. Fort Worth, TX HUB - Yes	
				Total Price	**$169,323.84**	*Total Price*	*$217,644.00*	Total Price	$222,978.00
Line #	Description	QTY	UOM	**Unit**	**Extended**	*Unit*	*Extended*	Unit	Extended
22	Dick Andersen Building	42	Per visit	**$ 35.43**	**$ 1,488.06**	*$ 45.00*	*$ 1,890.00*	$ 53.00	$ 2,226.00
23	Reproduction Center	42	Per visit	**$ 35.43**	**$ 1,488.06**	*$ 30.00*	*$ 1,260.00*	$ 40.00	$ 1,680.00
24	Miller Avenue Administration Building	42	Per visit	**$ 160.00**	**$ 6,720.00**	*$ 220.00*	*$ 9,240.00*	$ 215.00	$ 9,030.00
25	Lancaster Annex	42	Per visit	**$ 90.00**	**$ 3,780.00**	*$ 235.00*	*$ 9,870.00*	$ 260.00	$ 10,920.00
26	Northeast Annex	42	Per visit	**$ 90.00**	**$ 3,780.00**	*$ 70.00*	*$ 2,940.00*	$ 75.00	$ 3,150.00
27	Northeast Annex	42	Per visit	**$ 90.00**	**$ 3,780.00**	*$ 70.00*	*$ 2,940.00*	$ 75.00	$ 3,150.00
28	Central Garage	42	Per visit	**$ 21.25**	**$ 892.50**	*$ 190.00*	*$ 7,980.00*	$ 40.00	$ 1,680.00
29	Impound Facility	42	Per visit	**$ 70.85**	**$ 2,975.70**	*$ 150.00*	*$ 6,300.00*	$ 180.00	$ 7,560.00
30	Elections Center	42	Per visit	**$ 22.10**	**$ 928.20**	*$ 100.00*	*$ 4,200.00*	$ 30.00	$ 1,260.00
31	Premier Annex/ Fire Marshal	42	Per visit	**$ 70.85**	**$ 2,975.70**	*$ 190.00*	*$ 7,980.00*	$ 40.00	$ 1,680.00
32	Resource Connection								
33	1100 Circle Drive	42	Per visit	**$ 114.45**	**$ 4,806.90**	*$ 105.00*	*$ 4,410.00*	$ 107.00	$ 4,494.00
34	1200 Circle Drive	42	Per visit	**$ 114.45**	**$ 4,806.90**	*$ 105.00*	*$ 4,410.00*	$ 107.00	$ 4,494.00
35	1300 Circle Drive	42	Per visit	**$ 114.45**	**$ 4,806.90**	*$ 105.00*	*$ 4,410.00*	$ 107.00	$ 4,494.00
36	1400 Circle Drive	42	Per visit	**$ 114.45**	**$ 4,806.90**	*$ 105.00*	*$ 4,410.00*	$ 107.00	$ 4,494.00
37	1500 Circle Drive	42	Per visit	**$ 114.45**	**$ 4,806.90**	*$ 105.00*	*$ 4,410.00*	$ 107.00	$ 4,494.00
38	2100 Circle Drive	42	Per visit	**$ 114.45**	**$ 4,806.90**	*$ 105.00*	*$ 4,410.00*	$ 107.00	$ 4,494.00
39	2200 Circle Drive	42	Per visit	**$ 114.45**	**$ 4,806.90**	*$ 105.00*	*$ 4,410.00*	$ 107.00	$ 4,494.00
40	2300 Circle Drive	42	Per visit	**$ 114.45**	**$ 4,806.90**	*$ 105.00*	*$ 4,410.00*	$ 107.00	$ 4,494.00
41	2400 Circle Drive	42	Per visit	**$ 114.45**	**$ 4,806.90**	*$ 105.00*	*$ 4,410.00*	$ 107.00	$ 4,494.00
42	2500 Circle Drive	42	Per visit	**$ 114.45**	**$ 4,806.90**	*$ 105.00*	*$ 4,410.00*	$ 107.00	$ 4,494.00
43	Building 5041	42	Per visit	**$ 35.43**	**$ 1,488.06**	*$ 105.00*	*$ 4,410.00*	$ 35.00	$ 1,470.00
44	Building 5051	42	Per visit	**$ 35.43**	**$ 1,488.06**	*$ 105.00*	*$ 4,410.00*	$ 35.00	$ 1,470.00

Bid No. F2025205 Annual Contract for Lawn Maintenance

				CTJ Maintenance, Inc. Haltom City, TX HUB - Yes		I & E Services Inc. Fort Worth, TX HUB - No		Carl's Impressive Lawn Care LLC. Fort Worth, TX HUB - No	
				Total Price	$224,994.00	Total Price	$228,144.00	Total Price	$234,585.54
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
22	Dick Andersen Building	42	Per visit	$ 50.00	$ 2,100.00	$ 85.00	$ 3,570.00	$ 50.00	$ 2,100.00
23	Reproduction Center	42	Per visit	$ 35.00	$ 1,470.00	$ 45.00	$ 1,890.00	$ 35.20	$ 1,478.40
24	Miller Avenue Administration Building	42	Per visit	$ 210.00	$ 8,820.00	$ 230.00	$ 9,660.00	$ 210.44	$ 8,838.48
25	Lancaster Annex	42	Per visit	$ 240.00	$ 10,080.00	$ 240.00	$ 10,080.00	$ 240.50	$ 10,101.00
26	Northeast Annex	42	Per visit	$ 77.00	$ 3,234.00	$ 85.00	$ 3,570.00	$ 77.45	$ 3,252.90
27	Northeast Annex	42	Per visit	$ 77.00	$ 3,234.00	$ 85.00	$ 3,570.00	$ 77.45	$ 3,252.90
28	Central Garage	42	Per visit	$ 85.00	$ 3,570.00	$ 85.00	$ 3,570.00	$ 340.00	$ 14,280.00
29	Impound Facility	42	Per visit	$ 75.00	$ 3,150.00	$ 100.00	$ 4,200.00	$ 400.00	$ 16,800.00
30	Elections Center	42	Per visit	$ 40.00	$ 1,680.00	$ 70.00	$ 2,940.00	$ 130.00	$ 5,460.00
31	Premier Annex/ Fire Marshal	42	Per visit	$ 55.00	$ 2,310.00	$ 60.00	$ 2,520.00	$ 55.00	$ 2,310.00
32	Resource Connection								
33	1100 Circle Drive	42	Per visit	$ 105.00	$ 4,410.00	$ 113.00	$ 4,746.00	$ 105.17	$ 4,417.14
34	1200 Circle Drive	42	Per visit	$ 105.00	$ 4,410.00	$ 113.00	$ 4,746.00	$ 105.17	$ 4,417.14
35	1300 Circle Drive	42	Per visit	$ 105.00	$ 4,410.00	$ 113.00	$ 4,746.00	$ 105.17	$ 4,417.14
36	1400 Circle Drive	42	Per visit	$ 105.00	$ 4,410.00	$ 113.00	$ 4,746.00	$ 105.17	$ 4,417.14
37	1500 Circle Drive	42	Per visit	$ 105.00	$ 4,410.00	$ 113.00	$ 4,746.00	$ 105.17	$ 4,417.14
38	2100 Circle Drive	42	Per visit	$ 105.00	$ 4,410.00	$ 113.00	$ 4,746.00	$ 105.17	$ 4,417.14
39	2200 Circle Drive	42	Per visit	$ 105.00	$ 4,410.00	$ 113.00	$ 4,746.00	$ 105.17	$ 4,417.14
40	2300 Circle Drive	42	Per visit	$ 105.00	$ 4,410.00	$ 113.00	$ 4,746.00	$ 105.17	$ 4,417.14
41	2400 Circle Drive	42	Per visit	$ 105.00	$ 4,410.00	$ 113.00	$ 4,746.00	$ 105.17	$ 4,417.14
42	2500 Circle Drive	42	Per visit	$ 105.00	$ 4,410.00	$ 113.00	$ 4,746.00	$ 105.17	$ 4,417.14
43	Building 5041	42	Per visit	$ 165.00	$ 6,930.00	$ 113.00	$ 4,746.00	$ 50.00	$ 2,100.00
44	Building 5051	42	Per visit	$ 155.00	$ 6,510.00	$ 113.00	$ 4,746.00	$ 50.00	$ 2,100.00

Bid No. F2025205 Annual Contract for Lawn Maintenance

				Green World Care Inc. Dallas,TX HUB - No		Lawn Patrol Service, Inc. Fort Worth, TX HUB - No		Civilian Division, LLC North Richland Hills, TX HUB - No	
				Total Price	$274,680.00	Total Price	$307,860.00	Total Price	$312,312.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
22	Dick Andersen Building	42	Per visit	$ 47.80	$ 2,007.60	$ 100.00	$ 4,200.00	$ 60.00	$ 2,520.00
23	Reproduction Center	42	Per visit	$ 47.30	$ 1,986.60	$ 80.00	$ 3,360.00	$ 50.00	$ 2,100.00
24	Miller Avenue Administration Building	42	Per visit	$ 232.60	$ 9,769.20	$ 325.00	$ 13,650.00	$ 225.00	$ 9,450.00
25	Lancaster Annex	42	Per visit	$ 279.00	$ 11,718.00	$ 325.00	$ 13,650.00	$ 275.00	$ 11,550.00
26	Northeast Annex	42	Per visit	$ 64.10	$ 2,692.20	$ 135.00	$ 5,670.00	$ 80.00	$ 3,360.00
27	Northeast Annex	42	Per visit	$ 96.20	$ 4,040.40	$ 100.00	$ 4,200.00	$ 80.00	$ 3,360.00
28	Central Garage	42	Per visit	$ 65.00	$ 2,730.00	$ 100.00	$ 4,200.00	$ 75.00	$ 3,150.00
29	Impound Facility	42	Per visit	$ 119.40	$ 5,014.80	$ 125.00	$ 5,250.00	$ 175.00	$ 7,350.00
30	Elections Center	42	Per visit	$ 8.00	$ 336.00	$ 100.00	$ 4,200.00	$ 30.00	$ 1,260.00
31	Premier Annex/ Fire Marshal	42	Per visit	$ 26.80	$ 1,125.60	$ 150.00	$ 6,300.00	$ 65.00	$ 2,730.00
32	Resource Connection								
33	1100 Circle Drive	42	Per visit	$ 162.90	$ 6,841.80	$ 125.00	$ 5,250.00	$ 212.00	$ 8,904.00
34	1200 Circle Drive	42	Per visit	$ 258.00	$ 10,836.00	$ 125.00	$ 5,250.00	$ 212.00	$ 8,904.00
35	1300 Circle Drive	42	Per visit	$ 235.20	$ 9,878.40	$ 125.00	$ 5,250.00	$ 212.00	$ 8,904.00
36	1400 Circle Drive	42	Per visit	$ 99.80	$ 4,191.60	$ 125.00	$ 5,250.00	$ 212.00	$ 8,904.00
37	1500 Circle Drive	42	Per visit	$ 174.10	$ 7,312.20	$ 125.00	$ 5,250.00	$ 212.00	$ 8,904.00
38	2100 Circle Drive	42	Per visit	$ 26.10	$ 1,096.20	$ 125.00	$ 5,250.00	$ 212.00	$ 8,904.00
39	2200 Circle Drive	42	Per visit	$ 29.60	$ 1,243.20	$ 125.00	$ 5,250.00	$ 212.00	$ 8,904.00
40	2300 Circle Drive	42	Per visit	$ 84.50	$ 3,549.00	$ 100.00	$ 4,200.00	$ 212.00	$ 8,904.00
41	2400 Circle Drive	42	Per visit	$ 177.60	$ 7,459.20	$ 125.00	$ 5,250.00	$ 212.00	$ 8,904.00
42	2500 Circle Drive	42	Per visit	$ 333.50	$ 14,007.00	$ 125.00	$ 5,250.00	$ 212.00	$ 8,904.00
43	Building 5041	42	Per visit	$ 150.50	$ 6,321.00	$ 125.00	$ 5,250.00	$ 212.00	$ 8,904.00
44	Building 5051	42	Per visit	$ 40.50	$ 1,701.00	$ 125.00	$ 5,250.00	$ 212.00	$ 8,904.00

Bid No. F2025205 Annual Contract for Lawn Maintenance

				LPT Inc. Dallas, TX HUB - Yes		L. A. T. E. LLC. Fort Worth, TX HUB - No		ArborTrue, LLC Coldspring, TX HUB - No	
				Total Price	$402,979.08	Total Price	$418,467.00	Total Price	$461,317.50
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
22	Dick Andersen Building	42	Per visit	$ 130.39	$ 5,476.38	$ 34.00	$ 1,428.00	$ 50.00	$ 2,100.00
23	Reproduction Center	42	Per visit	$ 136.43	$ 5,730.06	$ 34.00	$ 1,428.00	$ 50.00	$ 2,100.00
24	Miller Avenue Administration Building	42	Per visit	$ 562.47	$ 23,623.74	$ 120.50	$ 5,061.00	$ 273.75	$ 11,497.50
25	Lancaster Annex	42	Per visit	$ 647.60	$ 27,199.20	$ 285.00	$ 11,970.00	$ 661.25	$ 27,772.50
26	Northeast Annex	42	Per visit	$ 201.59	$ 8,466.78	$ 76.50	$ 3,213.00	$ 82.50	$ 3,465.00
27	Northeast Annex	42	Per visit	$ 519.20	$ 21,806.40	$ 76.50	$ 3,213.00	$ 82.50	$ 3,465.00
28	Central Garage	42	Per visit	$ 43.22	$ 1,815.24	$ 32.00	$ 1,344.00	$ 62.50	$ 2,625.00
29	Impound Facility	42	Per visit	$ 319.59	$ 13,422.78	$ 260.00	$ 10,920.00	$ 303.75	$ 12,757.50
30	Elections Center	42	Per visit	$ 109.77	$ 4,610.34	$ 28.00	$ 1,176.00	$ 53.75	$ 2,257.50
31	Premier Annex/ Fire Marshal	42	Per visit	$ 109.77	$ 4,610.34	$ 32.00	$ 1,344.00	$ 62.50	$ 2,625.00
32	Resource Connection								
33	1100 Circle Drive	42	Per visit	$ 109.77	$ 4,610.34	$ 344.00	$ 14,448.00	$ 330.00	$ 13,860.00
34	1200 Circle Drive	42	Per visit	$ 109.77	$ 4,610.34	$ 344.00	$ 14,448.00	$ 215.00	$ 9,030.00
35	1300 Circle Drive	42	Per visit	$ 109.77	$ 4,610.34	$ 344.00	$ 14,448.00	$ 282.50	$ 11,865.00
36	1400 Circle Drive	42	Per visit	$ 109.77	$ 4,610.34	$ 344.00	$ 14,448.00	$ 372.50	$ 15,645.00
37	1500 Circle Drive	42	Per visit	$ 109.77	$ 4,610.34	$ 344.00	$ 14,448.00	$ 463.75	$ 19,477.50
38	2100 Circle Drive	42	Per visit	$ 109.77	$ 4,610.34	$ 344.00	$ 14,448.00	$ 50.00	$ 2,100.00
39	2200 Circle Drive	42	Per visit	$ 109.77	$ 4,610.34	$ 344.00	$ 14,448.00	$ 52.50	$ 2,205.00
40	2300 Circle Drive	42	Per visit	$ 109.77	$ 4,610.34	$ 344.00	$ 14,448.00	$ 471.25	$ 19,792.50
41	2400 Circle Drive	42	Per visit	$ 109.77	$ 4,610.34	$ 344.00	$ 14,448.00	$ 371.25	$ 15,592.50
42	2500 Circle Drive	42	Per visit	$ 109.77	$ 4,610.34	$ 344.00	$ 14,448.00	$ 1,021.25	$ 42,892.50
43	Building 5041	42	Per visit	$ 109.77	$ 4,610.34	$ 344.00	$ 14,448.00	$ 357.50	$ 15,015.00
44	Building 5051	42	Per visit	$ 109.77	$ 4,610.34	$ 344.00	$ 14,448.00	$ 83.75	$ 3,517.50

Bid No. F2025205 Annual Contract for Lawn Maintenance

				Qualitiscape Services, Inc Fort Worth, TX HUB - No		SRH Landscapes LLC Dallas, TX HUB - No		NTX Lawn & Sprinklers LLC Crowley, TX HUB - No	
				Total Price	$526,479.24	Total Price	$639,803.47	Total Price	$793,718.10
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
22	Dick Andersen Building	42	Per visit	$ 120.00	$ 5,040.00	$ 247.62	$ 10,400.04	$ 200.00	$ 8,400.00
23	Reproduction Center	42	Per visit	$ 120.00	$ 5,040.00	$ 148.81	$ 6,250.02	$ 150.00	$ 6,300.00
24	Miller Avenue Administration Building	42	Per visit	$ 600.00	$ 25,200.00	$ 1,440.48	$ 60,500.16	$ 535.15	$ 22,476.30
25	Lancaster Annex	42	Per visit	$ 360.00	$ 15,120.00	$ 790.48	$ 33,200.16	$ 936.45	$ 39,330.90
26	Northeast Annex	42	Per visit	$ 180.00	$ 7,560.00	$ 376.19	$ 15,799.98	$ 268.65	$ 11,283.30
27	Northeast Annex	42	Per visit	$ 180.00	$ 7,560.00	$ 376.19	$ 15,799.98	$ 240.00	$ 10,080.00
28	Central Garage	42	Per visit	$ 120.00	$ 5,040.00	$ 300.00	$ 12,600.00	$ 150.00	$ 6,300.00
29	Impound Facility	42	Per visit	$ 120.00	$ 5,040.00	$ 600.00	$ 25,200.00	$ 213.00	$ 8,946.00
30	Elections Center	42	Per visit	$ 120.00	$ 5,040.00	$ 148.81	$ 6,250.02	$ 150.00	$ 6,300.00
31	Premier Annex/ Fire Marshal	42	Per visit	$ 120.00	$ 5,040.00	$ 300.00	$ 12,600.00	$ 150.00	$ 6,300.00
32	Resource Connection								
33	1100 Circle Drive	42	Per visit	$ 232.66	$ 9,771.72	$ 269.05	$ 11,300.10	$ 324.00	$ 13,608.00
34	1200 Circle Drive	42	Per visit	$ 232.66	$ 9,771.72	$ 269.05	$ 11,300.10	$ 259.50	$ 10,899.00
35	1300 Circle Drive	42	Per visit	$ 232.66	$ 9,771.72	$ 269.05	$ 11,300.10	$ 259.50	$ 10,899.00
36	1400 Circle Drive	42	Per visit	$ 232.66	$ 9,771.72	$ 269.05	$ 11,300.10	$ 276.00	$ 11,592.00
37	1500 Circle Drive	42	Per visit	$ 232.66	$ 9,771.72	$ 269.05	$ 11,300.10	$ 513.90	$ 21,583.80
38	2100 Circle Drive	42	Per visit	$ 232.66	$ 9,771.72	$ 269.05	$ 11,300.10	$ 225.00	$ 9,450.00
39	2200 Circle Drive	42	Per visit	$ 232.66	$ 9,771.72	$ 269.05	$ 11,300.10	$ 225.00	$ 9,450.00
40	2300 Circle Drive	42	Per visit	$ 232.66	$ 9,771.72	$ 269.05	$ 11,300.10	$ 591.00	$ 24,822.00
41	2400 Circle Drive	42	Per visit	$ 232.66	$ 9,771.72	$ 269.05	$ 11,300.10	$ 1,132.50	$ 47,565.00
42	2500 Circle Drive	42	Per visit	$ 232.66	$ 9,771.72	$ 269.05	$ 11,300.10	$ 784.50	$ 32,949.00
43	Building 5041	42	Per visit	$ 232.66	$ 9,771.72	$ 219.05	$ 9,200.10	$ 741.00	$ 31,122.00
44	Building 5051	42	Per visit	$ 232.66	$ 9,771.72	$ 219.05	$ 9,200.10	$ 225.00	$ 9,450.00

Bid No. F2025205 Annual Contract for Lawn Maintenance

				OPW Commercial Services Dallas, TX HUB - No	
				Total Price	$807,744.00
Line #	Description	QTY	UOM	Unit	Extended
22	Dick Andersen Building	42	Per visit	$ 170.00	$ 7,140.00
23	Reproduction Center	42	Per visit	$ 231.00	$ 9,702.00
24	Miller Avenue Administration Building	42	Per visit	$ 937.00	$ 39,354.00
25	Lancaster Annex	42	Per visit	$ 982.00	$ 41,244.00
26	Northeast Annex	42	Per visit	$ 663.00	$ 27,846.00
27	Northeast Annex	42	Per visit	$ 200.00	$ 8,400.00
28	Central Garage	42	Per visit	$ 100.00	$ 4,200.00
29	Impound Facility	42	Per visit	$ 490.00	$ 20,580.00
30	Elections Center	42	Per visit	$ 100.00	$ 4,200.00
31	Premier Annex/ Fire Marshal	42	Per visit	$ 100.00	$ 4,200.00
32	Resource Connection				
33	1100 Circle Drive	42	Per visit	$ 200.00	$ 8,400.00
34	1200 Circle Drive	42	Per visit	$ 300.00	$ 12,600.00
35	1300 Circle Drive	42	Per visit	$ 200.00	$ 8,400.00
36	1400 Circle Drive	42	Per visit	$ 200.00	$ 8,400.00
37	1500 Circle Drive	42	Per visit	$ 200.00	$ 8,400.00
38	2100 Circle Drive	42	Per visit	$ 200.00	$ 8,400.00
39	2200 Circle Drive	42	Per visit	$ 200.00	$ 8,400.00
40	2300 Circle Drive	42	Per visit	$ 200.00	$ 8,400.00
41	2400 Circle Drive	42	Per visit	$ 200.00	$ 8,400.00
42	2500 Circle Drive	42	Per visit	$ 300.00	$ 12,600.00
43	Building 5041	42	Per visit	$ 300.00	$ 12,600.00
44	Building 5051	42	Per visit	$ 300.00	$ 12,600.00

Bid No. F2025205 Annual Contract for Lawn Maintenance

				Nova Landscape Group, Inc. Lavon, TX HUB - Yes CO-OP - Yes		*Stress Free Contracting Fort Worth, TX HUB - Yes CO-OP - Yes*		Abescape Group, LLC. Fort Worth, TX HUB - Yes	
				Total Price	**$169,323.84**	*Total Price*	*$217,644.00*	Total Price	$222,978.00
Line #	Description	QTY	UOM	**Unit**	**Extended**	*Unit*	*Extended*	Unit	Extended
45	Building 1500 Soccer Field	42	Per visit	**$ 35.43**	**$ 1,488.06**	*$ 105.00*	*$ 4,410.00*	$ 125.00	$ 5,250.00
46	Circle Drive Outter Circle	42	Per visit	**$ 122.08**	**$ 5,127.36**	*$ 105.00*	*$ 4,410.00*	$ 210.00	$ 8,820.00
47	Wilderness Camp Road and Tree Line	42	Per visit	**$ 90.70**	**$ 3,809.40**	*$ 105.00*	*$ 4,410.00*	$ 420.00	$ 17,640.00
48	Parking Lot F Northside	42	Per visit	**$ 90.70**	**$ 3,809.40**	*$ 105.00*	*$ 4,410.00*	$ 100.00	$ 4,200.00
49	Building 2500 South Entrance	42	Per visit	**$ 35.43**	**$ 1,488.06**	*$ 105.00*	*$ 4,410.00*	$ 25.00	$ 1,050.00

Bid No. F2025205 Annual Contract for Lawn Maintenance

				CTJ Maintenance, Inc. Haltom City, TX HUB - Yes		I & E Services Inc. Fort Worth, TX HUB - No		Carl's Impressive Lawn Care LLC. Fort Worth, TX HUB - No	
				Total Price	$224,994.00	Total Price	$228,144.00	Total Price	$234,585.54
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
45	Building 1500 Soccer Field	42	Per visit	$ 180.00	$ 7,560.00	$ 240.00	$ 10,080.00	$ 40.00	$ 1,680.00
46	Circle Drive Outter Circle	42	Per visit	$ 175.00	$ 7,350.00	$ 113.00	$ 4,746.00	$ 50.00	$ 2,100.00
47	Wilderness Camp Road and Tree Line	42	Per visit	$ 175.00	$ 7,350.00	$ 155.00	$ 6,510.00	$ 50.00	$ 2,100.00
48	Parking Lot F Northside	42	Per visit	$ 160.00	$ 6,720.00	$ 120.00	$ 5,040.00	$ 50.00	$ 2,100.00
49	Building 2500 South Entrance	42	Per visit	$ 160.00	$ 6,720.00	$ 113.00	$ 4,746.00	$ 30.00	$ 1,260.00

Bid No. F2025205 Annual Contract for Lawn Maintenance

				Green World Care Inc. Dallas,TX HUB - No		Lawn Patrol Service, Inc. Fort Worth, TX HUB - No		Civilian Division, LLC North Richland Hills, TX HUB - No	
				Total Price	$274,680.00	Total Price	$307,860.00	Total Price	$312,312.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
45	Building 1500 Soccer Field	42	Per visit	$ 763.80	$ 32,079.60	$ 225.00	$ 9,450.00	$ 212.00	$ 8,904.00
46	Circle Drive Outter Circle	42	Per visit	$ 64.90	$ 2,725.80	$ 150.00	$ 6,300.00	$ 212.00	$ 8,904.00
47	Wilderness Camp Road and Tree Line	42	Per visit	$ 156.50	$ 6,573.00	$ 150.00	$ 6,300.00	$ 212.00	$ 8,904.00
48	Parking Lot F Northside	42	Per visit	$ 311.80	$ 13,095.60	$ 175.00	$ 7,350.00	$ 212.00	$ 8,904.00
49	Building 2500 South Entrance	42	Per visit	$ 85.50	$ 3,591.00	$ 125.00	$ 5,250.00	$ 212.00	$ 8,904.00

Bid No. F2025205 Annual Contract for Lawn Maintenance

				LPT Inc. Dallas, TX HUB - Yes		L. A. T. E. LLC. Fort Worth, TX HUB - No		ArborTrue, LLC Coldspring, TX HUB - No	
				Total Price	$402,979.08	Total Price	$418,467.00	Total Price	$461,317.50
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
45	Building 1500 Soccer Field	42	Per visit	$ 109.77	$ 4,610.34	$ 344.00	$ 14,448.00	$ 168.75	$ 7,087.50
46	Circle Drive Outter Circle	42	Per visit	$ 146.88	$ 6,168.96	$ 344.00	$ 14,448.00	$ 207.50	$ 8,715.00
47	Wilderness Camp Road and Tree Line	42	Per visit	$ 164.88	$ 6,924.96	$ 344.00	$ 14,448.00	$ 300.00	$ 12,600.00
48	Parking Lot F Northside	42	Per visit	$ 109.77	$ 4,610.34	$ 344.00	$ 14,448.00	$ 685.00	$ 28,770.00
49	Building 2500 South Entrance	42	Per visit	$ 57.50	$ 2,415.00	$ 344.00	$ 14,448.00	$ 193.75	$ 8,137.50

Bid No. F2025205 Annual Contract for Lawn Maintenance

				Qualitiscape Services, Inc Fort Worth, TX HUB - No		SRH Landscapes LLC Dallas, TX HUB - No		NTX Lawn & Sprinklers LLC Crowley, TX HUB - No	
				Total Price	$526,479.24	Total Price	$639,803.47	Total Price	$793,718.10
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
45	Building 1500 Soccer Field	42	Per visit	$ 232.66	$ 9,771.72	$ 269.05	$ 11,300.10	$ 2,749.00	$ 115,458.00
46	Circle Drive Outter Circle	42	Per visit	$ 232.66	$ 9,771.72	$ 269.05	$ 11,300.10	$ 644.85	$ 27,083.70
47	Wilderness Camp Road and Tree Line	42	Per visit	$ 232.66	$ 9,771.72	$ 269.05	$ 11,300.10	$ 329.55	$ 13,841.10
48	Parking Lot F Northside	42	Per visit	$ 232.66	$ 9,771.72	$ 269.05	$ 11,300.10	$ 1,018.40	$ 42,772.80
49	Building 2500 South Entrance	42	Per visit	$ 232.66	$ 9,771.72	$ 269.05	$ 11,300.10	$ 412.50	$ 17,325.00

Bid No. F2025205 Annual Contract for Lawn Maintenance

				OPW Commercial Services Dallas, TX HUB - No	
				Total Price	$807,744.00
Line #	Description	QTY	UOM	Unit	Extended
45	Building 1500 Soccer Field	42	Per visit	$ 600.00	$ 25,200.00
46	Circle Drive Outter Circle	42	Per visit	$ 300.00	$ 12,600.00
47	Wilderness Camp Road and Tree Line	42	Per visit	$ 350.00	$ 14,700.00
48	Parking Lot F Northside	42	Per visit	$ 200.00	$ 8,400.00
49	Building 2500 South Entrance	42	Per visit	$ 150.00	$ 6,300.00

No Bids were received from Triple-S Steel Supply, Ram Products, LTD, Complete Supply Inc., and Texas Pipeline Services

TARRANT COUNTY

DEPARTMENT OF FACILITIES MANAGEMENT

August 27, 2025

Allan Tucker
Senior Buyer
Tarrant County Purchasing Department
100 East Weatherford, Suite 303
Fort Worth, TX 76196

Subject: F2025205 Annual Contract for Lawn Maintenance

Re: Approval of Low Bidder

Mr. Tucker,

Tarrant County Facilities Management (TCFM) has reviewed the bid and supporting documents submitted for F2025205 Annual Contract for Lawn Maintenance.

Tarrant County Facilities Management (TCFM) has completed its evaluation of the bids and supporting documentation submitted for F2025205 Annual Contract for Lawn Maintenance. After a comprehensive review, TCFM has determined that Nova Landscape Group, Inc. and Stress Free Contracting possess the qualifications and capacity to successfully fulfill the scope of work outlined in the solicitation.

TCFM recommends awarding the contract to both firms, designating Nova Landscape Group, Inc. as the primary vendor, and Stress Free Contracting as the secondary vendor.

Tarrant County Facilities Management

Sincerely,

Joshua B. Palmer

Joshua B. Palmer
Tarrant County Facilities Management
200 North Taylor St., Suite 344
Fort Worth, TX 76196

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Bid No. F2025205 - Annual Contract for Lawn Maintenance – Facilities Management – Various Vendors - Per Unit Price

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

   Yes_____ No __√__

2. Does the county action limit or restrict a real property right, even partially or temporarily?

   Yes_____ No __√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

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TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 6
Department: Purchasing	**Prepared By:** Teresa Ralls	**Approved By:** Christopher Lax, CPSM, CPSD, CPCP

SUBJECT:

Bid No. F2025209 - Purchase of Inseyets Online Pro and Unlimited Unlocks Subscription – District Attorney's Office – Concourse Tech Inc. - Per Unit Price

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award Bid No. F2025209, Purchase of Inseyets Online Pro and Unlimited Unlocks Subscription, for the District Attorney's Office, to Concourse Tech Inc. at the per unit price.

BACKGROUND

Notice of the County's intent to bid was advertised in a local newspaper, as required by State statute, and posted on the Internet, the Arlington Black Chamber of Commerce, the Fort Worth Hispanic Chamber of Commerce, the Fort Worth Metropolitan Black Chamber of Commerce, and the Tarrant County Asian American Chamber of Commerce. Eight hundred sixty-two (862) vendors were contacted and requested to participate in this bid process. All documents pertaining to this bid were posted on the Tarrant County website and were downloaded by interested bidders. Nine (9) bids and five (5) no-bids were received.

The low bid received from Concourse Tech Inc. meets all specifications and is acceptable to the District Attorney's Office.

The term of the contract is twelve (12) months, effective September 27, 2025.

This purchase covers Inseyets Pro and Unlimited Unlocks Subscription, the upgraded replacement for the existing Cellebrite Premium. It is a forensic tool used by the Digital Forensics and Technical Services team of the District Attorney's Office to assist with criminal investigations that aids in bypassing locked and encrypted mobile devices using software algorithms. Cellebrite handles a large variety of devices that use both the Apple iOS and the Android operating systems typically found on Samsung, LG, Google Pixel, and Motorola systems. Cellebrite is updating their software system this year to retire UFED 4PC and replace it with Inseyets. The functionality of the software will remain intact.

Therefore, it is the joint recommendation of the District Attorney's Office and Purchasing that Bid No. F2025209, Purchase of Inseyets Online Pro and Unlimited Unlocks Subscription, be awarded to Concourse Tech Inc. at the per unit price.

FISCAL IMPACT

Funding in the amount of $138,195.31 is available in account D8700-2025 Criminal District Attorney State Forfeitures/4510400000 Investigation/578025 Software Maintenance and Licenses.

Attachments

F2025209 Backup.pdf

Bid No. F2025209 Purchase of Inseyets Online Pro and Unlimited Unlocks Subscription

						Award **Concourse Tech Inc. New York, NY HUB - No**		Carahsoft Technology Corp. Reston, VA HUB - No	
						Total Price	**$138,195.31**	Total Price	$138,253.50
Line #	**Description**	**Mfgr**	**Mfgno**	**QTY**	**UOM**	**Unit**	**Extended**	Unit	Extended
1	Upgrade to Inseyets Online Pro 1 Year TermCellebrite Inc. Start Date: 09/27/2025 End Date: 09/26/2026 SN - 325520498, 1702842121, 153379048	Cellebrite	B-CNR-05-003	3	EA	**$8,708.33**	**$26,124.99**	$8,712.00	$26,136.00
2	InsEYEts Upgrade kitCellebrite Inc.	Cellebrite	F-UFD-06-005	3	EA	**$1,335.94**	**$4,007.82**	$1,336.50	$4,009.50
3	Inseyets Online Unlimited Unlocks 1 Year TermCellebrite Inc. Start Date: 09/27/2025 End Date: 09/26/2026 SN - 325520498, 1702842121, 153379048	Cellebrite	S-AIS-20-002	1	EA	**$108,062.50**	**$108,062.50**	$108,108.00	$108,108.00

						vCloud Tech Inc Rolling Hills Estates, CA HUB - Yes		New Tech Solutions Inc Fremont, CA HUB - No	
						Total Price	$139,238.36	Total Price	$139,300.89
Line #	**Description**	**Mfgr**	**Mfgno**	**QTY**	**UOM**	Unit	Extended	Unit	Extended
1	Upgrade to Inseyets Online Pro 1 Year TermCellebrite Inc. Start Date: 09/27/2025 End Date: 09/26/2026 SN - 325520498, 1702842121, 153379048	Cellebrite	B-CNR-05-003	3	EA	$8,774.06	$26,322.18	$8,778.00	$26,334.00
2	InsEYEts Upgrade kitCellebrite Inc.	Cellebrite	F-UFD-06-005	3	EA	$1,346.02	$4,038.06	$1,346.63	$4,039.89
3	Inseyets Online Unlimited Unlocks 1 Year TermCellebrite Inc. Start Date: 09/27/2025 End Date: 09/26/2026 SN - 325520498, 1702842121, 153379048	Cellebrite	S-AIS-20-002	1	EA	$108,878.12	$108,878.12	$108,927.00	$108,927.00

Notes: No-bids were received from GOOGOZ.COM, INC., 3-C TECHNOLOGY, LLC, SecurityScorecard, Inc, Texas Pipeline Services, Nabossa LLC.

Bid No. F2025209 Purchase of Inseyets Online Pro and Unlimited Unlocks Subscription

						Axelliant LLC Torrance, CA HUB - Yes		vPrime Tech Inc Houston, TX HUB - Yes	
						Total Price	$139,391.18	Total Price	$140,955.31
Line #	**Description**	**Mfgr**	**Mfgno**	**QTY**	**UOM**	Unit	Extended	Unit	Extended
1	Upgrade to Inseyets Online Pro 1 Year TermCellebrite Inc. Start Date: 09/27/2025 End Date: 09/26/2026 SN - 325520498, 1702842121, 153379048	Cellebrite	B-CNR-05-003	3	EA	$8,783.69	$26,351.07	$8,882.25	$26,646.75
2	InsEYEts Upgrade kitCellebrite Inc.	Cellebrite	F-UFD-06-005	3	EA	$1,347.50	$4,042.50	$1,362.62	$4,087.86
3	Inseyets Online Unlimited Unlocks 1 Year TermCellebrite Inc. Start Date: 09/27/2025 End Date: 09/26/2026 SN - 325520498, 1702842121, 153379048	Cellebrite	S-AIS-20-002	1	EA	$108,997.61	$108,997.61	$110,220.70	$110,220.70

						Kambrian Corporation La Puente, CA HUB - Yes		Softchoice Corporation Chicago, IL HUB - No	
						Total Price	$140,959.23	Total Price	$142,354.06
Line #	**Description**	**Mfgr**	**Mfgno**	**QTY**	**UOM**	Unit	Extended	Unit	Extended
1	Upgrade to Inseyets Online Pro 1 Year TermCellebrite Inc. Start Date: 09/27/2025 End Date: 09/26/2026 SN - 325520498, 1702842121, 153379048	Cellebrite	B-CNR-05-003	3	EA	$8,882.50	$26,647.50	$8,975.00	$26,925.00
2	InsEYEts Upgrade kitCellebrite Inc.	Cellebrite	F-UFD-06-005	3	EA	$1,362.66	$4,087.98	$1,380.00	$4,140.00
3	Inseyets Online Unlimited Unlocks 1 Year TermCellebrite Inc. Start Date: 09/27/2025 End Date: 09/26/2026 SN - 325520498, 1702842121, 153379048	Cellebrite	S-AIS-20-002	1	EA	$110,223.75	$110,223.75	$111,289.06	$111,289.06

Notes: No-bids were received from GOOGOZ.COM, INC., 3-C TECHNOLOGY, LLC, SecurityScorecard, Inc, Texas Pipeline Services, Nabossa LLC.

Bid No. F2025209 Purchase of Inseyets Online Pro and Unlimited Unlocks Subscription

						Magoon LLC Elk Grove Village, IL HUB - Yes	
						Total Price	$143,094.47
Line #	**Description**	**Mfgr**	**Mfgno**	**QTY**	**UOM**	Unit	Extended
1	Upgrade to Inseyets Online Pro 1 Year TermCellebrite Inc. Start Date: 09/27/2025 End Date: 09/26/2026 SN - 325520498, 1702842121, 153379048	Cellebrite	B-CNR-05-003	3	EA	$9,017.05	$27,051.15
2	InsEYEts Upgrade kitCellebrite Inc.	Cellebrite	F-UFD-06-005	3	EA	$1,383.30	$4,149.90
3	Inseyets Online Unlimited Unlocks 1 Year TermCellebrite Inc. Start Date: 09/27/2025 End Date: 09/26/2026 SN - 325520498, 1702842121, 153379048	Cellebrite	S-AIS-20-002	1	EA	$111,893.42	$111,893.42

Notes: No-bids were received from GOOGOZ.COM, INC., 3-C TECHNOLOGY, LLC, SecurityScorecard, Inc, Texas Pipeline Services, Nabossa LLC.

PHIL SORRELLS
District Attorney
Tarrant County

August 22, 2025

Emily Salter
Purchasing Department
100 E. Weatherford Street, Suite 303
Fort Worth, Texas 76196

RE: Annual Purchase of Cellebrite Online Services for Inseyets Pro and Unlimited Unlocks.

Dear Emily Salter:

In response to the bid process for our annual purchase of Cellebrite Online Services, the Tarrant County District Attorney's Office approves the bid award for the purchase of Inseyets Pro, InsEYEts Upgrade kit, and Inseyets Online Unlimited Unlocks for a one-year term to Concourse Tech Inc.

Sincerely,

Ann M. Durfee
Tarrant County District Attorney's Office
Tim Curry Criminal Justice Center, 4th Floor
401 West Belknap Street
Fort Worth, Texas 76196
Phone: 817-884-1694
Fax: 817-884-1667
amdurfee@tarrantcountytx.gov

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Bid No. F2025209 - Purchase of Inseyets Online Pro and Unlimited Unlocks Subscription – District Attorney's Office – Concourse Tech Inc. - Per Unit Price

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

   Yes_____ No __√__

2. Does the county action limit or restrict a real property right, even partially or temporarily?

   Yes_____ No __√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

****

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 2
Department: Purchasing	**Prepared By:** Emily Salter, CPPB	**Approved By:** Christopher Lax, CPSM, CPSD, CPCP

SUBJECT:

RFP No. F2025188 - Annual Contract for Community Based Detention Services - Juvenile Services

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court reject all proposals for RFP No. F2025188, Annual Contract for Community Based Detention Services.

BACKGROUND

Notice of the County's intent to bid was advertised in local newspapers, as required by State statute, posted on the Internet, the Arlington Black Chamber of Commerce, the Fort Worth Hispanic Chamber of Commerce, the Fort Worth Metropolitan Black Chamber of Commerce, and the Tarrant County Asian American Chamber of Commerce. Eight hundred and forty-nine (849) vendors were contacted and requested to participate in this proposal process. All documents pertaining to this RFP were posted on the Tarrant County website and were downloaded by interested parties. Two (2) proposals and three (3) no-bids were received.

After review of the submitted proposals, Tarrant County Juvenile Services will not be moving forward with the Community-Based Detention contract. The department has determined it can effectively serve both pre- and post-adjudication youth pending court in the community through existing internal resources and alternative contracted programming.

Therefore, it is joint recommendation of Juvenile Services and Purchasing that the Commissioners Court reject all proposals received for RFP No. F2025188, Annual Contract for Community Based Detention Services.

FISCAL IMPACT

There is no fiscal impact associated with this item.

Attachments

TIA.pdf

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: **RFP No. F2025188,** Annual Contract for Community Based Detention Services

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

   Yes_____ No __√__

2. Does the county action limit or restrict a real property right, even partially or temporarily?

   Yes_____ No __√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

****

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 6
Department: Purchasing	**Prepared By:** Teresa Ralls	**Approved By:** Christopher Lax, CPSM, CPSD, CPCP

SUBJECT:

Bid No. F2024159 - Annual Contract for Preventative Maintenance and Repair of Air Compressors - Facilities Management - MS Air Inc. - Per Unit Price, Hourly Rates, and Markup for Parts

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve contract extension for Bid No. F2024159, Annual Contract for Preventative Maintenance and Repair of Air Compressors, with MS Air Inc. for ninety (90) days, through December 31, 2025.

BACKGROUND

On August 20, 2024, the Commissioners Court, through Court Order #143696, awarded Bid No. F2024159, Annual Contract for Preventative Maintenance and Repair of Air Compressors, for Facilities Management, to MS Air Inc.

The current request is for a continuation of services to allow a transitional period between this contract and the inception of a new award. Although the vendor declined to renew the contract, they have agreed to extend their prices for ninety days in order to continue services while a new bid is being processed and put in place.

Facilities Management notified Purchasing in writing they wish to extend the current contract. MS Air Inc. notified Purchasing in writing they agree to the contract extension and they will extend the same contract terms and pricing through December 31, 2025.

Therefore, it is the joint recommendation of Facilities Management and Purchasing that the Commissioners Court approve contract extension for Bid No. F2024159, Annual Contract for Preventative Maintenance and Repair of Air Compressors, through December 31, 2025.

FISCAL IMPACT

Expenses for the last twelve (12) months were approximately $52,727.00. The County's future cost will be determined by the services provided on an as-needed basis. The department has included funding in the FY 2026 budget request.

Attachments

Agenda Link Backup - Extension.pdf

TARRANT COUNTY PURCHASING DEPARTMENT
100 E. Weatherford St. #303 • Fort Worth, TX 76196 • (817) 884-1414 • (817) 884-2629 (Fax)

Melissa Lee, C.P.M., A.P.P.
Purchasing Agent

Chris Lax, MS.SCM, CPSM, CPSD, CPCP
Assistant Purchasing Agent

August 28, 2025

Matt Sherick
MS Air Inc.

Re: Bid No. F2024159 – Annual Contract for Preventative Maintenance and Repair of Air Compressors

Dear Mr. Sherick:

Referenced bid was for twelve (12) months with two (2) options to renew for an additional twelve (12) months each. The original contract was for the period of October 1, 2024, through September 30, 2025. The effective dates for the extension of this contract will run from October 1, 2025, through December 31, 2025.

Tarrant County Purchasing Department hereby extends an invitation to MS Air Inc. to accept the extension of the contract as awarded on August 20, 2024. MS Air Inc. acknowledges formal extension of the contract is contingent upon review and approval by the Tarrant County Commissioners Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All prices must remain firm for the extension period through December 31, 2025.

☑ Yes, MS Air Inc. will accept the offer to extend the same contract terms through December 31, 2025. **Please include a current 1295 Form with your response.**

☐ No, MS Air Inc. will NOT accept the offer to extend the same contract terms through December 31, 2025.

Are any other governmental entities currently utilizing this contract? ☐ Yes ☑ No

Please email your signed response.

Sincerely,

Senior Buyer
Tarrant County Purchasing

Digitally signed by Matthew Sherick
DN: cn=Matthew Sherick, o, ou, email=matt.sherick@msairinctx.com, c=US
Date: 2025.08.28 13:02:23 -05'00'

Matt Sherick
MS Air Inc.

8/28/25
Date

Memorandum

To: Chad Raines

Dept: Facilities Management

From: Teresa Ralls, Sr. Buyer, Purchasing Department

Date: August 28, 2025

Re: Extension of Bid F2025159, Annual Contract for Preventative Maintenance and Repair of Air Compressors

---

The above referenced contract will expire on September 30, 2025. This contract included two (2) options to renew with the vendor for additional twelve (12) month terms. The extension would commence October 1, 2025 and would expire December 31, 2025.

If you wish to exercise this option to extend this contract with the vendor listed below for an additional ninety (90) days, please check the appropriate item.

MS Air Inc.

☑ Yes, I wish to extend the current contract with the above-mentioned vendor through December 31, 2025.

Funds to support this contract will be provided by the following accounts:

10000-2026/Various Cost Centers532011

☐ No, I do not wish to extend the current contract with the above-mentioned vendor for the following reason(s).

SIGNATURE: Chad Raines DATE: 8/29/25

Bid No. F2024159 Annual Contract for Preventative Maintenance and Repair of Air Compressors

					Award MS Air Inc. Fort Worth, TX HUB - No Co-op - Yes	
					Total Price	$18,078.62
Line #	Location	Model	QTY	UOM	Unit	Extended
						$18,078.62
1.1	Carpenter Shop, 900 N. Commerce, Fort Worth, Texas 76106	Baldor VR7F-8	1	Per visit	$391.07	
1.2	350 W. Belknap Jail, 350 W. Belknap, Fort Worth, Texas 76102	DeVilbiss JUBN-5554	1	Per visit	$385.54	
1.3	350 W. Belknap Jail, 350 W. Belknap, Fort Worth, Texas 76102	Quincy QC05012D0031	1	Per visit	$391.07	
1.4	Corrections Center, 100 Lamar, Fort Worth, Texas 76102	Ohmeda Med Plus 6910-9008-085	1	Per visit	$385.54	
1.5	Corrections Center, 100 Lamar, Fort Worth, Texas 76102	Quincy 390	1	Per visit	$385.54	
1.6	Corrections Center, 100 Lamar, Fort Worth, Texas 76102	Speedair AGM07	1	Per visit	$385.54	
1.7	Criminal Court Building, 300 W. Belknap, Fort Worth, Texas 76102	Curtis D-96	1	Per visit	$334.37	
1.8	Criminal Court Building, 300 W. Belknap, Fort Worth, Texas 76102	Quincy Duplex	1	Per visit	$668.74	
1.9	Criminal Justice Building, 200 W. Belknap, Fort Worth, Texas 76102	Chinook (Serial #838203)	1	Per visit	$334.37	
1.10	Criminal Justice Building, 200 W. Belknap, Fort Worth, Texas 76102	Curtis D-96	1	Per visit	$334.37	
1.11	Family Law Center, 200 East Weatherford, Fort Worth, Texas 76102	General Air Products LT620100A	1	Per visit	$391.07	
1.12	Family Law Center, 200 East Weatherford, Fort Worth, Texas 76102	General Air Products OL21533AC	1	Per visit	$391.07	
1.13	Family Law Center Garage, 101 Calhoun Street, Fort Worth, Texas 76102	General Air Products OL635-50-AC	1	Per visit	$391.07	
1.14	Medical Examiner's Office, 200 Feliks Gwozdz Place, Fort Worth, Texas 76104	Atlas Copco GA18P	1	Per visit	$5,778.33	
1.15	Precinct #1, 800 E. Rendon/Crowley Rd. Burleson, Texas 76028	Challenge Air 07E85-012	1	Per visit	$385.54	
1.16	Precinct #1, 800 E. Rendon/Crowley Rd. Burleson, Texas 76028	Champion HR 10-12	1	Per visit	$385.54	
1.17	Reproduction/Recycling Center, 600 S. Sylvania, Fort Worth, Texas 76111	Ingersoll Rand SSE-E	1	Per visit	$391.07	
1.18	Tarrant County Plaza Building, 200 Taylor Street, Fort Worth, Texas 76102	General Air Products OL11016AC	1	Per visit	$385.54	
1.19	Taylor Parking Garage, 300 W. Belknap, Fort Worth, Texas 76102	Curtis Duplex D-96	1	Per visit	$771.08	

Notes: A no bid was received from Plywood Company of Fort Worth, Inc.

Bid No. F2024159 Annual Contract for Preventative Maintenance and Repair of Air Compressors

					Award MS Air Inc. Fort Worth, TX HUB - No Co-op - Yes	
					Total Price	$18,078.62
Line #	Location	Model	QTY	UOM	Unit	Extended
1.20	Tim Curry Justice Center, 400 W. Belknap, Fort Worth, Texas 76102	General Air Products LT900150B	1	Per visit	$385.54	
1.21	Tom Vandergriff Civil Courts Building, 100 N. Calhoun, Fort Worth, Texas 76102	General 0L610V00AZCT	1	Per visit	$385.54	
1.22	Resource Connection, 5051 Resource Drive, Fort Worth, Texas 76119	Champion VR5-8	1	Per visit	$385.54	
1.23	Plaza Garage, 601 W. Weatherford Street, Fort Worth, Texas 76102	GAST 6GCA-12-M616NEX	1	Per visit	$385.54	
1.24	Licensed Repair Person, Hourly Rate, 8:00 a.m. to 5:00 p.m.		22	Per hour	$115.00	
1.25	Helper, Hourly Rate, 8:00 a.m. to 5:00 p.m.		1	Per hour	$95.00	
1.26	Licensed Repair Person, Hourly Rate, 5:00 p.m. to 8:00 a.m.		1	Per hour	$172.50	
1.27	Helper, Hourly Rate, 5:00 p.m. to 8:00 a.m.		1	Per hour	$150.00	
1.28	Licensed Repair Person, Hourly Rate, Weekends and Holidays		1	Per hour	$172.50	
1.29	Helper, Hourly Rate, Weekends and Holidays		1	Per hour	$150.00	
1.30	Parts Mark-up Over Cost				30.0%	

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Bid No. F2024159, Annual Contract for Preventative Maintenance and Repair of Air Compressors – Facilities Management – MS Air Inc. – Per Unit Price, Hourly Rates, and Markup for Parts

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

   Yes _____ No √

2. Does the county action limit or restrict a real property right, even partially or temporarily?

   Yes _____ No √

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

****

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 6
Department: Purchasing	**Prepared By:** Cathy Halliburton, CPPO, CPPB, NIGP-CPP	**Approved By:** Christopher Lax, CPSM, CPSD, CPCP

SUBJECT:

Bid No. F2025142 - Annual Contract for Locksmith Services and Supplies - Facilities Management - Lock Tight Security, Inc.

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court cancel award of Sections 1, 2, and 3 for Bid No. F2025142, Annual Contract for Locksmith Services and Supplies, to Lock Tight Security Inc., and grant permission to rebid those sections with revised specifications. The award for Section 4 to Sentry Security Fasteners, Inc. and Western Detention Products, Inc is to remain unchanged.

BACKGROUND

On July 1, 2025, the Commissioners Court, through Court Order #145488, awarded Bid No. F2025142, Annual Contract for Locksmith Services and Supplies, for Facilities Management, to the following vendors:

Lock Tight Security, Inc.	Sections 1, 2, 3
Sentry Security Fasteners, Inc.	Section 4
Western Detention Products Inc.	Section 4

The term of the contract was effective from July 11, 2025, through July 10, 2026, with two (2) options for renewal periods of twelve (12) months each.

Lock Tight Security, Inc. notified Purchasing and Facilities Management that they were unwilling to comply with Section VI. Service Requests, E. Services Charges as stated in the Technical Specifications.

Purchasing provided the vendor a notice of termination on August 15, 2025.

Therefore, it is the joint recommendation of Facilities Management and Purchasing that the Commissioners Court cancel the award for Sections 1, 2, and 3 of Bid No. F2025142, Annual Contract for Locksmith Services and Supplies, to Lock Tight Security Inc. and grant permission to rebid with revised specifications.

FISCAL IMPACT

There is no fiscal impact associated with this action.

Attachments

F2025142 - Backup.pdf

TARRANT COUNTY PURCHASING DEPARTMENT
100 E. Weatherford St. #303 • Fort Worth, TX 76196 • (817) 884-1414 • (817) 884-2629 (Fax)

Melissa Lee, C.P.M., A.P.P.
Purchasing Agent

Chris Lax, CPSM, CPSD, CPCP
Assistant Purchasing Agent

August 14, 2025

Scott Cook
Lock Tight Security, Inc.
2708 Flint Court
Keller, Texas 76248

Dear Mr. Cook,

This letter serves a thirty (30) day notice that Tarrant County is exercising the Termination for Convenience clause as stated in Bid No. F2025142, Annual Contract for Locksmith Services and Supplies that went into effect on July 11, 2025. Tarrant County is exercising this right due to Lock Tight Security, Inc. refusal to abide by Section VI. Service Requests, E. Services Charges as stated in the Technical Specifications. The contract cancellation with Lock Tight Security, Inc. will be effective September 13, 2025.

As of the date of this letter, Tarrant County has received eight (8) invoices from Lock Tight Security, Inc. These invoices will be processed for payment immediately. All will be paid in full, with the exception of 18635 and 18007, which are not in compliance with the terms of the contract. All invoices yet to be received by the county will be processed according to the contract terms.

Invoice No.	Invoice Date	Total Amount on Invoice	Total Amount (Contract Compliant)
18636	7/17/2025	$1,424.13	$1,424.13
18634	7/18/2025	$535.00	$535.00
18630	7/15/2025	$237.50	$237.50
18633	7/16/2025	$228.75	$228.75
18648	7/22/2025	$222.25	$222.25
18649	7/23/2025	$219.50	$219.50
18635	7/17/2025	$232.75	$109.00
18007	7/24/2025	$182.50	$83.50

Tarrant County requests that Lock Tight Security, Inc. acknowledge in writing via e-mail to me the receipt of this letter and acknowledgement that all remaining contract activities will cease, effective September 13, 2025.

If you have any questions, I can be reached via email at cjhalliburto@tarrantcountytx.gov.

Regards,

Cathy Halliburton, MBA, CPPO, CPPB, NIGP-CPP
Senior Contract Administrator
Tarrant County Purchasing Department

Bid No. F2025142 Annual Contract for Locksmith Services and Supplies

				PRIMARY Section 1 - 3		PRIMARY Section 4		PRIMARY Section 4	
				Lock Tight Security Keller, TX HUB - No COOP - Yes		Sentry Security Fasteners, Inc. Peoria, IL HUB - No COOP - Yes		Western Detention Products, Inc. Deer Park, WA HUB - No COOP - Yes	
Item	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
Section 1: Locksmith Hourly Rates and Response Times				**Total Price**	**$42,600.00**				
1	Service Call (will apply for calls lasting one (1) hour or less; service calls that exceed one (1) hour, the service call fee will be waived, and standard labor rates will apply)	500	Hours	**$45.00**	**$22,500.00**	No Bid		No Bid	
2	Service Call - Labor Rate for Locksmith Service - Regular Hourly Rate, Monday - Friday 8:00am - 5:00 pm (billed in 1/4 hour increments after 1st hour)	100	Hours	**$165.00**	**$16,500.00**	No Bid		No Bid	
3	Service Call - Labor Rate for Locksmith Service - Overtime Hourly Rate, Monday - Friday 5:01 pm - 7:59 am (billed in 1/4 hour increments after 1st hour)	10	Hours	**$180.00**	**$1,800.00**	No Bid		No Bid	
4	Service Call - Labor Rate for Locksmith Service - Weekend and County Recognized Holidays Hourly Rate, (billed in 1/4 hour increments after 1st hour)	10	Hours	**$180.00**	**$1,800.00**	No Bid		No Bid	
Section 2: Key Duplicates				**Total Price**	**$11,487.50**				
9	Key Duplication, Single Cut	500	EA	**$4.00**	**$2,000.00**	No Bid		No Bid	
10	Key Duplication, Double Cut	250	EA	**$4.00**	**$1,000.00**	No Bid		No Bid	
11	Key Duplication, Tublar	100	EA	**$1.50**	**$150.00**	No Bid		No Bid	
12	Key Duplication, Best	50	EA	**$3.00**	**$150.00**	No Bid		No Bid	
13	Rekey/Change - Key in Knob	250	EA	**$22.50**	**$5,625.00**	No Bid		No Bid	
14	Code Cut Key	100	EA	**$20.00**	**$2,000.00**	No Bid		No Bid	
15	Master Key Cylinder Change	25	EA	**$22.50**	**$562.50**	No Bid		No Bid	
Section 3: Materials and Supplies									
16	ADAMS RITE - ELECTRONIC STRIKES, CYPHER LOCKS			**25% Markup From Cost**		No Bid		No Bid	
17	AMERICAN - PADLOCKS			**25% Markup From Cost**		No Bid		No Bid	

Bid No. F2025142 Annual Contract for Locksmith Services and Supplies

				PRIMARY Section 1 - 3		PRIMARY Section 4		SECONDARY Section 4	
				Lock Tight Security Keller, TX HUB - No COOP - Yes		Sentry Security Fasteners, Inc. Peoria, IL HUB - No COOP - Yes		Western Detention Products, Inc. Deer Park, WA HUB - No COOP - Yes	
Item	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
	Section 3: Materials and Supplies								
18	BEST - CYLINDER, LOCKS, DOOR HARDWARE, KEYS, PADLOCKS			**25% Markup From Cost**		No Bid		No Bid	
19	BLUE DOG - KEYS, KEY BLANKS			**25% Markup From Cost**		No Bid		No Bid	
20	CATERILLAR - KEYS, KEY BLANKS			**25% Markup From Cost**		No Bid		No Bid	
21	CLARK - FORK LIFT KEYS, KEY BLANKS			**25% Markup From Cost**		No Bid		No Bid	
22	CORBIN RUSSWIN - LOCKS, DOOR HARDWARE, KEYS			**25% Markup From Cost**		No Bid		No Bid	
23	FILE CABINET LOCKS AND KEYS			**25% Markup From Cost**		No Bid		No Bid	
24	GENERAL DOOR CLOSURE			**25% Markup From Cost**		No Bid		No Bid	
25	GENERAL DOOR CLOSURE, NORTON T-39			**25% Markup From Cost**		No Bid		No Bid	
26	GENERAL DOOR CLOSURE, RIXSON SHALLOW DEPTH CLOSER			**25% Markup From Cost**		No Bid		No Bid	
27	ILCO - KEY BLANKS			**25% Markup From Cost**		No Bid		No Bid	
28	JOHN DEER - KEYS, KEY BLANKS			**25% Markup From Cost**		No Bid		No Bid	
29	KNOX BOX (BOX FOR KEYS) 3200 SERIES			**25% Markup From Cost**		No Bid		No Bid	
30	KOMATSU - KEYS, KEY BLANKS			**25% Markup From Cost**		No Bid		No Bid	
31	LCN - DOOR CLOSURE			**25% Markup From Cost**		No Bid		No Bid	
32	MASTER LOCK PADLOCKS, KEYS			**25% Markup From Cost**		No Bid		No Bid	
33	MEDECO - LOCKS, CYLINDERS, DOOR HARDWARE, KEYS			**25% Markup From Cost**		No Bid		No Bid	
34	MUL-T-LOCK - CYLINDERS, LOCKS, DOOR HARDWARE, KEYS			**25% Markup From Cost**		No Bid		No Bid	
35	SARGENT - CYLINDERS, LOCKS, DOOR HARDWARE, KEYS, KEY BLANKS			**25% Markup From Cost**		No Bid		No Bid	
36	SCHLAGE - CYLINDERS, LOCKS, DOOR HARDWARE, KEYS			**25% Markup From Cost**		No Bid		No Bid	
37	SCHLAGE PRIMUS LEVEL 3 - CYLINDERS, LOCKS, DOOR HARDWARE, KEYS			**25% Markup From Cost**		No Bid		No Bid	
38	SKYTRAC - KEYS, KEY BLANKS			**25% Markup From Cost**		No Bid		No Bid	

Bid No. F2025142 Annual Contract for Locksmith Services and Supplies

				PRIMARY Section 1 - 3		PRIMARY Section 4		SECONDARY Section 4	
				Lock Tight Security Keller, TX HUB - No COOP - Yes		Sentry Security Fasteners, Inc. Peoria, IL HUB - No COOP - Yes		Western Detention Products, Inc. Deer Park, WA HUB - No COOP - Yes	
Item	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
Section 3: Materials and Supplies									
39	TAYLOR - CYLINDERS, LOCKS, DOOR HARDWARE, KEYS			**25% Markup From Cost**		No Bid		No Bid	
40	VON DUPRIN - 6100 SERIES ELECTRIC STRIKE			**25% Markup From Cost**		No Bid		No Bid	
41	VON DUPRIN - 99 CRASH BAR			**25% Markup From Cost**		No Bid		No Bid	
42	VON DUPRIN - ELECTRONIC STRIKES, CRASH BARS, DOOR HARDWARE			**25% Markup From Cost**		No Bid		No Bid	
43	YALE - CYLINDERS, LOCKS, DOOR HARDWARE, KEYS, KEY BLANKS			**25% Markup From Cost**		No Bid		No Bid	
44	MISCELLANEIOUS MATERIALS AND SUPPLIES NOT LISTED OR APPROVED EQUALS TO LISTED			**25% Markup From Cost**		No Bid		No Bid	
Section 4: Detention Center - Materials and Supplies									
45	FOLGER ADAMS - LOCKS, HARDWARE, KEYS, KEY BLANKS			No Bid		**25% Markup From Cost**		**25% Markup From Cost**	
46	SOUTHERN STEEL - LOCKS, HARDWARE, KEYS, KEY BLANKS			No Bid		**25% Markup From Cost**		**25% Markup From Cost**	
47	SOUTHERN STEEL - TUMBLER #7, TUMBLER #8			No Bid		**25% Markup From Cost**		**25% Markup From Cost**	
48	SOUTHERN FOLGER - LOCKS, RETRO LOCKS, HARDWARE, KEYS, KEY BLANKS, PARACENTRIC KEYS, MOGUL CYLINDER KEYS, SSCO MOGUL KEY, SSCO EB-39 ASSA CUT TO CODE M13			No Bid		**25% Markup From Cost**		**25% Markup From Cost**	
49	BRINKS - MOGUL CYLINDER KEYS			No Bid		**25% Markup From Cost**		**25% Markup From Cost**	
50	R.R. BRINK- LOCKING SYSTEM			No Bid		**25% Markup From Cost**		**25% Markup From Cost**	
51	DETENTION CENTER MISCELLANEIOUS MATERIAL SAND SUPPLIES NOT LISTED OR APPROVED EQUAL			No Bid		**No Bid**		**25% Markup From Cost**	

Note: No Bid received from Woodard Builders Supply, Texas Pipeline Services, Alamo Iron Works (Triple-S Steel Supply LLC), and J. Reynolds & Co., A Tecta America Company

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Bid No. F2025142 - Annual Contract for Locksmith Services and Supplies - Facilities Management - Lock Tight Security, Inc.

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

   Yes_____ No __√__

2. Does the county action limit or restrict a real property right, even partially or temporarily?

   Yes_____ No __√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

****

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 3
Department: Purchasing	**Prepared By:** Wanyu Chen	**Approved By:** Christopher Lax, CPSM, CPSD, CPCP

SUBJECT:

Contract Cancellation - QuidelOrtho Corporation for Savanna Placement Agreement - Public Health

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve contract cancellation with QuidelOrtho Corporation for Savanna Placement Agreement, for Public Health.

BACKGROUND

On February 19, 2025, through Court Order #144787, the Commissioners Court approved Savanna Placement Agreement, for Public Health, with QuidelOrtho Corporation.

After approval, on August 13, 2025, QuidelOrtho Corporation notified Public Health North Texas Regional Laboratory (NTRL) that they had discontinued further development of the Savanna platform, prior to delivery of the instrument to NTRL.

This agreement was intended to provide the NTRL with the use of a proprietary Savanna instrument at no cost, in exchange for the purchase of consumable testing products through an authorized distributor, with a minimum purchase obligation.

FISCAL IMPACT

There were no expenses for the last twelve (12) months.

Attachments

Savanna Agreement Backup.pdf

August 13, 2025

Discontinuation of Savanna® Platform

Dear Valued Customer,

Recently QuidelOrtho™ announced a strategic refocus of our molecular diagnostics approach reflecting evolving market conditions. As part of this shift, and after a thorough and thoughtful review, we have made the difficult decision to discontinue Savanna® platform development.

We remain committed to providing our customers with the highest quality products and service and apologize for any impacts this platform discontinuation may cause. While this news is still very fresh, we wanted to communicate at this point our intention to work closely with customers and partners to facilitate as smooth a transition as possible. Further details around the phased Savanna wind down will be provided as soon as plans and timelines are established.

Please be assured we will continue to support current Savanna customers during this transition. To ease the transition away from the platform, we will be implementing a "last time buy period" through May 31, 2026. Prior to that date, please coordinate with your QuidelOrtho Representative to place final product orders and confirm shipping schedules to accommodate your needs. We will continue to provide customer support through the associated expiration date of any purchased product.

In the meantime, please feel free to contact your QuidelOrtho Representative with any questions.

Sincerely,

Jim Baldrica

Sr. Director, Global Product Management, Molecular Business Unit

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Quidel Corporation (Quidel) and Ortho Clinical Diagnostics (Ortho), wholly owned subsidiaries of QuidelOrtho Corporation, are transitioning to our new logo and brand. Due to legal and regulatory requirements for diagnostic products, you may continue to see the names and brands of Quidel and Ortho in addition to QuidelOrtho on our packaging, contracts, and marketing materials.

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Contract Cancellation - QuidelOrtho Corporation for Savanna Placement Agreement - Public Health

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

   Yes_____ No__√__

2. Does the county action limit or restrict a real property right, even partially or temporarily?

   Yes_____ No__√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

****

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 3
Department: Purchasing	**Prepared By:** Niki Jones	**Approved By:** Christopher Lax, CPSM, CPSD, CPCP

SUBJECT:

Approval for Reimbursement - Buy Board #773-25 - Law Enforcement Uniform - Constable Precinct 7 - Galls Parent Holdings LLC

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve reimbursement payment for the purchase of a Law Enforcement Uniform, for Constable Precinct 7, from Galls Parent Holdings LLC, to Sherri Pierce for $357.34.

BACKGROUND

On July 1, 2025, through Court Order #145521, the Commissioners Court approved the use of cooperative BuyBoard Contract #773-25, Countywide, for the purchase of uniforms and accessories.

A Constable Precinct 7 employee purchased a uniform from the vendor without going through the purchase order and requisition process.

The department has been advised that a purchase order is required for the purchase of uniforms. In a letter sent August 21, 2025, the vendor has been advised to not fill orders without first receiving a purchase order.

FISCAL IMPACT

Funding in the amount of $357.34 is available in account 10000-2025 General Fund/2270100000 Precinct 7/522041 Clothing.

Attachments

CC Backup 091625.pdf

GALLS

29938691

Customer Copy
Galls Grand Prairie Retail Shw
1630 111th Street
GRAND PRAIRIE, TX 75050
Phone: 972-660-8433

Sold To:1002020304
TARRANT COUNTY CONSTABLE PCT 7
100 E WEATHERFORD SUITE 506
FORT WORTH, TX 76196
BUYBOARD CONTRACT# 670-22

Ship To:
GPR - Grand Prairie Retail
1630 111th Street
GRAND PRAIRIE, TX 75050
BUYBOARD CONTRACT# 670-22

Date..... :07/17/2025 11:31:38
Order Number:29938691
Source.....:GEN
Register....:GRAND PRAIRIE RETAIL 2
PO Number...:SHERRI PIERCE IN STORE

Loc	Qty	SKU/Description		Selling Price	Amount
GPR	1	TR2266 BLK 10 OB WOMENS FLEXRS COVERT TACTICAL PANTS		90.13	90.13
GPR	1	HEM01 HEMMING RTUT:ALT-TH		4.99	4.99
GPR	1	SH3610 BLK LG REG WOMENS FLEX RS SS BASE SHIRT		64.38	64.38
GPR	1	CE200 CUSTOMER SUPPLIED EMBLEM-GENERIC		2.99	2.99
GPR	1	CE200 CUSTOMER SUPPLIED EMBLEM-GENERIC		2.99	2.99
GPR	1	CE200 CUSTOMER SUPPLIED EMBLEM-GENERIC		2.99	2.99
GPR	1	FT1115 BLK 7.5 M SALOMON - XA FORCES MID GTX		188.87	188.87

Sub Total: 357.34
Tax:
Shipping:
Total: 357.34

Type	Type Information	Amount	Approval Code
Credit Card	**********2000	357.34	

Sherri Pierce

Signature_____

Amount Tendered:
Change Due:

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Approval for reimbursement – Buy Board 773-25 - Law Enforcement Uniform - Constable Precinct 7 - Galls Parent Holdings LLC

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

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Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

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If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

****

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 4
Department: Purchasing	**Prepared By:** Melissa Lee, C.P.M., A.P.P.	**Approved By:** Christopher Lax, CPSM, CPSD, CPCP

SUBJECT:

Permission to Take Bids/RFPs

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court grant permission to take Bids/RFPs for the following:

a. **RFP for Annual Contract for Aerial Application of Pesticides for Mosquito Control**
Funding will be allocated should the emergency arise.

This contract is intended to secure a qualified and vetted vendor capable of providing aerial insecticide application services within a 24-hour notice. The purpose is to ensure Tarrant County is prepared to respond swiftly and effectively in the event of a severe mosquito outbreak requiring emergency mitigation. Although the contract has not been activated to date, it is essential to have this resource in place should the need arise. This contract will be used by Public Health and the primary contact is Bethany Hambrick.

b. **Annual Contract for Mosquito Control Pesticides and Other Products**
Estimated value - $65,000.00
Funding has been requested in the FY 2026 budget

The purpose of this contract is to ensure that proper chemicals for control measures are available to reduce disease-carrying mosquitoes in unincorporated Tarrant County. Tarrant County Vector Control utilizes multiple approaches to mitigate disease risk from different species of mosquitoes, and thus requires a variety of options to select the correct pesticides and products. This contract will be used by Public Health and the primary contact is Bethny Hambrick.

c. **RFP for Annual Contract for Staffing Augmentation Services**
Estimated value - $2,000,000.00
Funding has been requested in the FY 2026 budget.

This contract allows for the hiring of temporary personnel to support the Information Technology Department (ITD) when County employees are unavailable. Temporary staff may be used to fill roles on projects, back-fill positions, and cover long-term leaves. The positions would include Senior Lead IT Quality Assurance Analysts, Senior Lead IT Business Analysts, Senior-Lead Project Managers, Change Management Consultants/Trainers, Sytems Analysts, Senior IT Service Desk Analysts, IT Service Desk Analysts, Senior Desktop IT Support Engineers, Desktop IT Support Analysts, Part-Time IT Trainers, Senior Command Center Specialist, Senior Programmer Analysts, IT Solution Architects, and Data Architects. The contract will be used by ITD and the primary contact is Jason Kucera.

d. RFP for Annual Contract for Fleet Management Solutions
Estimated value - $759,000.00
Funding has been requested in the FY 2026 budget.

The purpose of this contract is to acquire a fleet management solution to aid in managing and tracking the County's vehicles more effectively by streamlining the maintenance, fuel, driver management, and identifying issues quicker thus helping reduce vehicle downtime and reducing optional costs. This contract will be used by Fleet Management and the primary contact is Keith Harris.

e. Annual Contract for Hair Testing Supplies and Laboratory Confirmation Testing Services
Estimated value - $100,000.00
Funding has been requested in the FY 2026 budget.

This contract aids the Community Supervision and Corrections Department (CSCD) in monitoring compliance with court-ordered substance abuse treatment programs and identifying potential defendant violations. This contract will be used by CSCD and the primary contact is Elaine Johnson.

f. Annual Contract for Medical Supplies
Estimated value - $150,000.00
Funding has been requested in the FY 2026 budget.

This contract supports fourteen (14) Public Health clinics for frequent medical supplies. This contract will be used by Public Health and the primary contact is Gary Kesling.

g. Annual Contract for Quickbase Enterprise Platform Subscription
Estimate value - $346,500.00
Funding has been requested in the FY 2026 budget.

Public Health uses Quickbase to streamline manual data collection and storage, improving efficiency and security. It supports key functions like workforce tracking, grant timesheets, inspections, and appointments, with role-based access, real-time collaboration, and audit trails for compliance. This contract will be used by Public Health and the primary contact is Amanda Campbell. This project does not require approval by the Information Technology Steering Committee.

h. Annual Contract for Window Washing Services
Estimated value - $130,480.00
Funding has been requested in the FY 2026 budget.

This contract is for washing interior and exterior windows, atriums, skylights, and high glass in lobbies, including vertical power washing when elevated. Tarrant County currently has fifty-seven (57) buildings that use this service. This contract will be used by Facilities Management and the primary contact is Joshua Palmer.

i. Annual Contract for Preventative Maintenance and Repairs of Air Compressors
Estimated value - $52,500.00
Funding has been requested in the FY 2026 budget.

The purpose of this contract is to provide for preventative maintenance, repairs, and replacement of air compressors throughout County buildings. These air compressors keep critical systems functioning, including dry fire sprinkler systems, pneumatic HVAC controls, pneumatic medical equipment, and pneumatic tools. This will be purchased by Facilities Management and the primary contact is Chad Raines.

j. **Sale of Recycled Paper for Fiscal Year 2026**
This constitutes revenue for Tarrant County.

The purpose of this contract is for the sale of recyclable paper materials gathered from Tarrant County departmental offices. In FY 2024, Tarrant County generated $121,676.00 from four (4) bids. This contract will be used by Facilities Management and the primary contact is Frank Lopez.

BACKGROUND

The above list is for goods/services to be purchased through the competitive bidding process required by Texas Local Government Code 262.002(c).

FISCAL IMPACT

There is no fiscal impact associated with this item.

Attachments

Permissions TIA.pdf

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Permission to Take Bids-RFPs

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

   Yes_____ No __√__

2. Does the county action limit or restrict a real property right, even partially or temporarily?

   Yes_____ No __√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

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TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 1
Department:	**Prepared By:** Kendal Rash, Administrative Assistant IV	**Approved By:** Kendal Rash, Administrative Assistant IV

SUBJECT:

Action Concerning Appointments to Various Boards, Commissions, Committees, or Tax Increment Finance District Boards

TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: September 16, 2025	**Court Order #:**	**Page:** 1 of 1
Department: Commissioner, Precinct 2	**Prepared By:** Alisa Simmons	**Approved By:** Alisa Simmons

SUBJECT:

Operational Impact of Tarrant County Redistricting

***** BRIEFING AGENDA *****

The Commissioners Court will receive an update on County operations following redistricting.