



**TARRANT COUNTY
COMMISSIONERS COURT
AGENDA**

Filed
Tarrant County Clerk
March 4, 2026 04:02 pm
Mary Louise Nicholson
County Clerk
By: Shay Stroik

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

Tuesday, March 10, 2026, 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/PUBLICCOMMENTFORM. COMPLETED FORMS MUST BE SUBMITTED ELECTRONICALLY BY 5:00 PM ON THE DAY BEFORE THE REGULAR POSTED MEETING. 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. PUBLIC COMMENT FOR PROCLAMATIONS, RESOLUTIONS AND PRESENTATIONS

VII. PROCLAMATIONS, RESOLUTIONS AND PRESENTATIONS

1. Employee Recognition (Judge O'Hare)
2. Memorial Resolution - Remembrance of the Honorable Gyna Mabelle Bivens (Commissioner Miles)
3. Congratulatory Resolution - Recognizing Trinity Valley School Girls Wrestling Program, Girls Field Hockey Program, and Girls Soccer Program (Commissioner Miles)
4. Certificates of Recognition - 2025-2026 Arlington Independent School District Richard Greene Scholar for Academic Achievement and Exemplifying Leadership Through Service (Commissioner Simmons)
5. Congratulatory Resolution - Recognizing the League of United Latin American Citizens District 21 of Tarrant County on its Service as Host of the 2026 LULAC National Convention and in Celebration of César Chávez Day (Commissioner Simmons)
6. Resolution - Recognizing ASEZ STAR, World Mission Society Church of God Texas and Fourteen North Texas Youths for Graffiti Removal in Arlington, Texas (Commissioner Simmons)
7. Resolution - Celebrating Women's History Month and Honoring Judge Maryellen Whitlock Hicks (Commissioner Simmons)
8. Proclamation - Recognizing Audrey Harrison and Proclaiming Audrey's Popcorn Day (Commissioner Krause)
9. Proclamation - Recognizing Captain Chris Cassidy, United States Navy (Ret.), and Proclaiming Chris Cassidy Day (Commissioner Krause)

VIII. AGENDA PUBLIC COMMENT

IX. CONSENT AGENDA

A. APPROVAL OF THE MINUTES

1. Approval of the Minutes of February 10, 2026

B. VARIOUS CLAIMS AND ADDENDUM

1. Consideration of Various Claims and Addendum

C. Administrator

1. Consideration of Payment in Lieu of Taxes Agreements with TRIPAC International, Inc. and the Letter of No Objection Regarding Foreign Trade Zone Designation

D. Archives

1. Consideration to Accept Monetary Donations from Various Individuals to the Tarrant County Archives

E. Auditor

1. Consideration to Approve the Release of and Substitution of Depository Collateral

2. Receive and File the Auditor's Report for the Review of Tax Office Ad Valorem Refunds
3. Receive and File the Auditor's Report for the Review of Financial and System Controls of the Medical Examiner's Office
4. Receive and File the Auditor's Report for the Cash and Other Remittances Controls Review, Domestic Relations Office
5. Receive and File the Tarrant County Financial Statements for the Three Months Ended December 31, 2025
6. Receive and File the Tarrant County Financial Statements for the Four Months Ended January 31, 2026

F. Budget and Risk Management

1. Consideration of Fiscal Year 2025 and Fiscal Year 2026 Appropriation Adjustments
2. Consideration to Submit a 2026 Grant Application to the Tarrant County Historical Society, Inc. to Increase Access to Historical Materials Relating to Tarrant County
3. Consideration to Submit a Grant Application in Response to the Texas Health and Human Services Commission Request for Application for the Tarrant County Public Health Community Youth Development Program
4. Consideration to Submit Fiscal Year 2025 Enhanced Collaborative Model Task Force to Combat Human Trafficking Program Grant Application and Resolution to the Department of Justice Office, Office for Victims of Crime, to Support the Tarrant County Sheriff's Office Human Trafficking Unit
5. Consideration of the Program Year 2025 Home-Delivered Meals Grant Affidavit for Meals on Wheels of Tarrant County
6. Consideration of Exceptions to Fee Schedule for Court Interpreters
7. Consideration of Risk Management Board Minutes and Recommended Claims

G. Community Development

1. Consideration of a Construction Contract between Tarrant County and Jeske Construction Company for the City of Grapevine, Texas 50th Year Community Development Block Grant Project
2. Consideration of Change Order No. 1 to the Construction Contract between Tarrant County and EGW Services for the City of Azle, Texas 50th Year Community Development Block Grant Project
3. Consideration of Change Order No. 1 to the Construction Contract between Tarrant County and Gomez Brothers Construction, Inc. for the City of Forest Hill, Texas 50th Year Community Development Block Grant Project
4. Consideration of Change Order No. 1 to the Construction Contract between Tarrant County and Gomez Brothers Construction, Inc. for the City of Watauga, Texas 50th Year Community Development Block Grant Project

H. Constable Precincts

1. Receive and File the 2025 Racial Profiling Data from the Tarrant County Constables' Offices

I. County Clerk

1. Receive and File the County Clerk's Monthly Report - January 2026

J. District Attorney

1. Consideration of a Settlement Agreement and Full, Final and Complete Release in Connection with Claims Made Against Tarrant County, Texas by Daryl Grant

K. District Clerk

1. Consideration to Authorize the Removal of Court Cost Uncollectable Amounts

L. Emergency Management

1. Consideration to Designate Tarrant County Subrecipient Agents for Access to the Texas Division of Emergency Management Grants Management System

M. Engineering Services

1. Consideration to Assist the City of Lake Worth with the Striping of Telephone Road, Charbonneau Road, Paul Meador Road, and Boat Club Road - Precinct 4
 - a) Approval of Interlocal Agreement
 - b) Approval to Begin Interlocal Agreement
2. Receive and File Meeting Attendance Roster for the North Central Texas Council of Governments Regional Transportation Council - December 2024 through December 2025
3. Receive and File Meeting Attendance Roster for the Surface Transportation Technical Committee of the North Central Texas Council of Governments Regional Transportation Council - December 2024 through December 2025

N. Facilities Management

1. Consideration of a Property Use Request from Second Court of Appeals to Use the Central Jury Room in the Tim Curry Justice Center for CPR and AED Training Provided by the American Red Cross
2. Consideration of a Property Use Request from King Street Production for Usage of Parking Lot A at the Resource Connection Campus
3. Consideration of a Temporary Reassignment of Space at the Resource Connection Campus, Building 1300, for Tarrant County Sheriff's Office Operations
4. Consideration of a Professional Services Contract with Palmetto Air & Water Balance for Professional Engineering Services Related to the Corrections Center Heating Water Boilers Replacement Project
5. Consideration of Amendment No. 2 to the Bennett Partners Architectural and Engineering Services Contract for the Tim Curry Criminal Justice Center Elevator Tower Addition Project
6. Consideration of Change Order No. 2 to the HM & MF LTD., d/b/a Muckleroy & Falls Guaranteed Maximum Price for the Tim Curry Criminal Justice Center Elevator Tower Addition Project

7. Consideration of Change Order No. 4 to the HM & MF LTD. d/b/a Muckleroy & Falls Construction Services Contract for the Plaza Garage Expansion
8. Consideration of Change Order No. 5 to the HM & MF Ltd. d/b/a Muckleroy & Falls Construction Services Contract for the Sheriff John B. York Building Renovation Project at the Resource Connection Campus

O. HIV Administration

1. Consideration of the Fiscal Year 2026-2027 Health Resources and Services Administration Ending the HIV Epidemic: A Plan for America – Ryan White HIV/AIDS Program Parts A and B Notice of Award
2. Consideration of the Fiscal Year 2026-2027 Health Resources and Services Administration Ryan White Treatment Extension Act Part A Vendor Contract with Harvesting International Ministry Center, Inc.
3. Consideration of the Fiscal Year 2026-2027 Health Resources and Services Administration Ryan White Treatment Extension Act Part A Vendor Contract with Grantee Payer Services, Inc.
4. Consideration of the Fiscal Year 2026-2027 Health Resources and Services Administration Ryan White Treatment Extension Act Part A Subrecipient Contract with AIDS Healthcare Foundation
5. Consideration of the Fiscal Year 2026-2027 Health Resources and Services Administration Ryan White Treatment Extension Act Part A Subrecipient Contract with SALVATION ARMY
6. Consideration of the Fiscal Year 2026-2027 Health Resources and Services Administration Ryan White Treatment Extension Act Part A Subrecipient Contract with Tarrant County Hospital District
7. Consideration of the Fiscal Year 2026-2027 Health Resources and Services Administration Ryan White Treatment Extension Act Part A Subrecipient Contract with Tarrant County Public Health – Preventive Medicine Clinic
8. Consideration of the Fiscal Year 2026-2027 Texas Department of State Health Services Ryan White Treatment Extension Act Part B Subrecipient Contract with AIDS Healthcare Foundation
9. Consideration of the Fiscal Year 2026-2027 Texas Department of State Health Services Ryan White Treatment Extension Act Part B Subrecipient Contract with Tarrant County Hospital District
10. Consideration of Amendment No. 2 to the Fiscal Year 2025-2026 Texas Department of State Health Services Ryan White Treatment Extension Act Part B Subrecipient Contract with Tarrant County Hospital District
11. Consideration of Amendment No. 2 to the Fiscal Year 2025-2026 Health Resources and Services Administration Ryan White Part D Subrecipient Contract with CAN Community Health, Inc.
12. Consideration of Amendment No. 3 to the Fiscal Year 2025-2026 Health Resources and Services Administration Ryan White Treatment Extension Act Part A Provider Contract with Harvesting International Ministry Center, Inc.

P. Housing Assistance Office

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

Q. Human Resources

1. Consideration of a Change to the Table of Organization - Budget and Risk Management Office
2. Consideration of a Change to the Table of Organization - County Clerk's Office
3. Consideration of a Change to the Table of Organization – Information Technology

R. Juvenile Services

1. Consideration of 2026 Memorandum of Understanding between Tarrant County, d/b/a Tarrant County Juvenile Services and Lena Pope Home, Inc. Regarding Support of the Community Resource Coordination Group Coordinator Position
2. Consideration of the Fiscal Year 2026 Contract Amendment No. 1 with Lena Pope Home, Inc. for a Police Officer at the Tarrant County Juvenile Justice Alternative Education Program

S. Law Library

1. Consideration to Accept a Monetary Donation to the Dell DeHay Law Library

T. Public Health

1. Consideration of a Tarrant County Women Infants and Children Employee to Participate in the Texas WIC Dietetic Internship Program

U. Purchasing

1. Bid No. F2026070 - Sale of Recycled Paper for 40+ Tons of Sorted White Ledger, 40+ Tons of Sorted Office Paper, and 40+ Tons of Old Corrugated Cardboard - Facilities Management - Per Unit Price
 - a) Award Recommendation
2. RFQ No. 2022-098 - Annual Contract for Professional Architectural and Engineering Services - Facilities Management - Various Vendors - Exercise Fourth and Final Option for Renewal - Same Contract Terms
 - a) Contract Renewal
3. Bid No. 2023-070 - Annual Contract for Fuel - Countywide - Various Vendors - Exercise Third and Final Option for Renewal - Same Firm Fixed Prices
 - a) Contract Renewal
4. Bid No. F2024052 - Annual Contract for Cold Milling Services - Countywide - Various Vendors - Exercise Second and Final Option for Renewal - Same Firm Fixed Prices
 - a) Contract Renewal
5. Bid No. F2024066 - Annual Contract for Cement Slurry and Cementitious Slurry Services - Countywide - Martin Marietta Materials - Exercise Second and Final Option for Renewal - Same Firm Fixed Prices
 - a) Contract Renewal

6. RFP No. F2024069 - Annual Contract for Professional Services to Prepare a Central Services Cost Allocation Plan - Auditor's Office - Various Vendors - Exercise Second Option for Renewal - Same Contract Terms
 - a) Contract Renewal
7. RFQ No. F2024081 - Annual Contract for Environmental Consulting Services - Facilities Management and Engineering Services - Various Vendors - Exercise Second and Final Option for Renewal - Same Contract Terms
 - a) Contract Renewal
8. Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture - Countywide - Exercise First Option for Renewal - Various Vendors - Same Firm Fixed Prices and Discount from List Price
 - a) Contract Renewal
9. RFQ No. F2025089 - Annual Contract for Pre-Employment Psychological Evaluation Services - Sheriff's Office - Various Vendors - Exercise First Option for Renewal - Same Contract Terms
 - a) Contract Renewal
 - b) Contract Approval
10. Bid No. F2025099 - Annual Contract for Carpet, Tile, and Miscellaneous Flooring Materials and Services - Facilities Management - Various Vendors - Exercise First Option for Renewal - Same Firm Fixed Prices and Discount From List Price
 - a) Contract Renewal
11. Bid No. F2025128 - Annual Contract for Rifles - Countywide - Various Vendors - Exercise First Option for Renewal - Same Firm Fixed Prices
 - a) Contract Renewal
12. Bid No. F2025140 - Annual Contract for Computer to Plate System and Maintenance - Reprographics Division - Ordway Corporation d/b/a Print & Finishing Solutions - Exercise First Option for Renewal - Same Firm Fixed Prices
 - a) Contract Renewal
13. Annual Contract for HSCloud Suite Application - Public Health - HS GovTech d/b/a HealthSpace USA - Exercise Second Option for Renewal - Same Contract Terms
 - a) Contract Renewal
14. BuyBoard No. 710-23 - Voter Registration and Election Management System - Elections Administration - VR Systems, Inc. -Exercise Second and Final Option for Renewal - Same Contract Terms
 - a) Contract Renewal
15. Bid No. F2024083 - Annual Contract for Roofing and Waterproofing Repair Services - Facilities Management - Jeff Eubank Roofing Co., Inc.
 - a) Acceptance of Payment Bond
16. RFP No. F2025070 - Construction Manager at Risk for Cold Springs Jail Renovation - Facilities Management- Construction Services - Steele & Freeman, Inc.
 - a) Acceptance of Payment Bond
 - b) Acceptance of Performance Bond

17. Acceptance of Rebate Check - Bid No. 2023-022 - Annual Contract for Office Supplies and Other Miscellaneous Products - Countywide - Staples Contract and Commercial, LLC
18. Affordable Housing Network, LLC - RentWatch Rent Reasonable Software - Housing Assistance Office
 - a) Sole Source Designation
 - b) Contract Approval
19. Scanner Holdings Corp, d/b/a Imaging Business Machines, LLC - Maintenance and Support ibml Equipment - Tax Office
 - a) Sole Source Designation
20. Consideration of Amendment No. 1 - Bid No. F2025044 - Annual Contract for Wrecker Service - Countywide - JDB Towing, LLC d/b/a Beard's Towing
 - a) Contract Approval
21. Consideration of Cooperative for Public Safety and Firehouse Supplies and Equipment - BuyBoard #798-26 - Sheriff's Office - Various Vendors - Per Unit Price and Discount from List Price
22. Consideration of Cooperative for Purchase and Installation of Dell Servers - #DIR-CPO-5792 - Information Technology - Thomas Gallaway Company LLC d/b/a Technogent
23. Consideration of Request for Fuel Cards - Precinct 1
24. Authorization to Submit Procurement Card Account Application Form to JPMorgan Chase Bank for Tarrant County Procurement Card - Precinct 2

V. Sheriff

1. Receive and File the 2025 Racial Profiling Data from the Tarrant County Sheriff's Office

W. Tax Assessor-Collector

1. Consideration of webDEALER License Agreements between Tarrant County, d/b/a Tarrant County Tax Assessor-Collector, and Certain Dealerships to Electronically Process Motor Vehicle Titles and Registrations
2. Consideration of Tax Office Deputizations
3. Receive and File the Transcript for Continuing Education Hours Earned by Rick Barnes, Tax Assessor-Collector

X. PUBLIC HEARINGS

1. Public Hearing - To Consider Establishing a Speed Limit of 30 MPH on Briar Road - Precinct 4
 - a) Conduct Public Hearing
 - b) Close Public Hearing
 - c) Consider Taking Action to Establish a Speed Limit

2. Public Hearing - To Consider the Draft Program Year 2026 Annual Action Plan - Community Development
 - a) Conduct Public Hearing
 - b) Close Public Hearing

XI. REPORTS AND BUSINESS

A. Administrator

1. Consideration to Adopt a Tarrant County Hospital District Budget Review and Submission Policy
2. Consideration of Out-of-State Travel Requests
3. Consideration of an Exception to the Travel Policy - Commissioner, Precinct 2
4. Consideration of an Exception to the Travel Policy - Sheriff's Office

B. District Attorney

1. Consideration and Possible Action to Approve a Contract of Legal Representation between Tarrant County and First Liberty Institute Regarding the Ten Commandments Display Outside of the 1895 Tarrant County Courthouse

C. Purchasing

1. RFP No. F2026023 - Annual Contract for Electronic Monitoring - Community Supervision and Corrections Department - Various Vendors - Per Contract Terms
 - a) Award Recommendation
2. RFP No. F2026030 - Annual Contract for Colocation Data Center Services - Countywide - CyrusOne, LLC - Per Contract Terms
 - a) Award Recommendation
 - b) Contract Approval
3. Bid No. F2026038 - Annual Contract for Uninterruptible Power Supply - Facilities Management - TD Industries, Inc. - Per Unit Price and Hourly Rates
 - a) Award Recommendation
4. Bid No. F2026039 - Purchase of Rubber Tire Pneumatic Rollers - Precincts 2, 3 and 4 - Various Vendors - Per Unit Price
 - a) Award Recommendation
5. Bid No. F2026043 - Annual Contract for Electronic Fire Alarm Inspections, Repairs, and Parts Replacement - Countywide - Various Vendors - Per Unit Price and Hourly Rates
 - a) Award Recommendation
6. Bid No. F2026045 - Annual Contract for Medical Examiner Supplies - Medical Examiner's Office - Various Vendors - Per Unit Price
 - a) Award Recommendation

7. Bid No. F2026047 - Purchase of Self-Propelled Bituminous Paver - Precinct 4 - Kirby Smith Machinery - Per Unit Price
 - a) Award Recommendation
8. Bid No. F2026048 - Purchase of Motor Grader - Precinct 3 - Holt CAT, LTD - Per Unit Price
 - a) Award Recommendation
9. Bid No. F2026049 - Annual Contract for Custom Hose and Hose Components - Countywide - Various Vendors - Per Unit Price and Discount from List Price
 - a) Award Recommendation
10. Bid No. F2026052 - Purchase of Road Reclaimer - Precinct 1 - Kirby Smith Machinery - Per Unit Price
 - a) Award Recommendation
11. Bid No. F2026056 - Annual Contract for Subscription for KnowBe4 Training - Information Technology - vCloud Tech Inc. - Per Unit Price
 - a) Award Recommendation
12. Bid No. F2026029 - Wichita Street Widening Project - Engineering Services
 - a) Reject All Bids
 - b) Permission to Rebid
13. Consideration of AIA Contract Documents Subscription - Purchasing Department
 - a) Contract Approval
14. NASPO Master Agreement No. 22PSX0021 - Addendum Number 2 - Electronic Monitoring Services - Juvenile Services - Satellite Tracking of People, LLC
 - a) Contract Extension
15. Permission to Take Bids/RFPs

XII. APPOINTMENTS TO VARIOUS BOARDS

XIII. BRIEFING

1. Briefing on the Decline of In-Custody Deaths in Tarrant County Jail Facilities

The Commissioners Court will be briefed by the Tarrant County Sheriff's Office on the decline of in-custody deaths in Tarrant County jail facilities.

2. Briefing on Tarrant County Financial Reserves

The Commissioners Court will be briefed on Tarrant County financial reserves.

3. Briefing for Consideration from Juvenile Services Regarding an Analysis of Ten-Year Detention Trends in Tarrant County Related to Determinate and Indeterminate Commitments to TJJD

The Commissioners Court will be briefed regarding an analysis of ten-year detention trends in Tarrant County related to determinate and indeterminate commitments to TJJD.

4. Briefing for Consideration from Elections Administration on Process and Procedures of Hand Counting of the Ballot from SD-9 Runoff Special Election that Occurred on January 31, 2026

The Commissioners Court will be briefed on the process and procedures of hand counting of the ballot from SD-9 runoff special election that occurred on January 31, 2026.

5. Briefing from Elections on Discrepancies in Secretary of State Reconciliation Reports preventing Voters the Ability to Vote by Mail with Ease and Causing Vote by Mail Ballots to be Rejected at a Higher Rate than Usual

The Commissioners Court will be briefed by the Elections Office on discrepancies in secretary of state reconciliation reports preventing voters the ability to vote by mail with ease and causing vote by mail ballots to be rejected at a higher rate than usual.

XIV. ANNOUNCEMENTS AND COMMENTS

XV. CLOSED MEETING

A. Pending or Contemplated Litigation

1. Brandon Walker v. Tarrant County, et al., No. 4:24-cv-245-BP
2. Elizabeth White a/n/f of I.W. – Claim

B. Advice of Counsel

1. Legal Advice Related to Hazard Pay for Certain County Employees

C. Real Estate Matters

D. Contract Deliberations

E. Personnel Matters

1. Position No. 20004787

F. Security and Cybersecurity Related Issues

G. Economic Development Prospects

1. Project Brave
2. City of Fort Worth Tax Increment Reinvestment Zone #3 and #8 Projects
3. City of Fort Worth Tax Increment Reinvestment Zone #17

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 a cybersecurity measure, policy or contract solely intended to protect a critical infrastructure facility pursuant to Section 551.0761, Texas Government Code;

(F) to deliberate the business and financial issues related to a contract being negotiated, pursuant to Section 551.0725, Texas Government Code.

(G) 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.

XVI. COMMISSIONERS COURT RECONVENED

XVII. ADJOURNMENT

Filed

Tarrant County Clerk

March 4, 2026 04:02 pm

Mary Louise Nicholson

County Clerk

By: Shay Stroik

Date Posted: March 4, 2026 04:02 pm



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #: -146496

Page: 1 of 1

Department: Human Resources

Prepared By: Jennifer Jones

Approved By: Roxie Held

SUBJECT:

Employee Recognition (Judge O'Hare)

See Attachment for Additional Information

Attachments

[Judge's Listing March 2026.pdf](#)

EMPLOYEE RECOGNITION

March 10, 2026

5 Year Employees

Elizabeth	Aguilar	Tax Office
Lisa	Allen	Criminal District Attorney
Vonte	Beard	Juvenile Services
Vivian	Bice	Sheriff's Office
Donald	Carter, Jr.	Constable 8
Santos	Castañeda	Sheriff's Office
Vera	Chen	Purchasing
Sean	Clendennen	Sheriff's Office
Damian	Garcia	Sheriff's Office
Lea	Gomez	Medical Examiner
Casey	Gonzalez	Sheriff's Office
Jeffrey	Lang	Sheriff's Office
Matthew	Reed	Sheriff's Office
Michael	Shephard	Facilities Management
Omar	Smith	Sheriff's Office
Pedro	Sosa	Facilities Management
Oniesha	Stevenson	Sheriff's Office
Triston	Tyler	Sheriff's Office
Noel	Wilson, Jr.	Sheriff's Office
Daisy	Zamora	Juvenile Services

10 Year Employees

Sharon	Anderson	Sheriff's Office
Aaron	Bailey	Sheriff's Office
Richard	Deroche	Information Technology
Miriam	Garza	Public Health
Brittanie	Holder	Sheriff's Office
Nathan	Martin	Criminal District Attorney
Victor	McGuire	Information Technology
Huey	Nguyen	Criminal District Attorney
Elaine	Silva	Justice of the Peace 3
John	Tipton, Jr.	Criminal District Attorney
Issis	Trejo	Sheriff's Office
Elizabeth	Underwood	Information Technology

15 Year Employees

Cori	Balderas
Pilar	Fraser
Lisa	McKamie-Muttiah
Michael	Pollard
Brenda	Ramirez

Department

48th District Court
Criminal Courts
HIV Administration Agency
Medical Examiner
County Clerk

20 Year Employees

Pamela	Jenkins
Horatio	White
Nicholas	Downs
Barry	Hancock
Bruce	Shelby
Daniel	Velazquez
Walter	Turnbow
Stephane	Rhodes-Reese

Department

Tax Office
Sheriff's Office
Sheriff's Office
Sheriff's Office
Constable 1
Juvenile Services
Criminal Courts
District Clerk

25 Year Employees

Michael	Falcone
Clarence	Haynes
Celeste	Hightower
Earnest	Myles

Department

Information Technology
Sheriff's Office
Sheriff's Office
Sheriff's Office

30 Year Employees

Jennie	Hoop
Roberta	Jackson
Lisa	Kissell
Bernice	Mack
William	Ybarra

Department

CSCD
District Clerk
Juvenile Services
Juvenile Services
District Clerk

35 Year Employees

James	Skiffington
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Constable 6

Total Years 740



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 1

Department: Commissioner, Precinct
1

Prepared By: Leon Polk

Approved By: Roderick Miles, Jr.

SUBJECT:

Memorial Resolution - Remembrance of the Honorable Gyna Mabelle Bivens (Commissioner Miles)

See Attachment for Additional Information

Attachments

[Gyna Bivens Resolution.pdf](#)

Memorial Resolution
The Honorable Gyna Machelles Bivens

WHEREAS, the family and friends of The Honorable Gyna Machelles Bivens were deeply saddened by her death on Monday, February 9, 2026; and

WHEREAS, the passing of Gyna Bivens took from our community an outstanding civic leader, visionary, fighter, and champion of minority, youth, and women's rights in Tarrant County; and

WHEREAS, Gyna Bivens was born in Fort Worth, Texas, graduated from Paul Laurence Dunbar High School in 1973, received a bachelor's degree from Texas Wesleyan College, and a bachelor's degree in broadcast media from North Texas State University; and

WHEREAS, Gyna Bivens, worked at KKDA-AM (Soul 73) as news anchor; KBOX-KMEZ and KRLD-AM News Radio in Dallas as assignment editor, and later served as Bureau Chief for Dallas's FOX 4 News; and

WHEREAS, Gyna Bivens' corporate career included serving as a spokesperson and municipal liaison for Oncor Electric, Public Information Manager for the City of San Antonio where she led crisis communications, and launched Texas's first municipal cable access television program; and

WHEREAS, Gyna Bivens' storied career in communications would have a profound impact on the surrounding community and in addition to her public service, she served as President and Executive Director of North Texas LEAD, a non-profit established by eight Fort Worth CEOs to advance the careers of college-degreed professionals; and

WHEREAS, Gyna Bivens served for 12 years as the representative of Fort Worth 's City Council District 5, being elected in 2013 through 2025. She earned a reputation for championing community-driven growth and equitable economic development and in 2021, Mayor Mattie Parker appointed Bivens as Mayor Pro Tem honoring her as the "Dean of the Council"; and

WHEREAS, Gyna Bivens will forever be remembered for her warmth, generosity, and unwavering dedication as she touched many lives through her kindness and compassionate spirit; and

WHEREAS, The Honorable Gyna Machelles Bivens leaves a legacy of love as she is survived by her beloved mother, Betty Joyce Bivens; brothers, Reverend Waylon Bivens, Sr. and Charles Baker, Jr.; sister, Melanie Cherice Bivens, and a host of other loving relatives and friends.

NOW, THEREFORE BE IT RESOLVED, that we, the Commissioners Court of Tarrant County, pay tribute to the memory of a Beloved and Honorable Woman, recognize the contributions she has made to the people of Tarrant County, and extend our deepest sympathy to the members of her family, her many colleagues, and friends for their great loss.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of Tarrant County to be affixed this 10th day of March 2026.

(Over Entire Court's signatures)



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:
{{customNumber.courtOrder}}

Page: 1 of 1

Department: Commissioner, Precinct
1

Prepared By: Leon Polk

Approved By: Roderick Miles, Jr.

SUBJECT:

Congratulatory Resolution - Recognizing Trinity Valley School Girls Wrestling Program, Girls Field Hockey Program, and Girls Soccer Program (Commissioner Miles)

See Attachment for Additional Information

Attachments

[Congratulatory Resolution - Recognizing Trinity Valley School Girls Wrestling Program, Girls Field Hockey Program, and Girls Soccer Program..pdf](#)

Congratulatory Resolution Trinity Valley School

WHEREAS, Trinity Valley School continues to enhance students' cognitive, physical, social, and emotional well-being through selected athletic activities and to inspire extraordinary students to become competent, competitive, and character-based athletes.

WHEREAS, Trinity Valley School and its Athletics Program has demonstrated exceptional skill, discipline, teamwork, perseverance, and sportsmanship throughout the 2025-2026 season; and

WHEREAS, Trinity Valley School Girls Wrestling Program won the 2025-2026 Texas Prep State Wrestling Championships in the 120-pound girls division, reflecting the strength of their preparation, resilience, and competitive spirit; and

WHEREAS, through hard work, dedication, and a steadfast commitment to excellence, the Trinity Valley School Girls Field Hockey Program earned the distinguished title of 2025-2026 3-A State Champions; and

WHEREAS, the Trinity Valley School Girls Soccer Program likewise exhibited outstanding athletic performance, unity, and determination by winning the 2025-2026 3-A State Championship; and

WHEREAS, these championship victories are a testament to the leadership and dedication of the coaches, the unwavering support of families and faculty, and the commitment of the student-athletes to academic and athletic excellence: and

WHEREAS, the accomplishments of Trinity Valley School's athletic program bring great pride and distinction and serve as an inspiration to fellow students and the broader Tarrant County community.

NOW, THEREFORE, BE IT RESOLVED, that we, the Commissioners Court of Tarrant County, do hereby congratulate Trinity Valley School and its Athletics Program for demonstrating the fundamentals of sportsmanship, teamwork, character, and leadership and for promoting self-respect through a comprehensive sports program in the Tarrant County community.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of Tarrant County to be affixed this 10th day of March 2026.

(Over Entire Courts' signatures)



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:
{{customNumber.courtOrder}}

Page: 1 of 1

Department: Commissioner, Precinct
2

Prepared By: Stefanye Adkins

Approved By: Stefanye Adkins

SUBJECT:

Certificates of Recognition - 2025-2026 Arlington Independent School District Richard Greene Scholar for Academic Achievement and Exemplifying Leadership Through Service (Commissioner Simmons)

See Attachment for Additional Information

Attachments

[Certificates](#)

Certificate of Recognition

Presented to

Aniyah Butler

*in recognition of being a 2025 - 2026 Arlington
Independent School District Richard Greene Scholar for
Academic Achievement and Exemplifying Leadership
Through Service at Arlington High School.*

March 10, 2026

Certificate of Recognition

Presented to

Desi Garcia

*in recognition of being a 2025 - 2026 Arlington
Independent School District Richard Greene Scholar for
Academic Achievement and Exemplifying Leadership
Through Service at Bowie High School.*

March 10, 2026

Certificate of Recognition

Presented to

Richie Suhail

*in recognition of being a 2025 - 2026 Arlington
Independent School District Richard Greene Scholar for
Academic Achievement and Exemplifying Leadership
Through Service at Lamar High School.*

March 10, 2026

Certificate of Recognition

Presented to

Josh Lugo

*in recognition of being a 2025 - 2026 Arlington
Independent School District Richard Greene Scholar for
Academic Achievement and Exemplifying Leadership
Through Service at Martin High School.*

March 10, 2026

Certificate of Recognition

Presented to

Nusi Jose

*in recognition of being a 2025 - 2026 Arlington
Independent School District Richard Greene Scholar for
Academic Achievement and Exemplifying Leadership
Through Service at Sam Houston High School.*

March 10, 2026

Certificate of Recognition

Presented to

Theo Campbell

*in recognition of being a 2025 - 2026 Arlington
Independent School District Richard Greene Scholar for
Academic Achievement and Exemplifying Leadership
Through Service at Seguin High School.*

March 10, 2026



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 1

Department: Commissioner, Precinct
2

Prepared By: Valerie Hill, Strategic
Initiatives Manager

Approved By: Alisa Simmons

SUBJECT:

**Congratulatory Resolution - Recognizing the League of United Latin American Citizens District 21 of Tarrant County on its Service as Host of the 2026 LULAC National Convention and in Celebration of César Chávez Day
(Commissioner Simmons)**

See Attachment for Additional Information

Attachments

[RESOLUTION.LULAC.DISTRICT21.March.10.2026-vh.pdf](#)

RESOLUTION

Congratulating LULAC District 21 of Tarrant County on its Selection as Host of the 2026 LULAC National Convention and in Celebration of César Chávez Day

WHEREAS, the League of United Latin American Citizens was founded in 1929 and remains the nation's oldest and largest Latino civil rights organization dedicated to advancing equality, educational opportunity, economic empowerment, civic engagement, and justice for Hispanic Americans; and

WHEREAS, LULAC District 21 of Tarrant County and its 23 individual councils has upheld this mission through decades of tireless advocacy and community service that have strengthened families and elevated voices across our county; and

WHEREAS, the observance of Cesar Chavez Day honors the life and lasting legacy of César Chávez, whose commitment to nonviolent protest, workers' rights, dignity, and social justice transformed the labor movement and inspired generations to stand for fairness and human rights; and

WHEREAS, the principles championed by César Chávez, which include respect for human dignity, sacrifice for justice, and unwavering faith in the power of community, mirror the values lived daily by LULAC District 21 and its Councils in Tarrant County; and

WHEREAS, through voter education initiatives, citizenship workshops, youth councils, health fairs, small business advocacy, and public policy engagement, LULAC District 21 and its 23 Councils continue the proud tradition of civic participation and empowerment that leaders like Cesar Chavez helped advance; and

WHEREAS, on June 17–26, 2026, LULAC District 21 will host the 2026 LULAC National Convention in Fort Worth and this selection as host reflects its exemplary leadership and showcases Tarrant County as a place where diversity is celebrated, dialogue is encouraged, and opportunity is pursued for all; and

WHEREAS, hosting this national gathering further honors the spirit of unity and collective progress embodied by César Chávez and reinforced through LULAC's historic and ongoing work;

NOW, THEREFORE, BE IT RESOLVED, that we, the Commissioners Court of Tarrant County, do hereby congratulate LULAC District 21 of Tarrant County on its selection as host of the 2026 LULAC National Convention and join in celebration with them of César Chávez Day.

In Witness Whereof, we have hereunto set our hands and caused the seal of Tarrant County to be affixed this 10th day of March 2026.



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 1

Department: Commissioner, Precinct
2

Prepared By: Stefanye Adkins

Approved By: Alisa Simmons

SUBJECT:

Resolution - Recognizing ASEZ STAR, World Mission Society Church of God Texas and Fourteen North Texas Youths for Graffiti Removal in Arlington, Texas (Commissioner Simmons)

See Attachment for Additional Information

Attachments

[Resolution](#)

RESOLUTION

Recognizing **ASEZ STAR, World Mission Society Church of God Texas**
and 14 North Texas Youths for Graffiti Removal in Arlington, Texas

WHEREAS, Tarrant County is home to dedicated youths who actively contribute to the safety, beauty, and well-being of our local neighborhoods; and

WHEREAS, on November 9, 2025, 14 middle and high school student volunteers from ASEZ STAR (Save the Earth from A to Z) and the World Mission Society Church of God Texas partnered with the City of Arlington's Public Works Stormwater Management team for a significant community service project; and

WHEREAS, these diligent young volunteers dedicated more than 5,000 hours of time removing graffiti and litter along New York Avenue near Mayfield Road in Arlington, Texas, directly addressing issues of vandalism and environmental care in Precinct 2; and

WHEREAS, these middle and high school students learned character by beautifying parks and restoring the environment and learned leadership by collaborating with local government, schools, and community organizations. They learned such selfless acts often foster a sense of civic pride, reduce crime through urban beautification, and inspire others to take ownership of their community; and

WHEREAS, this service demonstrated by ASEZ STAR and the World Mission Society Church of God exemplify the spirit of community partnership that is important for cities and counties to grow and thrive.

NOW, THEREFORE, BE IT RESOLVED, that we, the Commissioners Court of Tarrant County, do hereby celebrate these students for their hard work and dedication to making Tarrant County a cleaner and safer place for all residents and we commend ASEZ STAR and World Mission Society Church of God Texas for leading these young people to serve and to successfully complete the New York Avenue graffiti removal project.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of Tarrant County to be affixed this 10th day of March 2026



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 1

Department: Commissioner, Precinct
2

Prepared By: Valerie Hill, Strategic
Initiatives Manager

Approved By: Alisa Simmons

SUBJECT:

Resolution - Celebrating Women's History Month and Honoring Judge Maryellen Whitlock Hicks (Commissioner Simmons)

See Attachment for Additional Information

Attachments

[RESOLUTION.REVISED.WOMENS.HISTORY.MONTH.Maryellen.Hicks.2026 \(002\).pdf](#)

*Resolution Celebrating Women's History Month 2026
And Honoring Judge Maryellen Whitlock Hicks*

WHEREAS, *Women's History Month honors the successes and sacrifices of U.S. women; and the recognition traces its roots to 1909, when New York City recognized the nation's first Women's Day celebration; and*

WHEREAS, *the Honorable Judge Maryellen Whitlock Hicks, has devoted her distinguished legal career to the pursuit of justice and equality and to the faithful application of the law; and she has left an indelible mark on Tarrant County, the State of Texas, and the legal profession; and*

WHEREAS, *in 1974, Judge Hicks became the first licensed African American woman attorney in Tarrant County and first woman ever to serve as Municipal Court Judge and Chief Municipal Court Judge for the City of Fort Worth; and*

WHEREAS, *Judge Hicks is a pioneering Texas jurist who became the first African American and first woman to serve as a justice on the Texas Second Court of Appeals, appointed by Governor Ann Richards in 1992; and*

WHEREAS, *throughout her career, Judge Hicks differentiated herself as a mentor and a champion for younger lawyers, and she continues to inspire generations of attorneys to uphold justice, advance equity, serve their communities, and to become future law leaders themselves.*

NOW, THEREFORE, BE IT RESOLVED, *that the Tarrant County Commissioners' Court hereby recognizes Women's History Month and celebrates Judge Maryellen Whitlock Hicks for her groundbreaking achievements, community service, and lasting contributions to the legal community and to Tarrant County.*

IN WITNESS WHEREOF, *we have hereunto set our hands and caused the seal of Tarrant County to be affixed this 10th day of March 2026.*



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 1

Department: Commissioner, Precinct
3

Prepared By: Mikael Garcia

Approved By: Matt Krause

SUBJECT:

Proclamation - Recognizing Audrey Harrison and Proclaiming Audrey's Popcorn Day (Commissioner Krause)

See Attachment for Additional Information

Attachments

[Audrey Harrison MG Edits.pdf](#)

PROCLAMATION
Audrey's Popcorn Day

WHEREAS, Audrey Harrison, founder and owner of Audrey's Popcorn, has distinguished herself as an exemplary entrepreneur whose dedication, creativity, and commitment to excellence have made her business a beloved staple in Tarrant County; and

WHEREAS, Audrey's Popcorn has grown from a small local venture into a thriving enterprise known for its exceptional quality, innovative flavors, and warm, community-centered service, reflecting the very best of Tarrant County's small-business spirit; and

WHEREAS, Audrey Harrison has consistently demonstrated a deep commitment to supporting her community by contributing to local events, youth programs, nonprofit initiatives, and charitable causes, embodying the values of generosity, service, and civic pride; and

WHEREAS, her leadership and entrepreneurial success serve as an inspiration to fellow business owners, young people, and all who aspire to build something meaningful through hard work, perseverance, and vision; and

WHEREAS, Audrey's Popcorn has become more than a business—it is a source of joy, connection, and local pride, enriching the cultural and economic vitality of Tarrant County; and

WHEREAS, the Tarrant County Commissioners Court recognizes the importance of celebrating individuals whose contributions strengthen our communities and reflect the values that make Tarrant County a remarkable place to live, work, and serve.

NOW, THEREFORE, BE IT RESOLVED THAT the Tarrant County Commissioners Court, acting through Commissioner Matt Krause, does hereby honor Audrey Harrison for her outstanding achievements, her entrepreneurial excellence, and her meaningful contributions to the people of Tarrant County; and

BE IT FURTHER RESOLVED that the Tarrant County Commissioners Court proudly proclaims March 10, 2026, as Audrey's Popcorn Day in Tarrant County, Texas, and encourages all residents to join in celebrating the positive impact of Audrey Harrison and her continued service to our community.



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:
{{customNumber.courtOrder}}

Page: 1 of 1

Department: Commissioner, Precinct
3

Prepared By: Mikael Garcia

Approved By: Matt Krause

SUBJECT:

**Proclamation - Recognizing Captain Chris Cassidy, United States Navy (Ret.), and Proclaiming Chris Cassidy Day
(Commissioner Krause)**

See Attachment for Additional Information

Attachments

[Chris Cassidy v. 2 MG Edits.pdf](#)

PROCLAMATION
Chris Cassidy Day

WHEREAS, Captain Chris Cassidy, United States Navy (Ret.), was born in Salem, Massachusetts, and raised in Arlington, Texas, where he graduated from Highland Park High School and went on to become one of the nation's most distinguished military officers and astronauts; and

WHEREAS, Chris Cassidy served with exceptional valor as a U.S. Navy SEAL, completing multiple deployments in Afghanistan and the Mediterranean, earning the Bronze Star with Valor and the Presidential Unit Citation, and demonstrating unwavering courage in defense of the United States; and

WHEREAS, Chris Cassidy was selected by NASA as an astronaut, beginning a remarkable career that would place him among the most accomplished space explorers of his generation; and

WHEREAS, Captain Cassidy flew on three space missions—STS-127, Expedition 35, and Expedition 63—accumulating 378 days in space, conducting ten spacewalks, and contributing significantly to scientific research, international cooperation, and the advancement of human spaceflight; and

WHEREAS, during his service on the International Space Station, Chris Cassidy held key leadership roles, including Chief of the Astronaut Office and Commander of the ISS, exemplifying professionalism, teamwork, and dedication to the mission of exploration; and

WHEREAS, Chris Cassidy has remained deeply committed to public service and education, inspiring students across Texas and the nation through his work with the National Medal of Honor Museum Foundation, STEM outreach, and his continued advocacy for character, leadership, and civic responsibility; and

WHEREAS, in his role as President and CEO of the National Medal of Honor Museum Foundation, Chris Cassidy provided transformative leadership in bringing the National Medal of Honor Museum and Memorial to life in Arlington, helping guide the nearly \$300 million project from concept to construction, elevating national awareness, and championing a mission that preserves the stories of America's greatest heroes while inspiring future generations; and

WHEREAS, the Commissioner's Court of Tarrant County proudly recognizes Chris Cassidy as an outstanding son of Texas whose achievements reflect the highest ideals of service, exploration, and human potential; and

WHEREAS, his legacy continues to inspire future generations of scientists, engineers, military service members, and young Texans who dare to dream boldly and reach for the stars.

NOW, THEREFORE, BE IT RESOLVED that the Tarrant County Commissioners Court does hereby proclaim March 10, 2026, as "Chris Cassidy Day" in Tarrant County, Texas, and encourage all residents to join in honoring his extraordinary impact on Tarrant County, the State of Texas, and the United States of America.



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 22

Department: County Clerk

Prepared By: Shay Stroik

Approved By: Shay Stroik

SUBJECT:

Approval of the Minutes of February 10, 2026

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

See Attachment for Additional Information.

Attachments

[Minutes - February 10, 2026.pdf](#)



MINUTES

TARRANT COUNTY COMMISSIONERS COURT

Minutes of the Commissioners Court, Regular Term - REGULAR MEETING
Tuesday, February 10, 2026, 10:00 AM

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

On Tuesday, February 10, 2026, 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 Yvonne Torres, when the following orders were made.

II. INVOCATION

Invocation given by Pastor Ja Davis with Senior Ministries.

III. PLEDGES OF ALLEGIANCE TO THE UNITED STATES OF AMERICA

IV. AGENDA ANNOUNCEMENTS

Item F. 5. was held.

Items B.1., C.2., D.1., D.5., E.1., G.2., G.3., I.10., I.12., J.1., J.2., and O.1. were pulled from the Consent Agenda.

V. COMMISSIONERS COURT ANNOUNCEMENTS

Judge O'Hare spoke on the passing of former Fort Worth City Council member and Mayor Pro Tem Gyna Bivens.

Commissioner Miles also spoke on the passing of Gyna Bivens and asked to close today's court in her memory. He thanked the Tarrant County essential employees who worked during the frigid weather. He reminded everyone of the Prostate Screening Event on February 28th from 9 AM to 2 PM at the Moncrief Cancer Institute. He also spoke on celebrating Black History Month.

Commissioner Simmons also spoke on the passing of Gyna Bivens. She invited everyone to attend the 3rd annual Kidney Wellness and Health Expo from 10 AM to 2 PM on Saturday March the 14th. She thanked the Tarrant County essential employees who worked during the frigid weather. She also reminded everyone that this month is the 100th anniversary of Black History Month.

Commissioner Krause also spoke on the passing of Gyna Bivens. He also thanked everyone who helped with the Ten Commandments Dedication ceremony. He thanked Commissioner Ramirez and staff for the Tarrant County Salute to Veterans event.

Commissioner Ramirez also spoke on the passing of Gyna Bivens. He also thanked everyone who helped with the 3rd annual Tarrant County Salute to Veterans event.

VI. PROCLAMATIONS, RESOLUTIONS AND PRESENTATIONS

(Court Order Number: 146615) 1. Employee Recognition (Judge O'Hare)

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

(Court Order Number: 146616) 2. Proclamation - Covenant Christian Academy Cheerleading Team (Commissioner Krause)

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

(Court Order Number: 146617) 3. Proclamation - All Saints Episcopal School Football (Commissioner Ramirez)

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

(Court Order Number: 146618) 4. Proclamation - All Saints Episcopal School Field Hockey (Commissioner Ramirez)

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

(Court Order Number: 146619) 5. Proclamation - All Saints Episcopal School Volleyball (Commissioner Ramirez)

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

VII. CONSENT AGENDA

Motion to Approve Consent Agenda as amended made by Matt Krause and seconded by Alisa Simmons passing 5-0-0-0-0

The court recessed from 11:00 AM to 11:11 AM.

A. APPROVAL OF THE MINUTES

(Court Order Number: 146620) 1. Approval of the Minutes of January 13, 2026

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

B. Administrator

(Court Order Number: 146703) 1. Consideration of an Interlocal Agreement between Tarrant County and the State of Texas Office of Court Administration for Security Services

This item was pulled from the consent agenda.

One public participant spoke on this item.

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

(Court Order Number: 146621) 2. Consideration of Payment in Lieu of Taxes Agreements with Applied Materials and Letter of No Objection Regarding Foreign Trade Zone Designation

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

(Court Order Number: 146622) 3. Consideration of First Amendment to the Tax Abatement Agreement between Tarrant County, Carter Park East Phase 1, LLC and Siemens Industry, Inc.

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

C. Auditor

(Court Order Number: 146738) 1. Consideration to Remove Assets from the County's Asset Management System

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

(Court Order Number: 146704) 2. Receive and File the Auditor's Report for County Asset Inventory

This item was pulled from the consent agenda.

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

(Court Order Number: 146623) 3. Receive and File the Auditor's Report for the Cash and Other Remittances Controls Review, Public Health

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

(Court Order Number: 146624) 4. Receive and File the Auditor's Report for the Cash and Other Remittances Controls Review, Tax Office

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

(Court Order Number: 146625) 5. Receive and File the Auditor's Report for the Review of the Registry of the Court Accounts Held by the District Clerk as of September 30, 2025

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

(Court Order Number: 146626) 6. Receive and File the Quarterly Investment Report Ended December 31, 2025

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

(Court Order Number: 146627) 7. Receive and File Written Report of Finances for Fiscal Year 2025 Under Health & Safety Code Section 775.036 from Tarrant County Emergency Services District No. 1

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

(Court Order Number: 146628) 8. Consideration to Approve the Release of Depository Collateral

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

D. Budget and Risk Management

(Court Order Number: 146705) 1. Consideration of Fiscal Year 2025 and 2026 Appropriation Adjustments

This item was pulled from the consent agenda.

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

(Court Order Number: 146629) 2. Consideration of the Public Health Fiscal Year 2026 Fee Schedule

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

(Court Order Number: 146630) 3. Consideration of Interim Funding for the Health Resources and Services Administration Ryan White Treatment Extension Act Part A Subrecipient Contract with Tarrant County Public Health Preventive Medicine Clinic

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

(Court Order Number: 146631) 4. Consideration to Submit a Grant Application to the Texas Health and Human Services Commission for the Tarrant County Public Health Nurse-Family Partnership Program

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

(Court Order Number: 146706) 5. Consideration to Submit the Fiscal Year 2027 Peace Officer Mental Health Program Grant Application and Resolution to the Office of the Governor for the Tarrant County Sheriff's Office

This item was pulled from the consent agenda.

One public participant spoke on this item.

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

(Court Order Number: 146632) 6. Consideration to Submit the Fiscal Year 2027 State Testing of Forensic Evidence Grant Program Application and Resolution to the Office of the Governor, Criminal Justice Division, for Genetic Genealogical DNA Analysis Performed by the Tarrant County Medical Examiner's Office

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

(Court Order Number: 146633) 7. Consideration to Submit the Fiscal Year 2027 State Testing of Forensic Evidence Grant Program Application and Resolution to the Office of the Governor, Criminal Justice Division, to Support Forensic Testing for the District Attorney's Office

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

(Court Order Number: 146634) 8. Consideration of a Grant Award from the U.S. Department of Housing and Urban Development for Fiscal Year 2025 Family Self-Sufficiency Coordinator Position Funding

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

(Court Order Number: 146635) 9. Consideration of Exceptions to Fee Schedule for Court Interpreters

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

(Court Order Number: 146636) 10. Consideration of a Release for Property Damage for Full and Final Settlement of a Claim

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

(Court Order Number: 146637) 11. Consideration of Risk Management Board Minutes and Recommended Claims

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

E. Community Development

(Court Order Number: 146707) 1. Request for Public Hearing - Tuesday, March 10, 2026, at 10:00 AM - To Consider the Draft Program Year 2026 Annual Action Plan

This item was pulled from the consent agenda.

Motion to Approve made by Manny Ramirez and seconded by Alisa Simmons passing 5-0-0-0-0

(Court Order Number: 146638) 2. Consideration of a HOME Investment Partnerships Program Funding Agreement between Tarrant County and Housing Channel for Eligible Project Costs

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

F. County Clerk

(Court Order Number: 146639) 1. Receive and File the County Clerk's Monthly Report - December 2025

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

G. District Attorney

(Court Order Number: 146640) 1. Consideration to Submit a Court-Approved Claim Form for the Discover Card Merchant Settlement Class Action

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

(Court Order Number: 146708) 2. Consideration to Approve the Settlement Agreement and Full, Final and Complete Release in Connection with a Suit Filed Against Tarrant County, Texas by Ken-Do Contracting LP

This item was pulled from the consent agenda.

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

(Court Order Number: 146709) 3. Consideration of an Amendment to the Contract between Tarrant County and the Texas Workforce Commission for Online Access to the Information Contained in the Unemployment Insurance and Wage Records

This item was pulled from the consent agenda.

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

H. Engineering Services

(Court Order Number: 146641) 1. Request for Public Hearing - Tuesday, March 10, 2026, 10:00 A.M. - To Consider Establishing a Speed Limit of 30 MPH on Briar Road - Precinct 4

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

(Court Order Number: 146642) 2. Consideration of a Temporary Access Agreement between Tarrant County and Oncor Electric Delivery Company, LLC

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

(Court Order Number: 146643) 3. Consideration of Amendment No. 1 to the Interlocal Agreement with the City of Grand Prairie Related to the North Great Southwest Parkway, Phase II Project - 2006 & 2021 Transportation Bond Program

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

I. Facilities Management

(Court Order Number: 146644) 1. Consideration of a Building Renovation for the 9th Floor of the Tim Curry Criminal Justice Center

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

(Court Order Number: 146645) 2. Consideration of a Location Agreement with King Street Productions, Inc. for Filming in the 1895 Courthouse

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

(Court Order Number: 146646) 3. Consideration of a Property Use Request from the Texas Department of Family and Protective Services to Use the Community Room in the Subcourthouse in Arlington for Staff Training and Meetings

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

(Court Order Number: 146647) 4. Consideration of a Property Use Request from the Texas Department of Child and Protective Investigations to Use the Community Room in the Subcourthouse in Arlington for Supervisor Meetings

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

(Court Order Number: 146648) 5. Consideration of a Property Use Request from Justice of the Peace, Precinct 7 to Use the Subcourthouse at Mansfield to Conduct Weekend Weddings

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

(Court Order Number: 146649) 6. Consideration of a Professional Services Contract for Engineering Services with Baird, Hampton and Brown for the 350 Building Chiller Replacement Project

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

(Court Order Number: 146650) 7. Consideration of a Professional Services Contract for Electrical Engineering Services with Baird, Hampton and Brown for the Medical Examiner's Office Halogen Bulb Light Fixtures Replacement Project

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

(Court Order Number: 146651) 8. Consideration of a Professional Services Contract for Architectural Design Services with Bennett Partners for the Taylor Parking Garage Elevator Modernization Project

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

(Court Order Number: 146652) 9. Consideration of a Professional Services Contract for Architectural Design Services with Bennett Partners for the Tim Curry Criminal Justice Center Elevator Modernization Project

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

(Court Order Number: 146710) 10. Consideration of Amendment No. 1 to the Professional Services Contract with Komatsu Architecture for the Cold Springs Jail Renovation Project

This item was pulled from the consent agenda.

Two public participants spoke on this item.

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

(Court Order Number: 146653) 11. Consideration of Amendment No. 1 to the Professional Services Contract with Palmetto Air and Water Balance for the Public Health Building Biosafety Level 3 Laboratory Upgrade Project to Accept Performance and Payment Bonds

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

(Court Order Number: 146711) 12. Consideration of Amendment No. 2 to the Professional Services Contract with Komatsu Architecture for the Sheriff John B. York Building Renovation Project at Resource Connection

This item was pulled from the consent agenda.

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

(Court Order Number: 146654) 13. Consideration of Change Order No. 3 to the HM & MF LTD., d/b/a Muckleroy & Falls Construction Services Contract for the Plaza Garage Expansion Project

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

(Court Order Number: 146655) 14. Consideration of Change Order No. 6 to the Northridge Construction Group Construction Services Contract for the 350 West Belknap Building Remodel of Floors 1 Through 4
Motion to Approve made by Matt Krause and seconded by Alisa Simmons passing 5-0-0-0-0

J. HIV Administration

(Court Order Number: 146712) 1. Consideration of Interim Funding for Fiscal Year 2026-2027 Health Resources and Services Administration Ending the HIV Epidemic: A Plan for America – Ryan White HIV/AIDS Program Parts A and B Grant

This item was pulled from the consent agenda.

One public participant spoke on this item.

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

(Court Order Number: 146713) 2. Consideration to Submit the Fiscal Year 2026-2027 Texas Department of State Health Services Housing Opportunities for Persons with AIDS Grant Renewal Application

This item was pulled from the consent agenda.

One public participant spoke on this item.

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

(Court Order Number: 146656) 3. Consideration of the Fiscal Year 2026-2027 Health Resources and Services Administration Ryan White Treatment Extension Act Part A Notice of Award

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

(Court Order Number: 146657) 4. Consideration of the Fiscal Year 2026 Health Resources and Services Administration Ryan White Treatment Extension Act Part C Subrecipient Contract Renewal with CAN Community Health Inc.

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

(Court Order Number: 146658) 5. Consideration of Amendment No. 4 to the Fiscal Year 2025-2026 Health Resources and Services Administration Ryan White Treatment Extension Act Part A Subrecipient Contract with AIDS Healthcare Foundation

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

(Court Order Number: 146659) 6. Consideration of Amendment No. 4 to the Fiscal Year 2025-2026 Health Resources and Services Administration Ryan White Treatment Extension Act Part A Subrecipient Contract with Tarrant County Hospital District

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

(Court Order Number: 146660) 7. Consideration of Amendment No. 4 to Fiscal Year 2025-2026 Health Resources and Services Administration Ryan White Treatment Extension Act Part A Subrecipient Contract with Tarrant County Public Health – Preventive Medicine Clinic

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

(Court Order Number: 146661) 8. Consideration of Amendment No. 5 to the Fiscal Year 2026-2027 Texas Department of State Health Services Ryan White Treatment Extension Act Part B HIV Services Grant Contract

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

(Court Order Number: 146662) 9. Consideration of Amendment No. 2 to the Fiscal Year 2025-2026 Health Resources and Services Administration Ryan White Part D Notice of Award

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

K. Human Resources

(Court Order Number: 146663) 1. Consideration of Revisions to the Salary Administration Guidelines

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

(Court Order Number: 146664) 2. Receive and File the Personnel Agenda

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

L. Public Health

(Court Order Number: 146665) 1. Consideration of a Release and Settlement Agreement with Texas Health and Human Services Commission to Obtain Reimbursement for Medicaid Administrative Claim Program Services Provided During the Federal Fiscal Year 2024 Fourth Quarter

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

(Court Order Number: 146666) 2. Consideration of an eClinicalWorks Work Order for Professional Services to Develop an Interface between the Laboratory Management Information System and the eClinicalWorks Electronic Health Record System

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

(Court Order Number: 146667) 3. Consideration of an Addendum to the eClinicalWorks Agreement to Remove One Provider's Access to the Cloud-Based Electronic Health Records System

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

(Court Order Number: 146668) 4. Consideration of Amendment No. 1 to the Department of State Health Services Healthy Texas Mothers and Babies Grant Contract

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

(Court Order Number: 146669) 5. Consideration of Amendment No. 7 to the Texas Department of State Health Services Sexually Transmitted Disease/Human Immunodeficiency Virus - Disease Intervention Specialists Grant Contract

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

M. Purchasing

(Court Order Number: 146670) 1. Bid No. 2023-084 - Annual Contract for Vending Services - Facilities Management - Exercise Second Option for Renewal - Compass Group USA, Inc. by and through Canteen Vending - Same Per Unit Price and Commission Rate

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

(Court Order Number: 146671) 2. RFP No. 2023-133 - Annual Contract for RFID Tracking Solution for Morgue Services - Medical Examiner's Office - Superior Information Technologies, LLC d/b/a Anantics - Exercise Second and Final Option for Renewal - Same Contract Terms

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

(Court Order Number: 146672) 3. RFP No. F2024037 - Annual Contract for Disaster Debris Monitoring and Consulting Services

- Emergency Management - Various Vendors - Exercise Second and Final Option for Renewal - Same Contract Terms

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

(Court Order Number: 146673) 4. Bid No. F2024045 - Annual Contract for Asphalt Crack Sealer - Countywide - Crafcoc, Inc. - Exercise Second and Final Option for Renewal - Same Firm Fixed Prices

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

(Court Order Number: 146674) 5. Bid No. F2024101 - Annual Contract for Pump and Motor Inspection, Repair, and Replacement Services - Facilities Management - Various Vendors - Exercise Second and Final Option for Renewal - Same Hourly Rates and Markup for Parts

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

(Court Order Number: 146675) 6. Bid No. F2025060 - Annual Contract for Modular Furniture and Movable/Demountable Walls

- Countywide - Exercise First Option for Renewal - Various Vendors - Same Firm Fixed Prices and Discount from List Price

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

(Court Order Number: 146676) 7. Bid No. F2025069 - Annual Contract for Toner and Maintenance Supplies for Printers and Copier Machines - Countywide - Various Vendors - Exercise First Option for Renewal - Same Firm Fixed Prices and Discount from List Price

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

(Court Order Number: 146677) 8. Bid No. F2025074 - Annual Contract for Autopsy Saws and Control Boxes - Medical Examiner's Office - DeSoutter Medical USA, Inc. - Exercise First and Final Option for Renewal - Same Firm Fixed Prices

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

(Court Order Number: 146678) 9. RFQ No. F2025084 - Annual Contract for Mental Health Service Providers - Public Health - Various Vendors - Exercise First Option for Renewal - Same Contract Terms

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

(Court Order Number: 146679) 10. RFQ No. F2025093 - Annual Contract for Burial and Crematory Services - Medical Examiner's Office - Various Vendors - Exercise First Option for Renewal - Same Contract Terms

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

(Court Order Number: 146680) 11. Bid No. F2024184 - Annual Contract for HVAC Chiller Maintenance, Repair and Parts Replacement - Facilities Management - ENFRA MCC, LLC

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

(Court Order Number: 146681) 12. Bid No. F2025184 - Annual Contract for Mechanical and Plumbing Services - Facilities Management - A&G Services (A&G Piping, Inc.)

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

(Court Order Number: 146682) 13. Holt CAT, LTD - Caterpillar Equipment, Services and Repairs - Countywide

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

(Court Order Number: 146683) 14. Motorola - Various Product Lines and Service - Countywide
Motion to Approve made by Matt Krause and seconded by Alisa Simmons passing 5-0-0-0-0

(Court Order Number: 146684) 15. Tyler Technologies - Tyler Intellidact AI Software Products - County Clerk's Office

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

(Court Order Number: 146685) 16. Northpointe, Inc. d/b/a equivant - COMPAS Classification Module Application and Maintenance Services - Sheriff's Office

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

(Court Order Number: 146686) 17. Pitney Bowes - Distribution, Maintenance, Repair and Service of Pitney Bowes Equipment - Countywide

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

(Court Order Number: 146687) 18. Riskconnect, Inc. - Assurance Software, Maintenance and Support Services - Information Technology

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

(Court Order Number: 146688) 19. Consideration of a eClinicalWorks Software License and Support Agreement

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

(Court Order Number: 146689) 20. Master Service Agreement for AgendaLink - Information Technology - Cloud Driven Solutions, Inc.

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

(Court Order Number: 146690) 21. Consideration of Cooperative for Voice, Data Services, and Equipment - #DIR-TELE-CTSA-002 - Countywide - AT&T Enterprises, LLC

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

(Court Order Number: 146691) 22. Consideration of Cooperative for Voice, Data Services, and Equipment - #DIR-TELE-CTSA-003 - Countywide - Cellco Partnership d/b/a Verizon Wireless

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

(Court Order Number: 146692) 23. Consideration of Cooperative for Pocketalk Devices, Accessories and Ventana Subscription - TIPS #230807 - Countywide - Pocketalk, Inc. - Per Unit Price

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

(Court Order Number: 146693) 24. Acknowledgement of Notification of Acquisition and Vendor Name Change of GovOS, Inc., to Neumo Records, LLC. d/b/a Neumo Tax & Licensing, LLC

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

(Court Order Number: 146694) 25. Consideration of Request for Fleet Fuel Cards - District Attorney's Office

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

(Court Order Number: 146695) 26. Authorization to Submit Procurement Card Account Application Form to JPMorgan Chase Bank for Tarrant County Procurement Card - Budget and Risk Management

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

(Court Order Number: 146696) 27. Authorization to Submit Procurement Card Account Application Forms to JPMorgan Chase Bank for Tarrant County Procurement Card - Juvenile Services

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

N. Resource Connection

(Court Order Number: 146697) 1. Consideration of Amendment No. 31 to the Lease Agreement between Tarrant County and the Workforce Development Board, d/b/a Workforce Solutions for Space Located at the Resource Connection

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

O. Sheriff

(Court Order Number: 146714) 1. Consideration of an Agreement with One CommunityUSA for Implementation of the Pathways to Helping Offenders Pursue Excellence Reentry, Diversion, Restorative Justice, and Mentoring Program

This item was pulled from the consent agenda.

Two public participants spoke on this item.

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

P. Tax Assessor-Collector

(Court Order Number: 146698) 1. Consideration of Tax Office Deputizations

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

Q. Commissioner Precinct 1

(Court Order Number: 146699) 1. Consideration of a Grant Agreement between Cornerstone Assistance Network to Provide Support Services to Tarrant County Residents

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

(Court Order Number: 146700) 2. Consideration of a Grant Agreement between Tarrant County and Building Pathways, Inc. to Provide Support Services to Tarrant County Residents

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

(Court Order Number: 146701) 3. Consideration of a Grant Agreement between Tarrant County and Tarrant County Education Foundation to Provide Support Services to Tarrant County

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

R. Commissioner Precinct 3

(Court Order Number: 146702) 1. Consideration to Assist the City of Fort Worth with the Full Depth Reclamation and Asphalt Overlay of Southbound Old Denton Road from Waterfall Drive to 210 feet North of Bella Lago Drive, Mill and Asphalt Overlay of North Riverside Drive from 320 Feet of North of Sawtimber Trail to Waterfall Drive

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

VIII. PUBLIC HEARINGS

(Court Order Number: 146715) 1. Public Hearing - To Consider Establishing Shelton Ranch Road - Precinct 4
Motion to Close made by Manny Ramirez and seconded by Roderick Miles, Jr. passing 5-0-0-0-0

(Court Order Number: 146716) Motion to Establish Shelton Ranch Road in Precinct 4 made by Manny Ramirez and seconded by Alisa Simmons passing 5-0-0-0-0

IX. REPORTS AND BUSINESS

A. Administrator

(Court Order Number: 146717) 1. Consideration of Out-of-State Travel Requests

One public speaker spoke on this item.

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

B. Budget and Risk Management

1. Consideration to Submit a Grant Application and Resolution to Texas Comptroller of Public Accounts for Sheriff Immigration Law Enforcement Grant Program Funding for the Tarrant County Sheriff's Office

Court recessed from 12:10 PM to 12:32 PM. Nineteen public participants spoke on this item.

Nineteen participants wished to have their comments read on this item

***(Court Order Number: 146737)* Motion to overrule the chairs ruling 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**

***(Court Order Number: 146718)* Motion to Approve made by Matt Krause and seconded by Manny Ramirez passing 3-2-0-0-0 Opposed by Roderick Miles, Jr., Alisa Simmons**

C. Elections Administration

***(Court Order Number: 146719)* 1. Consideration to Canvass the Results of the Senate District 9 Special Runoff Election Held on January 31, 2026**

One public participant spoke on this item.

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

D. Facilities Management

***(Court Order Number: 146720)* 1. Consideration of Addendum to the Construction Manager at Risk Contract with Steele & Freeman, Inc. for the Guaranteed Maximum Price for Construction Services for the Cold Springs Jail Renovation**

One public participant spoke on this item.

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

***(Court Order Number: 146721)* 2. Consideration of a Property Use and Fee Waiver Request from the Texas A&M AgriLife Extension to Use the Tarrant County Plaza Building for Various AgriLife Extension Group Meetings and Events**

Commissioner Ramirez stepped out of the meeting at 1:41 PM and returned at 1:43 PM.

Motion to Approve made by Alisa Simmons and seconded by Roderick Miles, Jr. passing 4-0-0-0-1 Absent was Manny Ramirez

E. Human Resources

***(Court Order Number: 146722)* 1. Consideration of Changes to the Table of Organization – County Administration Department, Creation of Purchasing Agent Position Under Local Government Code Section 262.0115**

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

One participant wished to have their comment read on this item.

F. Purchasing

(Court Order Number: 146723) 1. Bid No. F2026001 - Purchase of Firearms Range Target System - Sheriff's Office - Action Target, Inc. - Per Unit Price

Motion to Approve made by Tim O'Hare and seconded by Alisa Simmons passing 5-0-0-0-0

(Court Order Number: 146725) 2. RFP No. F2026011 - Annual Contract for Identification Verification Service for Ordering and Processing Certified Copies - County Clerk's Office - LexisNexis VitalChek Network Inc. - Per Contract Terms

Motion to Approve made by Tim O'Hare and seconded by Alisa Simmons passing 5-0-0-0-0

(Court Order Number: 146726) 3. Bid No. F2026014 - Annual Contract for Mattress Materials - Sheriff's Office - Various Vendors - Per Unit Price

Motion to Approve made by Tim O'Hare and seconded by Alisa Simmons passing 5-0-0-0-0

(Court Order Number: 146727) 4. Bid No. F2026026 - Annual Contract for Medical Supplies - Public Health - Various Vendors - Per Unit Price and Discount from List Price

Motion to Approve made by Tim O'Hare and seconded by Alisa Simmons passing 5-0-0-0-0

5. RFP No. F2026030 - Annual Contract for Colocation Data Center Services - Countywide - CyrusOne, LLC - Per Contract Terms

This item was held.

(Court Order Number: 146728) 6. Bid No. F2026032 - Annual Contract for Fire Sprinkler Inspections, Repairs, and Parts Replacement - Countywide - Various Vendors - Per Unit Price and Hourly Rates

Motion to Approve made by Tim O'Hare and seconded by Alisa Simmons passing 5-0-0-0-0

(Court Order Number: 146729) 7. Bid No. F2026037- Purchase of Asphalt Distributor Trucks - Precincts 1, 2, and 3 - Premier Truck Group - Per Unit Price

Motion to Approve made by Tim O'Hare and seconded by Alisa Simmons passing 5-0-0-0-0

(Court Order Number: 146730) 8. Bid No. F2026044 - Annual Contract for Electrical Services - Facilities Management - Various Vendors - Per Hourly Rates

Motion to Approve made by Tim O'Hare and seconded by Alisa Simmons passing 5-0-0-0-0

(Court Order Number: 146731) 9. Bid No. F2026046 - Annual Contract for Onbase Maintenance and Support - Information Technology - RequordIT LLC, US - Per Unit Price

Motion to Approve made by Tim O'Hare and seconded by Alisa Simmons passing 5-0-0-0-0

(Court Order Number: 146732) 10. Approval of Reimbursement - K&F Concept Foldable Reflector with Carrying Bag and NEEWER Light Reflector Kit - Sheriff's Office - Amazon

Motion to Approve made by Tim O'Hare and seconded by Alisa Simmons passing 5-0-0-0-0

(Court Order Number: 146724) 11. Permission to Take Bids/RFPs

Court recessed from 1:59 PM to 2:10 PM.

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

G. County Judge

(Court Order Number: 146733) 1. Consideration and Possible Action to Adopt a Tarrant County Commissioners Court Agenda Creation Policy and an Amendment to the Tarrant County Commissioners Court Rules of Decorum

Twenty-five public participants spoke on this item.

Five public participants wished to have their comments read on this item.

Court recessed from 2:36 PM to 2:36 PM.

Court recessed from 3:30 PM to 3:44 PM.

Motion to Adopt the Agenda Creation Policy and the edited version of the Decorum Policy made by Tim O'Hare and seconded by Matt Krause passing 3-2-0-0-0 Opposed by Roderick Miles, Jr and Alisa Simmons

X. APPOINTMENTS TO VARIOUS BOARDS

1. Consideration of Appointments to Various Boards, Commissions, Committees, or Tax Increment Finance District Boards

(Court Order Number: 146734) Motion to Approve Appointment of Chuck Taggart to the Hospital Board made by Tim O'Hare and seconded by Matt Krause passing 5-0-0-0-0.

(Court Order Number: 146735) Motion to Appoint Matt Krause to the Conference of Urban Counties Policy Committee replacing Manny Ramirez made by Manny Ramirez and seconded by Tim O'Hare passing 5-0-0-0-0.

XI. APPROVAL OF BONDS AND CERTIFICATES OF SELF-INSURANCE

(Court Order Number: 146736) 1. Certificate of Self-Insurance - Brook Bell, Probate Court No. 2 Appointee

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

XII. BRIEFING

1. Briefing for Consideration from the Juvenile Board Regarding the Removal of Juvenile Board-Certified Attorney Brian Willett from the Juvenile Court Appointment Wheel

Twelve public participants spoke on this item.

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

2. Briefing for Consideration from Juvenile Services Regarding the Hiring of Greg Sumpter, Formerly of Grayson County, as Deputy Director of Juvenile Services for Tarrant County

3. Briefing for Consideration from Juvenile Services Regarding an Analysis of Ten-Year Detention Trends in Tarrant County Related to Determinate and Indeterminate Commitments to TJJD

4. Briefing for Consideration Regarding MHMR's Capacity to Assume Mentoring Duties Previously Performed Under the Youth Advocate Program Contract, Which Ended September 30, 2024

One public participant spoke on this item.

5. Briefing Regarding Escape and Recapture of Inmate Victor Castillo

Commissioner Ramirez stepped out of the meeting at 4:45 PM and returned at 5:16 PM.

Commissioner Simmons stepped out of the meeting at 5:17 PM and returned at 5:50 PM.

One public participant spoke on this item.

6. Briefing Regarding Escape and Recapture of Inmate Carlos Enrique Rodriguez-Romero

One public participant spoke on this item.

XIII. PUBLIC COMMENTS

1. PUBLIC COMMENTS

Buff Kizer spoke on voter election issues.

Andrew Grubb spoke on voter election issues.

Bishop Kirkland spoke about his time in Nigeria and about the Purchasing Director.

Susan Bentley spoke on voter election issues.

Janet Mattern spoke on constitutional rights.

Charles Wedemeyer spoke on election testing issues.

Lon Burnam spoke about an article in the Fort Worth Weekly.

Elizabeth Miller spoke about the elections and the decorum policy in the Commissioners Court.

Anthony Johnson spoke on jail standards and the death of his son Anthony Johnson Jr. in the Tarrant County Jail.

Jackie Johnson spoke on the death of her son Anthony Johnson Jr. in the Tarrant County Jail.

Chris Dobson spoke on illegal voting and on campaign finance violations.

Libertad Heredia spoke on ICE actions.

Jennifer Streater spoke on election equipment issues.

Deloris Phillips spoke on documents and exhibits stolen at the Dell DeHay Law Library.

Whitney Wood Juarez wished to have their comment read regarding ICE funding.

Chris Wood wished to have their comment read regarding the Cold Case Task Force.

Katherine Godby wished to have their comment read regarding the actions of the elected officials in the Commissioners Court.

Allison Campolo wished to have their comment read regarding underpaid County employees.

XIV. ANNOUNCEMENTS AND COMMENTS

Commissioner Krause apologized for incorrect information he made earlier in the Commissioners Court Meeting.

Commissioner Court recessed into Closed Session at 5:31 PM.

XV. CLOSED MEETING

A. Pending or Contemplated Litigation

B. Advice of Counsel

C. Real Estate Matters

1. 200 and 300 West Belknap Street, Fort Worth, Texas 76102

D. Contract Deliberations

E. Personnel Matters

F. Security and Cybersecurity Related Issues

G. Economic Development Prospects

XVI. COMMISSIONERS COURT RECONVENED

Commissioners Court reconvened at 5:53 PM.

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, Present

Tuesday, February 10, 2026

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XVII. ADJOURNMENT

Commissioners Court was Adjourned at 5:54 PM.

Commissioners Court was Adjourned in Honor and Memory of Gyna Bivens.

APPROVED BY: _____

Tim O'Hare, County Judge

SUBMITTED BY: Mary Louise Nicholson, County Clerk

BY: _____

Yvonne Torres, Deputy



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 1

Department: Administrator

Prepared By: Maegan South, Chief of Staff

Approved By: Maegan South, Chief of Staff

SUBJECT:

Consideration of Payment in Lieu of Taxes Agreements with TRIPAC International, Inc. and the Letter of No Objection Regarding Foreign Trade Zone Designation

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the Letter of No Objection to the Foreign Trade Zones (FTZ) Board allowing for the FTZ application by TRIPAC International, Inc. (TRIPAC) for its facility at 9000 Forum Way, Fort Worth, Texas; and consider the Payment In Lieu of Taxes (PILOT) Agreements for Tarrant County and Tarrant County Hospital District.

BACKGROUND

TRIPAC is a premier manufacturer and supplier of electric cooling fans that provides the latest technology in air movement components for automotive use, engine cooling systems, all-terrain vehicle's, specialized commercial and industrial vehicles, and telecommunications equipment. TRIPAC has had strong original equipment manufacturer (OEM) experience as a global supplier to major automotive companies.

TRIPAC has requested that the facility located at 9000 Forum Way be designated as part of DFW International Airport Board FTZ #39 in order to utilize the benefits associated with FTZ designation to support operational expansion and reduce costs in an effort to remain competitive. As part of the application process, TRIPAC is requesting that Tarrant County consider approving a Letter of No Objection to accompany the FTZ application. In addition, TRIPAC has agreed to execute the attached PILOT Agreements, which provides for an annual reimbursement to Tarrant County and Tarrant County Hospital District for taxes that would otherwise be exempted as a result of the FTZ designation.

The City of Fort Worth and Everman Independent School District have approved similar Letters of No Objection.

The District Attorney's Office has reviewed the Letter of No Objection and PILOT Agreements as to form.

FISCAL IMPACT

Tarrant County and the Tarrant County Hospital District will receive an annual reimbursement of taxes exempted as a result of the FTZ designation.

PASSED AND APPROVED on March 10, 2026.

**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.

Attachments

[TRIPAC Letter and PILOT Agreement-County.pdf](#)

[TRIPAC Letter and PILOT Agreement-TCHD.pdf](#)

**PAYMENT IN LIEU OF TAXES AGREEMENT
FOREIGN-TRADE ZONE SITE – Tarrant County**

THIS AGREEMENT ("Agreement") is entered into by and between TRIPAC International, Inc., ("TRIPAC"), and Tarrant County, Texas ("the County").

A. RECITALS

WHEREAS, DFW International Airport Board is the Grantee of Foreign-Trade Zone ("FTZ") No. 39 created pursuant to the Foreign-Trade Zone Act of 1934 codified in 19 USC § 81b (the "Act").

WHEREAS, TRIPAC desires participation in the FTZ program through the expansion of Foreign-Trade Zone No. 39 to include a usage-driven FTZ site located at 9000 Forum Way, Fort Worth, Texas, 76140, in the County, as described in Exhibit B.

WHEREAS, TRIPAC seeks an executed Letter of Non-Objection ("Letter") from the County which is required to expedite designation as a FTZ Site, which the County shall provide only if TRIPAC contractually commits that no financial harm or lost revenue shall be incurred by the County as a result of the designation of the FTZ Site.

WHEREAS, inventory qualifying under the Act and held in activated FTZ is exempt from state and local ad valorem taxes.

WHEREAS, TRIPAC and the County desire that designation and activation of the FTZ Site cause no financial harm or lost revenue to the County.

In consideration of the mutual commitments expressed in this Agreement, the parties agree to the following:

B. DEFINITIONS

When used herein, the listed words have the following meanings:

"Act", "County", and "TRIPAC" have the meaning set forth in the Recitals.

"Activated" means the approval by Customs for FTZ operations at the FTZ Site as specified in Customs Regulations, 19 CFR Part 146.

"Board" means Foreign-Trade Zones Board within U.S. Department of Commerce.

"Customs" means US Customs and Border Protection within U.S. Department of Homeland Security.

"FTZ Exemption" means the federal exemption provided by the Act pursuant to 19 USC § 81o(e) for certain inventory in a FTZ.

"FTZ Inventory" means any inventory held in the FTZ Site that qualifies for the FTZ Exemption.

"FTZ Site" means the portion of the tract(s) described in Exhibit B, owned and operated by TRIPAC.

"Interest" means an amount equal to penalty and interest and attorney's fees ("Collection Cost") for delinquent ad valorem tax payments assessed by the County pursuant to Texas Tax Code, Sections 33.01, 33.07, and 33.048 or their successors.

"Letter" means executed Letter of Non-Objection from the County in the form attached as Exhibit "A."

"PILOT Payment" means the payment made pursuant to this Agreement in an amount equal to the aggregate ad valorem taxes lost to the County solely because of the FTZ designation of the FTZ Site.

C. OBLIGATIONS of TRIPAC

1. PILOT Payment. TRIPAC understands that if any FTZ Inventory receives the FTZ Exemption, the County may suffer lost revenue. Therefore, TRIPAC agrees to the following PILOT Payment:

- a) TRIPAC agrees that with respect to each year of this Agreement that all or any portion of the FTZ Site is Activated on the valuation date for taxation purposes otherwise applicable to personal property inventory held by TRIPAC, or any affiliated or unaffiliated third party holding inventory within the FTZ Site, TRIPAC will pay to the County an amount equal to:
 - (i) the Value of Net Exempted Inventory, divided by 100, times
 - (ii) the then current year tax rate adopted by the County.
- b) The following definitions shall be used to determine the TRIPAC payment:
 - (i) Value of FTZ Inventory means the value of inventory exempt from local taxation by the Act pursuant to 19 USC § 810(e), as incorporated into the annual certified tax roll of the Tarrant Appraisal District.
 - (ii) Value of Otherwise Exempt Inventory means the portion of the Value of FTZ Inventory which, but for the existence of the foreign trade zone, would be exempt for local taxation pursuant to any other provision of law. For example, the value of inventory which would qualify for the Freeport Exemption pursuant to Texas Tax Code

Section 11.251 if not already exempted by the Foreign-Trade Zones Act would be included in the Value of Otherwise Exempt Inventory.

- (iii) Value of Net Exempted Inventory means the Value of FTZ Inventory, less the Value of Otherwise Exempt Inventory.
- c) TRIPAC agrees to disburse the annual PILOT Payment(s) specified above to the County, at the address set forth in Section J in the form of a check payable to "Tarrant County".
- d) Any adjustment to the Tarrant Appraisal District tax roll which results in change to the FTZ Exemption after the tax role has been certified will cause a recalculation of the PILOT Payment within 30 days of the adjustment, and additional payments or refunds will be made promptly.
- e) PILOT Payments made after January 31st shall be delinquent and incur Interest in the same manner as delinquent ad valorem taxes.
- f) The aggregate of: (1) the amounts payable by TRIPAC to the County under this Agreement, (2) the amount of ad valorem tax paid by TRIPAC to the County and (3) the amount of ad valorem taxes paid by any other party owning inventory in the FTZ Site to the County shall in no event exceed the amounts of ad valorem taxes that would have been payable to the County pursuant to the Texas Tax Code if the FTZ had not been created.

2. Report. By October 1, 2027 and by October 1 of each year thereafter, that the FTZ Site is Activated by Customs, TRIPAC will provide to the County:

- a) A completed TRIPAC FTZ PILOT worksheet in the format contained in Exhibit "C,"
- b) A copy of the TRIPAC rendition to the Tarrant Appraisal District for that year, including the Application for Freeport Exemption, and
- c) Copies of any relevant correspondence between TRIPAC and the Tarrant Appraisal District which resulted in a change between the TRIPAC rendered inventory value and the final inventory value appearing on the Tarrant Appraisal District certified tax roll.

3. Termination of Activation. TRIPAC agrees that this Agreement is necessary for the designation of the FTZ Site. Therefore, in the event of any violation by TRIPAC that is not remedied within thirty (30) days after notification from the County that TRIPAC has violated the Agreement ("Cure Period") or a determination of the invalidity of this Agreement, TRIPAC agrees to request that Customs terminate Activation of the FTZ Site, within thirty (30) days after expiration of the Cure Period or determination that the Agreement is invalid.

4. Boundaries. As long as this Agreement is in effect, TRIPAC shall not modify its FTZ Site boundaries as described in Exhibit B, or otherwise take any action allowing any party whether affiliated or unaffiliated to own inventory in the FTZ Site, unless the County, by express action of its Commissioners Court, enters into a new or modified PILOT Agreement with TRIPAC allowing the boundary modification and/or with such third party.

5. Information to be Provided. Any additional information that may be reasonably requested by the County to effectuate or facilitate TRIPAC's obligations under this Agreement must be furnished by TRIPAC within 15 business days thereafter.

6. Security. The parties recognize that but for the Activation of the FTZ Site, the FTZ Inventory would be subject to ad valorem taxes. The County would otherwise enjoy a priority lien on the FTZ Property imposed pursuant to Section 32.01 of the Texas Tax Code to secure payment of the ad valorem taxes. Therefore, so the County is not disadvantaged by entering into this Agreement, TRIPAC agrees to obtain and maintain for the term of this Agreement a bond or letter of credit payable to the County in an amount equal to no less than the first annual PILOT Payment due under this Agreement plus ten percent (10%), in a form satisfactory to the Criminal District Attorney's Office and the County Auditor. In the event the annual PILOT Payment for a given year exceeds the amount of the initial bond, TRIPAC agrees to obtain a new bond or letter of credit in an amount equal to no less than the PILOT Payment for such year plus ten percent (10%). The bond or letter of credit shall be payable to the County in the event TRIPAC fails to make the annual PILOT Payment and shall be provided to the County prior to the County's execution of the Letter of Non-Objection.

7. Tax Obligations Unaffected. TRIPAC acknowledges that this Agreement does not affect any other tax obligations of TRIPAC to the County.

D. OBLIGATIONS OF COUNTY

1. Letter of Non-Objection. Upon execution of this Agreement, the County shall furnish its Letter of Non-Objection, in the form shown in Exhibit A, based on the commitments of TRIPAC herein that the County will not suffer lost revenue given that TRIPAC agrees to make the PILOT Payments.

2. Invoice. On or before December 1 of each year, the County will invoice TRIPAC for the PILOT Payment due with respect to that year as determined pursuant to paragraph 1(a) of Section C. The PILOT Payment is due from TRIPAC to the County on or before January 31st of the year following the year for which payment is being made. Penalties, interest and statutory attorney's fees (collection costs) for late payments shall be the same as that assessed by the County against delinquent taxpayers, pursuant to Texas Tax Code sections 33.01, 33.07, and 33.48, or their successor provisions.

E. CHANGE IN LAW

In the event that state legislation, judicial decisions, administrative interpretations by the Office of Texas State Comptroller including the Property Tax Division, in the sole judgment of the County, reasonably exercised, materially and detrimentally impacts the financial consequences to the County of the FTZ Site, the parties agree to renegotiate this Agreement in accordance with its original intent of protecting the County from financial loss.

F. DEFAULT

Unless stated elsewhere in this Agreement, a party shall be in default under this Agreement if such party breaches any term or condition of this Agreement. In the event that such breach remains uncured after thirty (30) calendar days following receipt of written notice from the non-defaulting party (or, if the defaulting party has diligently and continuously attempted to cure following receipt of such written notice but reasonably requires more than thirty (30) calendar days to cure, as determined by both parties mutually and in good faith), the non-defaulting party shall have the right to exercise any and all legal remedies available to it, including, but not limited to, the immediate termination of this Agreement upon provision of written notice to the non-defaulting party.

G. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that TRIPAC shall operate as an independent contractor in each and every respect hereunder and not as an agent, representative or employee of the County. TRIPAC shall have the exclusive right to control all details and day-to-day operations relative to the FTZ Site and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees. TRIPAC acknowledges that the doctrine of respondeat superior will not apply as between the County and TRIPAC, its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees. TRIPAC further agrees that nothing in this Agreement will be construed as the creation of a partnership or joint enterprise between the County and TRIPAC.

H. INDEMNIFICATION

TRIPAC, at no cost to the County agrees to defend, indemnify and hold the County, its officers, agents, servants, and employees, harmless against any and all claims, lawsuits, actions, costs, and expenses of any kind, including, but not limited to, those for property damage or loss (including alleged damage or loss to TRIPAC's business and any resulting lost profits) and/or personal injury, including death, that may relate to, arise out of or be occasioned by TRIPAC's breach or any of the terms or provisions of this Agreement.

I. RIGHT OF OFFSET

The parties recognize that the County has the option to enter into development incentive agreements with TRIPAC, and may do so in the future. The County may, at its

option, offset any amounts due and payable to TRIPAC under any incentive agreement, economic development agreement or other obligation of the County to pay TRIPAC against any unpaid or delinquent PILOT Payment lawfully due to County from TRIPAC.

J. NOTICES

All written notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid, or by hand delivery:

COUNTY:

Tarrant County
100 E. Weatherford
Suite 404
Fort Worth, Texas 76196
ATTN: County Administrator

TRIPAC:

Tripac International, Inc.
9000 Forum Way
Fort Worth, Texas 76140
ATTN: _____

K. APPLICABLE LAW

This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State District Court of Tarrant County, Texas. This Agreement is performable in Tarrant County, Texas. It is understood that by execution of this Agreement, the County does not waive or surrender any of its governmental powers or immunities.

L. WAIVER AND SEVERABILITY

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

M. NO THIRD PARTY RIGHTS

The provisions and conditions of this Agreement are solely for the benefit of the County and TRIPAC, and any lawful assign or successor of TRIPAC, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

N. ENTIRETY OF AGREEMENT

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement

between the County and TRIPAC, and any lawful assign and successor of TRIPAC, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement. Notwithstanding anything to the contrary herein, this Agreement shall not be amended unless executed in writing by both parties. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument. 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.

O. MISCELLANEOUS PROVISIONS

1. Binding Effect. This Agreement shall extend to and be binding upon and inure to the benefit of the parties hereto, and their respective legal representatives and future occupants of the FTZ Site. It is agreed that the County is a beneficiary of this Agreement and shall be entitled to enforce its terms and seek damages for its breach.

2. This Agreement Does Not Affect Other Rights, Obligations or Agreements. This Agreement does not supersede, modify, or affect any other agreement that has been or may be entered into between TRIPAC and any other taxing jurisdiction or any other entity, except as otherwise expressly stated in this Agreement.

3. Further Assurances. The parties covenant and agree that they will execute such other and further documents as are or may become necessary or convenient to effectuate and carry out the purpose of this Agreement.

4. Termination of Agreement. This Agreement shall terminate upon the revocation of FTZ Site status by the Board, but such termination shall not relieve TRIPAC from paying any PILOT payments remaining due at termination.

5. Compliance With Laws. TRIPAC 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. TRIPAC shall be responsible for ensuring their compliance with any laws and regulations applicable to their activities under this agreement, including maintaining any necessary licenses.

EXECUTED on the dates set forth below, but effective as of the last date executed by all the Parties.

Tarrant County:

Separate Electronic Signature

Tim O'Hare, County Judge

Date: _____

APPROVED AS TO FORM*

Separate Electronic Signature

Criminal District Attorney

**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.*

TRIPAC International, Inc.

Printed Name _____

Title: _____

Date: _____

ATTEST:

Signature of Officer to Attest to Officer's Execution of Agreement
(must be legally authorized to sign on behalf of TRIPAC International, Inc.)

EXHIBIT A

March 10, 2026

Ms. Elizabeth Whiteman
Executive Secretary
Foreign-Trade Zones Board
U.S. Department of Commerce
1401 Constitution Avenue, NW
Room 21013
Washington, D.C. 20230

Dear Ms. Whiteman:

I understand that Karina Rodriguez, grantee of DFW International Airport Board Foreign Trade Zone #39 will be applying for FTZ designation on behalf of TRIPAC International, Inc. for their location at 9000 Forum Way, Fort Worth, TX, 76140, that is located within Tarrant County's taxing jurisdiction.

As the Tarrant County Judge, I recognize the importance of international trade in our community and do not object to the FTZ application at 9000 Forum Way, Fort Worth, Texas. I am aware that when an application is approved and activated, imported inventory and inventory held in a Foreign-Trade Zone (FTZ) warehouse for export will be exempt from local ad valorem tax.

Sincerely,

Tim O'Hare
County Judge

EXHIBIT B



Exhibit C

TRIPAC FTZ PILOT Worksheet

Required Information

Inventory on January 1

(a) Taxable inventory value (from rendition)	\$
(b) Value of FTZ exempt inventory	\$
(c) <u>Freeport exempt inventory value (from rendition)</u>	\$ _____
(d) Total inventory value	\$

Freeport goods information

(e) Freeport goods percentage (from Freeport Exemption Application)	%
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FTZ inventory information

(f) Percentage of inventory imported from outside the US	%
(g) Percentage of US sourced inventory held for export	%
(h) <u>Percentage of US sourced inventory held for US sale</u>	% _____
	100%

PILOT Calculation

Step 1: Calculate Value of Otherwise Exempt Inventory (x)¹

Value of FTZ exempt inventory (b)	\$
<u>multiplied by Freeport goods percentage (e)</u>	% _____
(x) Value of Otherwise Exempt Inventory	\$

Step 2: Calculate Value of Net Exempted Inventory (y)

Value of FTZ exempt inventory (b)	\$
<u>minus Value of Otherwise Exempt Inventory (x)</u>	\$ _____
(y) Value of Net Exempted Inventory	\$

Step 3: Calculate PILOT payment

Value of Net Exempted Inventory (y)	\$
divided by 100	
<u>multiplied by current year tax rate</u>	_____

PILOT Payment \$ _____

¹ Assumes the only exemption otherwise applicable to TRIPAC inventory is the Freeport Exemption. If other exemptions become available, the calculation would be altered, if approved by the County Council of the County of Fort Worth, Texas.

**PAYMENT IN LIEU OF TAXES AGREEMENT
FOREIGN-TRADE ZONE SITE – Tarrant County Hospital District**

THIS AGREEMENT ("Agreement") is entered into by and between TRIPAC International, Inc. ("TRIPAC"), and Tarrant County Hospital District ("the Hospital District").

A. RECITALS

WHEREAS, DFW International Airport Board is the Grantee of Foreign-Trade Zone ("FTZ") No. 39 created pursuant to the Foreign-Trade Zone Act of 1934 codified in 19 USC § 81b (the "Act").

WHEREAS, TRIPAC desires participation in the FTZ program through the expansion of Foreign-Trade Zone No. 39 to include a usage-driven FTZ site located at 9000 Forum Way, Fort Worth, Texas, 76140, as described in Exhibit B.

WHEREAS, TRIPAC seeks an executed Letter of Non-Objection ("Letter") from the Hospital District which is required to expedite designation as a FTZ Site, which the Hospital District shall provide only if TRIPAC contractually commits that no financial harm or lost revenue shall be incurred by the Hospital District as a result of the designation of the FTZ Site.

WHEREAS, inventory qualifying under the Act and held in activated FTZ is exempt from state and local ad valorem taxes.

WHEREAS, TRIPAC and the Hospital District desire that designation and activation of the FTZ Site cause no financial harm or lost revenue to the Hospital District.

In consideration of the mutual commitments expressed in this Agreement, the parties agree to the following:

B. DEFINITIONS

When used herein, the listed words have the following meanings:

"Act", "the Hospital District", and "TRIPAC" have the meaning set forth in the Recitals.

"Activated" means the approval by Customs for FTZ operations at the FTZ Site as specified in Customs Regulations, 19 CFR Part 146.

"Board" means Foreign-Trade Zones Board within U.S. Department of Commerce.

"Customs" means US Customs and Border Protection within U.S. Department of Homeland Security.

"FTZ Exemption" means the federal exemption provided by the Act pursuant to 19 USC § 810(e) for certain inventory in a FTZ.

"FTZ Inventory" means any inventory held in the FTZ Site that qualifies for the FTZ Exemption.

"FTZ Site" means the portion of the tract(s) described in Exhibit B owned and operated by TRIPAC.

"Interest" means an amount equal to penalty and interest and attorney's fees ("Collection Cost") for delinquent ad valorem tax payments assessed by the Hospital District pursuant to Texas Tax Code, Sections 33.01, 33.07, and 33.48 or their successors.

"Letter" means executed Letter of Non-Objection from the Hospital District in the form attached as Exhibit "A."

"PILOT Payment" means the payment made pursuant to this Agreement in an amount equal to the aggregate ad valorem taxes lost to the Hospital District solely because of the FTZ designation of the FTZ Site.

C. OBLIGATIONS of TRIPAC

1. PILOT Payment. TRIPAC understands that if any FTZ Inventory receives the FTZ Exemption, the Hospital District may suffer lost revenue. Therefore, TRIPAC agrees to the following PILOT Payment:

- a) TRIPAC agrees that with respect to each year of this Agreement that all or any portion of the FTZ Site is Activated on the valuation date for taxation purposes otherwise applicable to personal property inventory held by TRIPAC, or any affiliated or unaffiliated third party holding inventory within the FTZ Site, TRIPAC will pay to the Hospital District an amount equal to:
 - (i) the Value of Net Exempted Inventory, divided by 100, times
 - (ii) the then current year tax rate adopted by the Hospital District.
- b) The following definitions shall be used to determine the TRIPAC payment:
 - (i) Value of FTZ Inventory means the value of inventory exempt from local taxation by the Act pursuant to 19 USC § 810(e), as incorporated into the annual certified tax roll of the Tarrant Appraisal District.
 - (ii) Value of Otherwise Exempt Inventory means the portion of the Value of FTZ Inventory which, but for the existence of the foreign trade zone, would be exempt for local taxation pursuant to any other provision of law. For example, the value of inventory which would

qualify for the Freeport Exemption pursuant to Texas Tax Code Section 11.251 if not already exempted by the Foreign-Trade Zones Act would be included in the Value of Otherwise Exempt Inventory.

- (iii) Value of Net Exempted Inventory means the Value of FTZ Inventory, less the Value of Otherwise Exempt Inventory.
- c) TRIPAC agrees to disburse the annual PILOT Payment(s) specified above to the Hospital District, at the address set forth in Section J in the form of a check payable to "Tarrant County Hospital District".
- d) Any adjustment to the Tarrant Appraisal District tax roll which results in change to the FTZ Exemption after the tax role has been certified will cause a recalculation of the PILOT Payment within 30 days of the adjustment, and additional payments or refunds will be made promptly.
- e) PILOT Payments made after January 31st shall be delinquent and incur Interest in the same manner as delinquent ad valorem taxes.
- f) The aggregate of: (1) the amounts payable by TRIPAC to the Hospital District under this Agreement, (2) the amount of ad valorem tax paid by TRIPAC to the Hospital District and (3) the amount of ad valorem taxes paid by any other party owning inventory in the FTZ Site to the Hospital District shall in no event exceed the amounts of ad valorem taxes that would have been payable to the Hospital District pursuant to the Texas Tax Code if the FTZ had not been created.

2. Report. By October 1, 2027 and by October 1 of each year thereafter, that the FTZ Site is Activated by Customs, TRIPAC will provide to the Hospital District:

- a) A completed TRIPAC FTZ PILOT worksheet in the format contained in Exhibit "C,"
- b) A copy of the TRIPAC rendition to the Tarrant Appraisal District for that year, including the Application for Freeport Exemption, and
- c) Copies of any relevant correspondence between TRIPAC and the Tarrant Appraisal District which resulted in a change between the TRIPAC rendered inventory value and the final inventory value appearing on the Tarrant Appraisal District certified tax roll.

3. Termination of Activation. TRIPAC agrees that this Agreement is necessary for the designation of the FTZ Site. Therefore, in the event of any violation by TRIPAC that is not remedied within thirty (30) days after notification from the Hospital District that TRIPAC has violated the Agreement ("Cure Period") or a determination of the invalidity of this Agreement, TRIPAC agrees to request that Customs terminate Activation

of the FTZ Site, within thirty (30) days after expiration of the Cure Period or determination that the Agreement is invalid.

4. Boundaries. As long as this Agreement is in effect, TRIPAC shall not modify its FTZ Site boundaries as described in Exhibit B, or otherwise take any action allowing any party whether affiliated or unaffiliated to own inventory in the FTZ Site, unless the Hospital District, by express action of its Commissioners Court, enters into a new or modified PILOT Agreement with TRIPAC allowing the boundary modification and/or with such third party.

5. Information to be Provided. Any additional information that may be reasonably requested by the Hospital District to effectuate or facilitate TRIPAC's obligations under this Agreement must be furnished by TRIPAC within 15 business days thereafter.

6. Security. The parties recognize that but for the Activation of the FTZ Site, the FTZ Inventory would be subject to ad valorem taxes. The Hospital District would otherwise enjoy a priority lien on the FTZ Property imposed pursuant to Section 32.01 of the Texas Tax Code to secure payment of the ad valorem taxes. Therefore, so the Hospital District is not disadvantaged by entering into this Agreement, TRIPAC agrees to obtain and maintain for the term of this Agreement a bond or letter of credit payable to the Hospital District in an amount equal to no less than the first annual PILOT Payment due under this Agreement plus ten percent (10%), in a form satisfactory to the Criminal District Attorney's Office and the Hospital District Auditor. In the event the annual PILOT Payment for a given year exceeds the amount of the initial bond, TRIPAC agrees to obtain a new bond or letter of credit in an amount equal to no less than the PILOT Payment for such year plus ten percent (10%). The bond or letter of credit shall be payable to the Hospital District in the event TRIPAC fails to make the annual PILOT Payment and shall be provided to the Hospital District prior to the Hospital District's execution of the Letter of Non-Objection.

7. Tax Obligations Unaffected. TRIPAC acknowledges that this Agreement does not affect any other tax obligations of TRIPAC to the Hospital District.

D. OBLIGATIONS OF THE HOSPITAL DISTRICT

1. Letter of Non-Objection. Upon execution of this Agreement, the Hospital District shall furnish its Letter of Non-Objection, in the form shown in Exhibit A, based on the commitments of TRIPAC herein that the Hospital District will not suffer lost revenue given that TRIPAC agrees to make the PILOT Payments.

2. Invoice. On or before December 1 of each year, the Hospital District will invoice TRIPAC for the PILOT Payment due with respect to that year as determined pursuant to paragraph 1(a) of Section C. The PILOT Payment is due from TRIPAC to the Hospital District on or before January 31st of the year following the year for which payment is being made. Penalties, interest and statutory attorney's fees (collection costs) for late

payments shall be the same as that assessed by the Hospital District against delinquent taxpayers, pursuant to Texas Tax Code sections 33.01, 33.07, and 33.48, or their successor provisions.

E. CHANGE IN LAW

In the event that state legislation, judicial decisions, administrative interpretations by the Office of Texas State Comptroller including the Property Tax Division, in the sole judgment of the Hospital District, reasonably exercised, materially and detrimentally impacts the financial consequences to the Hospital District of the FTZ Site, the parties agree to renegotiate this Agreement in accordance with its original intent of protecting the Hospital District from financial loss.

F. DEFAULT

Unless stated elsewhere in this Agreement, a party shall be in default under this Agreement if such party breaches any term or condition of this Agreement. In the event that such breach remains uncured after thirty (30) calendar days following receipt of written notice from the non-defaulting party (or, if the defaulting party has diligently and continuously attempted to cure following receipt of such written notice but reasonably requires more than thirty (30) calendar days to cure, as determined by both parties mutually and in good faith), the non-defaulting party shall have the right to exercise any and all legal remedies available to it, including, but not limited to, the immediate termination of this Agreement upon provision of written notice to the non-defaulting party.

G. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that TRIPAC shall operate as an independent contractor in each and every respect hereunder and not as an agent, representative or employee of the Hospital District. TRIPAC shall have the exclusive right to control all details and day-to-day operations relative to the FTZ Site and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees. TRIPAC acknowledges that the doctrine of respondeat superior will not apply as between the Hospital District and TRIPAC, its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees. TRIPAC further agrees that nothing in this Agreement will be construed as the creation of a partnership or joint enterprise between the Hospital District and TRIPAC.

H. INDEMNIFICATION

TRIPAC, at no cost to the Hospital District agrees to defend, indemnify and hold the Hospital District, its officers, agents, servants, and employees, harmless against any and all claims, lawsuits, actions, costs, and expenses of any kind, including, but not limited to, those for property damage or loss (including alleged damage or loss to TRIPAC's business and any resulting lost profits) and/or

personal injury, including death, that may relate to, arise out of or be occasioned by TRIPAC's breach or any of the terms or provisions of this Agreement.

I. RIGHT OF OFFSET

The parties recognize that the Hospital District has the option to enter into development incentive agreements with TRIPAC, and may do so in the future. The Hospital District may, at its option, offset any amounts due and payable to TRIPAC under any incentive agreement, economic development agreement or other obligation of the Hospital District to pay TRIPAC against any unpaid or delinquent PILOT Payment lawfully due to The Hospital District from TRIPAC.

J. NOTICES

All written notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid, or by hand delivery:

HOSPITAL DISTRICT:

TCHD
Administration Office
1500 South Main Street
Fort Worth, Texas 76104
ATTN: President, Chief Executive Officer

TRIPAC:

TRIPAC International, Inc.
9000 Forum Way
Fort Worth, Texas 76140
ATTN: _____

With a copy to:

Tarrant County
100 E. Weatherford
Suite 404
Fort Worth, Texas 76196
ATTN: County Administrator

K. APPLICABLE LAW

This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State District Court of Tarrant County, Texas. This Agreement is performable in Tarrant County. It is understood that by execution of this Agreement, the Hospital District does not waive or surrender any of its governmental powers or immunities.

L. WAIVER AND SEVERABILITY

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver

of that party's right to insist upon appropriate performance or to assert any such right on any future occasion. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

M. NO THIRD PARTY RIGHTS

The provisions and conditions of this Agreement are solely for the benefit of the Hospital District and TRIPAC, and any lawful assign or successor of TRIPAC, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

N. ENTIRETY OF AGREEMENT

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Hospital District and TRIPAC, and any lawful assign and successor of TRIPAC, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement. Notwithstanding anything to the contrary herein, this Agreement shall not be amended unless executed in writing by both parties. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument. 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.

O. MISCELLANEOUS PROVISIONS

- 1. Binding Effect.** This Agreement shall extend to and be binding upon and inure to the benefit of the parties hereto, and their respective legal representatives and future occupants of the FTZ Site. It is agreed that the Hospital District is a beneficiary of this Agreement and shall be entitled to enforce its terms and seek damages for its breach.
- 2. This Agreement Does Not Affect Other Rights, Obligations or Agreements.** This Agreement does not supersede, modify, or affect any other agreement that has been or may be entered into between TRIPAC and any other taxing jurisdiction or any other entity, except as otherwise expressly stated in this Agreement.
- 3. Further Assurances.** The parties covenant and agree that they will execute such other and further documents as are or may become necessary or convenient to effectuate and carry out the purpose of this Agreement.
- 4. Termination of Agreement.** This Agreement shall terminate upon the revocation of FTZ Site status by the Board, but such termination shall not relieve TRIPAC from paying any PILOT payments remaining due at termination.

5. Compliance With Laws. TRIPAC 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. TRIPAC shall be responsible for ensuring their compliance with any laws and regulations applicable to their activities under this agreement, including maintaining any necessary licenses.

EXECUTED on the dates set forth below, but effective as of the last date executed by all the Parties.

Tarrant County Hospital District:

Printed Name _____

Date: _____

Hospital District Attorney

Tarrant County:

Separate Electronic Signature

Tim O'Hare, County Judge

Date: _____

APPROVED AS TO FORM

Separate Electronic Signature

Assistant District Attorney

TRIPAC International, Inc.

Printed Name _____

Date: _____

ATTEST:

Signature of Officer to Attest to Officer's Execution of Agreement
(must be legally authorized to sign on behalf of TRIPAC International, Inc.)

EXHIBIT A

March 10, 2026

Ms. Elizabeth Whiteman
Executive Secretary
Foreign-Trade Zones Board
U.S. Department of Commerce
1401 Constitution Avenue, NW
Room 21013
Washington, D.C. 20230

Dear Ms. Whiteman:

I understand that Karina Rodriguez, grantee of Dallas International Airport Board Foreign Trade Zone #39 will be applying for FTZ designation on behalf of TRIPAC International, Inc. for their location at 9000 Forum Way, Fort Worth, Texas that is located within Tarrant County Hospital District's taxing jurisdiction.

The Hospital District recognizes the importance of international trade in our community and does not object to the FTZ application at 9000 Forum Way, Fort Worth, Texas. We are aware that when an application is approved and activated, imported inventory and inventory held in a Foreign-Trade Zone (FTZ) warehouse for export will be exempt from local ad valorem tax.

Sincerely,

EXHIBIT B



Exhibit C

TRIPAC FTZ PILOT Worksheet

Required Information

Inventory on January 1

(a) Taxable inventory value (from rendition)	\$
(b) Value of FTZ exempt inventory	\$
(c) <u>Freeport exempt inventory value (from rendition)</u>	\$ _____
(d) Total inventory value	\$

Freeport goods information

(e) Freeport goods percentage (from Freeport Exemption Application)	%
--	---

FTZ inventory information

(f) Percentage of inventory imported from outside the US	%
(g) Percentage of US sourced inventory held for export	%
(h) <u>Percentage of US sourced inventory held for US sale</u>	% _____
	100%

PILOT Calculation

Step 1: Calculate Value of Otherwise Exempt Inventory (x)¹

Value of FTZ exempt inventory (b)	\$
<u>multiplied by Freeport goods percentage (e)</u>	%
(x) Value of Otherwise Exempt Inventory	\$

Step 2: Calculate Value of Net Exempted Inventory (y)

Value of FTZ exempt inventory (b)	\$
<u>minus Value of Otherwise Exempt Inventory (x)</u>	\$ _____
(y) Value of Net Exempted Inventory	\$

Step 3: Calculate PILOT payment

Value of Net Exempted Inventory (y)	\$
divided by 100	
<u>multiplied by current year tax rate</u>	_____

PILOT Payment \$ _____

¹ Assumes the only exemption otherwise applicable to TRIPAC inventory is the Freeport Exemption. If other exemptions become available, the calculation would be altered, if approved by the County Council of the County of Haltom City, Texas.



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #: -146383

Page: 1 of 1

Department: Archives

Prepared By: Jaimi Parker

Approved By: Travis Yarbrough

SUBJECT:

Consideration to Accept Monetary Donations from Various Individuals to the Tarrant County Archives

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court accept monetary donations from various individuals to the Tarrant County Archives.

BACKGROUND

The Tarrant County Archives donation account was created for the acceptance of monetary donations for use by the Tarrant County Archives.

The following donations are included in this action.

- John Turnham - \$100.00

FISCAL IMPACT

Funds in the amount of \$100.00 will be deposited into the Tarrant County Archives donation account: T2100-2026 Historical Commission Archives Fund/ 5910200000 Historical Commission Archives/ 484002 Donations - Historical Commission.



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:
{{customNumber.courtOrder}}

Page: 1 of 2

Department: Auditor

Prepared By: Rebecca Powell

Approved By: Kimberly Buchanan

SUBJECT:

Consideration to Approve the Release of and Substitution of Depository Collateral

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve the release of approximately \$4,253,000 of collateral and accept the substitution of securities in a market value of \$4,263,000 as requested in the attached letter.

BACKGROUND

With this action, collateral will total approximately \$607,482,000 as of March 2, 2026.

FISCAL IMPACT

There is no fiscal impact to Tarrant County.

Attachments

[B237.pdf](#)

J.P.Morgan

JPMorgan Chase Bank, N.A.

March 3, 2026

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 _____
<input type="checkbox"/> Pledge Collateral	
<input type="checkbox"/> Release Collateral	
<input type="checkbox"/> 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
91282CCA7	US Treasury TIPS / 0.125% / 04/15/2026	\$3,540,000.00	\$4,248,177.00	\$4,253,468.23

Collateral Substitutes To Sub-Account # : B237

CUSIP	Description / Coupon / Maturity	Original Par Amount	Current Par Amount	Market Value
91282CLC3	US Treasury Notes / 4.0% / 07/31/2029	\$4,200,000.00	\$4,200,000.00	\$4,263,492.20

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,



Lesheba Ellis
Collateral Svc Specialist IV



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 3

Department: Auditor

Prepared By: Rebecca Powell

Approved By: Kimberly Buchanan

SUBJECT:

Receive and File the Auditor's Report for the Review of Tax Office Ad Valorem Refunds

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court receive and file the Auditor's Report for the Review of Tax Office Ad Valorem Refunds.

BACKGROUND

The Texas Property Tax Code (Tax Code) requires that the County Auditor review and approve refunds related to overpayments and erroneous payments prior to payment to taxpayers. During the six-month period April through September 2025, the Tax Office processed 34,053 refunds, totaling approximately \$86.5 million, including about \$1,330 in interest, including overpayments, duplicate payments, recalculations, and agreed judgments. As required by the Tax Code, the Auditor's Office reviewed 888 overpayment and erroneous payment refunds totaling approximately \$3.35 million prior to payment for accuracy and compliance with the Tax Code.

The Auditor's Office also reviewed a sample of ad valorem refunds that were *not* approved prior to payment to determine whether controls over tax refunds were adequate and whether refunds were paid to the correct parties, for the correct amounts, and complied with the Tax Code. The sample included refunds for overpayments under \$250, duplicate payments, recalculations, and agreed judgments.

Management's response is attached.

FISCAL IMPACT

There is no fiscal impact with this action.

Attachments

[Auditor's Report - Review of Ad Valorem Tax Refunds.pdf](#)

Kimberly M. Buchanan, CPA
Tarrant County Auditor

Linda R. Castillo
First Assistant County Auditor



Office of the Tarrant County Auditor
100 E. Weatherford, Room 506
Fort Worth, Texas 76196-0103

Phone (817) 884-1205
Fax (817) 884-1104

February 18, 2026

The Honorable Rick Barnes, Tax Assessor-Collector
The Honorable District Judges
The Honorable Commissioners Court
Tarrant County, Texas


Re: Auditor's Report – Review of Ad Valorem Tax Refunds

The Texas Property Tax Code (Tax Code) requires that the County Auditor review and approve refunds related to overpayments and erroneous payments prior to disbursement to taxpayers. During the six-month period April through September 2025, the Tax Office processed 34,053 refunds, totaling approximately \$86.5 million, including about \$1,330 in interest, including overpayments, duplicate payments, recalculations, and agreed judgments. As required by the Tax Code, the Auditor's Office reviewed 888 overpayment and erroneous payment refunds totaling approximately \$3.35 million prior to payment for accuracy and compliance with the Tax Code. All payments reviewed were accurate, compliant, and approved for payment.

The Auditor's Office also reviewed a sample of 150 ad valorem refunds that were *not* approved prior to payment to determine whether controls over tax refunds were adequate and whether refunds were paid to the correct parties, for the correct amounts, and complied with the Tax Code. The sample included refunds for overpayments under \$250, duplicate payments, recalculations, and agreed judgments. Based on our testing, controls were adequate, and payments were accurate and complied with the Tax Code.

We appreciate the cooperation of your staff during the review. If you have any questions, please do not hesitate to contact me.

Sincerely,


Kimberly M. Buchanan, CPA
Tarrant County Auditor

Attachment: Management's response

Distribution: Andy Nguyen, Chief of Staff, Tax Office
Amelia Rice, Property Tax Director, Tax Office
Vivian Perez Guajardo, Manager, Property Tax Refunds, Tax Office



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

February 19, 2025

Kimberly Buchanan, CPA, County Auditor
The Honorable District Judges
The Honorable Commissioner's Court
Tarrant County, Texas

Subject: Response to Auditor's Report – Review of Ad Valorem Refunds

The Tax Office appreciates the Auditors' review of our processes for handling refunds related to overpayments and erroneous payments.

On behalf of my staff, I am proud to acknowledge the results of this review. It is a significant achievement that the Auditors found our controls to be adequate, accurate, and fully compliant with the Texas Property Tax Code.

These results reflect the hard work, diligence, and commitment demonstrated by every member of our staff management team.

We value our strong and collaborative relationship with the Auditors Office and look forward to continuing our work together.

If you have any questions, please contact me or my Chief of Staff, Andy Nguyen.
Best regards,


Rick Barnes
Tarrant County Tax Assessor-Collector



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:
{{customNumber.courtOrder}}

Page: 1 of 6

Department: Auditor

Prepared By: Rebecca Powell

Approved By: Kimberly Buchanan

SUBJECT:

Receive and File the Auditor's Report for the Review of Financial and System Controls of the Medical Examiner's Office

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court receive and file the Auditor's Report for the Review of Financial and System Controls of the Medical Examiner's Office.

BACKGROUND

In accordance with Local Government Code, the Auditor's Office performed a review of the financial and system controls related to the Tarrant County Medical Examiner's Office.

FISCAL IMPACT

There is no fiscal impact.

Attachments

[Auditor's Report - Financial and System Controls, Medical Examiner's Office.pdf](#)

Kimberly M. Buchanan, CPA
Tarrant County Auditor

Linda R. Castillo
First Assistant County Auditor



Office of the Tarrant County Auditor
100 E. Weatherford, Room 506
Fort Worth, Texas 76196-0103

Phone (817) 884-1205
Fax (817) 884-1104

December 19, 2025

Dr. Kendall Crowns, Tarrant County Chief Medical Examiner
The Honorable Tarrant County District Judges
The Honorable Tarrant County Commissioners Court
Tarrant County, Texas

Re: Auditor's Report – Review of Financial and System Controls, Medical Examiner's Office

In accordance with Local Government Code, the Auditor's Office performed a review of the financial and system controls related to the Tarrant County Medical Examiner's Office. Revenues collected from non-jurisdictional agencies during Fiscal Years 2024 and 2025 totaled approximately \$2.25 million and \$2.24 million, respectively.

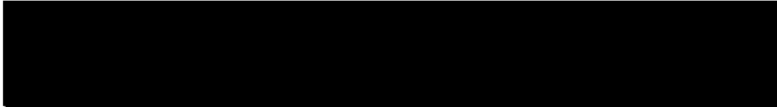
The Medical Examiner's Office uses two applications to track activities – CMS and Justice Trax. CMS is used for recording morgue-related activities, including autopsies and cremation permits. Justice Trax is used for lab services such as toxicology, histology, DNA, etc. These applications are not integrated with each other or SAP, the County's general ledger system. We observed unbilled services totaling approximately \$33,000 during FY2024 and FY2025. Furthermore, we cannot provide assurance that this amount represents the full extent of unbilled services because of inconsistent data entry and the absence of a comprehensive reconciliation process between applications and the services billed by the Medical Examiner's Business Office.

The following significant control issues were identified that require management's attention:

- Issue #1 Controls were not adequate to ensure the accuracy and completeness of services billed to non-jurisdictional agencies.
- Issue #2 Management oversight did not exist to ensure delinquent accounts were suspended.

The issues and the recommended actions are described in further detail on the following pages. We also communicated other less significant issues with management. We appreciate the cooperation of your staff during the review. If you have any questions, please do not hesitate to contact me.

Sincerely,


Kimberly M. Buchanan, CPA
Tarrant County Auditor

Attachment: Management's response

Distribution: Chandler Merritt, Tarrant County Administrator
Dr. Tasha Zemrus, Deputy Chief Medical Examiner
Kelly Clark, Chief, Business Operations

**REVIEW OF FINANCIAL AND SYSTEM CONTROLS
MEDICAL EXAMINER'S OFFICE**

December 19, 2025

ISSUE #1 Controls were not adequate to ensure the accuracy and completeness of services billed to non-jurisdictional agencies.

Background: Although both case management systems are configured to generate reports for billing purposes, staff rely on manual processes, including handwritten forms and Excel spreadsheets, which are then submitted to the Medical Examiner's Business Office for billing purposes. The Business Office staff manually enters this information into the SAP Sales and Distribution module to generate invoices, which are printed and mailed to non-jurisdictional agencies.

What is the issue: There is no management oversight or independent review to ensure the accuracy and completeness of billed amounts. The SAP Sales and Distribution module does not currently provide the functionality to route billing amounts for independent review and approval; therefore, a review must occur *after* invoices are generated. We also observed there is no reconciliation between the services performed to the services entered into SAP to ensure invoices are accurate and complete.

As a result, errors were not detected and services totaling approximately \$32,911 were not billed to non-jurisdictional agencies. Upon communicating this issue, the Business Office billed \$5,512 for two unbilled autopsies and \$6,300 for 180 cremation permits. Procedures were also implemented to manually review the invoices for accuracy and completeness prior to mailing.

Why it matters: Without adequate controls, oversight, and reconciliation procedures, the County may not recover costs for services performed. When fees approved by Commissioners Court are not consistently assessed and collected, the accuracy of revenue estimates, budgeting, and financial forecasting may be compromised. Errors and omissions in billing may also cause confusion and impact an agency's ability to rely on invoices.

Recommended actions: The Business Office should invoice the remaining \$21,099 of unbilled services to the non-jurisdictional agencies.

The Auditor's Office requested that the Information Technology Department implement functionality within the SAP Sales and Distribution module to require an independent review of the data entry. In the interim, independent review procedures should be implemented to verify the accuracy of invoices before they are mailed to customers. Procedures should also include a reconciliation of the invoices to CMS, Justice Trax, and the billing documents to ensure that all services are accurately billed.

To further ensure the accuracy and reliability of financial transactions, including invoicing functions, management should collaborate with the Information Technology Department and, if needed, the software vendors, to ensure system-generated reports from CMS and Justice Trax accurately identify billable services to reduce or eliminate manual processes.

**REVIEW OF FINANCIAL AND SYSTEM CONTROLS
MEDICAL EXAMINER'S OFFICE**

December 19, 2025

ISSUE #2 Management oversight did not exist to ensure delinquent accounts were suspended.

Background: According to the Medical Examiner's documented procedures, customer accounts with balances more than 90 days past due are suspended from receiving services. For law firms and funeral homes, the Business Office flags the account as "delinquent" in CMS and issues monthly statements stamped "*Account Hold*." Services are resumed once the account is current. In addition, procedures state that uncollectible accounts receivable balances should be presented annually to the Commissioners Court for write off approval.

What is the issue: Management oversight procedures were not adequate to ensure delinquent accounts were suspended for further service. Although procedures were followed to flag delinquent accounts, new staff failed to save the changes in CMS, resulting in accounts not being properly suspended. No collection efforts were initiated to follow up on unpaid balances. During our review, we identified 117 accounts totaling approximately \$50,300 that were more than 90 days delinquent, including 55 accounts totaling approximately \$12,000 that were more than 180 days delinquent. Furthermore, accounts receivable balances deemed uncollectible have not been presented to Commissioners Court since 2021.

Prior to issuance of this report, the Business Office initiated collection efforts on delinquent accounts. As of September 30, 2025, accounts exceeding 90 days past due were reduced to approximately \$10,500.

Why it matters: The Commissioners Court has an approved fee schedule for services, and consistent application and collection of these fees are essential for cost recovery and fiscal accountability. Without proper oversight, the County risks under-collecting revenue, which may impair its ability to recover service costs. Timely review of outstanding balances helps deter fraud, identify billing errors, and ensure corrective actions are taken promptly. Furthermore, the longer an account remains unpaid, the less likely it is to be collected.

Recommended actions: Management should implement controls to ensure delinquent accounts are consistently flagged and suspended in CMS. These controls should include supervisory review to verify that changes are properly saved and reconciled with billing records. A standardized collection process should be established, including escalation procedures for accounts 90- and 180-days delinquent.

Annually, management should present uncollectable balances to Commissioners Court for approval, in accordance with policy.

MEDICAL EXAMINER'S OFFICE
AND FORENSIC LABORATORIES

January 15, 2026

The Honorable District Judges
The Honorable Tarrant County Commissioners Court
Kimberly M. Buchanan, Tarrant County Auditor
Tarrant County, Texas

Re: Medical Examiner's Response to Review of Financial Systems and Controls

Thank you for providing the draft audit report regarding the recent review of financial and system controls for the Medical Examiner's Office. We appreciate the Auditor's Office's thorough assessment and recommendations. Our management response is as follows:

Issue #1

The Medical Examiner's Office agrees with the recommendation to implement independent review procedures and reconciliation processes to ensure invoices are accurate and complete. The Business Office has already initiated manual review procedures prior to mailing invoices and will continue to refine these processes.

Additionally, we are working with Information Technology and the Auditor's Office to develop a SAP Sales and Distribution approval workflow for invoices to ensure accuracy and reduce reliance on manual processes.

Further, the Medical Examiner's Office will invoice and bill the remaining \$21,099 of unbilled services to non-jurisdictional agencies as identified in the audit report.

Issue # 2

We acknowledge that staffing shortages and onboarding of new personnel contributed to errors in properly tracking and flagging delinquent accounts. This issue has been corrected and addressed through additional training.



MEDICAL EXAMINER'S OFFICE
AND FORENSIC LABORATORIES

To strengthen this process, TCME will develop and implement a comprehensive Standard Operating Procedure (SOP) to address delinquent and uncollectable balances. The SOP will include:

- A defined collection process outlining required steps and documented attempts to collect outstanding balances.
- A procedure for presenting uncollectable balances to Commissioners Court for review and approval of write-offs, in accordance with policy.

Please let us know if any additional information or clarification is needed. We appreciate your collaboration and look forward to working together to strengthen our financial and system controls.

Sincerely,



Dr. Kendall V. Crowns
Chief Medical Examiner



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:
{{customNumber.courtOrder}}

Page: 1 of 3

Department: Auditor

Prepared By: Rebecca Powell

Approved By: Kimberly Buchanan

SUBJECT:

Receive and File the Auditor's Report for the Cash and Other Remittances Controls Review, Domestic Relations Office

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court receive and file the Auditor's Report for the Cash and Other Remittances Controls Review at the Domestic Relations Office.

BACKGROUND

In accordance with Local Government Code, the Auditor's Office conducted a surprise cash count at the Domestic Relations Office on January 14, 2026. The objectives of the review were to determine whether cash and other remittances reconciled and whether controls were adequate to protect County funds.

FISCAL IMPACT

There is no fiscal impact.

Attachments

[Auditor's Report - Cash and Other Remittances Controls Review, DRO.pdf](#)

Kimberly M. Buchanan, CPA
Tarrant County Auditor

Linda R. Castillo
First Assistant County Auditor



Office of the Tarrant County Auditor
100 E. Weatherford, Room 506
Fort Worth, Texas 76196-0103

Phone (817) 884-1205
Fax (817) 884-1104

January 20, 2026

Clint Dupew, Executive Director, Domestic Relations Office
The Honorable District Judges
The Honorable Commissioners Court
Tarrant County, Texas


Re: Auditor's Report – Cash and Other Remittances Control Review, Domestic Relations Office

In accordance with Local Government Code, the Auditor's Office conducted a surprise cash count at the Domestic Relations Office (DRO) on January 14, 2026. The objectives of the review were to determine whether cash and other remittances reconciled and whether safeguards were in place to protect County funds. At the time of our count, cash and remittances reconciled, and controls were adequate to safeguard County funds.

In July 2022, the DRO replaced the 30-year-old legacy system with the Appian platform. However, cash handling policies and procedures have not been updated since the new system was implemented. As reported in November 2024, we recommend that the DRO update its documented policies and procedures to accurately reflect current practices.

We appreciate the cooperation of the DRO staff during our review. If you have any questions concerning this report, please do not hesitate to call.

Sincerely,


Kimberly M. Buchanan, CPA
Tarrant County Auditor

Attachment: Management's response

Distribution: Travis Yarbrough, Assistant County Administrator
Astria Whitfield, Director, Child Support
Debbie Conner, Manager, Modifications & Financial Accounting



DENISE MARTIN
Deputy Director

ASTRIA WHITFIELD
Associate Director

BLANCA B. THOMPSON, LMSW
Associate Director

TARRANT COUNTY
DOMESTIC RELATIONS OFFICE

CLINT S. DUPEW: EXECUTIVE DIRECTOR AND ATTORNEY

ANNE A. SMITH
Managing Attorney

LYNN RODRIGUEZ
Managing Attorney

EMILIO SALAZAR, LMSW
Managing Attorney

January 22, 2026

Kimberly M. Buchanan, CPA
Tarrant County Auditor
100 E. Weatherford
Fort Worth, Texas 76196-0103

Ms. Buchanan:

Thank you for providing the Auditor's Report regarding the recent surprise cash count conducted at the Domestic Relations Office on January 14, 2026. We appreciate the confirmation that cash and remittances reconciled and that controls were found to be adequate to safeguard County funds, to which we have no objections.

The Domestic Relations Office is committed to ensuring that our policies remain accurate and aligned with best practices. Per your request, attached are the DRO's updated documented cash handling policies and procedures. These updates reflect current practices following the implementation of the Appian platform in July 2022, the banking changes required by JP Morgan, adjustments derived from the Office of the Attorney General's updated case management system (ChAMP), and the reorganization of DRO personnel.

I would also like to express our sincere appreciation to the Audit Team for their review. As always, your team demonstrated professionalism, courtesy, and thoroughness throughout the process.

Additionally, we extend our gratitude to the members of the Auditor's Office who work closely with and support the Domestic Relations Office on a regular basis. Your support as we improve our processes is truly invaluable. We greatly value the partnership and guidance provided by the Auditor's Office and appreciate your continued support in helping us maintain compliance and operational excellence.

Please do not hesitate to reach out if additional information or clarification is needed. We look forward to continuing our collaboration to ensure the highest standards of accountability and service for the citizens of Tarrant County.

Sincerely,

Clint S. Dupew
Executive Director

CC: Chandler Merritt, County Administrator
Travis Yarbrough, County Administrator's Office



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:
{{customNumber.courtOrder}}

Page: 1 of 85

Department: Auditor

Prepared By: Rebecca Powell

Approved By: Kimberly Buchanan

SUBJECT:

Receive and File the Tarrant County Financial Statements for the Three Months Ended December 31, 2025

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider receiving and filing the Tarrant County Unaudited Financial Statements for the three-month period ended December 31, 2025.

BACKGROUND

As a matter of record, Tarrant County Financial Statements are periodically filed with Commissioners Court. The monthly financial statements are published on the County's website under the Auditor's Office department.

FISCAL IMPACT

There is no fiscal impact.

Attachments

[Dec 2025 - Final - redacted.pdf](#)

TARRANT COUNTY AUDITOR



TARRANT COUNTY, TEXAS

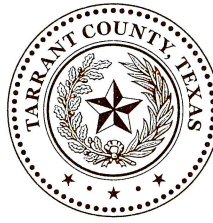
MONTHLY FINANCIAL STATEMENTS (UNAUDITED)

FOR THE MONTH OF DECEMBER 2025

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Kimberly M. Buchanan, CPA
Tarrant County Auditor

Linda R. Castillo
First Assistant County Auditor



Office of the Tarrant County Auditor
100 E. Weatherford, Room 506
Fort Worth, Texas 76196-0103

Phone (817) 884-1205
Fax (817) 884-1104

March 10, 2026

The Honorable District Judges
The Honorable Commissioners Court
Tarrant County, Texas

RE: Tarrant County Auditor's December 2025 Financial Reports

I hereby submit the unaudited Monthly Financial Reports for the three months ended December 31, 2025. The information presented in these reports was prepared in accordance with Chapter 114 of the Texas Local Government Code of Tarrant County, Texas. Due to the ongoing annual audit for fiscal year 2025, the beginning fund balances reported in these statements are subject to change.

Sincerely,

A black rectangular redaction box covers the signature of Kimberly M. Buchanan. There are some faint blue ink marks above the redaction.

Kimberly M. Buchanan, CPA
Tarrant County Auditor

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FINANCIAL SECTION

TARRANT COUNTY, TEXAS

COMBINED BALANCE SHEET GOVERNMENTAL FUNDS

As of 12/31/2025

Combined Total Governmental Funds		General	Road and Bridge	Debt Service
<u>ASSETS</u>				
\$ 807,380,737	Cash, cash equivalents, and investments	\$ 142,957,595	\$ 26,135,262	\$ 11,899,035
	Receivables			
409,543,734	Taxes receivable (net)	380,390,477	-	29,153,257
18,769,424	Other receivables (net)	4,599,311	126,542	-
3,713,660	Fee office receivables (net)	3,713,660	-	-
14,730,813	Due from other funds	14,730,813	-	-
5,426,431	Supplies and prepaid items	3,787,121	877,615	-
<u>\$ 1,259,564,799</u>	TOTAL ASSETS	<u>\$ 550,178,977</u>	<u>\$ 27,139,419</u>	<u>\$ 41,052,292</u>
<u>LIABILITIES</u>				
\$ 11,077,791	Accounts payable	\$ 3,074,697	\$ 675,161	\$ -
32,103,140	Other liabilities	28,520,766	442,706	-
14,730,813	Due to other funds	-	-	-
40,500,691	Unearned revenue	67,713	-	-
<u>98,412,435</u>	TOTAL LIABILITIES	<u>31,663,176</u>	<u>1,117,867</u>	<u>-</u>
<u>DEFERRED INFLOWS OF RESOURCES</u>				
409,543,734	Unavailable revenue-property taxes	380,390,477	-	29,153,257
3,962,810	Unavailable revenue-fee office receivables	3,962,810	-	-
1,361,724	Deferred lease inflow	820,811	-	-
<u>414,868,268</u>	TOTAL DEFERRED INFLOWS OF RESOURCES	<u>385,174,098</u>	<u>-</u>	<u>29,153,257</u>
<u>FUND BALANCES</u>				
<u>746,284,096</u>	TOTAL FUND BALANCES	<u>133,341,703</u>	<u>26,021,552</u>	<u>11,899,035</u>
<u>\$ 1,259,564,799</u>	TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	<u>\$ 550,178,977</u>	<u>\$ 27,139,419</u>	<u>\$ 41,052,292</u>

Capital Projects	Grants	Other Governmental Funds
\$ 458,274,039	\$ 51,272,081	\$ 116,842,725
-	-	-
-	9,541,663	4,501,908
-	-	-
-	-	-
159,000	122,069	480,626
<u>\$ 458,433,039</u>	<u>\$ 60,935,813</u>	<u>\$ 121,825,259</u>
\$ 1,897,134	\$ 4,399,639	\$ 1,031,160
-	2,423,592	716,076
-	13,978,521	752,292
-	40,134,061	298,917
1,897,134	60,935,813	2,798,445
-	-	-
-	-	-
-	-	540,913
-	-	540,913
456,535,905	-	118,485,901
<u>\$ 458,433,039</u>	<u>\$ 60,935,813</u>	<u>\$ 121,825,259</u>

FINANCIAL SECTION

TARRANT COUNTY, TEXAS

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES GOVERNMENTAL FUNDS

For the three (3) months ended 12/31/2025

Combined Total Governmental Funds		General	Road and Bridge	Debt Service
<u>REVENUES:</u>				
\$ 141,983,593	Taxes	\$ 132,027,002	\$ 72	\$ 9,889,476
169,145	Licenses and permits	168,645	-	-
18,933,898	Fees of office	9,244,710	4,457,619	-
52,462,772	Intergovernmental	9,095,781	28,761	-
7,901,857	Investment income	1,667,800	257,652	42,437
4,470,767	Other revenues	2,884,826	46,776	-
225,922,032	TOTAL REVENUES	155,088,764	4,790,880	9,931,913
<u>EXPENDITURES:</u>				
Current:				
44,272,350	General government	40,316,728	-	-
56,663,164	Public safety	50,213,223	-	-
6,832,331	Transportation support	154,179	6,678,152	-
57,976,402	Judicial	53,504,172	-	-
36,615,075	Community services	1,100,702	-	-
17,115,737	Capital outlay	-	-	-
219,475,059	TOTAL EXPENDITURES	145,289,004	6,678,152	-
6,446,973	Excess (deficiency) of revenues over (under) expenditures	9,799,760	(1,887,272)	9,931,913
<u>OTHER FINANCING SOURCES (USES):</u>				
12,445,742	Transfers in	307,447	2,406,525	-
(14,633,242)	Transfers out	(10,743,295)	-	-
(2,187,500)	TOTAL OTHER FINANCING SOURCES (USES)	(10,435,848)	2,406,525	-
4,259,473	CHANGE IN FUND BALANCE	(636,088)	519,253	9,931,913
742,024,623	FUND BALANCES, beginning of year	133,977,791	25,502,299	1,967,122
\$ 746,284,096	FUND BALANCES, end of period	\$ 133,341,703	\$ 26,021,552	\$ 11,899,035

Capital Projects	Grants	Other Governmental Funds
\$ -	\$ -	\$ 67,043
-	-	500
224,748	107,146	4,899,675
-	38,519,762	4,818,468
4,682,023	201,056	1,050,889
49,773	54,903	1,434,489
<u>4,956,544</u>	<u>38,882,867</u>	<u>12,271,064</u>
-	1,201,600	2,754,022
-	3,938,476	2,511,465
-	-	-
-	3,530,984	941,246
-	27,852,801	7,661,572
<u>14,524,730</u>	<u>2,359,006</u>	<u>232,001</u>
<u>14,524,730</u>	<u>38,882,867</u>	<u>14,100,306</u>
(9,568,186)	-	(1,829,242)
8,291,276	-	1,440,494
<u>(3,582,500)</u>	<u>-</u>	<u>(307,447)</u>
<u>4,708,776</u>	<u>-</u>	<u>1,133,047</u>
(4,859,410)	-	(696,195)
<u>461,395,315</u>	<u>-</u>	<u>119,182,096</u>
<u>\$456,535,905</u>	<u>\$ -</u>	<u>\$ 118,485,901</u>

STATEMENT OF NET POSITION INTERNAL SERVICE FUNDS

As of 12/31/2025

Combined Total	<u>ASSETS</u>	Self Insurance	Workers Compensation
	Current assets:		
\$ 42,857,114	Cash and cash equivalents	\$ 13,622,082	\$ 6,488,425
653,047	Other receivables, net of allowance	9,403	-
1,219,923	Prepaid expenses and inventory	-	140,000
<u>44,730,084</u>	TOTAL ASSETS	<u>13,631,485</u>	<u>6,628,425</u>
	<u>LIABILITIES</u>		
	Current liabilities:		
349,749	Accounts payable	4,972	-
6,016,172	Other liabilities	-	-
4,560,418	Other long term liabilities-current portion	1,106,543	3,453,875
<u>10,926,339</u>	Total current liabilities	<u>1,111,515</u>	<u>3,453,875</u>
	Noncurrent liabilities:		
9,756,332	Other noncurrent liabilities	2,462,407	7,293,925
<u>9,756,332</u>	Total noncurrent liabilities	<u>2,462,407</u>	<u>7,293,925</u>
<u>20,682,671</u>	TOTAL LIABILITIES	<u>3,573,922</u>	<u>10,747,800</u>
	<u>NET POSITION</u>		
24,047,413	Unrestricted	10,057,563	(4,119,375)
<u>\$ 24,047,413</u>	TOTAL NET POSITION	<u>\$ 10,057,563</u>	<u>\$ (4,119,375)</u>

County Clerk Professional Liability	District Clerk Professional Liability	Employee Benefits
\$ 841,244	\$ 467,478	\$ 21,437,885
-	-	643,644
-	-	1,079,923
<u>841,244</u>	<u>467,478</u>	<u>23,161,452</u>
-	-	344,777
-	-	6,016,172
-	-	-
-	-	<u>6,360,949</u>
-	-	-
-	-	-
-	-	<u>6,360,949</u>
<u>841,244</u>	<u>467,478</u>	<u>16,800,503</u>
<u>\$ 841,244</u>	<u>\$ 467,478</u>	<u>\$ 16,800,503</u>

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION INTERNAL SERVICE FUNDS

For the three (3) months ended 12/31/2025

Combined Total		Self Insurance	Workers Compensation
	<u>OPERATING REVENUES</u>		
\$ 5,030,759	Charges for services - external	\$ -	\$ -
17,309,251	Charges for services - internal	-	942,483
2,733,223	Other revenues	5,559	-
25,073,233	TOTAL OPERATING REVENUES	5,559	942,483
	<u>OPERATING EXPENSES</u>		
24,499,578	Self insurance claims	27,487	623,263
1,397,821	Insurance premiums	-	-
1,455,245	Other expenses	42,486	69,196
27,352,644	TOTAL OPERATING EXPENSES	69,973	692,459
(2,279,411)	OPERATING INCOME (LOSS)	(64,414)	250,024
	<u>NONOPERATING REVENUES</u>		
439,010	Investment income	133,752	63,880
439,010	TOTAL NONOPERATING REVENUES	133,752	63,880
(1,840,401)	NET INCOME (LOSS) BEFORE TRANSFERS	69,338	313,904
	<u>OPERATING TRANSFERS</u>		
2,187,500	Transfers in	437,500	-
347,099	NET INCOME (LOSS)	506,838	313,904
23,700,314	NET POSITION, beginning of year	9,550,725	(4,433,279)
\$ 24,047,413	NET POSITION, end of period	\$ 10,057,563	\$ (4,119,375)

County Clerk Professional Liability	District Clerk Professional Liability	Employee Benefits
\$ -	\$ 15	\$ 5,030,744
-	-	16,366,768
-	-	2,727,664
-	15	24,125,176
-	-	23,848,828
-	-	1,397,821
-	-	1,343,563
-	-	26,590,212
-	15	(2,465,036)
8,360	4,645	228,373
8,360	4,645	228,373
8,360	4,660	(2,236,663)
-	-	1,750,000
8,360	4,660	(486,663)
832,884	462,818	17,287,166
<u>\$ 841,244</u>	<u>\$ 467,478</u>	<u>\$ 16,800,503</u>

STATEMENT OF FIDUCIARY NET POSITION FIDUCIARY FUNDS

As of 12/31/2025

Combined Total Fiduciary Funds		State Comptroller Fund	Other Custodial Funds ⁽¹⁾	Community Supervision & Corrections ⁽¹⁾
<u>ASSETS</u>				
\$ 132,201,246	Cash, cash equivalents, and investments	\$ 14,579,053	\$ 104,334,204	\$ 13,287,989
1,737	Fee office receivables (net)	-	1,737	-
<u>2,339</u>	Supplies and prepaid items	-	-	<u>2,339</u>
<u>\$ 132,205,322</u>	TOTAL ASSETS	<u>\$ 14,579,053</u>	<u>\$ 104,335,941</u>	<u>\$ 13,290,328</u>
<u>LIABILITIES AND FUND BALANCE</u>				
\$ 297,608	Accounts payable	\$ 30	\$ 57,032	\$ 240,546
<u>131,907,714</u>	Other liabilities	<u>14,579,023</u>	<u>104,278,909</u>	<u>13,049,782</u>
<u>\$ 132,205,322</u>	TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 14,579,053</u>	<u>\$ 104,335,941</u>	<u>\$ 13,290,328</u>

(1) Fiduciary balances reflect the most current information available at time of preparation. Balances for Other Custodial Funds and Community Supervision & Corrections are one month in arrears.

**COMBINED SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
FIDUCIARY FUNDS**
For the three (3) months ended 12/31/2025

Combined Total Fiduciary Funds		State Comptroller Fund	Other Custodial Funds ⁽¹⁾	Community Supervision & Corrections ⁽¹⁾
\$ 178,619,295	Total cash receipts	\$ 83,268,305	\$ 81,900,253	\$ 13,450,737
<u>215,904,977</u>	Total cash disbursements	<u>91,978,301</u>	<u>109,560,766</u>	<u>14,365,910</u>
(37,285,682)	EXCESS (DEFICIT) RECEIPTS OVER DISBURSEMENTS	(8,709,996)	(27,660,513)	(915,173)
<u>CASH AND INVESTMENTS</u>				
<u>169,486,928</u>	CASH BALANCE, beginning of year	<u>23,289,049</u>	<u>131,994,717</u>	<u>14,203,162</u>
<u>\$ 132,201,246</u>	CASH BALANCE, end of period	<u>\$ 14,579,053</u>	<u>\$ 104,334,204</u>	<u>\$ 13,287,989</u>

NOTE: Cash receipts and disbursements are made between fiduciary funds. Inter-fund receipt/disbursement elimination entries are not made.

(1) Fiduciary balances reflect the most current information available at time of preparation. Balances for Other Custodial Funds and Community Supervision & Corrections are one month in arrears.

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

The accompanying financial statements reflect the funds and accounts of the financial reporting entity Tarrant County, Texas (the "County"), as of December 2025 and for the three months then ended. Other components of the County not included in the accompanying financial statements include, Tarrant County Hospital District, Tarrant County Mental Health and Behavioral Health Services, Tarrant County Industrial Development Corporation, Tarrant County Health Facilities Development Corporation, Tarrant County Cultural Education Facilities Finance Corporation, and Tarrant County Housing Financing Corporation. These components are technically a part of the "reporting entity" because of the budgetary oversight responsibility by the Commissioners' Court of Tarrant County. These components however are unrelated to the financial condition and results of operations of the County, and have been excluded from the accompanying financial statements. Separate financial statements of these entities are available upon request.

Revenue Recognition

Revenue is generally recognized on the modified accrual basis. Under this method of accounting, revenues are recognized when susceptible to accrual, i.e., both measurable and available. The primary revenue sources susceptible to accrual are property taxes, fines and fees due to fee offices which are recognized as unavailable revenue until cash is received. Other sources are generally not measurable until received in cash.

Expenditure Recognition

Expenditures are recorded when incurred. Expenditures for principal and interest on long-term debt are recorded when due. The accrual basis of accounting is utilized in the proprietary funds. Encumbrances are not included as expenditures.

Budget Basis Reporting

The budget is prepared utilizing a modified cash basis of accounting, with adjustments for encumbrances, as allowed by state statutes. Budget basis information is presented in the accompanying "Budgetary Information" section at a summary level. Budget information at the legal level of control is available upon request.

Investment Income Allocation

To maximize investment earnings on "idle" cash and cash equivalents, a "pooled cash" concept is utilized. Under this concept nearly all deposits are maintained in the same bank account and are invested on a daily basis. Generally, interest earnings are allocated to each fund based on the funds relative percentage of the total pool.

Pension Liability

The net pension liability was actuarially valued as of December 31, 2023. The net pension liability is reported as \$193,660,574 in the annual comprehensive financial report for the fiscal year ended September 30, 2024.

OPEB Liability

The total OPEB liability was actuarially measured as of September 30, 2023. The total OPEB liability is reported as \$196,903,485 in the annual comprehensive financial report for the fiscal year ended September 30, 2024.

Compensated Absences

The liability for compensated absences consists of accumulated earned unpaid vacation leave and vested sick pay. An additional amount has been accrued for salary related payments associated with the payment of compensated absences. The amount of compensated absences is reported as \$50,841,778 in the annual comprehensive financial report for the fiscal year ended September 30, 2024.

Deferred Outflows/Inflows of Resources

Deferred outflows of resources apply to future periods and will not be recognized as an expense/expenditure until then. Deferred inflows of resources apply to future periods and will be recognized as a revenue at that time.

Incurred but Not Reported

Included in the "Other Liabilities" of the Internal Service fund's Employee Benefits is \$6,000,000 of estimated incurred but not reported medical and drug claims.

Leases

The County, as a lessee, recognizes a lease liability and an intangible right to use lease asset as well as capital outlay and other financing source. The County, as lessor, recognizes a lease receivable and a deferred inflow of resources.

Subscription Based Information Technology Arrangements

The County recognizes a subscription liability and an intangible right to use subscription asset as well as capital outlay and other financing source.

II. BASIS OF PRESENTATION

The accounts of the County are organized and operated on the basis of funds, each of which is considered a separate accounting entity. Government resources are allocated to and accounted for in individual funds based on the purpose for which they are to be spent and the means by which spending activities are controlled.

Funds are classified into three categories: Governmental, Proprietary and Fiduciary. Each category is divided into separate fund types. The following fund types are used by the County.

Governmental Funds: Used to account for all or most of a government's general activity. Activity is reported using the current financial resources measurement focus and the modified accrual basis of accounting.

General Fund – used to account for the general operations of the County.

Road and Bridge Fund – used to account for the collection and expenditure of those monies designated to be spent for acquisition, construction and maintenance of county roads and bridges.

Debt Service Fund – used to account for accumulation of resources and for the payment of general long-term debt principal, interest, and related costs.

Capital Projects Funds – used to account for financial resources to be used for the acquisition and/or construction of facilities, equipment, software and infrastructure.

Grant Funds – used to account for the activities conducted under the many grant agreements between the County and various state and federal organizations.

Other Governmental Funds – used to account for specific revenue sources which are legally restricted to expenditures for specified purposes.

Proprietary Funds: Used to account for operations that are financed in a manner similar to those in the private sector. Activity is reported using the economic resources measurement focus and accrual basis of accounting. Internal Service funds are a type of proprietary fund used to account for self insurance activities. The County operates the following five internal service funds.

Self Insurance Fund – used to account for expenditures of bond proceeds received in fiscal year 1998 for the county self insured general liability claims.

Workers Compensation – used to account for workers compensation claims. Prior to the establishment of the self insurance fund, this fund was used for general liability and automobile/property damage claims.

County Clerk Professional Liability Fund – used to account for the County Clerk’s errors and omissions self insurance.

District Clerk Professional Liability Fund – used to account for the District Clerk’s errors and omissions self insurance.

Employee Benefits Fund – used to account for Tarrant County employee benefits.

Fiduciary Funds: Used to account for assets held by the County in a trustee or agency capacity for others and therefore cannot be used to support the government’s own programs.

State Comptroller Funds – used to account for monies received on behalf of, and subsequently remitted to the State Comptroller.

Other Custodial Funds – used to account for assets held in a fiduciary capacity for others and includes property taxes collected and remitted for other entities, statutory fees collected on behalf of other governments, funds held in the registry of the court, collateral for securing bail bonds, monies on account for inmate commissary purchases, and funds seized by law enforcement agencies.

Community Supervision and Corrections – used to account for the State agency funds in the County depository and restitution collected as a condition of probation payable to injured parties.

III. NEGATIVE CASH BALANCES

The following funds have negative cash balances at the balance sheet date. This occurs when expenditures exceed revenue collection. The General Fund has advanced money to these Funds thereby, allowing for continued operation of the related programs. These advances by the General Fund have been reflected in the accompanying combined balance sheet as due from other funds. The advances also represent a loss of investment earnings to the General Fund and are not a reimbursable item by the grantor under reimbursing grant agreements.

Most negative cash balances arise in the County’s reimbursing grant programs. These programs require the payment of expenditures prior to the reimbursement by the grantor. These cash deficits have existed for years and do not create any major concerns. However, this information is helpful to the reader of the financial statements to provide a fuller understanding of the details of County operations.

	FUND / GRANT	DEFICIT
E0024	RYAN WHITE ENDING HIV EPIDEMIC	\$ 154,834.17
E0025	DHHS-RYAN WHITE TITLE IV PART D - WOMEN, INFANTS, CHILDREN	26,951.54
E0027	RYAN WHITE PART C - OUTPATIENT EIS PROGRAM	150,721.09
E0028	RYAN WHITE HIV/AIDS TREATMENT MODERNIZATION ACT PART A	455,422.74
E0031	HIV/STATE SERVICES	55,158.46
E0032	RYAN WHITE PART B	252,012.28
E0037	HIV/HOPWA	23,464.80
E0061	HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)	28,094.05
F0028	RYAN WHITE PART A	1,664.27
F0031	HIV/STATE SERVICES FOR PMC	502.02
F0033	SURVEILLANCE	15,322.08

F0034	INFECTIOUS DISEASE SURVEILLANCE AND EPIDEMIOLOGY	1,162.38
F0035	HIV/PREVENTION	36,669.73
F0036	DSHS-ENDING THE HIV EPIDEMIC	23,123.27
F0038	STD/HIV OPERATIONS	191,889.28
F0040	COMMUNITY YOUTH DEVELOPMENT PROJECT	19,144.47
F0042	BIOTERRORISM PREPAREDNESS - LAB	34,613.12
F0043	CPS-PREPAREDNESS/HAZARDS (BIO TERRORISM)	110,604.63
F0044	DSHS-C.R.I - CITIES READINESS INITIATIVE	24,946.01
F0046	TUBERCULOSIS - PREVENTION AND CONTROL	207,055.77
F0051	IMMUNIZATIONS	159,208.11
F0054	INFECTIOUS DISEASE CONTROL	3,094.79
F0058	DSHS - HEALTHY TEXAS BABIES	17,764.05
F0060	WIC CARD PARTICIPATION	1,762,709.67
F0062	ESSENTIAL HEALTH SERVICES OFFICE OF PUBLIC HEALTH PRACTICE	32,214.19
F0081	DSHS-NORTH TEXAS SYNDROMIC SURVEILLANCE PROGRAM	2,703.95
F0093	NURSE FAMILY PARTNERSHIP GRANT	111,259.50
F0105	STD/HIV DISEASE INTERVENTION SPECIALISTS (STD/HIV-DIS)	87,248.89
F0108	CDC-STRENGTHEN PUBLIC HEALTH INFRASTRUCTURE, WORKFORCE, DATA	155,262.21
G0012	VETERANS COURT PROGRAM	39,217.45
G0018	CJD-REACHING INDEPENDENCE THROUGH SELF EMPOWERMENT (RISE)	69,222.85
G0081	VAWA - PROTECTIVE ORDER UNIT	102,365.93
G0084	D.I.R.E.C.T. COURT	51,563.54
G0085	MENTAL HEALTH DIVERSION COURT PROGRAM	28,114.89
G0087	CJD-INTIMATE PARTNER-FAMILY VIOLENCE VICTIM ADVOCATES	94,963.50
G0094	CJD- FAMILY RECOVERY COURT	11,250.00
H0001	COMMUNITY DEVELOPMENT - SUPPORTIVE HOUSING	1,759,691.78
H0040	HOME INVESTMENT PARTNERSHIP ACT - AMERICAN RESCUE PLAN	1,103,440.00
H0080	COMMUNITY DEVELOPMENT BLOCK GRANT - COVID - CARES	15,043.42
H0532	SUPPORTIVE HOUSING- SALVATION ARMY SIMON TRANSITIONAL HOUSING	52,283.53
L0013	OJP-DOJ-NIJ-FORENSIC DNA BACKLOG REDUCTION GRANT	28,531.25
L0019	OJP-DOJ-HUMAN TRAFFICKING TASK FORCE	61,000.86
M0012	AG - VINE (VICITIM IDENTIFICATION AND NOTIFICATION EVERYDAY	18,616.32
M0014	ACCESS AND VISITATION GRANT	16,788.00
M0022	AUTO THEFT TASK FORCE	681,717.23
M0040	HOMELAND SECURITY GRANT PROGRAM	24,792.37
M0044	TXDOT COURTESY PATROL PROGRAM	655,846.49
M0048	BILINGUAL VICTIMS ASSISTANCE COORDINATOR	5,385.06
M0061	TVC-VETERAN'S TREATMENT COURT	4,085.71
M0106	TDEM - FEMA HAZARD MITIGATION - FLOOD STUDY	43,203.73
P0027	TJJD-JJAEP PROGRAM	346,964.08
P0050	TJJD - TITLE IV E	19,906.30
P0111	STATE FINANCIAL ASSISTANCE FUND (CP)	22,873.62
R0010	SECTION 8 - EMERGENCY HOUSING VOUCHER	99,874.00
R0011	SECTION 8 - FOSTER YOUTH TO INDEPENDENCE	46,104.00
R0012	SECTION 8 - MAINSTREAM VOUCHER PROGRAM	219,277.00
R0013	HUD-SECTION 8 FUND BALANCE	3,605,691.41
R0014	SECTION 8 - HOUSING ADMIN	134,087.12
R0015	HUD - SECTION 8 PORTABILITY	75,882.63
R0025	FAMILY SELF SUFFICIENCY	18,951.02
R0310	SECTION 8 - EMERGENCY HOUSING VOUCHER (ADMIN)	7,900.07
L0021	MISSING and UNIDENTIFIED HUMAN REMAINS	13,039.27
G0097	CJD - HUMAN TRAFFICKING PROSECUTION UNIT (PASS-THROUGH)	95,634.33
R0112	MAINSTREAM ADMIN FEES	8,771.29
F0118	CDC-STRENGTHEN PUBLIC HEALTH INFRASTRUCTURE, WORKFORCE, DATA	2,047.01

FINANCIAL SECTION

TARRANT COUNTY, TEXAS

L0020	BJA FIELD INITIATED - ENCOURAGING INNOVATION	150,000.00
H0537	SAMARITIAN HOUSE - SAM HOUSE PERMANENT SUPPORTIVE HOUSING (P	3,964.31
M0113	US DEPT OF ENERGY-ENERGY EFFICIENCY & CONSERVATION BLOCK GRA	95,608.00
	SUB-TOTAL GRANTS	13,978,520.89
G1100	8TH ADMIN JUDICIAL REGION	155.55
T3000	DA - JPS CONTRACT	141,005.00
T3100	TC EMERGENCY SERVICES DISTRICT #1	36,013.90
T7100	CONTRACT ELECTIONS	575,118.00
	TOTAL \$	<u>14,730,813.34</u>

IV. INVESTMENTS

All securities held and transactions executed during the period conform to the requirements of the Government Code Section 2256, The Public Funds Investment Act, and the Tarrant County Investment Policy, as adopted by the Commissioners Court on November 11, 2025.

	Average Rate	
JPMorgan Chase Savings	3.68%	\$ 14,882,742
JPMorgan Chase Savings II	3.68%	38,018,365
JPMorgan Chase Checking	3.73%	303,516,132
Texas CLASS Investment Pool	3.97%	203,227,053
TexPool Investment Pool	3.83%	51,998,484
TexPool Prime Investment Pool	4.00%	<u>215,443,942</u>
TOTAL INVESTMENTS		<u>\$ 827,086,718</u>

The recorded position of the pools for Lone Star and TexPool are measured at amortized cost as these pools meet the requirements of GASB Statement No. 79. The recorded position of the pools for Texas CLASS and TexStar are measured at net asset value and are designed to approximate the share value.

V. CONTINGENCIES

The County is self-insured for workers' compensation, automobile bodily injury and property damage, comprehensive general liability and all self-insured retentions for existing policies. At September 30, 2024, \$19,567,800 has been accrued, based on an actuarial assessment, to provide for potential losses resulting from pending or threatened litigation, asserted claims and claims incurred but not reported.

VI. SCHEDULE OF OUTSTANDING BONDED DEBT

Outstanding bonded debt of the County consisted of the following as of December 31, 2025:

	<u>AMOUNT</u>	<u>INTEREST RATES</u>
2015A - Limited Tax Refunding & Improvement Bonds	5,550,000	1.97%
2016 - Limited Tax Refunding Bonds	20,490,000	1.48%
2017 - Limited Tax Refunding Bonds	18,525,000	2.13%
2022A - Limited Tax Refunding Bonds	19,060,000	2.45%
2022B - Limited Tax Refunding Bonds	45,275,000	3.13%
2022 - Limited Tax Bonds	<u>205,150,000</u>	4.00% to 5.00%
Total Outstanding Bonded Debt	<u><u>314,050,000</u></u>	

Arbitrage provisions of the Internal Revenue Tax Act of 1986 require the County to rebate excess arbitrage earnings from bond proceeds to the federal government. This amount was estimated to be \$4,561,047 as of September 30, 2024.

FINANCIAL SECTION

TARRANT COUNTY, TEXAS

The following is a summary of annual debt service payments to maturity for the County's bonds as of September 30, 2025. Principal payments are made annually in July. Interest payments are made biannually in January and July.

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2026	30,535,000	11,563,132	42,098,132
2027	25,660,000	10,778,043	36,438,043
2028	22,480,000	10,079,866	32,559,866
2029	16,075,000	9,454,379	25,529,379
2030	16,615,000	8,911,149	25,526,149
2031	13,235,000	8,346,894	21,581,894
2032	13,740,000	7,844,648	21,584,648
2033	14,260,000	7,321,086	21,581,086
2034	12,150,000	6,775,457	18,925,457
2035	12,655,000	6,271,814	18,926,814
2036	8,870,000	5,745,450	14,615,450
2037	9,315,000	5,301,950	14,616,950
2038	9,780,000	4,836,200	14,616,200
2039	10,270,000	4,347,200	14,617,200
2040	10,680,000	3,936,400	14,616,400
2041	11,105,000	3,509,200	14,614,200
2042	11,550,000	3,065,000	14,615,000
2043	12,015,000	2,603,000	14,618,000
2044	12,495,000	2,122,400	14,617,400
2045	12,995,000	1,622,600	14,617,600
2046	13,515,000	1,102,800	14,617,800
2047	14,055,000	562,200	14,617,200
Total:	<u>\$ 314,050,000</u>	<u>\$ 126,100,868</u>	<u>\$ 440,150,868</u>



VII. SCHEDULE OF INTERFUND TRANSFERS

The following is a summary of County interfund transfers as of December 31, 2025:

	<u>TRANSFERS IN</u>	<u>TRANSFERS OUT</u>
GENERAL FUND		
Transfers from court house security fund	\$ 248,552.18	\$ -
Transfers from justice court building security fund	2,029.68	-
Transfers from language access fund	56,864.61	-
Transfers to capital replacement fund	-	2,958,775.97
Transfers to cscd bond supervision unit	-	1,377,994.37
Transfers to employee group insurance fund	-	750,000.00
Transfers to non-debt capital fund	-	2,749,999.97
Transfers to road and bridge fund	-	2,406,525.28
Transfers to law enforcement task force fund	-	62,500.03
Transfers to self-insurance fund	-	437,500.03
TOTAL GENERAL FUND	<u>307,446.47</u>	<u>10,743,295.65</u>
ROAD AND BRIDGE FUND		
Transfers from general fund	<u>2,406,525.28</u>	-
TOTAL ROAD AND BRIDGE FUND	<u>2,406,525.28</u>	-
CAPITAL FUNDS		
NON-DEBT CAPITAL FUND (45100)		
Transfers to capital replacement fund	-	2,582,500.03
Transfers to employee group insurance fund	-	1,000,000.03
Transfers from general fund	2,749,999.97	-
CAPITAL REPLACEMENT FUND (45400)		
Transfers from general fund	2,958,775.97	-
Transfers from non-debt capital fund	<u>2,582,500.03</u>	-
TOTAL CAPITAL FUNDS	<u>8,291,275.97</u>	<u>3,582,500.06</u>
SPECIAL REVENUE FUNDS		
COURTHOUSE SECURITY FUND (22100)		
Transfers to general fund	-	248,552.18
JUSTICE COURT BUILDING SECURITY (22800)		
Transfers to general fund	-	2,029.68
LANGUAGE ACCESS FUND (23600)		
Transfers to general fund	-	56,864.61
LAW ENFORCEMENT TASK FORCE FUND (S9300)		
Transfers from general fund	62,500.03	-
CSCD BOND SUPERVISION FUND (T3300)		
Transfers from general fund	<u>1,377,994.37</u>	-
TOTAL SPECIAL REVENUE FUNDS	<u>1,440,494.40</u>	<u>307,446.47</u>

VII. SCHEDULE OF INTERFUND TRANSFERS (CONTINUED)

	<u>TRANSFERS IN</u>	<u>TRANSFERS OUT</u>
INTERNAL SERVICE FUNDS		
SELF-INSURANCE FUND (61500)		
Transfers from general fund	437,500.03	-
EMPLOYEE GROUP INSURANCE (65100)		
Transfers from general fund	750,000.00	-
Transfers from non-debt capital fund	1,000,000.03	-
TOTAL INTERNAL SERVICE FUNDS	<u>2,187,500.06</u>	<u>-</u>
TOTAL TRANSFERS	<u>\$ 14,633,242.18</u>	<u>\$ 14,633,242.18</u>



**CAPITAL PROJECT FUNDS
FUND DESCRIPTIONS****FUND 45100 - NON-DEBT CAPITAL FUND**

This fund was established to account for capital acquisitions funded from County auction proceeds, operating transfers from general fund, gas signing bonuses and gas royalties.

FUND 45400 – CAPITAL REPLACEMENT FUND

This fund was established to account for long-term planning replacement of capital assets.

FUND 45500 - COURT FACILITY FUND

This fund was established pursuant to State statutes, to account for the collection and expenditure of monies collected from filing fees for the construction, renovation, or improvement of facilities that house the courts.

FUND 47600 – 2006 BOND ELECTION FUND

This fund was established to account for the expenditure of the proceeds of General Obligation Bonds issued to fund capital acquisitions originally approved by the voters.

FUND 47700 – 2006 BOND ELECTION-TRANSPORTATION FUND

This fund was established to account for the expenditure of the proceeds of General Obligation Bonds issued to fund transportation projects originally approved by the voters.

FUND 47800 – 2021 BOND ELECTION-TRANSPORTATION FUND

This fund was established to account for the expenditure of the proceeds of General Obligation Bonds issued to fund transportation projects originally approved by the voters.

FUND 51200 – OIL & GAS ROYALTY FUND

This fund was established to account for proceeds from the lease of County mineral rights on the Resource Connection campus.

FINANCIAL SECTION

TARRANT COUNTY, TEXAS

COMBINING BALANCE SHEET CAPITAL PROJECTS FUNDS As of 12/31/2025

Combined Total		Non-Debt Capital	Capital Replacement Fund	Court Facility Fund
<u>ASSETS</u>				
\$ 458,274,039	Cash, cash equivalents, and investments	\$ 61,461,679	\$ 197,959,353	\$ 2,878,651
159,000	Supplies and prepaid items	150,000	9,000	-
<u>\$ 458,433,039</u>	TOTAL ASSETS	<u>\$ 61,611,679</u>	<u>\$ 197,968,353</u>	<u>\$ 2,878,651</u>
<u>LIABILITIES</u>				
1,897,134	Accounts payable	1,164,274	551,546	-
<u>1,897,134</u>	TOTAL LIABILITIES	<u>1,164,274</u>	<u>551,546</u>	<u>-</u>
<u>FUND BALANCES</u>				
456,535,905	TOTAL FUND BALANCES	60,447,405	197,416,807	2,878,651
<u>\$ 458,433,039</u>	TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 61,611,679</u>	<u>\$ 197,968,353</u>	<u>\$ 2,878,651</u>

<u>2006 Bond Election</u>	<u>2006 Bond Election Transportation</u>	<u>2021 Bond Election Transportation</u>	<u>Oil & Gas Royalty</u>
\$ 1,763,275	\$ 8,668,764	\$ 183,688,915	\$ 1,853,402
-	-	-	-
<u>\$ 1,763,275</u>	<u>\$ 8,668,764</u>	<u>\$ 183,688,915</u>	<u>\$ 1,853,402</u>
-	88,780	71,335	21,199
-	88,780	71,335	21,199
1,763,275	8,579,984	183,617,580	1,832,203
<u>\$ 1,763,275</u>	<u>\$ 8,668,764</u>	<u>\$ 183,688,915</u>	<u>\$ 1,853,402</u>

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUNDS

For the three (3) months ended 12/31/2025

Combined Total		Non-Debt Capital	Capital Replacement Fund	Court Facility Fund
<u>REVENUES:</u>				
\$ 224,748	Fees of office	\$ -	\$ -	\$ 224,748
4,682,023	Investment income	656,974	1,972,965	27,423
49,773	Other revenues	38,457	-	-
4,956,544	TOTAL REVENUES	695,431	1,972,965	252,171
<u>EXPENDITURES:</u>				
14,524,730	Capital outlay	5,294,063	5,540,880	790
14,524,730	TOTAL EXPENDITURES	5,294,063	5,540,880	790
(9,568,186)	Excess (deficiency) of revenues over (under) expenditures	(4,598,632)	(3,567,915)	251,381
<u>OTHER FINANCING SOURCES (USES):</u>				
8,291,276	Transfers in	2,750,000	5,541,276	-
(3,582,500)	Transfers out	(3,582,500)	-	-
4,708,776	TOTAL OTHER FINANCING SOURCES (USES)	(832,500)	5,541,276	-
(4,859,410)	CHANGE IN FUND BALANCE	(5,431,132)	1,973,361	251,381
461,395,315	FUND BALANCES, beginning of year	65,878,537	195,443,446	2,627,270
\$ 456,535,905	FUND BALANCES, end of period	\$ 60,447,405	\$ 197,416,807	\$ 2,878,651

<u>2006 Bond Election</u>	<u>2006 Bond Election Transportation</u>	<u>2021 Bond Election Transportation</u>	<u>Oil & Gas Royalty</u>
\$ -	\$ -	\$ -	\$ -
17,523	90,547	1,916,591	-
-	-	-	11,316
17,523	90,547	1,916,591	11,316
-	565,592	3,123,405	-
-	565,592	3,123,405	-
17,523	(475,045)	(1,206,814)	11,316
-	-	-	-
-	-	-	-
-	-	-	-
17,523	(475,045)	(1,206,814)	11,316
1,745,752	9,055,029	184,824,394	1,820,887
<u>\$ 1,763,275</u>	<u>\$ 8,579,984</u>	<u>\$ 183,617,580</u>	<u>\$ 1,832,203</u>

NONMAJOR GOVERNMENTAL FUNDS SPECIAL REVENUE FUNDS - FUND DESCRIPTIONS

FUND 24100 - LAW LIBRARY FUND

This fund was established, pursuant to State statutes, to account for the collection and expenditure of monies collected in civil cases supporting the Tarrant County Law Library.

FUND 25100 - VEHICLE INVENTORY TAX FUND

This fund was established, pursuant to State statutes, to account for any interest earnings generated from the vehicle inventory tax, which the collector shall retain to defray the cost of collecting this tax. The Tax Assessor has discretion over the use of this fund.

RECORDS PRESERVATION AND TECHNOLOGY FUNDS

These funds were established, pursuant to State statutes, to account for the collection and expenditure of monies collected for the preservation and automation of County records. These funds are further described on page 31.

FUND 24200 - EDUCATION FUND

This fund was established, pursuant to State statutes, to account for the collection and expenditure of monies collected to provide for the continuing education of those officials and employees associated with the probate courts and certain law enforcement offices.

FUND T0400 - PUBLIC HEALTH FUND

The Tarrant County Hospital District provides funding for the operation of the Tarrant County Health Department in an effort to aggregate the cost of health service to Tarrant County residents. This funding arrangement began in 1999. These costs were previously paid from the County's General fund. This fund also includes the Medicaid 1115 Waiver, this waiver is to enhance access to health care, increase the quality of care, improve the cost-effectiveness of care provided and better serve the health of the patients and their families.

FUND 22300 - CONSUMER HEALTH FUND

This fund was established, pursuant to State statutes, to account for the collection of food permit fees and expenditures incurred in connection with issuing permits and conducting inspections.

COURT DESIGNATED FUNDS

These funds were established to account for the collection and expenditures of court ordered fees, pursuant to State statutes. These funds are further described on page 36.

FUNDS D6200, D8700-D8900 - DISTRICT ATTORNEY CONTRACTS

These funds are used to account for monies collected by the District Attorney which are used in the investigation of criminal activities. These monies consist primarily of fees for bad checks and forfeited monies resulting from narcotics related convictions.

FUNDS S4300-S9700 – SHERIFF CONTRACTS

These funds are used to account for monies collected by activities in the Sheriff Department. These activities include fees from operation of the jail commissary which are used for the benefit of the jail inmates. Some of these funds are the custody of the Sheriff. Monies are also collected from forfeitures resulting from narcotics related activities.

FUNDS G1100,T0500-T9900 – MISCELLANEOUS CONTRACTS

These funds are used to account for monies received by Tarrant County as contributions for specified purposes.

FINANCIAL SECTION

TARRANT COUNTY, TEXAS

COMBINING BALANCE SHEET OTHER GOVERNMENTAL FUNDS As of 12/31/2025

Combined Total		Law Library	Vehicle Inventory Tax	Records Preservation & Technology Funds
<u>ASSETS</u>				
\$ 116,842,725	Cash, cash equivalents, and investments	\$ 2,603,283	\$ 5,161,903	\$ 26,017,643
4,501,908	Other receivables (net)	-	-	-
480,626	Supplies and prepaid items	209	-	153,586
<u>\$ 121,825,259</u>	TOTAL ASSETS	<u>\$ 2,603,492</u>	<u>\$ 5,161,903</u>	<u>\$ 26,171,229</u>
<u>LIABILITIES</u>				
\$ 1,031,160	Accounts payable	\$ 1,628	\$ 4,131	\$ 38,011
716,076	Other liabilities	18,122	1,777	44,078
752,292	Due to other funds	-	-	-
298,917	Unearned revenue	-	-	-
<u>2,798,445</u>	TOTAL LIABILITIES	<u>19,750</u>	<u>5,908</u>	<u>82,089</u>
<u>DEFERRED INFLOWS OF RESOURCES</u>				
540,913	Deferred lease inflow	-	-	-
<u>540,913</u>	TOTAL DEFERRED INFLOWS OF RESOURCES	<u>-</u>	<u>-</u>	<u>-</u>
<u>FUND BALANCES</u>				
118,485,901	TOTAL FUND BALANCES	2,583,742	5,155,995	26,089,140
<u>\$ 121,825,259</u>	TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	<u>\$ 2,603,492</u>	<u>\$ 5,161,903</u>	<u>\$ 26,171,229</u>

Education	Public Health	Consumer Health	Court Designated Funds	District Attorney Contracts	Sheriff Contracts	Miscellaneous Contracts
-						
\$ 264,632	\$ 37,055,286	\$ 3,213,839	\$ 6,733,795	\$ 2,575,488	\$ 5,142,008	\$ 28,074,848
-	3,633,238	-	-	60	417	868,193
-	121,869	-	-	-	204,962	-
<u>\$ 264,632</u>	<u>\$ 40,810,393</u>	<u>\$ 3,213,839</u>	<u>\$ 6,733,795</u>	<u>\$ 2,575,548</u>	<u>\$ 5,347,387</u>	<u>\$ 28,943,041</u>
-						
\$ 3,750	\$ 442,449	\$ 10	\$ 2,106	\$ 14,707	\$ 62,544	\$ 461,824
-	354,380	40,313	24,707	-	41,119	191,580
-	-	-	-	-	-	752,292
-	-	-	-	-	-	298,917
<u>3,750</u>	<u>796,829</u>	<u>40,323</u>	<u>26,813</u>	<u>14,707</u>	<u>103,663</u>	<u>1,704,613</u>
-						
-	540,913	-	-	-	-	-
-	540,913	-	-	-	-	-
-						
<u>260,882</u>	<u>39,472,651</u>	<u>3,173,516</u>	<u>6,706,982</u>	<u>2,560,841</u>	<u>5,243,724</u>	<u>27,238,428</u>
<u>\$ 264,632</u>	<u>\$ 40,810,393</u>	<u>\$ 3,213,839</u>	<u>\$ 6,733,795</u>	<u>\$ 2,575,548</u>	<u>\$ 5,347,387</u>	<u>\$ 28,943,041</u>

FINANCIAL SECTION

TARRANT COUNTY, TEXAS

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OTHER GOVERNMENTAL FUNDS

For the three (3) months ended 12/31/2025

Combined Total		Law Library	Vehicle Inventory Tax	Records Preservation & Technology Fund
<u>REVENUES:</u>				
\$ 67,043	Taxes	\$ -	\$ 67,043	\$ -
500	Licenses and permits	-	-	-
4,899,675	Fees of office	394,856	201,347	1,418,111
4,818,468	Intergovernmental	-	-	-
1,050,889	Investment income	-	43,912	276,653
1,434,489	Other revenues	11,475	125	239
12,271,064	TOTAL REVENUES	406,331	312,427	1,695,003
<u>EXPENDITURES:</u>				
	Current:			
2,754,022	General government	-	26,903	247,236
2,511,465	Public safety	-	-	-
941,246	Judicial	47,897	-	290,191
7,661,572	Community services	307,238	-	-
232,001	Capital outlay	13,166	647	-
14,100,306	TOTAL EXPENDITURES	368,301	27,550	537,427
(1,829,242)	Excess (deficiency) of revenues over (under) expenditures	38,030	284,877	1,157,576
<u>OTHER FINANCING SOURCES (USES):</u>				
1,440,494	Transfers in	-	-	-
(307,447)	Transfers out	-	-	-
1,133,047	TOTAL OTHER FINANCING SOURCES (USES)	-	-	-
(696,195)	CHANGE IN FUND BALANCE	38,030	284,877	1,157,576
119,182,096	FUND BALANCES, beginning of year	2,545,712	4,871,118	24,931,564
\$ 118,485,901	FUND BALANCES, end of period	\$ 2,583,742	\$ 5,155,995	\$ 26,089,140

Education	Public Health	Consumer Health	Court Designated Funds	District Attorney Contracts	Sheriff Contracts	Miscellaneous Contracts
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	-	500
6,120	355,078	708,821	778,369	-	-	1,036,973
-	3,438,978	-	333,457	-	-	1,046,033
-	410,502	-	48,400	25,588	43,982	201,852
-	912	-	200	107,841	901,416	412,281
6,120	4,205,470	708,821	1,160,426	133,429	945,398	2,697,639
-	784,785	-	110,000	-	-	1,585,098
14,223	-	-	-	-	892,483	1,604,759
11,495	-	-	315,467	83,293	-	192,903
-	4,452,882	404,235	-	-	-	2,497,217
-	64,668	-	1,541	23,175	106,139	22,665
25,718	5,302,335	404,235	427,008	106,468	998,622	5,902,642
(19,598)	(1,096,865)	304,586	733,418	26,961	(53,224)	(3,205,003)
-	-	-	-	-	62,500	1,377,994
-	-	-	(307,447)	-	-	-
-	-	-	(307,447)	-	62,500	1,377,994
(19,598)	(1,096,865)	304,586	425,971	26,961	9,276	(1,827,009)
280,480	40,569,516	2,868,930	6,281,011	2,533,880	5,234,448	29,065,437
<u>\$ 260,882</u>	<u>\$ 39,472,651</u>	<u>\$ 3,173,516</u>	<u>\$ 6,706,982</u>	<u>\$ 2,560,841</u>	<u>\$ 5,243,724</u>	<u>\$ 27,238,428</u>



**RECORDS PRESERVATION FUNDS
FUND DESCRIPTIONS****FUND 21100 - RECORDS PRESERVATION & AUTOMATION FUND - FILINGS**

This fund was established, pursuant to State statutes, to account for the collection and expenditure of monies collected from filing fees to allow for the preservation and automation of County records. The County Clerk has discretion over the use of this fund.

FUND 21200 - RECORDS PRESERVATION & AUTOMATION FUND - CONVICTIONS

This fund was established, pursuant to State statutes, to account for the collection and expenditure of monies collected in court for the preservation and automation of County records.

FUND 21300 - RECORDS PRESERVATION & RESTORATION FUND

This fund was established, pursuant to State statutes, to account for the collection and expenditure of monies collected from filing fees for the preservation and restoration of County records.

FUND 21400 - COURT RECORD PRESERVATION FUND

This fund was established, pursuant to State statutes, to account for the collection and expenditure of monies collected from filing fees for the preservation and restoration of County records.

FUND 21500 – DISTRICT COURT RECORDS TECHNOLOGY (ARCHIVE) FUND

This fund was established, pursuant to State statutes, to account for the collection and expenditure of monies collected from filing fees for the preservation and restoration of district court records archives.

FUND 21600 – DISTRICT CLERK RECORDS MANAGEMENT AND PRESERVATION FUND

This fund was established, pursuant to State statutes, to account for the collection and expenditure of monies collected from filing fees for the records management and preservation services by the court clerk.

FINANCIAL SECTION

TARRANT COUNTY, TEXAS

COMBINING BALANCE SHEET RECORDS PRESERVATION FUNDS

As of 12/31/2025

Combined Total		Records Preservation & Automation -Filings	Records Preservation & Automation -Convictions	Records Preservation & Restoration
<u>ASSETS</u>				
\$ 26,017,643	Cash, cash equivalents, and investments	\$ 14,034,546	\$ 103,525	\$ 9,068,643
153,586	Supplies and prepaid items	146,413	-	7,173
<u>\$ 26,171,229</u>	TOTAL ASSETS	<u>\$ 14,180,959</u>	<u>\$ 103,525</u>	<u>\$ 9,075,816</u>
<u>LIABILITIES</u>				
\$ 38,011	Accounts payable	\$ 30,139	\$ 1,622	\$ 6,250
44,078	Other liabilities	12,701	-	3,896
<u>82,089</u>	TOTAL LIABILITIES	<u>42,840</u>	<u>1,622</u>	<u>10,146</u>
<u>FUND BALANCES</u>				
<u>26,089,140</u>	TOTAL FUND BALANCES	<u>14,138,119</u>	<u>101,903</u>	<u>9,065,670</u>
<u>\$ 26,171,229</u>	TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 14,180,959</u>	<u>\$ 103,525</u>	<u>\$ 9,075,816</u>

Court Record Preservation	District Court Records Technology (Archive)	District Clerk Records Management & Preservation
\$ 469,664	\$ 52,492	\$ 2,288,773
-	-	-
<u>\$ 469,664</u>	<u>\$ 52,492</u>	<u>\$ 2,288,773</u>
\$ -	\$ -	\$ -
611	-	26,870
611	-	26,870
469,053	52,492	2,261,903
<u>\$ 469,664</u>	<u>\$ 52,492</u>	<u>\$ 2,288,773</u>

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES RECORDS PRESERVATION FUNDS

For the three (3) months ended 12/31/2025

Combined Total		Records Preservation & Automation -Filings	Records Preservation & Automation -Convictions	Records Preservation & Restoration
<u>REVENUES:</u>				
\$ 1,418,111	Fees of office	\$ 623,282	\$ 1,659	\$ 522,488
276,653	Investment income	136,817	1,019	110,861
<u>239</u>	Other revenues	<u>-</u>	<u>239</u>	<u>-</u>
1,695,003	TOTAL REVENUES	760,099	2,917	633,349
<u>EXPENDITURES:</u>				
	Current:			
247,236	General government	179,383	-	67,853
<u>290,191</u>	Judicial	<u>246</u>	<u>-</u>	<u>-</u>
<u>537,427</u>	TOTAL EXPENDITURES	<u>179,629</u>	<u>-</u>	<u>67,853</u>
1,157,576	Excess (deficiency) of revenues over (under) expenditures	580,470	2,917	565,496
<u>24,931,564</u>	FUND BALANCES, beginning of year	<u>13,557,649</u>	<u>98,986</u>	<u>8,500,174</u>
<u>\$ 26,089,140</u>	FUND BALANCES, end of period	<u>\$ 14,138,119</u>	<u>\$ 101,903</u>	<u>\$ 9,065,670</u>

<u>Court Record Preservation</u>	<u>District Court Records Technology (Archive)</u>	<u>District Clerk Records Management & Preservation</u>
\$ 751	\$ 746	\$ 269,185
4,716	517	22,723
<u>-</u>	<u>-</u>	<u>-</u>
5,467	1,263	291,908
-	-	-
<u>10,383</u>	<u>-</u>	<u>279,562</u>
<u>10,383</u>	<u>-</u>	<u>279,562</u>
(4,916)	1,263	12,346
<u>473,969</u>	<u>51,229</u>	<u>2,249,557</u>
<u>\$ 469,053</u>	<u>\$ 52,492</u>	<u>\$ 2,261,903</u>

COURT DESIGNATED FUNDS FUND DESCRIPTIONS

FUND 22100 - COURTHOUSE SECURITY FUND

This fund was established, pursuant to State statutes, to account for the collection of Courthouse security fees assessed in court cases. Revenue is subsequently transferred to the general fund where expenditures for Courthouse security are recorded.

FUND 22400 – JUVENILE DELINQUENCY PREVENTION FUND

This fund was established, pursuant to State statutes, to account for the collection of a fee related to graffiti court cases. The revenues in this fund are to be used to repair damages, provide educational and intervention programs, and provide rewards to the public for aiding in the apprehension and prosecution of offenders who commit graffiti offenses.

FUND 22500 - ALTERNATIVE DISPUTE RESOLUTION SYSTEM (ADRS)

This fund was established, pursuant to State statutes, to account for an alternative dispute resolution system for the peaceable and expeditious resolution of citizen disputes.

FUND 22600 – PROBATE CONTRIBUTIONS FUND

This fund was established, pursuant to State statutes, to account for the collection of a fee under Section 51.704. The revenues in this fund are to be used for court-related purposes for the support of the statutory probate courts.

FUND 24300 - APPELLATE JUDICIAL SYSTEM FUND

This fund was established, pursuant to State statutes, to account for the collection and expenditure of monies collected in civil cases to provide for a portion of the operational costs of the Court of Appeals.

FUND 22700 – JUSTICE COURT TECHNOLOGY FUND

This fund was established, pursuant to State statutes, to account for the collection and expenditure of monies to provide for technology in the justice of the peace courts.

FUND 22800 – JUSTICE COURT BUILDING SECURITY FUND

This fund was established, pursuant to State statutes, to account for the collection and expenditure of monies to provide for security in the justice court buildings.

FUND 22900 – CHILD ABUSE PREVENTION FUND

This fund was established, pursuant to State statutes, to account for the collection and expenditure of monies to provide for child abuse prevention programs.

FUND 23100 – GUARDIANSHIP FUND

This fund was established, pursuant to State statutes, to account for the collection and expenditure of monies to provide compensation of a guardian ad litem, an attorney ad litem, and/or fund local guardianship programs for indigent incapacitated persons.

FUND 23200 – DRUG AND ALCOHOL COURT FUND

This fund was established, pursuant to State statutes, to account for the collection and expenditure of monies to provide for drug and alcohol court program.

FUND 23300 – COUNTY AND DISTRICT COURT TECHNOLOGY FUND

This fund was established, pursuant to State statutes, to account for the collection and expenditure of monies to provide for county and district court technology.

FUND 23400 – SPECIALTY COURT FUND

This fund was established, pursuant to State statutes, to account for the collection and expenditure of monies to provide for eligible specialty court programs.

FUND 23500 – TRUANCY PREVENTION AND DIVERSION FUND

This fund was established, pursuant to State statutes, to account for the collection and expenditure of monies to provide for a juvenile case manager and implement programs to prevent or reduce juvenile referrals to the court.

FUND 23600 – LANGUAGE ACCESS FUND

This fund was established, pursuant to State statutes, to account for the collection and expenditure of monies to provide language access services for individuals appearing before the court or receiving court services.

COMBINING BALANCE SHEET (CONTINUED)
COURT DESIGNATED FUNDS
As of 12/31/2025

<u>Combined Total</u>		<u>Courthouse Security</u>	<u>Juvenile Delinquency Prevention</u>	<u>ADRS</u>
<u>ASSETS</u>				
6,733,795	Cash, cash equivalents, and investments	-	5,659	3,737,522
<u>\$ 6,733,795</u>	TOTAL ASSETS	<u>\$ -</u>	<u>\$ 5,659</u>	<u>\$ 3,737,522</u>
<u>LIABILITIES</u>				
\$ 2,106	Accounts payable	\$ -	\$ -	\$ 736
<u>24,707</u>	Other liabilities	<u>-</u>	<u>-</u>	<u>17,596</u>
<u>26,813</u>	TOTAL LIABILITIES	<u>-</u>	<u>-</u>	<u>18,332</u>
<u>FUND BALANCES</u>				
<u>6,706,982</u>	TOTAL FUND BALANCES	<u>-</u>	<u>5,659</u>	<u>3,719,190</u>
<u>\$ 6,733,795</u>	TOTAL LIABILITIES AND FUND BALANCES	<u>\$ -</u>	<u>\$ 5,659</u>	<u>\$ 3,737,522</u>

Probate Contribution Fund	Appellate Judicial System	Justice Court Technology Fund	Justice Court Bldg Security Fund	Child Abuse Prevention Fund	Guardianship Fund	Drug & Alcohol Court
1,429,869	35,581	325,784	-	42,129	82,561	115,403
<u>\$ 1,429,869</u>	<u>\$ 35,581</u>	<u>\$ 325,784</u>	<u>\$ -</u>	<u>\$ 42,129</u>	<u>\$ 82,561</u>	<u>\$ 115,403</u>
\$ 628	\$ 742	\$ -	\$ -	\$ -	\$ -	\$ -
2,017	3,199	-	-	-	-	-
2,645	3,941	-	-	-	-	-
1,427,224	31,640	325,784	-	42,129	82,561	115,403
<u>\$ 1,429,869</u>	<u>\$ 35,581</u>	<u>\$ 325,784</u>	<u>\$ -</u>	<u>\$ 42,129</u>	<u>\$ 82,561</u>	<u>\$ 115,403</u>

COMBINING BALANCE SHEET (CONCLUDED) COURT DESIGNATED FUNDS

As of 12/31/2025

	County & District Court Technology Fund	Specialty Court Fund	Truancy Prevention & Diversion Fund	Language Access Fund
<u>ASSETS</u>				
Cash, cash equivalents, and investments	341,231	32,464	198,779	386,813
TOTAL ASSETS	<u>\$ 341,231</u>	<u>\$ 32,464</u>	<u>\$ 198,779</u>	<u>\$ 386,813</u>
<u>LIABILITIES</u>				
Accounts payable	\$ -	\$ -	\$ -	\$ -
Other liabilities	-	1,895	-	-
TOTAL LIABILITIES	-	1,895	-	-
<u>FUND BALANCES</u>				
TOTAL FUND BALANCES	341,231	30,569	198,779	386,813
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 341,231</u>	<u>\$ 32,464</u>	<u>\$ 198,779</u>	<u>\$ 386,813</u>



STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES (CONTINUED) - COURT DESIGNATED FUNDS

For the three (3) months ended 12/31/2025

Combined Total		Courthouse Security	Juvenile Delinquency Prevention	ADRS
REVENUES:				
\$ 778,369	Fees of office	\$ 248,539	\$ 51	\$ 282,182
333,457	Intergovernmental	-	-	-
48,400	Investment income	-	56	36,602
200	Other revenues	-	-	200
1,160,426	TOTAL REVENUES	248,539	107	318,984
EXPENDITURES:				
	Current:			
110,000	General government	-	-	-
315,467	Judicial	-	-	181,176
1,541	Capital outlay	-	-	-
427,008	TOTAL EXPENDITURES	-	-	181,176
733,418	Excess (deficiency) of revenues over (under) expenditures	248,539	107	137,808
OTHER FINANCING SOURCES (USES):				
(307,447)	Transfers out	(248,539)	-	-
(307,447)	TOTAL OTHER FINANCING SOURCES (USES)	(248,539)	-	-
425,971	CHANGE IN FUND BALANCE	-	107	137,808
6,281,011	FUND BALANCES, beginning of year	-	5,552	3,581,382
\$ 6,706,982	FUND BALANCES, end of period	\$ -	\$ 5,659	\$ 3,719,190

Probate Contribution Fund	Appellate Judicial System	Justice Court Technology Fund	Justice Court Bldg Security Fund	Child Abuse Prevention Fund	Guardianship Fund	Drug & Alcohol Court
\$ -	\$ 56,217	\$ 6,706	\$ 2,043	\$ 2,635	\$ 26,040	\$ 679
333,457	-	-	-	-	-	-
1	432	3,205	-	405	878	1,143
-	-	-	-	-	-	-
333,458	56,649	9,911	2,043	3,040	26,918	1,822
-	-	-	-	-	110,000	-
46,206	50,028	-	-	-	-	-
1,541	-	-	-	-	-	-
47,747	50,028	-	-	-	110,000	-
285,711	6,621	9,911	2,043	3,040	(83,082)	1,822
-	-	-	(2,043)	-	-	-
-	-	-	(2,043)	-	-	-
285,711	6,621	9,911	-	3,040	(83,082)	1,822
1,141,513	25,019	315,873	-	39,089	165,643	113,581
<u>\$ 1,427,224</u>	<u>\$ 31,640</u>	<u>\$ 325,784</u>	<u>\$ -</u>	<u>\$ 42,129</u>	<u>\$ 82,561</u>	<u>\$ 115,403</u>

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES (CONCLUDED) - COURT DESIGNATED FUNDS

For the three (3) months ended 12/31/2025

	County & District Court Technology Fund	Specialty Court Fund	Truancy Prevention & Diversion Fund	Language Access Fund
<u>REVENUES:</u>				
Fees of office	\$ 7,036	\$ 36,597	\$ 8,133	\$ 101,511
Intergovernmental	-	-	-	-
Investment income	3,354	388	1,936	-
Other revenues	-	-	-	-
TOTAL REVENUES	10,390	36,985	10,069	101,511
<u>EXPENDITURES:</u>				
Current:				
General government	-	-	-	-
Judicial	-	38,057	-	-
Capital outlay	-	-	-	-
TOTAL EXPENDITURES	-	38,057	-	-
Excess (deficiency) of revenues over (under) expenditures	10,390	(1,072)	10,069	101,511
<u>OTHER FINANCING SOURCES (USES):</u>				
Transfers out	-	-	-	(56,865)
TOTAL OTHER FINANCING SOURCES (USES)	-	-	-	(56,865)
CHANGE IN FUND BALANCE	10,390	(1,072)	10,069	44,646
FUND BALANCES, beginning of year	330,841	31,641	188,710	342,167
FUND BALANCES, end of period	<u>\$ 341,231</u>	<u>\$ 30,569</u>	<u>\$ 198,779</u>	<u>\$ 386,813</u>



**SUMMARY OF CASH AND INVESTMENTS
GOVERNMENTAL, PROPRIETARY, AND FIDUCIARY FUNDS
As of 12/31/2025**

	BEGINNING CASH BALANCE December 2025	INCREASE (DECREASE) FOR December 2025	ENDING CASH BALANCE December 2025
GOVERNMENTAL FUNDS:			
MAJOR FUNDS			
General Fund	\$ 95,199,491	47,758,104	\$ 142,957,595
Road and Bridge	25,870,512	264,750	26,135,262
Debt Service	4,963,314	6,935,721	11,899,035
Capital Projects	461,173,166	(2,899,127)	458,274,039
Grant Funds	56,875,368	(5,603,287)	51,272,081
Other Governmental Funds	118,475,598	(1,632,873)	116,842,725
TOTAL GOVERNMENTAL FUNDS	762,557,449	44,823,288	807,380,737
PROPRIETARY FUNDS:			
INTERNAL SERVICE FUNDS			
Self Insurance	13,447,891	174,191	13,622,082
Workers Compenstation	6,420,397	68,028	6,488,425
County Clerk Professional Liability	838,535	2,709	841,244
District Clerk Professional Liability	465,964	1,514	467,478
Employee Benefits	24,458,046	(3,020,161)	21,437,885
TOTAL PROPRIETARY FUNDS	45,630,833	(2,773,719)	42,857,114
FIDUCIARY FUNDS:			
State Comptroller Fund	22,713,475	(8,134,422)	14,579,053
Other Custodial Funds	132,664,961	(28,330,757)	104,334,204
Community Supervision & Corrections	10,195,824	3,092,165	13,287,989
TOTAL FIDUCIARY FUNDS	165,574,260	(33,373,014)	132,201,246
TOTAL GOVERNMENTAL, PROPRIETARY, AND FIDUCIARY FUNDS:	\$ 973,762,542	8,676,555	\$ 982,439,097

**TARRANT COUNTY
BUDGETARY INFORMATION**



**SUMMARY BUDGET VERSUS ACTUAL (BUDGET BASIS)
REVENUE AND EXPENDITURES (TAX SUPPORTED FUNDS) (CONTINUED)**

For the three (3) months ended 12/31/2025

	Current Month Actual	YTD Total	Budget	Percent	Last Year Percent
GENERAL FUND					
REVENUES:					
Taxes	\$ 93,051,371	\$ 132,219,567	\$ 487,149,069	27.14%	48.67%
Licenses	42,173	168,645	1,300,000	12.97%	21.58%
Fees of Office	3,200,812	9,110,095	75,138,700	12.12%	12.25%
Intergovernmental	1,738,394	6,901,897	36,594,309	18.86%	19.20%
Investment Income	506,479	1,667,800	9,394,575	17.75%	18.78%
Other Revenues	1,026,515	2,810,032	11,283,450	24.90%	22.31%
Transfers	107,737	307,446	1,200,000	25.62%	22.36%
Contingent	-	-	5,000,000		
Cash Carryforward	-	120,270,223	113,835,104		
Total Revenues	<u>\$ 99,673,481</u>	<u>\$ 273,455,705</u>	<u>\$ 740,895,207</u>	<u>36.91%</u>	<u>53.33%</u>
EXPENDITURES:					
Personnel	\$ 38,918,504	\$ 112,492,776	\$ 444,062,219	25.33%	25.67%
Other	12,516,218	67,694,185	155,932,034	43.41%	43.63%
Transfers	3,507,203	10,743,296	42,593,382	25.22%	28.48%
Grant Match and Subsidy	15,418	134,112	3,211,950	4.18%	5.48%
Undesignated	-	-	7,095,622		
Contingent	-	-	5,000,000		
Reserves	-	-	83,000,000		
Total Expenditures	<u>\$ 54,957,343</u>	<u>\$ 191,064,369</u>	<u>\$ 740,895,207</u>	<u>25.79%</u>	<u>26.07%</u>
ROAD & BRIDGE FUND					
REVENUES:					
Taxes	\$ -	\$ 72	\$ -	OVER 100%	
Fees of Office	1,571,585	4,457,620	19,099,750	23.34%	22.25%
Intergovernmental	-	28,761	63,000	45.65%	94.53%
Investment Income	82,713	257,652	900,000	28.63%	38.50%
Other Revenues	-	46,776	205,000	22.82%	23.55%
Transfers	802,175	2,406,525	10,971,945	21.93%	25.00%
Cash Carryforward	-	20,029,304	10,947,950		
Total Revenues	<u>\$ 2,456,473</u>	<u>\$ 27,226,710</u>	<u>\$ 42,187,645</u>	<u>64.54%</u>	<u>60.09%</u>
EXPENDITURES:					
Personnel	\$ 1,613,984	\$ 4,727,896	\$ 21,428,661	22.06%	22.84%
Other	884,315	4,227,157	20,235,030	20.89%	19.99%
Undesignated	-	-	523,954		
Total Expenditures	<u>\$ 2,498,299</u>	<u>\$ 8,955,053</u>	<u>\$ 42,187,645</u>	<u>21.23%</u>	<u>20.89%</u>

BUDGETARY SECTION

TARRANT COUNTY, TEXAS

SUMMARY BUDGET VERSUS ACTUAL (BUDGET BASIS) REVENUE AND EXPENDITURES (TAX SUPPORTED FUNDS) (CONCLUDED)

For the three (3) months ended 12/31/2025

	Current Month Actual	YTD Total	Budget	Percent	Last Year Percent
DEBT SERVICE FUND					
REVENUES:					
Taxes	\$ 6,911,780	\$ 9,906,775	\$ 37,886,350	26.15%	48.26%
Investment Income	23,940	42,437	675,000	6.29%	5.46%
Cash Carryforward	-	1,949,823	1,844,483		
Total Revenues	<u>\$ 6,935,720</u>	<u>\$ 11,899,035</u>	<u>\$ 40,405,833</u>	<u>29.45%</u>	<u>49.01%</u>
EXPENDITURES:					
Principal	\$ -	\$ -	\$ 32,816,567	0.00%	0.00%
Interest and fees	-	-	5,789,266	0.00%	0.00%
Reserves	-	-	1,800,000		
Total Expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 40,405,833</u>	<u>0.00%</u>	<u>0.00%</u>

**GENERAL FUND FEES OF OFFICE ANALYSIS
(BUDGET BASIS)**
For the three (3) months ended 12/31/2025

FEE OFFICE	Actual Revenue	Annual Budget	Percent Collected	Last Year Percent
Tax Assesor/Collector	\$ 1,905,852	\$ 46,418,000	4.11%	3.92%
County Clerk	2,898,021	11,189,300	25.90%	25.02%
Sheriff	93,791	348,800	26.89%	27.45%
Constable 1	186,602	839,500	22.23%	25.20%
Constable 2	277,691	1,265,000	21.95%	23.49%
Constable 3	128,888	575,000	22.42%	23.82%
Constable 4	138,689	575,000	24.12%	28.97%
Constable 5	156,246	690,000	22.64%	24.03%
Constable 6	146,332	603,750	24.24%	24.77%
Constable 7	235,809	1,092,500	21.58%	25.41%
Constable 8	275,121	1,121,250	24.54%	26.64%
District Clerk	1,171,948	4,977,000	23.55%	25.74%
Domestic Relations	217,092	926,600	23.43%	27.87%
District Attorney	25,249	110,000	22.95%	27.40%
Justice of the Peace 1	60,249	220,000	27.39%	29.82%
Justice of the Peace 2	101,393	350,000	28.97%	25.73%
Justice of the Peace 3	53,482	170,000	31.46%	28.51%
Justice of the Peace 4	79,015	225,000	35.12%	32.54%
Justice of the Peace 5	60,393	220,000	27.45%	28.16%
Justice of the Peace 6	67,931	200,000	33.97%	26.71%
Justice of the Peace 7	127,323	365,000	34.88%	29.44%
Justice of the Peace 8	85,875	280,000	30.67%	29.17%
County Courts	5,714	23,000	24.84%	24.74%
Medical Examiner	476,641	1,835,000	25.97%	23.87%
Other	133,498	519,000	25.72%	25.28%
TOTAL	\$ 9,110,095	\$ 75,138,700	12.12%	12.25%
RATABLE COLLECTION PERCENTAGE			25.00%	

BUDGETARY SECTION

TARRANT COUNTY, TEXAS

GENERAL FUND (CONTINUED) BUDGET REPORT BY DEPARTMENT For the three (3) months ended 12/31/2025

	Current		Total		Unexpended Budget	% Budget Used
	Month Expenditures	Encumbrances & Commitments	Expenditures & Commitments	Encumbrances & Commitments		
GENERAL FUND (10000)						
County Judge	\$ 101,397	\$ -	\$ 295,018	\$ 1,192,228	\$ 897,210	24.75%
County Administrator	146,148	10,160	429,788	2,114,683	1,684,895	20.32%
Communications	23,240	4,047	71,430	447,711	376,281	15.95%
Emergency Management	73	-	22,308	206,746	184,438	10.79%
Non-Departmental	4,889,460	1,692,178	16,844,856	57,578,463	40,733,607	29.26%
Auditor	713,667	28,273	2,079,672	8,210,492	6,130,820	25.33%
Budget/Risk Management	187,728	6	517,747	2,153,671	1,635,924	24.04%
Tax Assessor / Collector	1,721,573	768,454	5,610,401	18,371,680	12,761,279	30.54%
Elections Administration	500,202	128,257	2,091,781	11,836,946	9,745,165	17.67%
Information Technology	5,779,299	4,246,170	18,584,103	57,261,729	38,677,626	32.45%
Human Resources	272,598	118,531	844,347	3,530,603	2,686,256	23.92%
Purchasing	246,231	1,071	707,661	2,919,180	2,211,519	24.24%
Facilities	603,772	690,639	2,345,201	7,503,713	5,158,512	31.25%
Sheriff	6,029,951	715,825	17,997,661	66,681,971	48,684,310	26.99%
Sheriff - Confinement	10,479,282	11,809,865	42,019,971	116,252,319	74,232,348	36.15%
Constable Precinct 1	147,928	322	434,624	1,696,249	1,261,625	25.62%
Constable Precinct 2	148,895	1,067	437,972	1,777,005	1,339,033	24.65%
Constable Precinct 3	174,947	6,658	512,832	1,967,161	1,454,329	26.07%
Constable Precinct 4	113,710	-	331,062	1,386,197	1,055,135	23.88%
Constable Precinct 5	121,295	1,184	344,550	1,377,202	1,032,652	25.02%
Constable Precinct 6	99,871	975	287,060	1,163,944	876,884	24.66%
Constable Precinct 7	160,247	751	472,892	1,913,662	1,440,770	24.71%
Constable Precinct 8	157,757	4,954	468,154	1,893,323	1,425,169	24.73%
Medical Examiner	1,766,265	616,906	5,132,115	16,756,625	11,624,510	30.63%
Fire Marshal	45,969	2,135	136,321	468,964	332,643	29.07%
Community Supervision	385,436	-	1,377,994	5,133,177	3,755,183	26.84%
Juvenile Services	2,153,914	2,167,158	8,405,671	27,121,397	18,715,726	30.99%
Buildings	2,781,900	7,472,793	13,003,868	33,138,900	20,135,032	39.24%
Resource Connection	85,407	191,096	404,858	1,078,687	673,829	37.53%
17TH District Court	28,696	669	83,731	341,603	257,872	24.51%
48TH District Court	29,982	20	85,936	353,626	267,690	24.30%
67TH District Court	29,253	839	87,996	349,287	261,291	25.19%
96TH District Court	28,946	-	85,919	344,015	258,096	24.98%
141ST District Court	29,203	-	74,280	335,214	260,934	22.16%
153RD District Court	38,874	-	112,590	451,867	339,277	24.92%
236TH District Court	30,995	1,212	86,956	337,397	250,441	25.77%
342ND District Court	28,523	-	82,519	340,916	258,397	24.21%
348TH District Court	29,427	699	85,950	342,370	256,420	25.10%
352ND District Court	29,495	31	85,790	342,076	256,286	25.08%
Criminal District Court 1	201,552	-	592,648	2,494,503	1,901,855	23.76%
Criminal District Court 2	180,754	567	658,090	2,113,076	1,454,986	31.14%
Criminal District Court 3	344,159	50	881,049	2,216,302	1,335,253	39.75%
Criminal District Court 4	179,990	-	546,217	1,901,188	1,354,971	28.73%
213TH District Court	224,581	-	646,168	2,506,565	1,860,397	25.78%
297TH District Court	174,235	-	547,488	2,067,767	1,520,279	26.48%
371ST District Court	274,459	-	728,354	2,404,039	1,675,685	30.30%
372ND District Court	352,173	41	820,303	2,212,358	1,392,055	37.08%

GENERAL FUND (CONTINUED)
BUDGET REPORT BY DEPARTMENT
For the three (3) months ended 12/31/2025

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
GENERAL FUND (10000)						
396TH District Court	\$ 220,694	\$ -	\$ 611,961	\$ 2,247,361	1,635,400	27.23%
432ND District Court	173,550	-	611,542	2,393,878	1,782,336	25.55%
485TH District Court	201,071	-	640,243	2,477,039	1,836,796	25.85%
Magistrate Court	247,674	-	715,562	2,770,613	2,055,051	25.83%
231ST District Court	130,317	664	395,132	1,654,662	1,259,530	23.88%
233RD District Court	128,568	-	439,677	2,194,947	1,755,270	20.03%
322ND District Court	109,561	-	329,783	1,093,462	763,679	30.16%
323RD District Court	211,899	-	558,507	2,420,293	1,861,786	23.08%
324TH District Court	88,323	1,004	292,966	1,081,485	788,519	27.09%
325TH District Court	81,995	1,277	337,701	1,039,707	702,006	32.48%
360TH District Court	116,597	1,569	368,480	1,384,812	1,016,332	26.61%
Criminal Court Administration	486,629	43,341	1,464,644	5,446,339	3,981,695	26.89%
Grand Jury	27,010	-	72,659	265,270	192,611	27.39%
Criminal Attorney Appointment	63,839	-	177,507	703,339	525,832	25.24%
Criminal Mental Health Court	18,848	-	54,385	286,775	232,390	18.96%
County Court at Law #1	61,482	268	174,539	709,551	535,012	24.60%
County Court at Law #2	62,073	837	184,372	673,246	488,874	27.39%
County Court at Law #3	51,640	-	158,167	697,382	539,215	22.68%
County Criminal Court 1	98,231	-	330,792	1,165,025	834,233	28.39%
County Criminal Court 2	90,395	-	270,171	1,027,408	757,237	26.30%
County Criminal Court 3	97,537	-	297,272	1,036,363	739,091	28.68%
County Criminal Court 4	103,130	-	303,133	997,589	694,456	30.39%
County Criminal Court 5	88,308	215	273,096	1,222,624	949,528	22.34%
County Criminal Court 6	113,800	-	345,212	852,143	506,931	40.51%
County Criminal Court 7	99,231	-	277,258	901,810	624,552	30.74%
County Criminal Court 8	85,364	148	276,241	916,287	640,046	30.15%
County Criminal Court 9	85,764	-	274,881	862,093	587,212	31.89%
County Criminal Court 10	92,303	-	280,785	795,046	514,261	35.32%
Probate Court 1	190,488	22	531,260	2,278,871	1,747,611	23.31%
Probate Court 2	172,376	-	513,288	2,092,116	1,578,828	24.53%
Justice of the Peace Pct 1	84,813	4,640	244,550	1,022,875	778,325	23.91%
Justice of the Peace Pct 2	85,069	55	247,058	1,049,599	802,541	23.54%
Justice of the Peace Pct 3	88,596	17,321	272,300	1,019,901	747,601	26.70%
Justice of the Peace Pct 4	80,690	8,488	237,630	915,302	677,672	25.96%
Justice of the Peace Pct 5	79,397	11,359	254,295	955,429	701,134	26.62%
Justice of the Peace Pct 6	83,368	9,715	249,079	985,599	736,520	25.27%
Justice of the Peace Pct 7	88,298	1,474	260,679	1,065,797	805,118	24.46%
Justice of the Peace Pct 8	89,330	10,943	266,340	1,050,564	784,224	25.35%
Crim District Attorney	4,175,327	408,205	12,716,364	51,084,011	38,367,647	24.89%
District Clerk	1,084,371	69,530	3,214,031	12,748,184	9,534,153	25.21%
County Clerk	1,057,955	623,394	3,710,649	14,613,882	10,903,233	25.39%
Domestic Relations	733,940	11,274	2,128,504	8,976,023	6,847,519	23.71%
Jury Services	170,338	319,677	1,059,456	3,254,366	2,194,910	32.55%
Courts / Judiciary	3,678	-	14,499	7,973,438	7,958,939	0.18%
Human Services	33,926	-	431,477	810,108	378,631	53.26%
Child Protective Services	20,104	-	66,419	3,028,151	2,961,732	2.19%

BUDGETARY SECTION

TARRANT COUNTY, TEXAS

GENERAL FUND (CONCLUDED) BUDGET REPORT BY DEPARTMENT For the three (3) months ended 12/31/2025

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
GENERAL FUND (10000)						
Texas AgriLife Extension	\$ 70,700	\$ -	\$ 209,625	\$ 838,027	\$ 628,402	25.01%
Veterans Services	59,461	2,702	179,047	708,442	529,395	25.27%
Historical Commission	33,272	-	85,485	324,319	238,834	26.36%
Community Outreach	109,297	2,190,703	2,386,876	2,686,877	300,001	88.83%
Comm Pct 1 - General	112,029	1,635	302,136	1,293,388	991,252	23.36%
Comm Pct 2 - General	89,537	-	271,775	1,316,464	1,044,689	20.64%
Comm Pct 3 - General	103,694	-	275,087	1,242,248	967,161	22.14%
Comm Pct 4 - General	97,482	154	279,774	1,265,557	985,783	22.11%
Fleet Services	235,097	819,775	1,502,004	4,082,751	2,580,747	36.79%
GENERAL FUND - CASH MATCH (10010)						
Sheriff	\$ -	\$ -	\$ 31,375	\$ 179,639	\$ 148,264	17.47%
Criminal Court Administration	-	-	-	8,000	8,000	0.00%
Crim District Attorney	-	-	-	42,855	42,855	0.00%
GENERAL FUND - OPERATING SUBSIDY (10020)						
Sheriff	\$ -	\$ -	\$ -	\$ 15,000	\$ 15,000	0.00%
Juvenile Services	10,130	4,976	87,971	2,489,017	2,401,046	3.53%
Criminal Court Administration	-	-	-	75,000	75,000	0.00%
Criminal District Attorney	5,288	-	14,766	402,439	387,673	3.67%
SUBTOTAL	54,957,343	35,248,968	191,064,369	645,799,585	454,735,216	29.59%
NON-SPENDABLE (10000)						
Undesignated				\$ 7,095,622	\$ 7,095,622	
Contingent Expense				5,000,000	5,000,000	
Reserves				83,000,000	83,000,000	
GENERAL FUND TOTAL	\$ 54,957,343	\$ 35,248,968	\$ 191,064,369	\$ 740,895,207	\$ 549,830,838	25.79%

ROAD & BRIDGE AND DEBT SERVICE BUDGET REPORT BY DEPARTMENT

For the three (3) months ended 12/31/2025

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
ROAD AND BRIDGE (26100)						
Pct 1 - Garage/Maintenance	\$ 454,279	\$ 549,932	\$ 1,874,294	\$ 7,427,303	\$ 5,553,009	25.24%
Pct 2 - Garage/Maintenance	429,921	221,916	1,381,116	10,714,902	9,333,786	12.89%
Pct 3 - Garage/Maintenance	285,366	99,080	900,916	4,353,812	3,452,896	20.69%
Pct 4 - Garage/Maintenance	1,014,868	1,025,010	2,999,217	12,759,850	9,760,633	23.51%
Right of Way	24,077	-	74,742	310,213	235,471	24.09%
Engineering Services	245,465	957,617	1,584,703	5,625,111	4,040,408	28.17%
Road & Bridge Non- Departmental	44,323	-	140,065	472,500	332,435	29.64%
SUBTOTAL	2,498,299	2,853,555	8,955,053	41,663,691	32,708,638	21.49%
NON-SPENDABLE (26100)						
Undesignated				523,954	523,954	
ROAD AND BRIDGE FUND TOTAL	\$ 2,498,299	\$ 2,853,555	\$ 8,955,053	\$ 42,187,645	\$ 33,232,592	21.23%
DEBT SERVICE (32100)						
Interest and Sinking	-	-	-	38,605,833	38,605,833	0.00%
SUBTOTAL	-	-	-	38,605,833	38,605,833	0.00%
NON-SPENDABLE (32100)						
Reserves				1,800,000	1,800,000	
DEBT SERVICE FUND TOTAL	\$ -	\$ -	\$ -	\$ 40,405,833	\$ 40,405,833	0.00%

BUDGETARY SECTION

TARRANT COUNTY, TEXAS

SPECIAL BUDGETS (CONTINUED) BUDGET VERSUS ACTUAL (BUDGET BASIS) REVENUE For the three (3) months ended 12/31/2025

Fund #	Fund Name	Actual Revenue	Budgeted Revenue	Percent Collected
21100	Records Preservation/Automation-Filing	\$ 760,100	\$ 2,815,000	27.00%
21200	Records Preservation/Automation-Conviction	2,917	-	OVER 100%
21300	Records Preservation/Restoration	633,349	1,375,000	46.06%
21400	Court Record Preservation Fund	5,468	-	OVER 100%
21500	District Court Records Technology Fund	1,262	-	OVER 100%
21600	District Clerk Record Mgt & Preservation	291,908	1,140,000	25.61%
22100	Courthouse Security Fund	248,539	1,100,000	22.59%
22300	Consumer Health Fund	708,820	2,395,000	29.60%
22400	Juvenile Delinquency Prevention	106	-	OVER 100%
22500	Alternative Dispute Resolution	318,984	1,126,000	28.33%
22600	Probate Contributions Fund	333,459	80,000	OVER 100%
22700	Justice Court Technology Fund	9,912	34,205	28.98%
22800	Justice Court Building Security	2,043	8,500	24.04%
22900	Child Abuse Prevention Fund	3,040	5,050	60.20%
23100	Guardianship	26,918	113,990	23.61%
23200	Drug & Alcohol Court	1,822	-	OVER 100%
23300	County and District Court Technology Fund	10,390	41,550	25.01%
23400	Specialty Courts Fund	36,985	157,100	23.54%
23500	Truancy Prevention and Diversion Fund	10,070	31,750	31.72%
23600	Language Access	101,510	275,000	36.91%
24100	Law Library	406,332	1,465,000	27.74%
24200	Education Fund	6,120	26,000	23.54%
24300	Appellate Judicial System	56,649	200,875	28.20%
25100	Vehicle Inventory Tax	312,425	738,916	42.28%
45100	Non-Debt Capital	3,445,432	14,750,800	23.36%
45400	Capital Replacement Fund (Non-Debt)	7,514,240	28,115,104	26.73%
45500	Court Facility	252,171	920,000	27.41%
47600	2006 Bond Election - Buildings	17,522	28,000	62.58%
47700	2006 Bond Election - Transportation	90,548	175,000	51.74%
47800	2021 Bond Election - Transportation	1,916,592	5,250,000	36.51%
51200	Oil & Gas Royalty Resource Connection	11,316	70,000	16.17%
61500	Self Insurance	576,811	2,170,000	26.58%
61900	Workers Compensation	1,006,362	3,443,500	29.22%
62100	County Clerk Professional Liability	8,360	29,120	28.71%
62200	District Clerk Professional Liability	4,660	14,595	31.93%
65100	Employee Group Insurance - Medical	26,103,549	103,638,080	25.19%
D8700	CDA State Forfeiture	130,436	87,500	OVER 100%
D8800	CDA Federal Forfeiture Justice Funds	2,993	5,950	50.30%
G1100	8TH Admin Judicial Region	106	10,000	1.06%
S8700	Sheriff's Inmate Commissary Fund	876,645	3,217,496	27.25%
S9300	Combined Narcotics Enforcement Team	81,097	250,000	32.44%
S9500	Sheriff Federal Forfeiture-Treasury Funds	3,917	525	OVER 100%
S9600	Sheriff Federal Forfeiture-Non DEA	4,526	13,650	33.16%
S9700	Sheriff Federal Forfeiture-Justice Funds	41,297	13,650	OVER 100%

SPECIAL BUDGETS (CONCLUDED)
BUDGET VERSUS ACTUAL (BUDGET BASIS) REVENUE
For the three (3) months ended 12/31/2025

Fund #	Fund Name	Actual Revenue	Budgeted Revenue	Percent Collected
T0400	Public Health	\$ 3,876,429	\$ 15,243,666	25.43%
T0450	Public Health 1115 Waiver	329,041	1,050,000	31.34%
T0600	Children's Home Fund	956	3,660	26.12%
T0700	Bail Bond Board	500	5,500	9.09%
T0800	TDPRS - Title IVE	1,126	4,375	25.74%
T0900	Constable Forfeiture	106	350	30.29%
T1000	Juvenile Probation District	2,413	8,050	29.98%
T1100	Unclaimed Juvenile Restitution	139	483	28.78%
T1300	Deferred Prosecution Program	4,775	27,000	17.69%
T2000	Historical Commission	50	172	29.07%
T2100	Historical Commission Archives	467	627	74.48%
T2300	Cemetery Fund	470	1,670	28.14%
T2900	Fire Marshal Code	71,617	179,200	39.96%
T3000	DA - JPS Contract	133,079	798,472	16.67%
T3300	CSCD Bond Supervision Unit	1,841,531	6,882,177	26.76%
T3400	Courts Drug Program	5,029	-	OVER 100%
T3700	Medical Examiner Conference Fund	173	910	19.01%
T4100	PMC Insured - 340B	1,069,848	8,175,000	13.09%
T5200	Miscellaneous Donations-Juvenile Probation	237	700	33.86%
T5350	Donations Emergency Management	85	280	30.36%
T5700	Miscellaneous Donations-CPS	5,768	23,360	24.69%
T5800	Miscellaneous Donations-Health Dept	390	1,330	29.32%
T5960	Miscellaneous Donations-Veteran Court Program	3,266	13,260	24.63%
T6100	Miscellaneous Donations-CRCG	367	1,260	29.13%
T6200	Miscellaneous Donations-Peace Officers Memorial	1,082	3,605	30.01%
T6500	ATTF Rental Assoc Donation	3	-	OVER 100%
T7000	Sheriff's Employee Recognition and Award	17	-	OVER 100%
T7100	Contract Elections	6,573	3,825,000	0.17%
T7300	Elections Chapter 19	520	522,252	0.10%
T8500	Opioid Epidemic Settlement	78,290	245,000	31.96%
T8600	Public Improvement District	342	1,470	23.27%
	TOTAL SPECIAL PURPOSE FUNDS	\$ 53,812,397	\$ 212,350,735	25.34%

BUDGETARY SECTION

TARRANT COUNTY, TEXAS

SPECIAL PURPOSE BUDGET REPORT EXPENDITURE (BUDGET BASIS)

For the three (3) months ended 12/31/2025

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
<u>RECORDS PRESERVATION & AUTOMATION - FILINGS (21100)</u>						
County Clerk	53,757	769	155,583	13,165,931	13,010,348	1.18%
FUND TOTAL	<u>\$ 53,757</u>	<u>\$ 769</u>	<u>\$ 155,583</u>	<u>\$ 13,165,931</u>	<u>\$ 13,010,348</u>	<u>1.18%</u>
<u>RECORDS PRESERVATION & AUTOMATION - CONVICTIONS (21200)</u>						
Information Technology	-	-	-	96,799	96,799	0.00%
FUND TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 96,799</u>	<u>\$ 96,799</u>	<u>0.00%</u>
<u>RECORDS PRESERVATION & RESTORATION (21300)</u>						
County Clerk	20,624	64,556	132,408	7,889,856	7,757,448	1.68%
FUND TOTAL	<u>\$ 20,624</u>	<u>\$ 64,556</u>	<u>\$ 132,408</u>	<u>\$ 7,889,856</u>	<u>\$ 7,757,448</u>	<u>1.68%</u>
<u>COURT RECORD PRESERVATION FUND (21400)</u>						
District Clerk	3,182	-	10,383	330,151	319,768	3.14%
FUND TOTAL	<u>\$ 3,182</u>	<u>\$ -</u>	<u>\$ 10,383</u>	<u>\$ 330,151</u>	<u>\$ 319,768</u>	<u>3.14%</u>
<u>DISTRICT COURT RECORD TECHNOLOGY FUND (21500)</u>						
District Clerk	-	-	-	42,595	42,595	0.00%
FUND TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 42,595</u>	<u>\$ 42,595</u>	<u>0.00%</u>
<u>DISTRICT CLERK RECORD MANAGEMENT & PRESERVATION FUND (21600)</u>						
District Clerk	96,262	-	279,562	3,340,751	3,061,189	8.37%
FUND TOTAL	<u>\$ 96,262</u>	<u>\$ -</u>	<u>\$ 279,562</u>	<u>\$ 3,340,751</u>	<u>\$ 3,061,189</u>	<u>8.37%</u>

**SPECIAL PURPOSE
BUDGET REPORT EXPENDITURE (BUDGET BASIS)**

For the three (3) months ended 12/31/2025

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures & Commitments	Total Budget	Unexpended Budget	% Budget Used
<u>COURTHOUSE SECURITY FUND (22100)</u>						
Non-Departmental	81,611	-	248,539	1,100,000	851,461	22.59%
FUND TOTAL	<u>\$ 81,611</u>	<u>\$ -</u>	<u>\$ 248,539</u>	<u>\$ 1,100,000</u>	<u>\$ 851,461</u>	<u>22.59%</u>
<u>CONSUMER HEALTH FUND (22300)</u>						
Public Health	139,652	4,750	409,065	5,390,898	4,981,833	7.59%
FUND TOTAL	<u>\$ 139,652</u>	<u>\$ 4,750</u>	<u>\$ 409,065</u>	<u>\$ 5,390,898</u>	<u>\$ 4,981,833</u>	<u>7.59%</u>
<u>JUVENILE DELINQUENCY PREVENTION (22400)</u>						
Juvenile Services	-	-	-	4,685	4,685	0.00%
FUND TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,685</u>	<u>\$ 4,685</u>	<u>0.00%</u>
<u>DISPUTE RESOLUTION (22500)</u>						
CCL #1	8,895	-	25,087	101,545	76,458	24.71%
Justice of the Peace Pct 6	6,813	-	12,868	77,290	64,422	16.65%
Dispute Resolution	48,240	-	141,971	4,481,982	4,340,011	3.17%
FUND TOTAL	<u>\$ 63,948</u>	<u>\$ -</u>	<u>\$ 179,926</u>	<u>\$ 4,660,817</u>	<u>\$ 4,480,891</u>	<u>3.86%</u>
<u>PROBATE CONTRIBUTIONS FUND (22600)</u>						
Probate Court 1	1,390	230	21,549	659,350	637,801	3.27%
Probate Court 2	5,228	-	26,428	561,668	535,240	4.71%
FUND TOTAL	<u>\$ 6,618</u>	<u>\$ 230</u>	<u>\$ 47,977</u>	<u>\$ 1,221,018</u>	<u>\$ 1,173,041</u>	<u>3.93%</u>
<u>JUSTICE COURT TECHNOLOGY FUND (22700)</u>						
Information Technology	-	66,500	66,500	339,797	273,297	19.57%
FUND TOTAL	<u>\$ -</u>	<u>\$ 66,500</u>	<u>\$ 66,500</u>	<u>\$ 339,797</u>	<u>\$ 273,297</u>	<u>19.57%</u>

BUDGETARY SECTION

TARRANT COUNTY, TEXAS

SPECIAL PURPOSE BUDGET REPORT EXPENDITURE (BUDGET BASIS)

For the three (3) months ended 12/31/2025

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
<u>JUSTICE COURT BLDG SECURITY (22800)</u>						
Non-Departmental	643	-	2,043	8,500	6,457	24.04%
FUND TOTAL	<u>\$ 643</u>	<u>\$ -</u>	<u>\$ 2,043</u>	<u>\$ 8,500</u>	<u>\$ 6,457</u>	<u>24.04%</u>
<u>CHILD ABUSE PREVENTION FUND (22900)</u>						
Non-Departmental	-	-	-	34,293	34,293	0.00%
233RD District Court	-	-	-	5,000	5,000	0.00%
FUND TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 39,293</u>	<u>\$ 39,293</u>	<u>0.00%</u>
<u>GUARDIANSHIP (23100)</u>						
Non-Departmental	-	-	110,000	279,747	169,747	39.32%
FUND TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 110,000</u>	<u>\$ 279,747</u>	<u>\$ 169,747</u>	<u>39.32%</u>
<u>DRUG & ALCOHOL COURT (23200)</u>						
Criminal Court Administration	-	-	-	70,671	70,671	0.00%
FUND TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 70,671</u>	<u>\$ 70,671</u>	<u>0.00%</u>
<u>COUNTY & DISTRICT COURT TECHNOLOGY FUND (23300)</u>						
Information Technology	-	-	-	371,940	371,940	0.00%
FUND TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 371,940</u>	<u>\$ 371,940</u>	<u>0.00%</u>
<u>SPECIALTY COURTS FUND (23400)</u>						
Criminal Court Administration	25,197	-	38,057	208,317	170,260	18.27%
FUND TOTAL	<u>\$ 25,197</u>	<u>\$ -</u>	<u>\$ 38,057</u>	<u>\$ 208,317</u>	<u>\$ 170,260</u>	<u>18.27%</u>

**SPECIAL PURPOSE
BUDGET REPORT EXPENDITURE (BUDGET BASIS)**

For the three (3) months ended 12/31/2025

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
<u>TRUANCY PREVENTION & DIVERSION FUND (23500)</u>						
233RD District Court	-	-	-	220,184	220,184	0.00%
FUND TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 220,184</u>	<u>\$ 220,184</u>	<u>0.00%</u>

LANGUAGE ACCESS FUND (23600)

Non-Departmental	25,483	-	56,865	571,979	515,114	9.94%
FUND TOTAL	<u>\$ 25,483</u>	<u>\$ -</u>	<u>\$ 56,865</u>	<u>\$ 571,979</u>	<u>\$ 515,114</u>	<u>9.94%</u>

LAW LIBRARY (24100)

Law Library	111,173	346,321	665,256	3,307,282	2,642,026	20.11%
Judicial Law Library	18,090	172,704	220,602	301,000	80,398	73.29%
FUND TOTAL	<u>\$ 129,263</u>	<u>\$ 519,025</u>	<u>\$ 885,858</u>	<u>\$ 3,608,282</u>	<u>\$ 2,722,424</u>	<u>24.55%</u>

EDUCATION FUND (24200)

Sheriff	727	-	13,731	80,975	67,244	16.96%
Sheriff - Confinement	-	18,000	18,742	53,000	34,258	35.36%
Constable Precinct 1	-	-	2,500	4,500	2,000	55.56%
Constable Precinct 2	-	-	-	9,000	9,000	0.00%
Constable Precinct 3	-	-	-	6,500	6,500	0.00%
Constable Precinct 4	-	-	-	4,500	4,500	0.00%
Constable Precinct 5	600	-	600	9,000	8,400	6.67%
Constable Precinct 6	-	-	-	10,500	10,500	0.00%
Constable Precinct 7	-	-	-	10,500	10,500	0.00%
Constable Precinct 8	-	-	-	7,500	7,500	0.00%
Fire Marshal	-	-	-	2,000	2,000	0.00%
Probate Court 1	-	-	225	39,600	39,375	0.57%
Probate Court 2	-	-	65	40,000	39,935	0.16%
Crim District Attorney	-	-	2,255	4,000	1,745	56.38%
Courts / Judiciary	-	-	5,600	5,600	-	100.00%
FUND TOTAL	<u>\$ 1,327</u>	<u>\$ 18,000</u>	<u>\$ 43,718</u>	<u>\$ 287,175</u>	<u>\$ 243,457</u>	<u>15.22%</u>

BUDGETARY SECTION

TARRANT COUNTY, TEXAS

SPECIAL PURPOSE BUDGET REPORT EXPENDITURE (BUDGET BASIS)

For the three (3) months ended 12/31/2025

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
<u>APPELLATE JUDICIAL SYSTEM (24300)</u>						
Appeals Court	27,374	-	50,028	225,875	175,847	22.15%
FUND TOTAL	<u>\$ 27,374</u>	<u>\$ -</u>	<u>\$ 50,028</u>	<u>\$ 225,875</u>	<u>\$ 175,847</u>	<u>22.15%</u>

VEHICLE INVENTORY TAX (25100)

Tax Assessor / Collector	11,525	45,500	73,049	5,565,671	5,492,622	1.31%
FUND TOTAL	<u>\$ 11,525</u>	<u>\$ 45,500</u>	<u>\$ 73,049</u>	<u>\$ 5,565,671</u>	<u>\$ 5,492,622</u>	<u>1.31%</u>

NON-DEBT CAPITAL (45100)

County Administrator	-	-	-	22,000	22,000	0.00%
Non-Departmental	1,194,166	-	3,582,497	23,045,814	19,463,317	15.55%
Auditor	2,292	764	3,056	4,000	944	76.40%
Tax Assessor / Collector	2,563	629	60,221	114,001	53,780	52.82%
Elections Administration	70,244	193,140	285,160	541,760	256,600	52.64%
Information Technology	40,473	576,732	649,704	5,321,353	4,671,649	12.21%
Human Resources	-	-	-	7,420	7,420	0.00%
Purchasing	-	804	804	810	6	99.26%
Facilities	-	-	809	312,250	311,441	0.26%
Sheriff	37,889	191,991	296,768	2,871,428	2,574,660	10.34%
Sheriff - Confinement	48,640	90,028	203,162	455,384	252,222	44.61%
Constable Precinct 1	-	-	6,823	41,300	34,477	16.52%
Constable Precinct 2	-	35,443	38,562	44,740	6,178	86.19%
Constable Precinct 3	-	7,631	11,836	19,260	7,424	61.45%
Constable Precinct 4	5,919	5,856	11,775	18,000	6,225	65.42%
Constable Precinct 5	-	-	-	4,087	4,087	0.00%
Constable Precinct 6	-	23,186	23,186	24,500	1,314	94.64%
Constable Precinct 8	-	-	-	51,800	51,800	0.00%
Medical Examiner	3,603	204,630	258,463	294,450	35,987	87.78%
Community Supervision	1,388	7,292	10,461	27,640	17,179	37.85%
Juvenile Services	-	53,885	62,802	179,741	116,939	34.94%
Buildings	36,373	734,487	826,717	10,575,531	9,748,814	7.82%
Resource Connection	-	-	-	2,000	2,000	0.00%
48TH District Court	-	-	7,533	7,550	17	99.77%
342ND District Court	-	-	-	770	770	0.00%

**SPECIAL PURPOSE
BUDGET REPORT EXPENDITURE (BUDGET BASIS)**

For the three (3) months ended 12/31/2025

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
<u>NON-DEBT CAPITAL (45100)</u>						
<u>(CONTINUED)</u>						
352ND District Court	55	-	9,257	9,257	-	100.00%
231ST District Court	7,874	619	8,493	17,550	9,057	48.39%
323RD District Court	-	-	-	18,644	18,644	0.00%
324TH District Court	-	-	5,528	5,528	-	100.00%
Criminal Court Administration	20,492	1,461	22,238	31,770	9,532	70.00%
CCL #2	-	1,527	1,527	1,600	73	95.44%
Justice of the Peace Pct 2	-	-	-	10,080	10,080	0.00%
Justice of the Peace Pct 3	-	6,949	11,707	12,105	398	96.71%
Justice of the Peace Pct 5	1,275	-	1,275	1,275	-	100.00%
Justice of the Peace Pct 8	-	3,437	3,437	9,114	5,677	37.71%
Crim District Attorney	28,067	21,424	58,766	198,018	139,252	29.68%
District Clerk	19,954	15,015	105,182	108,525	3,343	96.92%
County Clerk	363	-	8,593	37,035	28,442	23.20%
Domestic Relations	-	-	10,663	13,000	2,337	82.02%
Courts / Judiciary	-	-	-	74,750	74,750	0.00%
Texas AgriLife Extension	-	-	-	2,950	2,950	0.00%
Comm Pct 1 - General	-	-	-	900	900	0.00%
Comm Pct 2 - General	-	-	-	1,000	1,000	0.00%
Comm Pct 3 - General	-	-	-	17,000	17,000	0.00%
Pct 1 - Garage/Maintenance	35,204	64,450	315,843	3,299,199	2,983,356	9.57%
Pct 2 - Garage/Maintenance	499,479	1,429,925	1,933,121	6,915,471	4,982,350	27.95%
Pct 3 - Garage/Maintenance	14,223	177,060	191,284	1,964,249	1,772,965	9.74%
Pct 4 - Garage/Maintenance	17,499	45,705	65,000	5,159,534	5,094,534	1.26%
Transportation	40,552	-	40,552	2,590,800	2,550,248	1.57%
FUND TOTAL	\$ 2,128,587	\$ 3,894,070	\$ 9,132,805	\$ 64,486,943	\$ 55,354,138	14.16%
<u>CAPITAL REPLACEMENT</u>						
<u>FUND (NON-DEBT) (45400)</u>						
Non-Departmental	-	-	-	6,020,000	6,020,000	0.00%
Elections Administration	-	-	-	3,000,000	3,000,000	0.00%
Information Technology	152,815	719,499	876,265	34,330,000	33,453,735	2.55%
Buildings	46,984	801,743	911,733	159,683,267	158,771,534	0.57%
Right of Way	-	-	-	3,000,000	3,000,000	0.00%
Engineering Services	-	94,963	94,963	4,500,000	4,405,037	2.11%
FUND TOTAL	\$ 199,799	\$ 1,616,205	\$ 1,882,961	\$ 210,533,267	\$ 208,650,306	0.89%

BUDGETARY SECTION

TARRANT COUNTY, TEXAS

SPECIAL PURPOSE BUDGET REPORT EXPENDITURE (BUDGET BASIS)

For the three (3) months ended 12/31/2025

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
COURT FACILITY (45500)						
Facilities	-	-	-	3,317,174	3,317,174	0.00%
FUND TOTAL	\$ -	\$ -	\$ -	\$ 3,317,174	\$ 3,317,174	0.00%
2006 BOND ELECTION- BUILDINGS (47600)						
Non-Departmental Buildings	-	-	-	10,000	10,000	0.00%
	-	-	-	1,682,714	1,682,714	0.00%
FUND TOTAL	\$ -	\$ -	\$ -	\$ 1,692,714	\$ 1,692,714	0.00%
2006 BOND ELECTION- TRANSPORTATION (47700)						
Non-Departmental Transportation	-	-	-	10,000	10,000	0.00%
	-	-	-	5,457,644	5,457,644	0.00%
FUND TOTAL	\$ -	\$ -	\$ -	\$ 5,467,644	\$ 5,467,644	0.00%
2021 BOND ELECTION- TRANSPORTATION (47800)						
Non-Departmental Transportation	-	-	-	5,250,000	5,250,000	0.00%
	-	1,500,000	1,500,000	124,207,492	122,707,492	1.21%
FUND TOTAL	\$ -	\$ 1,500,000	\$ 1,500,000	\$ 129,457,492	\$ 127,957,492	1.16%
OIL & GAS ROYALTY (51200)						
Buildings	-	-	-	1,872,837	1,872,837	0.00%
FUND TOTAL	\$ -	\$ -	\$ -	\$ 1,872,837	\$ 1,872,837	0.00%

**SPECIAL PURPOSE
BUDGET REPORT EXPENDITURE (BUDGET BASIS)**

For the three (3) months ended 12/31/2025

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
SELF INSURANCE (61500)						
Self Insurance	14,819	151,786	190,875	14,338,254	14,147,379	1.33%
FUND TOTAL	<u>\$ 14,819</u>	<u>\$ 151,786</u>	<u>\$ 190,875</u>	<u>\$ 14,338,254</u>	<u>\$ 14,147,379</u>	<u>1.33%</u>

**WORKERS
COMPENSATION/SELF
INSURANCE (61900)**

Self Insurance	252,578	92,413	779,351	9,260,839	8,481,488	8.42%
FUND TOTAL	<u>\$ 252,578</u>	<u>\$ 92,413</u>	<u>\$ 779,351</u>	<u>\$ 9,260,839</u>	<u>\$ 8,481,488</u>	<u>8.42%</u>

**COUNTY CLERK
PROFESSIONAL LIABILITY
(62100)**

County Clerk	-	-	-	856,607	856,607	0.00%
FUND TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 856,607</u>	<u>\$ 856,607</u>	<u>0.00%</u>

**DISTRICT CLERK
PROFESSIONAL LIABILITY
(62200)**

District Clerk	-	-	-	368,880	368,880	0.00%
FUND TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 368,880</u>	<u>\$ 368,880</u>	<u>0.00%</u>

**EMPLOYEE GROUP
INSURANCE - MEDICAL
(65100)**

Non-Departmental	37,220	11,602	145,082	6,900,000	6,754,918	2.10%
Self Insurance	11,091,587	-	26,456,732	115,938,080	89,481,348	22.82%
FUND TOTAL	<u>\$ 11,128,807</u>	<u>\$ 11,602</u>	<u>\$ 26,601,814</u>	<u>\$ 122,838,080</u>	<u>\$ 96,236,266</u>	<u>21.66%</u>

BUDGETARY SECTION

TARRANT COUNTY, TEXAS

SPECIAL PURPOSE BUDGET REPORT EXPENDITURE (BUDGET BASIS)

For the three (3) months ended 12/31/2025

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
<u>AMERICAN RESCUE PLAN ACT (CARPA)</u>						
CARPA	265,784	-	824,799	2,714,338	1,889,539	30.39%
FUND TOTAL	<u>\$ 265,784</u>	<u>\$ -</u>	<u>\$ 824,799</u>	<u>\$ 2,714,338</u>	<u>\$ 1,889,539</u>	<u>30.39%</u>
<u>DISTRICT ATTORNEY RESTITUTION COLLECTION FEE (D6200)</u>						
Crim District Attorney	-	-	-	10,159	10,159	0.00%
FUND TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 10,159</u>	<u>\$ 10,159</u>	<u>0.00%</u>
<u>CRIMINAL DISTRICT ATTORNEY STATE FORFEITURE (D8700)</u>						
Crim District Attorney	36,515	28,878	122,363	2,487,500	2,365,137	4.92%
FUND TOTAL	<u>\$ 36,515</u>	<u>\$ 28,878</u>	<u>\$ 122,363</u>	<u>\$ 2,487,500</u>	<u>\$ 2,365,137</u>	<u>4.92%</u>
<u>CRIMINAL DISTRICT ATTORNEY FEDERAL FORFEITURE JUSTICE FUNDS (D8800)</u>						
Crim District Attorney	6,293	864	12,066	165,950	153,884	7.27%
FUND TOTAL	<u>\$ 6,293</u>	<u>\$ 864</u>	<u>\$ 12,066</u>	<u>\$ 165,950</u>	<u>\$ 153,884</u>	<u>7.27%</u>
<u>8TH ADMIN JUDICIAL REGION (G1100)</u>						
8th Admin Judicial Region	49	-	156	10,000	9,844	1.56%
FUND TOTAL	<u>\$ 49</u>	<u>\$ -</u>	<u>\$ 156</u>	<u>\$ 10,000</u>	<u>\$ 9,844</u>	<u>1.56%</u>

**SPECIAL PURPOSE
BUDGET REPORT EXPENDITURE (BUDGET BASIS)**

For the three (3) months ended 12/31/2025

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
<u>SHERIFF'S INMATE COMMISSARY (S8700)</u>						
Sheriff - Confinement	310,506	126,862	1,048,824	5,914,586	4,865,762	17.73%
FUND TOTAL	<u>\$ 310,506</u>	<u>\$ 126,862</u>	<u>\$ 1,048,824</u>	<u>\$ 5,914,586</u>	<u>\$ 4,865,762</u>	<u>17.73%</u>

COMBINED NARCOTICS
ENFORCEMENT TEAM
(S9300)

Sheriff	19,426	187,734	236,362	620,052	383,690	38.12%
FUND TOTAL	<u>\$ 19,426</u>	<u>\$ 187,734</u>	<u>\$ 236,362</u>	<u>\$ 620,052</u>	<u>\$ 383,690</u>	<u>38.12%</u>

SHERIFF FEDERAL
FORFEITURE-TREASURY
(S9500)

Sheriff	-	-	-	21,645	21,645	0.00%
FUND TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 21,645</u>	<u>\$ 21,645</u>	<u>0.00%</u>

SHERIFF DRUG
FORFEITURE-NON DEA
(S9600)

Sheriff	854	-	2,210	316,761	314,551	0.70%
FUND TOTAL	<u>\$ 854</u>	<u>\$ -</u>	<u>\$ 2,210</u>	<u>\$ 316,761</u>	<u>\$ 314,551</u>	<u>0.70%</u>

SHERIFF FEDERAL
FORFEITURE-JUSTICE
(S9700)

Sheriff	288	-	548	396,438	395,890	0.14%
FUND TOTAL	<u>\$ 288</u>	<u>\$ -</u>	<u>\$ 548</u>	<u>\$ 396,438</u>	<u>\$ 395,890</u>	<u>0.14%</u>

SPECIAL PURPOSE BUDGET REPORT EXPENDITURE (BUDGET BASIS)

For the three (3) months ended 12/31/2025

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
<u>PUBLIC HEALTH (T0400)</u>						
<u>T0400 - PUBLIC HEALTH</u>						
Buildings	152,662	767,123	966,704	3,032,495	2,065,791	31.88%
Public Health	1,290,190	912,779	4,464,853	21,536,171	17,071,318	20.73%
<u>T0450 - PUBLIC HEALTH - 1115 WAIVER</u>						
Non-Departmental	138,770	7,291,453	8,060,359	24,032,659	15,972,300	33.54%
Public Health	12,537	92,404	108,283	325,000	216,717	33.32%
Public Health	196,592	40,534	614,524	4,166,305	3,551,781	14.75%
<u>T0451 - PUBLIC HEALTH - 1115 WAIVER - CASH MATCH</u>						
Public Health	35,770	-	35,770	405,000	369,230	8.83%
<u>T0452 - PUBLIC HEALTH - 1115 WAIVER - OPERATING SUBSIDY</u>						
Public Health	4,450	-	4,462	75,000	70,538	0.00%
FUND TOTAL	\$ 1,830,971	\$ 9,104,293	\$ 14,254,955	\$ 53,572,630	\$ 39,317,675	26.61%
<u>SECTION 125 FORFEITURES (T0500)</u>						
Self Insurance	18,364	69,703	92,991	3,038,145	2,945,154	3.06%
FUND TOTAL	\$ 18,364	\$ 69,703	\$ 92,991	\$ 3,038,145	\$ 2,945,154	3.06%
<u>CHILDREN'S HOME FUND (T0600)</u>						
Juvenile Services	1,796	-	1,796	80,200	78,404	2.24%
FUND TOTAL	\$ 1,796	\$ -	\$ 1,796	\$ 80,200	\$ 78,404	2.24%

**SPECIAL PURPOSE
BUDGET REPORT EXPENDITURE (BUDGET BASIS)**

For the three (3) months ended 12/31/2025

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
<u>BAIL BOND BOARD (T0700)</u>						
Non-Departmental	708	-	708	9,048	8,340	7.82%
FUND TOTAL	<u>\$ 708</u>	<u>\$ -</u>	<u>\$ 708</u>	<u>\$ 9,048</u>	<u>\$ 8,340</u>	<u>7.82%</u>
<u>TDRPS - TITLE IVE (T0800)</u>						
Child Protective Services	1,359	2,308	3,776	71,505	67,729	5.28%
FUND TOTAL	<u>\$ 1,359</u>	<u>\$ 2,308</u>	<u>\$ 3,776</u>	<u>\$ 71,505</u>	<u>\$ 67,729</u>	<u>5.28%</u>
<u>CONSTABLE FORFEITURE (T0900)</u>						
Constable Precinct 7	5,324	3,145	10,781	10,781	-	100.00%
FUND TOTAL	<u>\$ 5,324</u>	<u>\$ 3,145</u>	<u>\$ 10,781</u>	<u>\$ 10,781</u>	<u>\$ -</u>	<u>100.00%</u>
<u>JUVENILE PROBATION DISTRICT (T1000)</u>						
Juvenile Services	480	10,844	15,876	233,984	218,108	6.79%
FUND TOTAL	<u>\$ 480</u>	<u>\$ 10,844</u>	<u>\$ 15,876</u>	<u>\$ 233,984</u>	<u>\$ 218,108</u>	<u>6.79%</u>
<u>UNCLAIMED JUVENILE RESTITUTION (T1100)</u>						
Juvenile Services	-	-	-	14,331	14,331	0.00%
FUND TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 14,331</u>	<u>\$ 14,331</u>	<u>0.00%</u>

BUDGETARY SECTION

TARRANT COUNTY, TEXAS

SPECIAL PURPOSE BUDGET REPORT EXPENDITURE (BUDGET BASIS)

For the three (3) months ended 12/31/2025

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
<u>DEFERRED PROSECUTION PROGRAM (T1300)</u>						
Crim District Attorney	1,057	-	1,885	67,000	65,115	2.81%
FUND TOTAL	<u>\$ 1,057</u>	<u>\$ -</u>	<u>\$ 1,885</u>	<u>\$ 67,000</u>	<u>\$ 65,115</u>	<u>2.81%</u>
<u>HISTORICAL COMMISSION (T2000)</u>						
Historical Commission	-	-	-	5,118	5,118	0.00%
FUND TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,118</u>	<u>\$ 5,118</u>	<u>0.00%</u>
<u>HISTORICAL COMMISSION ARCHIVES (T2100)</u>						
Historical Commission	-	-	-	17,743	17,743	0.00%
FUND TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 17,743</u>	<u>\$ 17,743</u>	<u>0.00%</u>
<u>GEMETERY FUND (T2300)</u>						
Historical Commission	5,900	-	5,900	49,400	43,500	11.94%
FUND TOTAL	<u>\$ 5,900</u>	<u>\$ -</u>	<u>\$ 5,900</u>	<u>\$ 49,400</u>	<u>\$ 43,500</u>	<u>11.94%</u>
<u>UNCLAIMED ELECTRIC COOP CREDITS (T2600)</u>						
Non-Departmental	-	-	-	2,720,070	2,720,070	0.00%
FUND TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,720,070</u>	<u>\$ 2,720,070</u>	<u>0.00%</u>

**SPECIAL PURPOSE
BUDGET REPORT EXPENDITURE (BUDGET BASIS)**

For the three (3) months ended 12/31/2025

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
<u>FIRE MARSHAL CODE (T2900)</u>						
Fire Marshal	20,156	1,578	76,567	899,062	822,495	8.52%
FUND TOTAL	<u>\$ 20,156</u>	<u>\$ 1,578</u>	<u>\$ 76,567</u>	<u>\$ 899,062</u>	<u>\$ 822,495</u>	<u>8.52%</u>
<u>DISTRICT ATTORNEY JPS CONTRACT (T3000)</u>						
Crim District Attorney	60,323	-	174,103	798,472	624,369	21.80%
FUND TOTAL	<u>\$ 60,323</u>	<u>\$ -</u>	<u>\$ 174,103</u>	<u>\$ 798,472</u>	<u>\$ 624,369</u>	<u>21.80%</u>
<u>CSCD BOND SUPERVISION UNIT (T3300)</u>						
Community Supervision	722,993	338,274	1,841,531	6,882,177	5,040,646	26.76%
FUND TOTAL	<u>\$ 722,993</u>	<u>\$ 338,274</u>	<u>\$ 1,841,531</u>	<u>\$ 6,882,177</u>	<u>\$ 5,040,646</u>	<u>26.76%</u>
<u>CRIMINAL COURTS DRUG PROGRAM (T3400)</u>						
Criminal Court Administration	3,106	-	3,506	69,876	66,370	5.02%
FUND TOTAL	<u>\$ 3,106</u>	<u>\$ -</u>	<u>\$ 3,506</u>	<u>\$ 69,876</u>	<u>\$ 66,370</u>	<u>5.02%</u>
<u>MEDICAL EXAMINER CONFERENCE (T3700)</u>						
Medical Examiner	5,688	-	26,518	26,917	399	98.52%
FUND TOTAL	<u>\$ 5,688</u>	<u>\$ -</u>	<u>\$ 26,518</u>	<u>\$ 26,917</u>	<u>\$ 399</u>	<u>98.52%</u>

BUDGETARY SECTION

TARRANT COUNTY, TEXAS

SPECIAL PURPOSE BUDGET REPORT EXPENDITURE (BUDGET BASIS)

For the three (3) months ended 12/31/2025

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
<u>PMC INSURED - 340B (T4100)</u>						
Non-departmental	-	-	-	2,371,954	2,371,954	0.00%
Public Health	1,018,698	91,594	2,576,567	14,242,651	11,666,084	18.09%
FUND TOTAL	<u>\$ 1,018,698</u>	<u>\$ 91,594</u>	<u>\$ 2,576,567</u>	<u>\$ 16,614,605</u>	<u>\$ 14,038,038</u>	<u>15.51%</u>
<u>MISCELLANEOUS DONATIONS - JUVENILE PROBATION (T5200)</u>						
Juvenile Services	-	-	-	18,307	18,307	0.00%
FUND TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 18,307</u>	<u>\$ 18,307</u>	<u>0.00%</u>
<u>DONATIONS EMERGENCY MANAGEMENT (T5350)</u>						
Emergency Management	-	-	-	8,732	8,732	0.00%
FUND TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 8,732</u>	<u>\$ 8,732</u>	<u>0.00%</u>
<u>MISCELLANEOUS DONATIONS - HUMAN SERVICES (T5600)</u>						
Community Outreach	-	-	2,105	14,252	12,147	14.77%
FUND TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,105</u>	<u>\$ 14,252</u>	<u>\$ 12,147</u>	<u>14.77%</u>

**SPECIAL PURPOSE
BUDGET REPORT EXPENDITURE (BUDGET BASIS)**

For the three (3) months ended 12/31/2025

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
<u>MISCELLANEOUS DONATIONS - CPS (T5700)</u>						
Child Protective Services	-	-	-	120,003	120,003	0.00%
FUND TOTAL	\$ -	\$ -	\$ -	\$ 120,003	\$ 120,003	0.00%
<u>MISCELLANEOUS DONATIONS - HEALTH DEPT (T5800)</u>						
Public Health	-	-	-	39,030	39,030	0.00%
FUND TOTAL	\$ -	\$ -	\$ -	\$ 39,030	\$ 39,030	0.00%
<u>MISCELLANEOUS DONATIONS - VETERAN COURT PROGRAM (T5960)</u>						
Veterans Diversion Court	-	-	-	49,785	49,785	0.00%
FUND TOTAL	\$ -	\$ -	\$ -	\$ 49,785	\$ 49,785	0.00%
<u>MISCELLANEOUS DONATIONS -FAMILY COURT SERVICES (T6000)</u>						
Domestic Relations	-	-	-	1,728	1,728	0.00%
FUND TOTAL	\$ -	\$ -	\$ -	\$ 1,728	\$ 1,728	0.00%
<u>MISCELLANEOUS DONATIONS -CRCG (T6100)</u>						
Community Outreach	-	-	-	32,789	32,789	0.00%
FUND TOTAL	\$ -	\$ -	\$ -	\$ 32,789	\$ 32,789	0.00%

BUDGETARY SECTION

TARRANT COUNTY, TEXAS

SPECIAL PURPOSE BUDGET REPORT EXPENDITURE (BUDGET BASIS)

For the three (3) months ended 12/31/2025

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
<u>MISCELLANEOUS DONATIONS -PEACE OFFICER MEMORIAL (T6200)</u>						
Buildings	-	-	-	108,550	108,550	0.00%
FUND TOTAL	\$ -	\$ -	\$ -	\$ 108,550	\$ 108,550	0.00%
<u>MISCELLANEOUS DONATIONS -LAW ENFORCEMENT (T6300)</u>						
Sheriff	-	-	-	62	62	0.00%
FUND TOTAL	\$ -	\$ -	\$ -	\$ 62	\$ 62	0.00%
<u>ATTF RENTAL ASSOC DONATION (T6500)</u>						
Sheriff	-	-	-	324	324	0.00%
FUND TOTAL	\$ -	\$ -	\$ -	\$ 324	\$ 324	0.00%
<u>SHERIFF'S EMPLOYEE RECOGNITION AND AWARD (T7000)</u>						
Sheriff	-	-	-	1,682	1,682	0.00%
FUND TOTAL	\$ -	\$ -	\$ -	\$ 1,682	\$ 1,682	0.00%
<u>CONTRACT ELECTIONS (T7100)</u>						
Elections Administration	83,221	84,172	1,483,519	4,075,000	2,591,481	36.41%
FUND TOTAL	\$ 83,221	\$ 84,172	\$ 1,483,519	\$ 4,075,000	\$ 2,591,481	36.41%

**SPECIAL PURPOSE
BUDGET REPORT EXPENDITURE (BUDGET BASIS)**

For the three (3) months ended 12/31/2025

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
<u>ELECTIONS CHAPTER 19 (T7300)</u>						
Elections Administration	3,275	185,089	212,472	367,252	154,780	57.85%
FUND TOTAL	<u>\$ 3,275</u>	<u>\$ 185,089</u>	<u>\$ 212,472</u>	<u>\$ 367,252</u>	<u>\$ 154,780</u>	<u>57.85%</u>
<u>ELECTIONS CHAPTER 19 GRANT MATCH (T7310)</u>						
Elections Administration	-	-	-	155,000	155,000	0.00%
FUND TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 155,000</u>	<u>\$ 155,000</u>	<u>0.00%</u>
<u>OPIOID EPIDEMIC SETTLEMENT (T8500)</u>						
Non-Departmental	51,068	241,207	292,275	7,296,958	7,004,683	4.01%
Community Outreach	-	-	-	670,840	670,840	0.00%
FUND TOTAL	<u>\$ 51,068</u>	<u>\$ 241,207</u>	<u>\$ 292,275</u>	<u>\$ 7,967,798</u>	<u>\$ 7,675,523</u>	<u>3.67%</u>
<u>PUBLIC IMPROVEMENT DISTRICT (T8600)</u>						
Public Improvement District	-	-	1,693	34,758	33,065	4.87%
FUND TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,693</u>	<u>\$ 34,758</u>	<u>\$ 33,065</u>	<u>4.87%</u>
<u>SPECIAL PURPOSE FUNDS TOTAL</u>						
	<u>\$ 18,885,258</u>	<u>\$ 18,461,951</u>	<u>\$ 66,204,219</u>	<u>\$ 724,365,208</u>	<u>\$ 658,160,989</u>	<u>9.14%</u>





**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:
{{customNumber.courtOrder}}

Page: 1 of 85

Department: Auditor

Prepared By: Rebecca Powell

Approved By: Kimberly Buchanan

SUBJECT:

Receive and File the Tarrant County Financial Statements for the Four Months Ended January 31, 2026

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider receiving and filing the Tarrant County Unaudited Financial Statements for the four-month period ended January 31, 2026.

BACKGROUND

As a matter of record, Tarrant County Financial Statements are periodically filed with Commissioners Court. The monthly financial statements are published on the County's website under the Auditor's Office department.

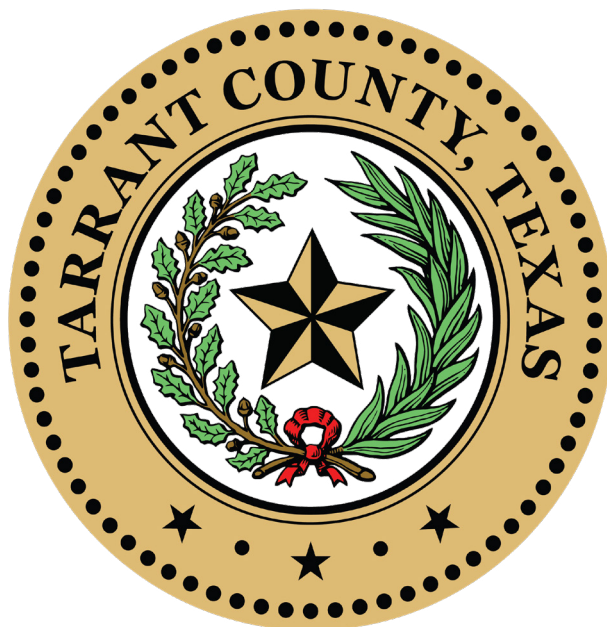
FISCAL IMPACT

There is no fiscal impact.

Attachments

[January 2026 Final - redacted.pdf](#)

TARRANT COUNTY AUDITOR



TARRANT COUNTY, TEXAS

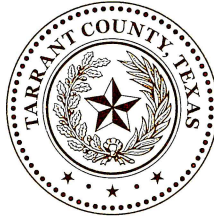
MONTHLY FINANCIAL STATEMENTS (UNAUDITED)

FOR THE MONTH OF JANUARY 2026

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Kimberly M. Buchanan, CPA
Tarrant County Auditor

Linda R. Castillo
First Assistant County Auditor



Office of the Tarrant County Auditor
100 E. Weatherford, Room 506
Fort Worth, Texas 76196-0103

Phone (817) 884-1205
Fax (817) 884-1104

March 10, 2026

The Honorable District Judges
The Honorable Commissioners Court
Tarrant County, Texas

RE: Tarrant County Auditor's January 2026 Financial Reports

I hereby submit the unaudited Monthly Financial Reports for the four months ended January 31, 2026. The information presented in these reports was prepared in accordance with Chapter 114 of the Texas Local Government Code of Tarrant County, Texas. Due to the ongoing annual audit for fiscal year 2025, the beginning fund balances reported in these statements are subject to change.

Sincerely,



Kimberly M. Buchanan, CPA
Tarrant County Auditor

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January 2026 Monthly Financial Statements (unaudited)

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FINANCIAL SECTION

TARRANT COUNTY, TEXAS

COMBINED BALANCE SHEET GOVERNMENTAL FUNDS

As of 1/31/2026

Combined Total Governmental Funds		General	Road and Bridge	Debt Service
<u>ASSETS</u>				
\$ 1,067,767,549	Cash, cash equivalents, and investments	\$ 390,206,936	\$ 26,366,707	\$ 28,345,942
	Receivables			
94,888,300	Taxes receivable (net)	88,049,859	-	6,838,441
33,370,415	Other receivables (net)	17,051,459	170,161	-
3,713,660	Fee office receivables (net)	3,713,660	-	-
13,926,651	Due from other funds	13,926,651	-	-
2,221,588	Supplies and prepaid items	835,139	881,635	-
<u>\$ 1,215,888,163</u>	TOTAL ASSETS	<u>\$ 513,783,704</u>	<u>\$ 27,418,503</u>	<u>\$ 35,184,383</u>
<u>LIABILITIES</u>				
\$ 15,323,649	Accounts payable	\$ 4,412,189	\$ 385,944	\$ -
35,989,735	Other liabilities	31,762,362	639,346	-
13,926,650	Due to other funds	-	-	-
37,728,729	Unearned revenue	18,587	-	-
<u>102,968,763</u>	TOTAL LIABILITIES	<u>36,193,138</u>	<u>1,025,290</u>	<u>-</u>
<u>DEFERRED INFLOWS OF RESOURCES</u>				
94,888,300	Unavailable revenue-property taxes	88,049,859	-	6,838,441
3,962,810	Unavailable revenue-fee office receivables	3,962,810	-	-
1,361,724	Deferred lease inflow	820,811	-	-
<u>100,212,834</u>	TOTAL DEFERRED INFLOWS OF RESOURCES	<u>92,833,480</u>	<u>-</u>	<u>6,838,441</u>
<u>FUND BALANCES</u>				
<u>1,012,706,566</u>	TOTAL FUND BALANCES	<u>384,757,086</u>	<u>26,393,213</u>	<u>28,345,942</u>
<u>\$ 1,215,888,163</u>	TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	<u>\$ 513,783,704</u>	<u>\$ 27,418,503</u>	<u>\$ 35,184,383</u>

Capital Projects	Grants	Other Governmental Funds
\$ 458,280,031	\$ 48,917,089	\$ 115,650,844
-	-	-
-	8,561,024	7,587,771
-	-	-
-	-	-
159,000	140,731	205,083
<u>\$ 458,439,031</u>	<u>\$ 57,618,844</u>	<u>\$ 123,443,698</u>
\$ 5,729,361	\$ 4,049,274	\$ 746,881
-	2,679,508	908,519
-	13,625,636	301,014
-	37,264,426	445,716
5,729,361	57,618,844	2,402,130
-	-	-
-	-	-
-	-	540,913
-	-	540,913
452,709,670	-	120,500,655
<u>\$ 458,439,031</u>	<u>\$ 57,618,844</u>	<u>\$ 123,443,698</u>

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES GOVERNMENTAL FUNDS

For the four (4) months ended 1/31/2026

Combined Total Governmental Funds		General	Road and Bridge	Debt Service
<u>REVENUES:</u>				
\$ 455,016,436	Taxes	\$ 422,861,925	\$ 105	\$ 32,063,862
203,418	Licenses and permits	202,418	-	-
34,905,272	Fees of office	20,993,017	6,225,109	-
73,273,618	Intergovernmental	13,953,143	35,343	-
10,761,309	Investment income	2,538,258	341,618	96,524
6,298,438	Other revenues	4,147,351	48,289	-
<u>580,458,491</u>	TOTAL REVENUES	<u>464,696,112</u>	<u>6,650,464</u>	<u>32,160,386</u>
<u>EXPENDITURES:</u>				
Current:				
62,512,697	General government	57,357,395	-	-
77,591,044	Public safety	68,974,813	-	-
9,158,974	Transportation support	190,724	8,968,250	-
77,871,573	Judicial	71,616,788	-	-
49,517,616	Community services	1,931,229	-	-
20,894,134	Capital outlay	-	-	-
5,781,566	Debt service:			
	Interest and fiscal charges	-	-	5,781,566
<u>303,327,604</u>	TOTAL EXPENDITURES	<u>200,070,949</u>	<u>8,968,250</u>	<u>5,781,566</u>
277,130,887	Excess (deficiency) of revenues over (under) expenditures	264,625,163	(2,317,786)	26,378,820
<u>OTHER FINANCING SOURCES (USES):</u>				
16,504,826	Transfers in	399,479	3,208,700	-
(19,421,492)	Transfers out	(14,245,347)	-	-
<u>(2,916,666)</u>	TOTAL OTHER FINANCING SOURCES (USES)	<u>(13,845,868)</u>	<u>3,208,700</u>	<u>-</u>
274,214,221	CHANGE IN FUND BALANCE	250,779,295	890,914	26,378,820
<u>738,492,345</u>	FUND BALANCES, beginning of year	<u>133,977,791</u>	<u>25,502,299</u>	<u>1,967,122</u>
<u>\$ 1,012,706,566</u>	FUND BALANCES, end of period	<u>\$ 384,757,086</u>	<u>\$ 26,393,213</u>	<u>\$ 28,345,942</u>

Capital Projects	Grants	Other Governmental Funds
\$ -	\$ -	\$ 90,544
-	-	1,000
295,633	134,361	7,257,152
-	50,981,825	8,303,307
6,161,951	250,673	1,372,285
84,347	178,099	1,840,352
6,541,931	51,544,958	18,864,640
-	1,618,790	3,536,512
-	5,365,484	3,250,747
-	-	-
-	4,843,257	1,411,528
-	37,163,938	10,422,449
17,973,666	2,553,489	366,979
-	-	-
17,973,666	51,544,958	18,988,215
(11,431,735)	-	(123,575)
11,055,035	-	1,841,612
(4,776,667)	-	(399,478)
6,278,368	-	1,442,134
(5,153,367)	-	1,318,559
457,863,037	-	119,182,096
<u>\$452,709,670</u>	<u>\$ -</u>	<u>\$ 120,500,655</u>

STATEMENT OF NET POSITION INTERNAL SERVICE FUNDS

As of 1/31/2026

Combined Total	<u>ASSETS</u>	Self Insurance	Workers Compensation
	Current assets:		
\$ 44,563,660	Cash and cash equivalents	\$ 13,795,632	\$ 6,606,743
448,538	Other receivables, net of allowance	9,413	-
1,219,923	Prepaid expenses and inventory	-	140,000
46,232,121	TOTAL ASSETS	13,805,045	6,746,743
	<u>LIABILITIES</u>		
	Current liabilities:		
820,357	Accounts payable	121,095	-
8,571,172	Other liabilities	-	-
4,560,418	Other long term liabilities-current portion	1,106,543	3,453,875
13,951,947	Total current liabilities	1,227,638	3,453,875
	Noncurrent liabilities:		
9,756,332	Other noncurrent liabilities	2,462,407	7,293,925
9,756,332	Total noncurrent liabilities	2,462,407	7,293,925
23,708,279	TOTAL LIABILITIES	3,690,045	10,747,800
	<u>NET POSITION</u>		
22,523,842	Unrestricted	10,115,000	(4,001,057)
\$ 22,523,842	TOTAL NET POSITION	\$ 10,115,000	\$ (4,001,057)

County Clerk Professional Liability	District Clerk Professional Liability	Employee Benefits
\$ 843,981	\$ 469,002	\$ 22,848,302
-	-	439,125
-	-	1,079,923
<u>843,981</u>	<u>469,002</u>	<u>24,367,350</u>
-	-	699,262
-	-	8,571,172
-	-	-
-	-	<u>9,270,434</u>
-	-	-
-	-	-
-	-	<u>9,270,434</u>
<u>843,981</u>	<u>469,002</u>	<u>15,096,916</u>
<u>\$ 843,981</u>	<u>\$ 469,002</u>	<u>\$ 15,096,916</u>

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION INTERNAL SERVICE FUNDS

For the four (4) months ended 1/31/2026

Combined Total		Self Insurance	Workers Compensation
	<u>OPERATING REVENUES</u>		
\$ 7,133,951	Charges for services - external	\$ -	\$ -
23,092,567	Charges for services - internal	-	1,256,706
4,261,277	Other revenues	5,561	-
34,487,795	TOTAL OPERATING REVENUES	5,561	1,256,706
	<u>OPERATING EXPENSES</u>		
32,922,276	Self insurance claims	43,000	825,219
1,813,572	Insurance premiums	-	-
1,870,828	Other expenses	159,822	84,376
36,606,676	TOTAL OPERATING EXPENSES	202,822	909,595
(2,118,881)	OPERATING INCOME (LOSS)	(197,261)	347,111
	<u>NONOPERATING REVENUES</u>		
580,743	Investment income	178,203	85,111
580,743	TOTAL NONOPERATING REVENUES	178,203	85,111
(1,538,138)	NET INCOME (LOSS) BEFORE TRANSFERS	(19,058)	432,222
	<u>OPERATING TRANSFERS</u>		
2,916,666	Transfers in	583,333	-
1,378,528	NET INCOME (LOSS)	564,275	432,222
21,145,314	NET POSITION, beginning of year	9,550,725	(4,433,279)
\$ 22,523,842	NET POSITION, end of period	\$ 10,115,000	\$ (4,001,057)

County Clerk Professional Liability	District Clerk Professional Liability	Employee Benefits
\$ 5	\$ 20	\$ 7,133,926
-	-	21,835,861
-	-	4,255,716
<u>5</u>	<u>20</u>	<u>33,225,503</u>
-	-	32,054,057
-	-	1,813,572
-	-	1,626,630
<u>-</u>	<u>-</u>	<u>35,494,259</u>
<u>5</u>	<u>20</u>	<u>(2,268,756)</u>
<u>11,092</u>	<u>6,164</u>	<u>300,173</u>
<u>11,092</u>	<u>6,164</u>	<u>300,173</u>
<u>11,097</u>	<u>6,184</u>	<u>(1,968,583)</u>
<u>-</u>	<u>-</u>	<u>2,333,333</u>
<u>11,097</u>	<u>6,184</u>	<u>364,750</u>
<u>832,884</u>	<u>462,818</u>	<u>14,732,166</u>
<u>\$ 843,981</u>	<u>\$ 469,002</u>	<u>\$ 15,096,916</u>

STATEMENT OF FIDUCIARY NET POSITION FIDUCIARY FUNDS

As of 1/31/2026

Combined Total Fiduciary Funds		State Comptroller Fund	Other Custodial Funds ⁽¹⁾	Community Supervision & Corrections ⁽¹⁾
<u>ASSETS</u>				
\$ 128,774,166	Cash, cash equivalents, and investments	\$ 13,606,735	\$ 103,685,643	\$ 11,481,788
1,698	Fee office receivables (net)	-	1,698	-
<u>2,339</u>	Supplies and prepaid items	-	-	<u>2,339</u>
<u>\$ 128,778,203</u>	TOTAL ASSETS	<u>\$ 13,606,735</u>	<u>\$ 103,687,341</u>	<u>\$ 11,484,127</u>
<u>LIABILITIES AND FUND BALANCE</u>				
\$ 61,438	Accounts payable	\$ -	\$ 27,951	\$ 33,487
<u>128,716,765</u>	Other liabilities	<u>13,606,735</u>	<u>103,659,390</u>	<u>11,450,640</u>
<u>\$ 128,778,203</u>	TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 13,606,735</u>	<u>\$ 103,687,341</u>	<u>\$ 11,484,127</u>

(1) Fiduciary balances reflect the most current information available at time of preparation. Balances for Other Custodial Funds and Community Supervision & Corrections are one month in arrears.

**COMBINED SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
FIDUCIARY FUNDS**
For the four (4) months ended 1/31/2026

Combined Total Fiduciary Funds		State Comptroller Fund	Other Custodial Funds ⁽¹⁾	Community Supervision & Corrections ⁽¹⁾
\$ 199,781,829	Total cash receipts	\$ 83,833,158	\$ 97,465,659	\$ 18,483,012
<u>240,494,591</u>	Total cash disbursements	<u>93,515,472</u>	<u>125,774,733</u>	<u>21,204,386</u>
(40,712,762)	EXCESS (DEFICIT) RECEIPTS OVER DISBURSEMENTS	(9,682,314)	(28,309,074)	(2,721,374)
<u>CASH AND INVESTMENTS</u>				
<u>169,486,928</u>	CASH BALANCE, beginning of year	<u>23,289,049</u>	<u>131,994,717</u>	<u>14,203,162</u>
<u>\$ 128,774,166</u>	CASH BALANCE, end of period	<u>\$ 13,606,735</u>	<u>\$ 103,685,643</u>	<u>\$ 11,481,788</u>

NOTE: Cash receipts and disbursements are made between fiduciary funds. Inter-fund receipt/disbursement elimination entries are not made.

(1) Fiduciary balances reflect the most current information available at time of preparation. Balances for Other Custodial Funds and Community Supervision & Corrections are one month in arrears.

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

The accompanying financial statements reflect the funds and accounts of the financial reporting entity Tarrant County, Texas (the "County"), as of January 2026 and for the four months then ended. Other components of the County not included in the accompanying financial statements include, Tarrant County Hospital District, Tarrant County Mental Health and Behavioral Health Services, Tarrant County Industrial Development Corporation, Tarrant County Health Facilities Development Corporation, Tarrant County Cultural Education Facilities Finance Corporation, and Tarrant County Housing Financing Corporation. These components are technically a part of the "reporting entity" because of the budgetary oversight responsibility by the Commissioners' Court of Tarrant County. These components however are unrelated to the financial condition and results of operations of the County, and have been excluded from the accompanying financial statements. Separate financial statements of these entities are available upon request.

Revenue Recognition

Revenue is generally recognized on the modified accrual basis. Under this method of accounting, revenues are recognized when susceptible to accrual, i.e., both measurable and available. The primary revenue sources susceptible to accrual are property taxes, fines and fees due to fee offices which are recognized as unavailable revenue until cash is received. Other sources are generally not measurable until received in cash.

Expenditure Recognition

Expenditures are recorded when incurred. Expenditures for principal and interest on long-term debt are recorded when due. The accrual basis of accounting is utilized in the proprietary funds. Encumbrances are not included as expenditures.

Budget Basis Reporting

The budget is prepared utilizing a modified cash basis of accounting, with adjustments for encumbrances, as allowed by state statutes. Budget basis information is presented in the accompanying "Budgetary Information" section at a summary level. Budget information at the legal level of control is available upon request.

Investment Income Allocation

To maximize investment earnings on "idle" cash and cash equivalents, a "pooled cash" concept is utilized. Under this concept nearly all deposits are maintained in the same bank account and are invested on a daily basis. Generally, interest earnings are allocated to each fund based on the funds relative percentage of the total pool.

Pension Liability

The net pension liability was actuarially valued as of December 31, 2024. The net pension liability is reported as \$115,939,101 in the annual comprehensive financial report for the fiscal year ended September 30, 2025.

OPEB Liability

The total OPEB liability was actuarially measured as of September 30, 2024. The total OPEB liability is reported as \$172,463,468 in the annual comprehensive financial report for the fiscal year ended September 30, 2025.

Compensated Absences

The liability for compensated absences consists of accumulated earned unpaid vacation and sick leave that is more likely than not to be used in future periods. The total compensated absences liability is reported as \$78,210,409 in the annual comprehensive financial report for the fiscal year ended September 30, 2025.

Deferred Outflows/Inflows of Resources

Deferred outflows of resources apply to future periods and will not be recognized as an expense/expenditure until then. Deferred inflows of resources apply to future periods and will be recognized as a revenue at that time.

Incurred but Not Reported

Included in the "Other Liabilities" of the Internal Service fund's Employee Benefits is \$8,555,000 of estimated incurred but not reported medical and drug claims.

Leases

The County, as a lessee, recognizes a lease liability and an intangible right to use lease asset as well as capital outlay and other financing source. The County, as lessor, recognizes a lease receivable and a deferred inflow of resources.

Subscription Based Information Technology Arrangements

The County recognizes a subscription liability and an intangible right to use subscription asset as well as capital outlay and other financing source.

II. BASIS OF PRESENTATION

The accounts of the County are organized and operated on the basis of funds, each of which is considered a separate accounting entity. Government resources are allocated to and accounted for in individual funds based on the purpose for which they are to be spent and the means by which spending activities are controlled.

Funds are classified into three categories: Governmental, Proprietary and Fiduciary. Each category is divided into separate fund types. The following fund types are used by the County.

Governmental Funds: Used to account for all or most of a government's general activity. Activity is reported using the current financial resources measurement focus and the modified accrual basis of accounting.

General Fund – used to account for the general operations of the County.

Road and Bridge Fund – used to account for the collection and expenditure of those monies designated to be spent for acquisition, construction and maintenance of county roads and bridges.

Debt Service Fund – used to account for accumulation of resources and for the payment of general long-term debt principal, interest, and related costs.

Capital Projects Funds – used to account for financial resources to be used for the acquisition and/or construction of facilities, equipment, software and infrastructure.

Grant Funds – used to account for the activities conducted under the many grant agreements between the County and various state and federal organizations.

Other Governmental Funds – used to account for specific revenue sources which are legally restricted to expenditures for specified purposes.

Proprietary Funds: Used to account for operations that are financed in a manner similar to those in the private sector. Activity is reported using the economic resources measurement focus and accrual basis of accounting. Internal Service funds are a type of proprietary fund used to account for self insurance activities. The County operates the following five internal service funds.

Self Insurance Fund – used to account for expenditures of bond proceeds received in fiscal year 1998 for the county self insured general liability claims.

Workers Compensation – used to account for workers compensation claims. Prior to the establishment of the self insurance fund, this fund was used for general liability and automobile/property damage claims.

County Clerk Professional Liability Fund – used to account for the County Clerk’s errors and omissions self insurance.

District Clerk Professional Liability Fund – used to account for the District Clerk’s errors and omissions self insurance.

Employee Benefits Fund – used to account for Tarrant County employee benefits.

Fiduciary Funds: Used to account for assets held by the County in a trustee or agency capacity for others and therefore cannot be used to support the government’s own programs.

State Comptroller Funds – used to account for monies received on behalf of, and subsequently remitted to the State Comptroller.

Other Custodial Funds – used to account for assets held in a fiduciary capacity for others and includes property taxes collected and remitted for other entities, statutory fees collected on behalf of other governments, funds held in the registry of the court, collateral for securing bail bonds, monies on account for inmate commissary purchases, and funds seized by law enforcement agencies.

Community Supervision and Corrections – used to account for the State agency funds in the County depository and restitution collected as a condition of probation payable to injured parties.

III. NEGATIVE CASH BALANCES

The following funds have negative cash balances at the balance sheet date. This occurs when expenditures exceed revenue collection. The General Fund has advanced money to these Funds thereby, allowing for continued operation of the related programs. These advances by the General Fund have been reflected in the accompanying combined balance sheet as due from other funds. The advances also represent a loss of investment earnings to the General Fund and are not a reimbursable item by the grantor under reimbursing grant agreements.

Most negative cash balances arise in the County’s reimbursing grant programs. These programs require the payment of expenditures prior to the reimbursement by the grantor. These cash deficits have existed for years and do not create any major concerns. However, this information is helpful to the reader of the financial statements to provide a fuller understanding of the details of County operations.

	FUND / GRANT	DEFICIT
E0024	RYAN WHITE ENDING HIV EPIDEMIC	66,788.27
E0025	DHHS-RYAN WHITE TITLE IV PART D - WOMEN, INFANTS, CHILDREN	3,811.63
E0027	RYAN WHITE PART C - OUTPATIENT EIS PROGRAM	85,172.99
E0028	RYAN WHITE HIV/AIDS TREATMENT MODERNIZATION ACT PART A	223,331.11
E0031	HIV/STATE SERVICES	135,680.38
E0032	RYAN WHITE PART B	219,382.58
E0037	HIV/HOPWA	58,164.23
E0061	HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)	51,178.44
F0033	SURVEILLANCE	18,708.35
F0034	INFECTIOUS DISEASE SURVEILLANCE AND EPIDEMIOLOGY	4,042.13
F0035	HIV/PREVENTION	33,861.93

F0036	DSHS-ENDING THE HIV EPIDEMIC	17,663.24
F0038	STD/HIV OPERATIONS	182,482.16
F0040	COMMUNITY YOUTH DEVELOPMENT PROJECT	69,635.46
F0042	BIOTERRORISM PREPAREDNESS - LAB	38,714.30
F0043	CPS-PREPAREDNESS/HAZARDS (BIO TERRORISM)	121,383.82
F0044	DSHS-C.R.I - CITIES READINESS INITIATIVE	33,392.98
F0046	TUBERCULOSIS - PREVENTION AND CONTROL	129,313.81
F0051	IMMUNIZATIONS	234,297.46
F0054	INFECTIOUS DISEASE CONTROL	3,094.79
F0058	DSHS - HEALTHY TEXAS BABIES	24,698.71
F0060	WIC CARD PARTICIPATION	977,218.42
F0062	ESSENTIAL HEALTH SERVICES OFFICE OF PUBLIC HEALTH PRACTICE	40,341.26
F0093	NURSE FAMILY PARTNERSHIP GRANT	113,920.02
F0102	CDC-HEALTH DISPARITIES / HIGH RISK	20,468.41
F0105	STD/HIV DISEASE INTERVENTION SPECIALISTS (STD/HIV-DIS)	155,620.18
F0108	CDC-STRENGTHEN PUBLIC HEALTH INFRASTRUCTURE, WORKFORCE, DATA	137,941.21
G0012	VETERANS COURT PROGRAM	37,288.89
G0018	CJD-REACHING INDEPENDENCE THROUGH SELF EMPOWERMENT (RISE)	124,869.78
G0081	VAWA - PROTECTIVE ORDER UNIT	53,107.01
G0084	D.I.R.E.C.T. COURT	49,971.36
G0085	MENTAL HEALTH DIVERSION COURT PROGRAM	27,872.75
G0087	CJD-INTIMATE PARTNER-FAMILY VIOLENCE VICTIM ADVOCATES	128,139.72
G0094	CJD- FAMILY RECOVERY COURT	11,250.00
G0095	CJD- RECONNECTING YOUTH PROGRAM	28,325.64
H0001	COMMUNITY DEVELOPMENT - SUPPORTIVE HOUSING	2,145,102.58
H0040	HOME INVESTMENT PARTNERSHIP ACT - AMERICAN RESCUE PLAN	1,355,380.02
H0080	COMMUNITY DEVELOPMENT BLOCK GRANT - COVID - CARES	25,344.98
H0532	SUPPORTIVE HOUSING- SALVATION ARMY SIMON TRANSITIONAL HOUSING	52,283.53
L0013	OJP-DOJ-NIJ-FORENSIC DNA BACKLOG REDUCTION GRANT	45,709.42
L0019	OJP-DOJ-HUMAN TRAFFICKING TASK FORCE	76,393.58
M0008	JAG-LAW ENFORCEMENT LIASON PRGM / MHMRTC	32,120.26
M0012	AG - VINE (VICITIM IDENTIFICATION AND NOTIFICATION EVERYDAY	37,232.64
M0014	ACCESS AND VISITATION GRANT	16,350.00
M0040	HOMELAND SECURITY GRANT PROGRAM	33,506.91
M0044	TXDOT COURTESY PATROL PROGRAM	871,728.97
M0048	BILINGUAL VICTIMS ASSISTANCE COORDINATOR	4,525.32
M0061	TVC-VETERAN'S TREATMENT COURT	10,683.74
M0106	TDEM - FEMA HAZARD MITIGATION - FLOOD STUDY	43,203.73
P0027	TJJD-JJAEP PROGRAM	546,895.62
P0050	TJJD - TITLE IV E	47,287.80
R0010	SECTION 8 - EMERGENCY HOUSING VOUCHER	102,259.13
R0011	SECTION 8 - FOSTER YOUTH TO INDEPENDENCE	45,447.00
R0012	SECTION 8 - MAINSTREAM VOUCHER PROGRAM	209,614.00
R0013	HUD-SECTION 8 FUND BALANCE	3,639,890.66
R0014	SECTION 8 - HOUSING ADMIN	187,784.24
R0015	HUD - SECTION 8 PORTABILITY	95,444.39
R0210	SECTION 8 EMERGENCY HOUSING VOUCHER (SERVICE FEE)	10,250.86
R0310	SECTION 8 - EMERGENCY HOUSING VOUCHER (ADMIN)	10,427.46
L0021	MISSING and UNIDENTIFIED HUMAN REMAINS	20,513.61
G0097	CJD - HUMAN TRAFFICKING PROSECUTION UNIT (PASS-THROUGH)	128,290.01
R0112	MAINSTREAM ADMIN FEES	11,870.64
R0018	VETERANS AFFAIRS SUPPORTIVE HOUSING	2,089.07
L0020	BJA FIELD INITIATED - ENCOURAGING INNOVATION	150,000.00
H0537	SAMARITIAN HOUSE - SAM HOUSE PERMANENT SUPPORTIVE HOUSING	3,964.31

FINANCIAL SECTION

TARRANT COUNTY, TEXAS

F0099	PUBLIC HEALTH INFRASTRUCTURE GRANT	75.00
G0099	CJD - EVIDENCE DEPARTMENT SUPPORT PROGRAM	<u>2,833.43</u>
	SUB-TOTAL GRANTS	13,625,636.33
G1100	8TH ADMIN JUDICIAL REGION	110.94
T3000	DA - JPS CONTRACT	131,812.58
T3100	TC EMERGENCY SERVICES DISTRICT #1	36,013.89
T3700	MEDICAL EXAMINER CONFERENCE FUND	107.19
T7100	CONTRACT ELECTIONS	<u>132,969.81</u>
	TOTAL \$	<u><u>13,926,650.74</u></u>

IV. INVESTMENTS

All securities held and transactions executed during the period conform to the requirements of the Government Code Section 2256, The Public Funds Investment Act, and the Tarrant County Investment Policy, as adopted by the Commissioners Court on November 11, 2025.

	Average Rate	
JPMorgan Chase Savings	3.60%	\$ 14,928,246
JPMorgan Chase Savings II	3.60%	38,134,608
JPMorgan Chase Checking	3.65%	304,452,694
Texas CLASS Investment Pool	3.86%	297,768,272
TexPool Investment Pool	3.71%	52,162,322
TexPool Prime Investment Pool	3.87%	<u>325,399,105</u>
TOTAL INVESTMENTS		<u>\$ 1,032,845,247</u>

The recorded position of the pools for Lone Star and TexPool are measured at amortized cost as these pools meet the requirements of GASB Statement No. 79. The recorded position of the pools for Texas CLASS and TexStar are measured at net asset value and are designed to approximate the share value.

V. CONTINGENCIES

The County is self-insured for workers' compensation, automobile bodily injury and property damage, comprehensive general liability and all self-insured retentions for existing policies. At September 30, 2025, \$14,316,750 has been accrued, based on an actuarial assessment, to provide for potential losses resulting from pending or threatened litigation, asserted claims and claims incurred but not reported.

VI. SCHEDULE OF OUTSTANDING BONDED DEBT

Outstanding bonded debt of the County consisted of the following as of January 31, 2026:

	<u>AMOUNT</u>	<u>INTEREST RATES</u>
2015A - Limited Tax Refunding & Improvement Bonds	5,550,000	1.97%
2016 - Limited Tax Refunding Bonds	20,490,000	1.48%
2017 - Limited Tax Refunding Bonds	18,525,000	2.13%
2022A - Limited Tax Refunding Bonds	19,060,000	2.45%
2022B - Limited Tax Refunding Bonds	45,275,000	3.13%
2022 - Limited Tax Bonds	<u>205,150,000</u>	4.00% to 5.00%
Total Outstanding Bonded Debt	<u><u>314,050,000</u></u>	

Arbitrage provisions of the Internal Revenue Tax Act of 1986 require the County to rebate excess arbitrage earnings from bond proceeds to the federal government. This amount was estimated to be \$6,222,633 as of September 30, 2025.

FINANCIAL SECTION

TARRANT COUNTY, TEXAS

The following is a summary of annual debt service payments to maturity for the County's bonds as of September 30, 2025. Principal payments are made annually in July. Interest payments are made biannually in January and July.

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2026	30,535,000	11,563,132	42,098,132
2027	25,660,000	10,778,043	36,438,043
2028	22,480,000	10,079,866	32,559,866
2029	16,075,000	9,454,379	25,529,379
2030	16,615,000	8,911,149	25,526,149
2031	13,235,000	8,346,894	21,581,894
2032	13,740,000	7,844,648	21,584,648
2033	14,260,000	7,321,086	21,581,086
2034	12,150,000	6,775,457	18,925,457
2035	12,655,000	6,271,814	18,926,814
2036	8,870,000	5,745,450	14,615,450
2037	9,315,000	5,301,950	14,616,950
2038	9,780,000	4,836,200	14,616,200
2039	10,270,000	4,347,200	14,617,200
2040	10,680,000	3,936,400	14,616,400
2041	11,105,000	3,509,200	14,614,200
2042	11,550,000	3,065,000	14,615,000
2043	12,015,000	2,603,000	14,618,000
2044	12,495,000	2,122,400	14,617,400
2045	12,995,000	1,622,600	14,617,600
2046	13,515,000	1,102,800	14,617,800
2047	14,055,000	562,200	14,617,200
Total:	<u>\$ 314,050,000</u>	<u>\$ 126,100,868</u>	<u>\$ 440,150,868</u>



VII. SCHEDULE OF INTERFUND TRANSFERS

The following is a summary of County interfund transfers as of January 31, 2026:

	<u>TRANSFERS IN</u>	<u>TRANSFERS OUT</u>
GENERAL FUND		
Transfers from court house security fund	\$ 327,372.11	\$ -
Transfers from justice court building security fund	2,754.00	-
Transfers from language access fund	69,352.38	-
Transfers to capital replacement fund	-	3,945,034.64
Transfers to cscd bond supervision unit	-	1,758,278.61
Transfers to employee group insurance fund	-	1,000,000.00
Transfers to non-debt capital fund	-	3,666,666.64
Transfers to road and bridge fund	-	3,208,700.36
Transfers to law enforcement task force fund	-	83,333.36
Transfers to self-insurance fund	-	583,333.36
TOTAL GENERAL FUND	<u>399,478.49</u>	<u>14,245,346.97</u>
ROAD AND BRIDGE FUND		
Transfers from general fund	<u>3,208,700.36</u>	-
TOTAL ROAD AND BRIDGE FUND	<u>3,208,700.36</u>	-
CAPITAL FUNDS		
NON-DEBT CAPITAL FUND (45100)		
Transfers to capital replacement fund	-	3,443,333.36
Transfers to employee group insurance fund	-	1,333,333.36
Transfers from general fund	3,666,666.64	-
CAPITAL REPLACEMENT FUND (45400)		
Transfers from general fund	3,945,034.64	-
Transfers from non-debt capital fund	<u>3,443,333.36</u>	-
TOTAL CAPITAL FUNDS	<u>11,055,034.64</u>	<u>4,776,666.72</u>
SPECIAL REVENUE FUNDS		
COURTHOUSE SECURITY FUND (22100)		
Transfers to general fund	-	327,372.11
JUSTICE COURT BUILDING SECURITY (22800)		
Transfers to general fund	-	2,754.00
LANGUAGE ACCESS FUND (23600)		
Transfers to general fund	-	69,352.38
LAW ENFORCEMENT TASK FORCE FUND (S9300)		
Transfers from general fund	83,333.36	-
CSCD BOND SUPERVISION FUND (T3300)		
Transfers from general fund	<u>1,758,278.61</u>	-
TOTAL SPECIAL REVENUE FUNDS	<u>1,841,611.97</u>	<u>399,478.49</u>

VII. SCHEDULE OF INTERFUND TRANSFERS (CONTINUED)

	<u>TRANSFERS IN</u>	<u>TRANSFERS OUT</u>
INTERNAL SERVICE FUNDS		
SELF-INSURANCE FUND (61500)		
Transfers from general fund	583,333.36	-
EMPLOYEE GROUP INSURANCE (65100)		
Transfers from general fund	1,000,000.00	-
Transfers from non-debt capital fund	<u>1,333,333.36</u>	-
TOTAL INTERNAL SERVICE FUNDS	<u>2,916,666.72</u>	-
TOTAL TRANSFERS	<u>\$ 19,421,492.18</u>	<u>\$ 19,421,492.18</u>



**CAPITAL PROJECT FUNDS
FUND DESCRIPTIONS****FUND 45100 - NON-DEBT CAPITAL FUND**

This fund was established to account for capital acquisitions funded from County auction proceeds, operating transfers from general fund, gas signing bonuses and gas royalties.

FUND 45400 – CAPITAL REPLACEMENT FUND

This fund was established to account for long-term planning replacement of capital assets.

FUND 45500 - COURT FACILITY FUND

This fund was established pursuant to State statutes, to account for the collection and expenditure of monies collected from filing fees for the construction, renovation, or improvement of facilities that house the courts.

FUND 47600 – 2006 BOND ELECTION FUND

This fund was established to account for the expenditure of the proceeds of General Obligation Bonds issued to fund capital acquisitions originally approved by the voters.

FUND 47700 – 2006 BOND ELECTION-TRANSPORTATION FUND

This fund was established to account for the expenditure of the proceeds of General Obligation Bonds issued to fund transportation projects originally approved by the voters.

FUND 47800 – 2021 BOND ELECTION-TRANSPORTATION FUND

This fund was established to account for the expenditure of the proceeds of General Obligation Bonds issued to fund transportation projects originally approved by the voters.

FUND 51200 – OIL & GAS ROYALTY FUND

This fund was established to account for proceeds from the lease of County mineral rights on the Resource Connection campus.

FINANCIAL SECTION

TARRANT COUNTY, TEXAS

COMBINING BALANCE SHEET CAPITAL PROJECTS FUNDS

As of 1/31/2026

Combined Total		Non-Debt Capital	Capital Replacement Fund	Court Facility Fund
<u>ASSETS</u>				
\$ 458,280,031	Cash, cash equivalents, and investments	\$ 59,110,669	\$ 199,858,390	\$ 2,958,976
159,000	Supplies and prepaid items	150,000	9,000	-
<u>\$ 458,439,031</u>	TOTAL ASSETS	<u>\$ 59,260,669</u>	<u>\$ 199,867,390</u>	<u>\$ 2,958,976</u>
<u>LIABILITIES</u>				
5,729,361	Accounts payable	1,301,188	703,974	-
<u>5,729,361</u>	TOTAL LIABILITIES	<u>1,301,188</u>	<u>703,974</u>	<u>-</u>
<u>FUND BALANCES</u>				
452,709,670	TOTAL FUND BALANCES	57,959,481	199,163,416	2,958,976
<u>\$ 458,439,031</u>	TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 59,260,669</u>	<u>\$ 199,867,390</u>	<u>\$ 2,958,976</u>

<u>2006 Bond Election</u>	<u>2006 Bond Election Transportation</u>	<u>2021 Bond Election Transportation</u>	<u>Oil & Gas Royalty</u>
\$ 1,769,002	\$ 8,607,994	\$ 184,116,376	\$ 1,858,624
-	-	-	-
<u>\$ 1,769,002</u>	<u>\$ 8,607,994</u>	<u>\$ 184,116,376</u>	<u>\$ 1,858,624</u>
-	225,273	3,477,727	21,199
-	225,273	3,477,727	21,199
1,769,002	8,382,721	180,638,649	1,837,425
<u>\$ 1,769,002</u>	<u>\$ 8,607,994</u>	<u>\$ 184,116,376</u>	<u>\$ 1,858,624</u>

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUNDS

For the four (4) months ended 1/31/2026

Combined Total		Non-Debt Capital	Capital Replacement Fund	Court Facility Fund
<u>REVENUES:</u>				
\$ 295,633	Fees of office	\$ -	\$ -	\$ 295,633
6,161,951	Investment income	852,453	2,617,929	36,863
84,347	Other revenues	67,809	-	-
6,541,931	TOTAL REVENUES	920,262	2,617,929	332,496
<u>EXPENDITURES:</u>				
17,973,666	Capital outlay	7,729,318	6,286,327	790
17,973,666	TOTAL EXPENDITURES	7,729,318	6,286,327	790
(11,431,735)	Excess (deficiency) of revenues over (under) expenditures	(6,809,056)	(3,668,398)	331,706
<u>OTHER FINANCING SOURCES (USES):</u>				
11,055,035	Transfers in	3,666,667	7,388,368	-
(4,776,667)	Transfers out	(4,776,667)	-	-
6,278,368	TOTAL OTHER FINANCING SOURCES (USES)	(1,110,000)	7,388,368	-
(5,153,367)	CHANGE IN FUND BALANCE	(7,919,056)	3,719,970	331,706
457,863,037	FUND BALANCES, beginning of year	65,878,537	195,443,446	2,627,270
<u>\$ 452,709,670</u>	FUND BALANCES, end of period	<u>\$ 57,959,481</u>	<u>\$ 199,163,416</u>	<u>\$ 2,958,976</u>

<u>2006 Bond Election</u>	<u>2006 Bond Election Transportation</u>	<u>2021 Bond Election Transportation</u>	<u>Oil & Gas Royalty</u>
\$ -	\$ -	\$ -	\$ -
23,250	118,558	2,512,898	-
-	-	-	16,538
23,250	118,558	2,512,898	16,538
-	565,593	3,391,638	-
-	565,593	3,391,638	-
23,250	(447,035)	(878,740)	16,538
-	-	-	-
-	-	-	-
-	-	-	-
23,250	(447,035)	(878,740)	16,538
1,745,752	8,829,756	181,517,389	1,820,887
<u>\$ 1,769,002</u>	<u>\$ 8,382,721</u>	<u>\$ 180,638,649</u>	<u>\$ 1,837,425</u>

NONMAJOR GOVERNMENTAL FUNDS SPECIAL REVENUE FUNDS - FUND DESCRIPTIONS

FUND 24100 - LAW LIBRARY FUND

This fund was established, pursuant to State statutes, to account for the collection and expenditure of monies collected in civil cases supporting the Tarrant County Law Library.

FUND 25100 - VEHICLE INVENTORY TAX FUND

This fund was established, pursuant to State statutes, to account for any interest earnings generated from the vehicle inventory tax, which the collector shall retain to defray the cost of collecting this tax. The Tax Assessor has discretion over the use of this fund.

RECORDS PRESERVATION AND TECHNOLOGY FUNDS

These funds were established, pursuant to State statutes, to account for the collection and expenditure of monies collected for the preservation and automation of County records. These funds are further described on page 31.

FUND 24200 - EDUCATION FUND

This fund was established, pursuant to State statutes, to account for the collection and expenditure of monies collected to provide for the continuing education of those officials and employees associated with the probate courts and certain law enforcement offices.

FUND T0400 - PUBLIC HEALTH FUND

The Tarrant County Hospital District provides funding for the operation of the Tarrant County Health Department in an effort to aggregate the cost of health service to Tarrant County residents. This funding arrangement began in 1999. These costs were previously paid from the County's General fund. This fund also includes the Medicaid 1115 Waiver, this waiver is to enhance access to health care, increase the quality of care, improve the cost-effectiveness of care provided and better serve the health of the patients and their families.

FUND 22300 - CONSUMER HEALTH FUND

This fund was established, pursuant to State statutes, to account for the collection of food permit fees and expenditures incurred in connection with issuing permits and conducting inspections.

COURT DESIGNATED FUNDS

These funds were established to account for the collection and expenditures of court ordered fees, pursuant to State statutes. These funds are further described on page 36.

FUNDS D6200, D8700-D8900 - DISTRICT ATTORNEY CONTRACTS

These funds are used to account for monies collected by the District Attorney which are used in the investigation of criminal activities. These monies consist primarily of fees for bad checks and forfeited monies resulting from narcotics related convictions.

FUNDS S4300-S9700 – SHERIFF CONTRACTS

These funds are used to account for monies collected by activities in the Sheriff Department. These activities include fees from operation of the jail commissary which are used for the benefit of the jail inmates. Some of these funds are the custody of the Sheriff. Monies are also collected from forfeitures resulting from narcotics related activities.

FUNDS G1100,T0500-T9900 – MISCELLANEOUS CONTRACTS

These funds are used to account for monies received by Tarrant County as contributions for specified purposes.

FINANCIAL SECTION

TARRANT COUNTY, TEXAS

COMBINING BALANCE SHEET OTHER GOVERNMENTAL FUNDS As of 1/31/2026

Combined Total		Law Library	Vehicle Inventory Tax	Records Preservation & Technology Funds
<u>ASSETS</u>				
\$ 115,650,844	Cash, cash equivalents, and investments	\$ 2,621,393	\$ 5,266,326	\$ 26,338,046
7,587,771	Other receivables (net)	-	-	-
205,083	Supplies and prepaid items	209	-	7,173
<u>\$ 123,443,698</u>	TOTAL ASSETS	<u>\$ 2,621,602</u>	<u>\$ 5,266,326</u>	<u>\$ 26,345,219</u>
<u>LIABILITIES</u>				
\$ 746,881	Accounts payable	\$ 4,886	\$ 704	\$ 11,995
908,519	Other liabilities	20,285	2,298	56,445
301,014	Due to other funds	-	-	-
445,716	Unearned revenue	25	-	-
<u>2,402,130</u>	TOTAL LIABILITIES	<u>25,196</u>	<u>3,002</u>	<u>68,440</u>
<u>DEFERRED INFLOWS OF RESOURCES</u>				
540,913	Deferred lease inflow	-	-	-
<u>540,913</u>	TOTAL DEFERRED INFLOWS OF RESOURCES	<u>-</u>	<u>-</u>	<u>-</u>
<u>FUND BALANCES</u>				
120,500,655	TOTAL FUND BALANCES	2,596,406	5,263,324	26,276,779
<u>\$ 123,443,698</u>	TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	<u>\$ 2,621,602</u>	<u>\$ 5,266,326</u>	<u>\$ 26,345,219</u>

Education	Public Health	Consumer Health	Court Designated Funds	District Attorney Contracts	Sheriff Contracts	Miscellaneous Contracts
\$ 266,357	\$ 34,992,230	\$ 3,278,158	\$ 6,794,715	\$ 2,578,945	\$ 5,068,948	\$ 28,445,726
-	7,051,499	-	-	60	417	535,795
-	6,494	-	-	-	191,207	-
<u>\$ 266,357</u>	<u>\$ 42,050,223</u>	<u>\$ 3,278,158</u>	<u>\$ 6,794,715</u>	<u>\$ 2,579,005</u>	<u>\$ 5,260,572</u>	<u>\$ 28,981,521</u>
\$ 4,129	\$ 518,758	\$ 361	\$ 3,064	\$ 23,543	\$ 71,629	\$ 107,812
-	455,870	52,941	28,251	-	50,709	241,720
-	-	-	-	-	-	301,014
-	-	-	-	-	-	445,691
<u>4,129</u>	<u>974,628</u>	<u>53,302</u>	<u>31,315</u>	<u>23,543</u>	<u>122,338</u>	<u>1,096,237</u>
-	540,913	-	-	-	-	-
-	540,913	-	-	-	-	-
<u>262,228</u>	<u>40,534,682</u>	<u>3,224,856</u>	<u>6,763,400</u>	<u>2,555,462</u>	<u>5,138,234</u>	<u>27,885,284</u>
<u>\$ 266,357</u>	<u>\$ 42,050,223</u>	<u>\$ 3,278,158</u>	<u>\$ 6,794,715</u>	<u>\$ 2,579,005</u>	<u>\$ 5,260,572</u>	<u>\$ 28,981,521</u>

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OTHER GOVERNMENTAL FUNDS

For the four (4) months ended 1/31/2026

Combined Total		Law Library	Vehicle Inventory Tax	Records Preservation & Technology Fund
<u>REVENUES:</u>				
\$ 90,544	Taxes	\$ -	\$ 90,544	\$ -
1,000	Licenses and permits	-	-	-
7,257,152	Fees of office	519,386	278,246	1,838,834
8,303,307	Intergovernmental	-	-	-
1,372,285	Investment income	-	58,205	361,340
1,840,352	Other revenues	15,349	125	239
<u>18,864,640</u>	TOTAL REVENUES	<u>534,735</u>	<u>427,120</u>	<u>2,200,413</u>
<u>EXPENDITURES:</u>				
	Current:			
3,536,512	General government	-	34,267	315,725
3,250,747	Public safety	-	-	-
1,411,528	Judicial	65,902	-	538,850
10,422,449	Community services	404,973	-	-
366,979	Capital outlay	13,166	647	623
<u>18,988,215</u>	TOTAL EXPENDITURES	<u>484,041</u>	<u>34,914</u>	<u>855,198</u>
(123,575)	Excess (deficiency) of revenues over (under) expenditures	50,694	392,206	1,345,215
<u>OTHER FINANCING SOURCES (USES):</u>				
1,841,612	Transfers in	-	-	-
(399,478)	Transfers out	-	-	-
<u>1,442,134</u>	TOTAL OTHER FINANCING SOURCES (USES)	<u>-</u>	<u>-</u>	<u>-</u>
1,318,559	CHANGE IN FUND BALANCE	50,694	392,206	1,345,215
<u>119,182,096</u>	FUND BALANCES, beginning of year	<u>2,545,712</u>	<u>4,871,118</u>	<u>24,931,564</u>
<u>\$ 120,500,655</u>	FUND BALANCES, end of period	<u>\$ 2,596,406</u>	<u>\$ 5,263,324</u>	<u>\$ 26,276,779</u>

Education	Public Health	Consumer Health	Court Designated Funds	District Attorney Contracts	Sheriff Contracts	Miscellaneous Contracts
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	-	1,000
7,894	484,844	907,863	1,023,922	74	-	2,196,089
-	6,857,241	-	333,458	-	-	1,112,608
-	527,310	-	64,396	33,896	58,636	268,502
-	911	-	200	125,021	1,134,942	563,565
7,894	7,870,306	907,863	1,421,976	158,991	1,193,578	4,141,764
-	1,403,744	-	110,000	-	-	1,672,776
14,273	-	-	-	-	1,148,962	2,087,512
11,873	-	-	428,568	103,240	-	263,095
-	6,436,728	551,937	-	-	-	3,028,811
-	64,668	-	1,541	34,169	224,163	28,002
26,146	7,905,140	551,937	540,109	137,409	1,373,125	7,080,196
(18,252)	(34,834)	355,926	881,867	21,582	(179,547)	(2,938,432)
-	-	-	-	-	83,333	1,758,279
-	-	-	(399,478)	-	-	-
-	-	-	(399,478)	-	83,333	1,758,279
(18,252)	(34,834)	355,926	482,389	21,582	(96,214)	(1,180,153)
280,480	40,569,516	2,868,930	6,281,011	2,533,880	5,234,448	29,065,437
<u>\$ 262,228</u>	<u>\$ 40,534,682</u>	<u>\$ 3,224,856</u>	<u>\$ 6,763,400</u>	<u>\$ 2,555,462</u>	<u>\$ 5,138,234</u>	<u>\$ 27,885,284</u>



**RECORDS PRESERVATION FUNDS
FUND DESCRIPTIONS****FUND 21100 - RECORDS PRESERVATION & AUTOMATION FUND - FILINGS**

This fund was established, pursuant to State statutes, to account for the collection and expenditure of monies collected from filing fees to allow for the preservation and automation of County records. The County Clerk has discretion over the use of this fund.

FUND 21200 - RECORDS PRESERVATION & AUTOMATION FUND - CONVICTIONS

This fund was established, pursuant to State statutes, to account for the collection and expenditure of monies collected in court for the preservation and automation of County records.

FUND 21300 - RECORDS PRESERVATION & RESTORATION FUND

This fund was established, pursuant to State statutes, to account for the collection and expenditure of monies collected from filing fees for the preservation and restoration of County records.

FUND 21400 - COURT RECORD PRESERVATION FUND

This fund was established, pursuant to State statutes, to account for the collection and expenditure of monies collected from filing fees for the preservation and restoration of County records.

FUND 21500 – DISTRICT COURT RECORDS TECHNOLOGY (ARCHIVE) FUND

This fund was established, pursuant to State statutes, to account for the collection and expenditure of monies collected from filing fees for the preservation and restoration of district court records archives.

FUND 21600 – DISTRICT CLERK RECORDS MANAGEMENT AND PRESERVATION FUND

This fund was established, pursuant to State statutes, to account for the collection and expenditure of monies collected from filing fees for the records management and preservation services by the court clerk.

COMBINING BALANCE SHEET RECORDS PRESERVATION FUNDS

As of 1/31/2026

Combined Total		Records Preservation & Automation -Filings	Records Preservation & Automation -Convictions	Records Preservation & Restoration
<u>ASSETS</u>				
\$ 26,338,046	Cash, cash equivalents, and investments	\$ 14,192,850	\$ 104,314	\$ 9,225,303
7,173	Supplies and prepaid items	-	-	7,173
<u>\$ 26,345,219</u>	TOTAL ASSETS	<u>\$ 14,192,850</u>	<u>\$ 104,314</u>	<u>\$ 9,232,476</u>
<u>LIABILITIES</u>				
\$ 11,995	Accounts payable	\$ 5,323	\$ 1,622	\$ 5,050
56,445	Other liabilities	15,409	-	4,960
<u>68,440</u>	TOTAL LIABILITIES	<u>20,732</u>	<u>1,622</u>	<u>10,010</u>
<u>FUND BALANCES</u>				
<u>26,276,779</u>	TOTAL FUND BALANCES	<u>14,172,118</u>	<u>102,692</u>	<u>9,222,466</u>
<u>\$ 26,345,219</u>	TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 14,192,850</u>	<u>\$ 104,314</u>	<u>\$ 9,232,476</u>

Court Record Preservation	District Court Records Technology (Archive)	District Clerk Records Management & Preservation
\$ 468,567	\$ 52,885	\$ 2,294,127
-	-	-
<u>\$ 468,567</u>	<u>\$ 52,885</u>	<u>\$ 2,294,127</u>
\$ -	\$ -	\$ -
1,185	-	34,891
<u>1,185</u>	<u>-</u>	<u>34,891</u>
467,382	52,885	2,259,236
<u>\$ 468,567</u>	<u>\$ 52,885</u>	<u>\$ 2,294,127</u>

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES RECORDS PRESERVATION FUNDS

For the four (4) months ended 1/31/2026

Combined Total		Records Preservation & Automation -Filings	Records Preservation & Automation -Convictions	Records Preservation & Restoration
<u>REVENUES:</u>				
\$ 1,838,834	Fees of office	\$ 803,591	\$ 2,112	\$ 673,248
361,340	Investment income	182,488	1,355	140,441
<u>239</u>	Other revenues	<u>-</u>	<u>239</u>	<u>-</u>
2,200,413	TOTAL REVENUES	986,079	3,706	813,689
<u>EXPENDITURES:</u>				
	Current:			
315,725	General government	224,328	-	91,397
538,850	Judicial	146,659	-	-
<u>623</u>	Capital outlay	<u>623</u>	<u>-</u>	<u>-</u>
855,198	TOTAL EXPENDITURES	<u>371,610</u>	<u>-</u>	<u>91,397</u>
1,345,215	Excess (deficiency) of revenues over (under) expenditures	614,469	3,706	722,292
<u>24,931,564</u>	FUND BALANCES, beginning of year	<u>13,557,649</u>	<u>98,986</u>	<u>8,500,174</u>
<u>\$ 26,276,779</u>	FUND BALANCES, end of period	<u>\$ 14,172,118</u>	<u>\$ 102,692</u>	<u>\$ 9,222,466</u>

Court Record Preservation	District Court Records Technology (Archive)	District Clerk Records Management & Preservation
\$ 950	\$ 968	\$ 357,965
6,237	688	30,131
-	-	-
7,187	1,656	388,096
-	-	-
13,774	-	378,417
-	-	-
13,774	-	378,417
(6,587)	1,656	9,679
473,969	51,229	2,249,557
<u>\$ 467,382</u>	<u>\$ 52,885</u>	<u>\$ 2,259,236</u>

COURT DESIGNATED FUNDS FUND DESCRIPTIONS

FUND 22100 - COURTHOUSE SECURITY FUND

This fund was established, pursuant to State statutes, to account for the collection of Courthouse security fees assessed in court cases. Revenue is subsequently transferred to the general fund where expenditures for Courthouse security are recorded.

FUND 22400 – JUVENILE DELINQUENCY PREVENTION FUND

This fund was established, pursuant to State statutes, to account for the collection of a fee related to graffiti court cases. The revenues in this fund are to be used to repair damages, provide educational and intervention programs, and provide rewards to the public for aiding in the apprehension and prosecution of offenders who commit graffiti offenses.

FUND 22500 - ALTERNATIVE DISPUTE RESOLUTION SYSTEM (ADRS)

This fund was established, pursuant to State statutes, to account for an alternative dispute resolution system for the peaceable and expeditious resolution of citizen disputes.

FUND 22600 – PROBATE CONTRIBUTIONS FUND

This fund was established, pursuant to State statutes, to account for the collection of a fee under Section 51.704. The revenues in this fund are to be used for court-related purposes for the support of the statutory probate courts.

FUND 24300 - APPELLATE JUDICIAL SYSTEM FUND

This fund was established, pursuant to State statutes, to account for the collection and expenditure of monies collected in civil cases to provide for a portion of the operational costs of the Court of Appeals.

FUND 22700 – JUSTICE COURT TECHNOLOGY FUND

This fund was established, pursuant to State statutes, to account for the collection and expenditure of monies to provide for technology in the justice of the peace courts.

FUND 22800 – JUSTICE COURT BUILDING SECURITY FUND

This fund was established, pursuant to State statutes, to account for the collection and expenditure of monies to provide for security in the justice court buildings.

FUND 22900 – CHILD ABUSE PREVENTION FUND

This fund was established, pursuant to State statutes, to account for the collection and expenditure of monies to provide for child abuse prevention programs.

FUND 23100 – GUARDIANSHIP FUND

This fund was established, pursuant to State statutes, to account for the collection and expenditure of monies to provide compensation of a guardian ad litem, an attorney ad litem, and/or fund local guardianship programs for indigent incapacitated persons.

FUND 23200 – DRUG AND ALCOHOL COURT FUND

This fund was established, pursuant to State statutes, to account for the collection and expenditure of monies to provide for drug and alcohol court program.

FUND 23300 – COUNTY AND DISTRICT COURT TECHNOLOGY FUND

This fund was established, pursuant to State statutes, to account for the collection and expenditure of monies to provide for county and district court technology.

FUND 23400 – SPECIALTY COURT FUND

This fund was established, pursuant to State statutes, to account for the collection and expenditure of monies to provide for eligible specialty court programs.

FUND 23500 – TRUANCY PREVENTION AND DIVERSION FUND

This fund was established, pursuant to State statutes, to account for the collection and expenditure of monies to provide for a juvenile case manager and implement programs to prevent or reduce juvenile referrals to the court.

FUND 23600 – LANGUAGE ACCESS FUND

This fund was established, pursuant to State statutes, to account for the collection and expenditure of monies to provide language access services for individuals appearing before the court or receiving court services.

COMBINING BALANCE SHEET (CONTINUED) COURT DESIGNATED FUNDS

As of 1/31/2026

Combined Total		Courthouse Security	Juvenile Delinquency Prevention	ADRS
<u>ASSETS</u>				
6,794,715	Cash, cash equivalents, and investments	-	6,579	3,780,728
<u>\$ 6,794,715</u>	TOTAL ASSETS	<u>\$ -</u>	<u>\$ 6,579</u>	<u>\$ 3,780,728</u>
<u>LIABILITIES</u>				
\$ 3,064	Accounts payable	\$ -	\$ -	\$ 3,064
28,251	Other liabilities	-	-	22,436
<u>31,315</u>	TOTAL LIABILITIES	<u>-</u>	<u>-</u>	<u>25,500</u>
<u>FUND BALANCES</u>				
<u>6,763,400</u>	TOTAL FUND BALANCES	<u>-</u>	<u>6,579</u>	<u>3,755,228</u>
<u>\$ 6,794,715</u>	TOTAL LIABILITIES AND FUND BALANCES	<u>\$ -</u>	<u>\$ 6,579</u>	<u>\$ 3,780,728</u>

Probate Contribution Fund	Appellate Judicial System	Justice Court Technology Fund	Justice Court Bldg Security Fund	Child Abuse Prevention Fund	Guardianship Fund	Drug & Alcohol Court
1,418,819	36,017	329,227	-	43,048	90,237	115,951
<u>\$ 1,418,819</u>	<u>\$ 36,017</u>	<u>\$ 329,227</u>	<u>\$ -</u>	<u>\$ 43,048</u>	<u>\$ 90,237</u>	<u>\$ 115,951</u>
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1,816	3,999	-	-	-	-	-
1,816	3,999	-	-	-	-	-
1,417,003	32,018	329,227	-	43,048	90,237	115,951
<u>\$ 1,418,819</u>	<u>\$ 36,017</u>	<u>\$ 329,227</u>	<u>\$ -</u>	<u>\$ 43,048</u>	<u>\$ 90,237</u>	<u>\$ 115,951</u>

COMBINING BALANCE SHEET (CONCLUDED) COURT DESIGNATED FUNDS

As of 1/31/2026

	County & District Court Technology Fund	Specialty Court Fund	Truancy Prevention & Diversion Fund	Language Access Fund
<u>ASSETS</u>				
Cash, cash equivalents, and investments	344,652	21,431	202,298	405,728
TOTAL ASSETS	<u>\$ 344,652</u>	<u>\$ 21,431</u>	<u>\$ 202,298</u>	<u>\$ 405,728</u>
<u>LIABILITIES</u>				
Accounts payable	\$ -	\$ -	\$ -	\$ -
Other liabilities	-	-	-	-
TOTAL LIABILITIES	-	-	-	-
<u>FUND BALANCES</u>				
TOTAL FUND BALANCES	344,652	21,431	202,298	405,728
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 344,652</u>	<u>\$ 21,431</u>	<u>\$ 202,298</u>	<u>\$ 405,728</u>



FINANCIAL SECTION

TARRANT COUNTY, TEXAS

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES (CONTINUED) - COURT DESIGNATED FUNDS

For the four (4) months ended 1/31/2026

Combined Total		Courthouse Security	Juvenile Delinquency Prevention	ADRS
REVENUES:				
\$ 1,023,922	Fees of office	\$ 327,359	\$ 951	\$ 370,139
333,458	Intergovernmental	-	-	-
64,396	Investment income	-	76	48,772
200	Other revenues	-	-	200
1,421,976	TOTAL REVENUES	327,359	1,027	419,111
EXPENDITURES:				
	Current:			
110,000	General government	-	-	-
428,568	Judicial	-	-	245,265
1,541	Capital outlay	-	-	-
540,109	TOTAL EXPENDITURES	-	-	245,265
881,867	Excess (deficiency) of revenues over (under) expenditures	327,359	1,027	173,846
OTHER FINANCING SOURCES (USES):				
(399,478)	Transfers out	(327,359)	-	-
(399,478)	TOTAL OTHER FINANCING SOURCES (USES)	(327,359)	-	-
482,389	CHANGE IN FUND BALANCE	-	1,027	173,846
6,281,011	FUND BALANCES, beginning of year	-	5,552	3,581,382
\$ 6,763,400	FUND BALANCES, end of period	\$ -	\$ 6,579	\$ 3,755,228

Probate Contribution Fund	Appellate Judicial System	Justice Court Technology Fund	Justice Court Bldg Security Fund	Child Abuse Prevention Fund	Guardianship Fund	Drug & Alcohol Court
\$ -	\$ 73,944	\$ 9,087	\$ 2,767	\$ 3,416	\$ 33,439	\$ 852
333,458	-	-	-	-	-	-
-	542	4,267	-	543	1,155	1,518
-	-	-	-	-	-	-
333,458	74,486	13,354	2,767	3,959	34,594	2,370
-	-	-	-	-	110,000	-
56,427	67,487	-	-	-	-	-
1,541	-	-	-	-	-	-
57,968	67,487	-	-	-	110,000	-
275,490	6,999	13,354	2,767	3,959	(75,406)	2,370
-	-	-	(2,767)	-	-	-
-	-	-	(2,767)	-	-	-
275,490	6,999	13,354	-	3,959	(75,406)	2,370
1,141,513	25,019	315,873	-	39,089	165,643	113,581
<u>\$ 1,417,003</u>	<u>\$ 32,018</u>	<u>\$ 329,227</u>	<u>\$ -</u>	<u>\$ 43,048</u>	<u>\$ 90,237</u>	<u>\$ 115,951</u>

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES (CONCLUDED) - COURT DESIGNATED FUNDS

For the four (4) months ended 1/31/2026

	County & District Court Technology Fund	Specialty Court Fund	Truancy Prevention & Diversion Fund	Language Access Fund
<u>REVENUES:</u>				
Fees of office	\$ 9,346	\$ 48,707	\$ 11,002	\$ 132,913
Intergovernmental	-	-	-	-
Investment income	4,465	472	2,586	-
Other revenues	-	-	-	-
TOTAL REVENUES	13,811	49,179	13,588	132,913
<u>EXPENDITURES:</u>				
Current:				
General government	-	-	-	-
Judicial	-	59,389	-	-
Capital outlay	-	-	-	-
TOTAL EXPENDITURES	-	59,389	-	-
Excess (deficiency) of revenues over (under) expenditures	13,811	(10,210)	13,588	132,913
<u>OTHER FINANCING SOURCES (USES):</u>				
Transfers out	-	-	-	(69,352)
TOTAL OTHER FINANCING SOURCES (USES)	-	-	-	(69,352)
CHANGE IN FUND BALANCE	13,811	(10,210)	13,588	63,561
FUND BALANCES, beginning of year	330,841	31,641	188,710	342,167
FUND BALANCES, end of period	<u>\$ 344,652</u>	<u>\$ 21,431</u>	<u>\$ 202,298</u>	<u>\$ 405,728</u>



FINANCIAL SECTION

TARRANT COUNTY, TEXAS

SUMMARY OF CASH AND INVESTMENTS GOVERNMENTAL, PROPRIETARY, AND FIDUCIARY FUNDS

As of 1/31/2026

	BEGINNING CASH BALANCE January 2026	INCREASE (DECREASE) FOR January 2026	ENDING CASH BALANCE January 2026
GOVERNMENTAL FUNDS:			
MAJOR FUNDS			
General Fund	\$ 142,957,595	247,249,341	\$ 390,206,936
Road and Bridge	26,135,262	231,445	26,366,707
Debt Service	11,899,035	16,446,907	28,345,942
Capital Projects	458,274,039	5,992	458,280,031
Grant Funds	51,272,081	(2,354,992)	48,917,089
Other Governmental Funds	116,842,725	(1,191,881)	115,650,844
TOTAL GOVERNMENTAL FUNDS	807,380,737	260,386,812	1,067,767,549
PROPRIETARY FUNDS:			
INTERNAL SERVICE FUNDS			
Self Insurance	13,622,082	173,550	13,795,632
Workers Compenstation	6,488,425	118,318	6,606,743
County Clerk Professional Liability	841,244	2,737	843,981
District Clerk Professional Liability	467,478	1,524	469,002
Employee Benefits	21,437,885	1,410,417	22,848,302
TOTAL PROPRIETARY FUNDS	42,857,114	1,706,546	44,563,660
FIDUCIARY FUNDS:			
State Comptroller Fund	14,579,053	(972,318)	13,606,735
Other Custodial Funds	104,334,204	(648,561)	103,685,643
Community Supervision & Corrections	13,287,989	(1,806,201)	11,481,788
TOTAL FIDUCIARY FUNDS	132,201,246	(3,427,080)	128,774,166
TOTAL GOVERNMENTAL, PROPRIETARY, AND FIDUCIARY FUNDS:	\$ 982,439,097	258,666,278	\$ 1,241,105,375

**TARRANT COUNTY
BUDGETARY INFORMATION**



SUMMARY BUDGET VERSUS ACTUAL (BUDGET BASIS)
REVENUE AND EXPENDITURES (TAX SUPPORTED FUNDS) (CONTINUED)
For the four (4) months ended 1/31/2026

	Current Month Actual	YTD Total	Budget	Percent	Last Year Percent
GENERAL FUND					
REVENUES:					
Taxes	\$ 290,834,923	\$ 423,054,490	\$ 487,149,069	86.84%	89.52%
Licenses	33,773	202,418	1,300,000	15.57%	29.85%
Fees of Office	11,746,654	20,858,024	75,138,700	27.76%	24.84%
Intergovernmental	4,857,362	11,759,259	36,594,309	32.13%	33.53%
Investment Income	870,455	2,538,258	9,394,575	27.02%	26.46%
Other Revenues	1,265,021	4,075,052	11,283,450	36.12%	33.66%
Transfers	92,032	399,478	1,200,000	33.29%	30.27%
Contingent	-	-	5,000,000		
Cash Carryforward	-	120,270,223	113,835,104		
Total Revenues	<u>\$ 309,700,220</u>	<u>\$ 583,157,202</u>	<u>\$ 740,895,207</u>	<u>78.71%</u>	<u>80.81%</u>
EXPENDITURES:					
Personnel	\$ 38,673,381	\$ 151,166,158	\$ 444,062,219	34.04%	34.22%
Other	12,335,635	76,114,479	156,569,984	48.61%	48.07%
Transfers	3,502,051	14,245,347	42,593,382	33.44%	36.11%
Grant Match and Subsidy	71,332	205,342	3,211,950	6.39%	5.74%
Undesignated	-	-	6,457,672		
Contingent	-	-	5,000,000		
Reserves	-	-	83,000,000		
Total Expenditures	<u>\$ 54,582,399</u>	<u>\$ 241,731,326</u>	<u>\$ 740,895,207</u>	<u>32.63%</u>	<u>32.60%</u>
ROAD & BRIDGE FUND					
REVENUES:					
Taxes	\$ 33	\$ 105	\$ -	OVER 100%	
Fees of Office	1,767,490	6,225,110	19,099,750	32.59%	32.23%
Intergovernmental	6,582	35,343	63,000	56.10%	94.53%
Investment Income	83,966	341,618	900,000	37.96%	50.48%
Other Revenues	1,513	48,289	205,000	23.56%	24.28%
Transfers	802,175	3,208,700	9,626,101	33.33%	33.33%
Cash Carryforward	-	20,029,304	12,293,794		
Total Revenues	<u>\$ 2,661,759</u>	<u>\$ 29,888,469</u>	<u>\$ 42,187,645</u>	<u>70.85%</u>	<u>65.93%</u>
EXPENDITURES:					
Personnel	\$ 1,664,728	\$ 6,392,625	\$ 21,428,661	29.83%	30.84%
Other	556,816	5,165,356	20,235,030	25.53%	22.50%
Undesignated	-	-	523,954		
Total Expenditures	<u>\$ 2,221,544</u>	<u>\$ 11,557,981</u>	<u>\$ 42,187,645</u>	<u>27.40%</u>	<u>25.87%</u>

BUDGETARY SECTION

TARRANT COUNTY, TEXAS

SUMMARY BUDGET VERSUS ACTUAL (BUDGET BASIS) REVENUE AND EXPENDITURES (TAX SUPPORTED FUNDS) (CONCLUDED)

For the four (4) months ended 1/31/2026

	Current Month Actual	YTD Total	Budget	Percent	Last Year Percent
DEBT SERVICE FUND					
REVENUES:					
Taxes	\$ 22,174,385	\$ 32,081,160	\$ 37,886,350	84.68%	89.17%
Investment Income	54,088	96,524	675,000	14.30%	13.71%
Cash Carryforward	-	1,949,823	1,844,483		
Total Revenues	<u>\$ 22,228,473</u>	<u>\$ 34,127,507</u>	<u>\$ 40,405,833</u>	<u>84.46%</u>	<u>88.07%</u>
EXPENDITURES:					
Principal	\$ -	\$ -	\$ 32,816,567	0.00%	0.00%
Interest and fees	5,781,566	5,781,566	5,789,266	99.87%	50.26%
Reserves	-	-	1,800,000		
Total Expenditures	<u>\$ 5,781,566</u>	<u>\$ 5,781,566</u>	<u>\$ 40,405,833</u>	<u>14.31%</u>	<u>14.07%</u>

**GENERAL FUND FEES OF OFFICE ANALYSIS
(BUDGET BASIS)**
For the four (4) months ended 1/31/2026

FEE OFFICE	Actual Revenue	Annual Budget	Percent Collected	Last Year Percent
Tax Assesor/Collector	\$ 11,406,461	\$ 46,418,000	24.57%	19.07%
County Clerk	3,760,928	11,189,300	33.61%	33.12%
Sheriff	131,387	348,800	37.67%	40.57%
Constable 1	248,006	839,500	29.54%	34.28%
Constable 2	368,420	1,265,000	29.12%	32.78%
Constable 3	169,061	575,000	29.40%	31.17%
Constable 4	190,239	575,000	33.09%	38.91%
Constable 5	195,471	690,000	28.33%	31.60%
Constable 6	183,593	603,750	30.41%	33.86%
Constable 7	318,488	1,092,500	29.15%	33.94%
Constable 8	349,080	1,121,250	31.13%	36.59%
District Clerk	1,565,948	4,977,000	31.46%	34.56%
Domestic Relations	286,059	926,600	30.87%	36.44%
District Attorney	33,200	110,000	30.18%	36.52%
Justice of the Peace 1	82,058	220,000	37.30%	39.59%
Justice of the Peace 2	134,255	350,000	38.36%	35.09%
Justice of the Peace 3	70,874	170,000	41.69%	37.62%
Justice of the Peace 4	107,165	225,000	47.63%	42.84%
Justice of the Peace 5	77,382	220,000	35.17%	37.22%
Justice of the Peace 6	89,133	200,000	44.57%	36.09%
Justice of the Peace 7	160,826	365,000	44.06%	38.40%
Justice of the Peace 8	111,595	280,000	39.86%	40.23%
County Courts	7,280	23,000	31.65%	33.48%
Medical Examiner	633,275	1,835,000	34.51%	30.63%
Other	176,590	519,000	34.03%	34.23%
TOTAL	\$ 20,858,024	\$ 75,138,700	27.76%	24.84%
RATABLE COLLECTION PERCENTAGE			33.33%	

BUDGETARY SECTION

TARRANT COUNTY, TEXAS

GENERAL FUND (CONTINUED) BUDGET REPORT BY DEPARTMENT For the four (4) months ended 1/31/2026

	Current		Total		Unexpended Budget	% Budget Used
	Month Expenditures	Encumbrances & Commitments	Expenditures Encumbrances & Commitments	Total Budget		
GENERAL FUND (10000)						
County Judge	\$ 98,959	\$ -	\$ 393,976	\$ 1,192,228	\$ 798,252	33.05%
County Administrator	165,913	9,685	595,226	2,114,683	1,519,457	28.15%
Communications	20,236	4,047	91,666	447,711	356,045	20.47%
Emergency Management	194	-	22,501	206,746	184,245	10.88%
Non-Departmental	4,230,917	1,687,920	21,071,518	57,578,463	36,506,945	36.60%
Auditor	738,772	32,286	2,822,457	8,210,492	5,388,035	34.38%
Budget/Risk Management	172,979	6	690,726	2,153,671	1,462,945	32.07%
Tax Assessor / Collector	1,497,143	773,227	7,112,318	18,371,680	11,259,362	38.71%
Elections Administration	505,750	163,927	2,633,201	11,836,946	9,203,745	22.25%
Information Technology	5,394,807	3,508,895	23,241,635	57,261,729	34,020,094	40.59%
Human Resources	275,082	90,931	1,091,829	3,530,603	2,438,774	30.92%
Purchasing	284,453	4,905	995,949	2,919,180	1,923,231	34.12%
Facilities	746,965	670,329	3,071,856	7,503,713	4,431,857	40.94%
Sheriff	5,867,516	546,201	23,695,552	66,632,971	42,937,419	35.56%
Sheriff - Confinement	11,351,600	9,492,918	51,054,624	116,252,319	65,197,695	43.92%
Constable Precinct 1	144,643	14	578,958	1,696,249	1,117,291	34.13%
Constable Precinct 2	148,384	370	585,659	1,777,005	1,191,346	32.96%
Constable Precinct 3	170,727	5,214	682,115	1,967,161	1,285,046	34.68%
Constable Precinct 4	113,209	49	444,321	1,386,197	941,876	32.05%
Constable Precinct 5	115,873	1,054	460,293	1,377,202	916,909	33.42%
Constable Precinct 6	96,408	291	382,784	1,163,944	781,160	32.89%
Constable Precinct 7	154,911	2,242	629,293	1,913,662	1,284,369	32.88%
Constable Precinct 8	148,153	5,297	616,650	1,893,323	1,276,673	32.57%
Medical Examiner	1,444,012	914,625	6,873,846	17,443,575	10,569,729	39.41%
Fire Marshal	43,564	2,117	179,867	468,964	289,097	38.35%
Community Supervision	380,284	12	1,758,291	5,133,177	3,374,886	34.25%
Juvenile Services	2,238,659	2,014,777	10,491,949	27,121,397	16,629,448	38.69%
Buildings	2,657,460	7,319,299	15,507,834	33,138,900	17,631,066	46.80%
Resource Connection	66,022	177,831	457,614	1,078,687	621,073	42.42%
17TH District Court	28,420	-	111,482	341,603	230,121	32.63%
48TH District Court	28,349	20	114,285	353,626	239,341	32.32%
67TH District Court	29,097	-	116,254	349,287	233,033	33.28%
96TH District Court	27,840	806	114,565	344,015	229,450	33.30%
141ST District Court	27,798	-	102,078	335,214	233,136	30.45%
153RD District Court	40,116	-	152,706	451,867	299,161	33.79%
236TH District Court	25,619	-	111,364	337,397	226,033	33.01%
342ND District Court	27,376	488	110,383	340,916	230,533	32.38%
348TH District Court	28,001	699	113,951	342,370	228,419	33.28%
352ND District Court	29,478	31	115,267	342,076	226,809	33.70%
Criminal District Court 1	151,576	-	744,224	2,494,503	1,750,279	29.83%
Criminal District Court 2	193,300	567	851,390	2,113,076	1,261,686	40.29%
Criminal District Court 3	232,370	27	1,113,397	2,216,302	1,102,905	50.24%
Criminal District Court 4	137,618	-	683,835	1,901,188	1,217,353	35.97%
213TH District Court	232,803	-	878,972	2,506,565	1,627,593	35.07%
297TH District Court	214,537	-	762,025	2,067,767	1,305,742	36.85%
371ST District Court	301,429	366	1,030,150	2,404,039	1,373,889	42.85%
372ND District Court	232,304	71	1,052,637	2,222,358	1,169,721	47.37%

GENERAL FUND (CONTINUED)
BUDGET REPORT BY DEPARTMENT
For the four (4) months ended 1/31/2026

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures & Commitments	Total Budget	Unexpended Budget	% Budget Used
GENERAL FUND (10000)						
396TH District Court	\$ 171,345	\$ -	\$ 783,305	\$ 2,247,361	1,464,056	34.85%
432ND District Court	201,081	122	812,745	2,393,878	1,581,133	33.95%
485TH District Court	146,678	93	787,014	2,477,039	1,690,025	31.77%
Magistrate Court	231,110	-	946,672	2,770,613	1,823,941	34.17%
231ST District Court	104,021	-	498,489	1,654,662	1,156,173	30.13%
233RD District Court	138,675	251	578,603	2,194,947	1,616,344	26.36%
322ND District Court	53,750	-	383,533	1,093,462	709,929	35.08%
323RD District Court	238,038	6	796,552	2,420,293	1,623,741	32.91%
324TH District Court	77,878	577	370,418	1,081,485	711,067	34.25%
325TH District Court	88,802	1,277	426,503	1,039,707	613,204	41.02%
360TH District Court	110,148	1,500	478,559	1,384,812	906,253	34.56%
Criminal Court Administration	487,447	38,484	1,947,234	5,446,339	3,499,105	35.75%
Grand Jury	22,878	102	95,640	265,270	169,630	36.05%
Criminal Attorney Appointment	67,888	-	245,395	703,339	457,944	34.89%
Criminal Mental Health Court	16,603	-	70,989	286,775	215,786	24.75%
County Court at Law #1	61,770	436	236,476	709,551	473,075	33.33%
County Court at Law #2	60,377	-	243,912	673,246	429,334	36.23%
County Court at Law #3	50,354	-	208,521	697,382	488,861	29.90%
County Criminal Court 1	96,425	93	427,310	1,165,025	737,715	36.68%
County Criminal Court 2	101,477	-	371,647	1,027,408	655,761	36.17%
County Criminal Court 3	89,936	197	387,405	1,036,363	648,958	37.38%
County Criminal Court 4	75,761	-	378,894	997,589	618,695	37.98%
County Criminal Court 5	110,355	15	383,251	1,222,624	839,373	31.35%
County Criminal Court 6	95,126	296	440,634	852,143	411,509	51.71%
County Criminal Court 7	103,678	-	380,936	901,810	520,874	42.24%
County Criminal Court 8	92,314	148	368,555	916,287	547,732	40.22%
County Criminal Court 9	92,000	-	366,881	862,093	495,212	42.56%
County Criminal Court 10	85,542	71	366,397	795,046	428,649	46.09%
Probate Court 1	182,426	32	713,696	2,278,871	1,565,175	31.32%
Probate Court 2	156,583	50	669,921	2,092,116	1,422,195	32.02%
Justice of the Peace Pct 1	86,656	4,640	331,205	1,022,875	691,670	32.38%
Justice of the Peace Pct 2	92,855	11,519	351,377	1,049,599	698,222	33.48%
Justice of the Peace Pct 3	89,129	16,240	360,348	1,019,901	659,553	35.33%
Justice of the Peace Pct 4	76,444	8,488	314,073	915,302	601,229	34.31%
Justice of the Peace Pct 5	82,810	11,675	337,420	955,429	618,009	35.32%
Justice of the Peace Pct 6	85,126	9,715	334,205	985,599	651,394	33.91%
Justice of the Peace Pct 7	86,538	108	345,851	1,065,797	719,946	32.45%
Justice of the Peace Pct 8	85,604	10,102	351,102	1,050,564	699,462	33.42%
Crim District Attorney	4,256,768	374,188	16,939,115	51,084,011	34,144,896	33.16%
District Clerk	1,085,859	63,347	4,293,707	12,748,184	8,454,477	33.68%
County Clerk	1,585,161	109,479	4,781,895	14,613,882	9,831,987	32.72%
Domestic Relations	736,556	9,788	2,863,574	8,976,023	6,112,449	31.90%
Jury Services	212,725	322,950	1,275,453	3,254,366	1,978,913	39.19%
Courts / Judiciary	168,220	-	182,718	7,963,438	7,780,720	2.29%
Human Services	25,260	-	456,737	810,108	353,371	56.38%
Child Protective Services	27,784	-	94,203	3,028,151	2,933,948	3.11%

BUDGETARY SECTION

TARRANT COUNTY, TEXAS

GENERAL FUND (CONCLUDED) BUDGET REPORT BY DEPARTMENT For the four (4) months ended 1/31/2026

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
<u>GENERAL FUND (10000)</u>						
Texas AgriLife Extension	\$ 68,778	\$ -	\$ 278,403	\$ 838,027	\$ 559,624	33.22%
Veterans Services	61,601	-	237,947	708,442	470,495	33.59%
Historical Commission	27,315	-	112,800	324,319	211,519	34.78%
Community Outreach	146,929	2,043,774	2,386,876	2,686,877	300,001	88.83%
Comm Pct 1 - General	88,954	1,730	391,185	1,293,388	902,203	30.24%
Comm Pct 2 - General	83,554	8	355,338	1,316,464	961,126	26.99%
Comm Pct 3 - General	101,075	-	376,163	1,242,248	866,085	30.28%
Comm Pct 4 - General	95,454	34,184	409,258	1,265,557	856,299	32.34%
Fleet Services	181,820	821,423	1,685,471	4,082,751	2,397,280	41.28%
<u>GENERAL FUND - CASH MATCH (10010)</u>						
Sheriff	\$ -	\$ -	\$ 31,375	\$ 179,639	\$ 148,264	17.47%
Criminal Court Administration	-	-	-	8,000	8,000	0.00%
Crim District Attorney	31,839	-	31,839	42,855	11,016	74.29%
<u>GENERAL FUND - OPERATING SUBSIDY (10020)</u>						
Sheriff	\$ -	\$ -	\$ -	\$ 15,000	\$ 15,000	0.00%
Juvenile Services	7,331	4,874	95,199	2,489,017	2,393,818	3.82%
Criminal Court Administration	-	-	-	75,000	75,000	0.00%
Criminal District Attorney	32,162	-	46,929	402,439	355,510	11.66%
SUBTOTAL	54,582,399	31,333,526	241,731,326	646,437,535	404,706,209	37.39%
<u>NON-SPENDABLE (10000)</u>						
Undesignated				\$ 6,457,672	\$ 6,457,672	
Contingent Expense				5,000,000	5,000,000	
Reserves				83,000,000	83,000,000	
GENERAL FUND TOTAL	\$ 54,582,399	\$ 31,333,526	\$ 241,731,326	\$ 740,895,207	\$ 499,163,881	32.63%

**ROAD & BRIDGE AND DEBT SERVICE
BUDGET REPORT BY DEPARTMENT**
For the four (4) months ended 1/31/2026

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
ROAD AND BRIDGE (26100)						
Pct 1 - Garage/Maintenance	\$ 481,517	\$ 537,953	\$ 2,343,833	\$ 7,427,303	\$ 5,083,470	31.56%
Pct 2 - Garage/Maintenance	420,702	621,538	2,201,440	10,714,902	8,513,462	20.55%
Pct 3 - Garage/Maintenance	324,517	108,129	1,234,483	4,353,812	3,119,329	28.35%
Pct 4 - Garage/Maintenance	713,294	934,169	3,621,671	12,759,850	9,138,179	28.38%
Right of Way	26,974	-	101,716	310,213	208,497	32.79%
Engineering Services	208,145	1,033,150	1,868,378	5,625,111	3,756,733	33.21%
Road & Bridge Non- Departmental	46,395	-	186,460	472,500	286,040	39.46%
SUBTOTAL	2,221,544	3,234,939	11,557,981	41,663,691	30,105,710	27.74%
NON-SPENDABLE (26100)						
Undesignated				523,954	523,954	
ROAD AND BRIDGE FUND TOTAL	\$ 2,221,544	\$ 3,234,939	\$ 11,557,981	\$ 42,187,645	\$ 30,629,664	27.40%
DEBT SERVICE (32100)						
Interest and Sinking	5,781,566	-	5,781,566	38,605,833	32,824,267	14.98%
SUBTOTAL	5,781,566	-	5,781,566	38,605,833	32,824,267	14.98%
NON-SPENDABLE (32100)						
Reserves				1,800,000	1,800,000	
DEBT SERVICE FUND TOTAL	\$ 5,781,566	\$ -	\$ 5,781,566	\$ 40,405,833	\$ 34,624,267	14.31%

BUDGETARY SECTION

TARRANT COUNTY, TEXAS

SPECIAL BUDGETS (CONTINUED) BUDGET VERSUS ACTUAL (BUDGET BASIS) REVENUE For the four (4) months ended 1/31/2026

Fund #	Fund Name	Actual Revenue	Budgeted Revenue	Percent Collected
21100	Records Preservation/Automation-Filing	\$ 986,080	\$ 2,815,000	35.03%
21200	Records Preservation/Automation-Conviction	3,706	-	OVER 100%
21300	Records Preservation/Restoration	813,689	1,375,000	59.18%
21400	Court Record Preservation Fund	7,187	-	OVER 100%
21500	District Court Records Technology Fund	1,655	-	OVER 100%
21600	District Clerk Record Mgt & Preservation	388,096	1,140,000	34.04%
22100	Courthouse Security Fund	327,359	1,100,000	29.76%
22300	Consumer Health Fund	907,863	2,395,000	37.91%
22400	Juvenile Delinquency Prevention	1,026	-	OVER 100%
22500	Alternative Dispute Resolution	419,111	1,126,000	37.22%
22600	Probate Contributions Fund	333,459	80,000	OVER 100%
22700	Justice Court Technology Fund	13,355	34,205	39.04%
22800	Justice Court Building Security	2,767	8,500	32.55%
22900	Child Abuse Prevention Fund	3,959	5,050	78.40%
23100	Guardianship	34,595	113,990	30.35%
23200	Drug & Alcohol Court	2,370	-	OVER 100%
23300	County and District Court Technology Fund	13,811	41,550	33.24%
23400	Specialty Courts Fund	49,179	157,100	31.30%
23500	Truancy Prevention and Diversion Fund	13,588	31,750	42.80%
23600	Language Access	132,913	275,000	48.33%
24100	Law Library	534,735	1,465,000	36.50%
24200	Education Fund	7,895	26,000	30.37%
24300	Appellate Judicial System	74,485	200,875	37.08%
25100	Vehicle Inventory Tax	427,120	738,916	57.80%
45100	Non-Debt Capital	4,586,929	14,750,800	31.10%
45400	Capital Replacement Fund (Non-Debt)	10,006,297	28,115,104	35.59%
45500	Court Facility	332,497	920,000	36.14%
47600	2006 Bond Election - Buildings	23,249	28,000	83.03%
47700	2006 Bond Election - Transportation	118,558	175,000	67.75%
47800	2021 Bond Election - Transportation	2,512,899	5,250,000	47.86%
51200	Oil & Gas Royalty Resource Connection	16,538	70,000	23.63%
61500	Self Insurance	767,096	2,170,000	35.35%
61900	Workers Compensation	1,341,817	3,443,500	38.97%
62100	County Clerk Professional Liability	11,097	29,120	38.11%
62200	District Clerk Professional Liability	6,184	14,595	42.37%
65100	Employee Group Insurance - Medical	35,859,009	103,638,080	34.60%
D6200	DA Restitution Collection Fee	75	-	OVER 100%
D8700	CDA State Forfeiture	147,905	87,500	OVER 100%
D8800	CDA Federal Forfeiture Justice Funds	11,011	5,950	OVER 100%
G1100	8TH Admin Judicial Region	156	10,000	1.56%
S8700	Sheriff's Inmate Commissary Fund	1,121,019	3,217,496	34.84%
S9300	Combined Narcotics Enforcement Team	101,930	250,000	40.77%
S9500	Sheriff Federal Forfeiture-Treasury Funds	5,179	525	OVER 100%
S9600	Sheriff Federal Forfeiture-Non DEA	5,630	13,650	41.25%
S9700	Sheriff Federal Forfeiture-Justice Funds	42,738	13,650	OVER 100%

SPECIAL BUDGETS (CONCLUDED)
BUDGET VERSUS ACTUAL (BUDGET BASIS) REVENUE
For the four (4) months ended 1/31/2026

Fund #	Fund Name	Actual Revenue	Budgeted Revenue	Percent Collected
T0400	Public Health	\$ 7,450,133	\$ 15,243,666	48.87%
T0450	Public Health 1115 Waiver	420,172	1,050,000	40.02%
T0600	Children's Home Fund	1,301	3,660	35.55%
T0700	Bail Bond Board	1,000	5,500	18.18%
T0800	TDPRS - Title IVE	1,921	4,375	43.91%
T0900	Constable Forfeiture	120	350	34.29%
T1000	Juvenile Probation District	3,162	8,050	39.28%
T1100	Unclaimed Juvenile Restitution	184	483	38.10%
T1300	Deferred Prosecution Program	6,650	27,000	24.63%
T2000	Historical Commission	66	172	38.37%
T2100	Historical Commission Archives	531	627	84.69%
T2300	Cemetery Fund	607	1,670	36.35%
T2900	Fire Marshal Code	86,178	179,200	48.09%
T3000	DA - JPS Contract	266,158	798,472	33.33%
T3300	CSCD Bond Supervision Unit	2,299,550	6,882,177	33.41%
T3400	Courts Drug Program	6,748	-	OVER 100%
T3700	Medical Examiner Conference Fund	173	910	19.01%
T4100	PMC Insured - 340B	2,250,420	8,175,000	27.53%
T5200	Miscellaneous Donations-Juvenile Probation	314	700	44.86%
T5350	Donations Emergency Management	113	280	40.36%
T5700	Miscellaneous Donations-CPS	7,923	23,360	33.92%
T5800	Miscellaneous Donations-Health Dept	517	1,330	38.87%
T5960	Miscellaneous Donations-Veteran Court Program	4,100	13,260	30.92%
T6100	Miscellaneous Donations-CRCG	487	1,260	38.65%
T6200	Miscellaneous Donations-Peace Officers Memorial	1,436	3,605	39.83%
T6500	ATTF Rental Assoc Donation	4	-	OVER 100%
T7000	Sheriff's Employee Recognition and Award	22	-	OVER 100%
T7100	Contract Elections	8,160	4,357,327	0.19%
T7300	Elections Chapter 19	1,620	522,252	0.31%
T8500	Opioid Epidemic Settlement	103,647	245,000	42.30%
T8600	Public Improvement District	444	1,470	30.20%
	TOTAL SPECIAL PURPOSE FUNDS	\$ 75,441,677	\$ 212,883,062	35.44%

BUDGETARY SECTION

TARRANT COUNTY, TEXAS

SPECIAL PURPOSE BUDGET REPORT EXPENDITURE (BUDGET BASIS)

For the four (4) months ended 1/31/2026

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
<u>RECORDS PRESERVATION & AUTOMATION - FILINGS (21100)</u>						
County Clerk	45,567	-	200,382	13,165,931	12,965,549	1.52%
FUND TOTAL	<u>\$ 45,567</u>	<u>\$ -</u>	<u>\$ 200,382</u>	<u>\$ 13,165,931</u>	<u>\$ 12,965,549</u>	<u>1.52%</u>
<u>RECORDS PRESERVATION & AUTOMATION - CONVICTIONS (21200)</u>						
Information Technology	-	-	-	96,799	96,799	0.00%
FUND TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 96,799</u>	<u>\$ 96,799</u>	<u>0.00%</u>
<u>RECORDS PRESERVATION & RESTORATION (21300)</u>						
County Clerk	23,093	109,768	200,714	7,889,856	7,689,142	2.54%
FUND TOTAL	<u>\$ 23,093</u>	<u>\$ 109,768</u>	<u>\$ 200,714</u>	<u>\$ 7,889,856</u>	<u>\$ 7,689,142</u>	<u>2.54%</u>
<u>COURT RECORD PRESERVATION FUND (21400)</u>						
District Clerk	3,391	-	13,774	330,151	316,377	4.17%
FUND TOTAL	<u>\$ 3,391</u>	<u>\$ -</u>	<u>\$ 13,774</u>	<u>\$ 330,151</u>	<u>\$ 316,377</u>	<u>4.17%</u>
<u>DISTRICT COURT RECORD TECHNOLOGY FUND (21500)</u>						
District Clerk	-	-	-	42,595	42,595	0.00%
FUND TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 42,595</u>	<u>\$ 42,595</u>	<u>0.00%</u>
<u>DISTRICT CLERK RECORD MANAGEMENT & PRESERVATION FUND (21600)</u>						
District Clerk	98,855	-	378,417	3,340,751	2,962,334	11.33%
FUND TOTAL	<u>\$ 98,855</u>	<u>\$ -</u>	<u>\$ 378,417</u>	<u>\$ 3,340,751</u>	<u>\$ 2,962,334</u>	<u>11.33%</u>

**SPECIAL PURPOSE
BUDGET REPORT EXPENDITURE (BUDGET BASIS)**

For the four (4) months ended 1/31/2026

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures & Commitments	Total Budget	Unexpended Budget	% Budget Used
<u>COURTHOUSE SECURITY FUND (22100)</u>						
Non-Departmental	78,820	-	327,359	1,100,000	772,641	29.76%
FUND TOTAL	<u>\$ 78,820</u>	<u>\$ -</u>	<u>\$ 327,359</u>	<u>\$ 1,100,000</u>	<u>\$ 772,641</u>	<u>29.76%</u>
<u>CONSUMER HEALTH FUND (22300)</u>						
Public Health	147,703	4,650	556,668	5,390,898	4,834,230	10.33%
FUND TOTAL	<u>\$ 147,703</u>	<u>\$ 4,650</u>	<u>\$ 556,668</u>	<u>\$ 5,390,898</u>	<u>\$ 4,834,230</u>	<u>10.33%</u>
<u>JUVENILE DELINQUENCY PREVENTION (22400)</u>						
Juvenile Services	-	-	-	4,685	4,685	0.00%
FUND TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,685</u>	<u>\$ 4,685</u>	<u>0.00%</u>
<u>DISPUTE RESOLUTION (22500)</u>						
CCL #1	8,555	-	33,643	101,545	67,902	33.13%
Justice of the Peace Pct 6	6,549	-	19,418	77,290	57,872	25.12%
Dispute Resolution	48,984	15	190,969	4,481,982	4,291,013	4.26%
FUND TOTAL	<u>\$ 64,088</u>	<u>\$ 15</u>	<u>\$ 244,030</u>	<u>\$ 4,660,817</u>	<u>\$ 4,416,787</u>	<u>5.24%</u>
<u>PROBATE CONTRIBUTIONS FUND (22600)</u>						
Probate Court 1	-	764	22,083	659,350	637,267	3.35%
Probate Court 2	10,221	-	36,649	561,668	525,019	6.53%
FUND TOTAL	<u>\$ 10,221</u>	<u>\$ 764</u>	<u>\$ 58,732</u>	<u>\$ 1,221,018</u>	<u>\$ 1,162,286</u>	<u>4.81%</u>
<u>JUSTICE COURT TECHNOLOGY FUND (22700)</u>						
Information Technology	-	66,500	66,500	339,797	273,297	19.57%
FUND TOTAL	<u>\$ -</u>	<u>\$ 66,500</u>	<u>\$ 66,500</u>	<u>\$ 339,797</u>	<u>\$ 273,297</u>	<u>19.57%</u>

BUDGETARY SECTION

TARRANT COUNTY, TEXAS

SPECIAL PURPOSE BUDGET REPORT EXPENDITURE (BUDGET BASIS)

For the four (4) months ended 1/31/2026

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
<u>JUSTICE COURT BLDG SECURITY (22800)</u>						
Non-Departmental	724	-	2,767	8,500	5,733	32.55%
FUND TOTAL	<u>\$ 724</u>	<u>\$ -</u>	<u>\$ 2,767</u>	<u>\$ 8,500</u>	<u>\$ 5,733</u>	<u>32.55%</u>
<u>CHILD ABUSE PREVENTION FUND (22900)</u>						
Non-Departmental	-	-	-	34,293	34,293	0.00%
233RD District Court	-	-	-	5,000	5,000	0.00%
FUND TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 39,293</u>	<u>\$ 39,293</u>	<u>0.00%</u>
<u>GUARDIANSHIP (23100)</u>						
Non-Departmental	-	-	110,000	279,747	169,747	39.32%
FUND TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 110,000</u>	<u>\$ 279,747</u>	<u>\$ 169,747</u>	<u>39.32%</u>
<u>DRUG & ALCOHOL COURT (23200)</u>						
Criminal Court Administration	-	-	-	70,671	70,671	0.00%
FUND TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 70,671</u>	<u>\$ 70,671</u>	<u>0.00%</u>
<u>COUNTY & DISTRICT COURT TECHNOLOGY FUND (23300)</u>						
Information Technology	-	-	-	371,940	371,940	0.00%
FUND TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 371,940</u>	<u>\$ 371,940</u>	<u>0.00%</u>
<u>SPECIALTY COURTS FUND (23400)</u>						
Criminal Court Administration	21,332	-	59,389	208,317	148,928	28.51%
FUND TOTAL	<u>\$ 21,332</u>	<u>\$ -</u>	<u>\$ 59,389</u>	<u>\$ 208,317</u>	<u>\$ 148,928</u>	<u>28.51%</u>

**SPECIAL PURPOSE
BUDGET REPORT EXPENDITURE (BUDGET BASIS)**

For the four (4) months ended 1/31/2026

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
<u>TRUANCY PREVENTION & DIVERSION FUND (23500)</u>						
233RD District Court	-	-	-	220,184	220,184	0.00%
FUND TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 220,184</u>	<u>\$ 220,184</u>	<u>0.00%</u>
<u>LANGUAGE ACCESS FUND (23600)</u>						
Non-Departmental	12,488	-	69,352	571,979	502,627	12.12%
FUND TOTAL	<u>\$ 12,488</u>	<u>\$ -</u>	<u>\$ 69,352</u>	<u>\$ 571,979</u>	<u>\$ 502,627</u>	<u>12.12%</u>
<u>LAW LIBRARY (24100)</u>						
Law Library	97,734	311,483	728,152	3,307,282	2,579,130	22.02%
Judicial Law Library	18,005	155,221	221,124	301,000	79,876	73.46%
FUND TOTAL	<u>\$ 115,739</u>	<u>\$ 466,704</u>	<u>\$ 949,276</u>	<u>\$ 3,608,282</u>	<u>\$ 2,659,006</u>	<u>26.31%</u>
<u>EDUCATION FUND (24200)</u>						
Sheriff	50	-	13,781	80,975	67,194	17.02%
Sheriff - Confinement	-	18,000	18,742	53,000	34,258	35.36%
Constable Precinct 1	319	-	2,819	4,500	1,681	62.64%
Constable Precinct 2	-	-	-	9,000	9,000	0.00%
Constable Precinct 3	-	-	-	6,500	6,500	0.00%
Constable Precinct 4	-	-	-	4,500	4,500	0.00%
Constable Precinct 5	-	-	600	9,000	8,400	6.67%
Constable Precinct 6	-	-	-	10,500	10,500	0.00%
Constable Precinct 7	-	-	-	10,500	10,500	0.00%
Constable Precinct 8	-	-	-	7,500	7,500	0.00%
Fire Marshal	-	-	-	2,000	2,000	0.00%
Probate Court 1	-	-	225	39,600	39,375	0.57%
Probate Court 2	60	-	125	40,000	39,875	0.31%
Crim District Attorney	-	-	2,255	4,000	1,745	56.38%
Courts / Judiciary	-	-	5,600	5,600	-	100.00%
FUND TOTAL	<u>\$ 429</u>	<u>\$ 18,000</u>	<u>\$ 44,147</u>	<u>\$ 287,175</u>	<u>\$ 243,028</u>	<u>15.37%</u>

BUDGETARY SECTION

TARRANT COUNTY, TEXAS

SPECIAL PURPOSE BUDGET REPORT EXPENDITURE (BUDGET BASIS)

For the four (4) months ended 1/31/2026

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
APPELLATE JUDICIAL SYSTEM (24300)						
Appeals Court	17,459	-	67,487	225,875	158,388	29.88%
FUND TOTAL	<u>\$ 17,459</u>	<u>\$ -</u>	<u>\$ 67,487</u>	<u>\$ 225,875</u>	<u>\$ 158,388</u>	<u>29.88%</u>

VEHICLE INVENTORY TAX (25100)

Tax Assessor / Collector	7,364	45,500	80,414	5,497,426	5,417,012	1.46%
Buildings	-	30,201	30,201	68,245	38,044	44.25%
FUND TOTAL	<u>\$ 7,364</u>	<u>\$ 75,701</u>	<u>\$ 110,615</u>	<u>\$ 5,565,671</u>	<u>\$ 5,455,056</u>	<u>1.99%</u>

NON-DEBT CAPITAL (45100)

County Administrator	-	-	-	22,000	22,000	0.00%
Non-Departmental	1,194,166	1	4,776,665	22,996,814	18,220,149	20.77%
Auditor	764	-	3,056	4,000	944	76.40%
Tax Assessor / Collector	-	9,903	69,495	114,001	44,506	60.96%
Elections Administration	-	168,789	260,809	541,760	280,951	48.14%
Information Technology	51,628	607,741	732,341	5,321,353	4,589,012	13.76%
Human Resources	-	-	-	7,420	7,420	0.00%
Purchasing	-	804	804	810	6	99.26%
Facilities	-	-	809	312,250	311,441	0.26%
Sheriff	47,433	159,034	311,244	2,920,428	2,609,184	10.66%
Sheriff - Confinement	1,620	89,558	204,311	455,384	251,073	44.87%
Constable Precinct 1	-	-	6,823	41,300	34,477	16.52%
Constable Precinct 2	-	35,443	38,562	44,740	6,178	86.19%
Constable Precinct 3	-	7,631	11,836	19,260	7,424	61.45%
Constable Precinct 4	(172)	5,856	11,603	18,000	6,397	64.46%
Constable Precinct 5	-	-	-	4,087	4,087	0.00%
Constable Precinct 6	3,280	19,906	23,186	24,500	1,314	94.64%
Constable Precinct 8	-	-	-	51,800	51,800	0.00%
Medical Examiner	8,767	208,415	271,015	294,450	23,435	92.04%
Community Supervision	7,292	3,028	13,489	27,640	14,151	48.80%
Juvenile Services	34,663	19,222	62,802	179,741	116,939	34.94%
Buildings	86,363	725,786	904,379	10,575,531	9,671,152	8.55%
Resource Connection	-	-	-	2,000	2,000	0.00%
48TH District Court	-	-	7,533	7,550	17	99.77%
342ND District Court	-	-	-	770	770	0.00%

**SPECIAL PURPOSE
BUDGET REPORT EXPENDITURE (BUDGET BASIS)**

For the four (4) months ended 1/31/2026

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
<u>NON-DEBT CAPITAL (45100)</u>						
<u>(CONTINUED)</u>						
352ND District Court	-	-	9,257	9,257	-	100.00%
231ST District Court	-	-	7,874	17,550	9,676	44.87%
323RD District Court	-	-	-	18,644	18,644	0.00%
324TH District Court	-	-	5,528	5,528	-	100.00%
Criminal Court Administration	-	1,461	22,238	31,770	9,532	70.00%
CCL #2	-	1,527	1,527	1,600	73	95.44%
Justice of the Peace Pct 2	-	-	-	10,080	10,080	0.00%
Justice of the Peace Pct 3	6,949	-	11,707	12,105	398	96.71%
Justice of the Peace Pct 5	-	-	1,275	1,275	-	100.00%
Justice of the Peace Pct 8	3,437	-	3,437	9,114	5,677	37.71%
Crim District Attorney	11,682	81,936	130,960	198,018	67,058	66.14%
District Clerk	4,583	10,432	105,182	108,525	3,343	96.92%
County Clerk	-	-	8,593	37,035	28,442	23.20%
Domestic Relations	-	-	10,663	13,000	2,337	82.02%
Courts / Judiciary	-	-	-	74,750	74,750	0.00%
Texas AgriLife Extension	-	-	-	2,950	2,950	0.00%
Comm Pct 1 - General	-	-	-	900	900	0.00%
Comm Pct 2 - General	-	-	-	1,000	1,000	0.00%
Comm Pct 3 - General	-	-	-	17,000	17,000	0.00%
Pct 1 - Garage/Maintenance	101,573	87,098	440,064	3,299,199	2,859,135	13.34%
Pct 2 - Garage/Maintenance	156,456	1,681,082	2,340,734	6,915,471	4,574,737	33.85%
Pct 3 - Garage/Maintenance	140,115	35,975	190,314	1,964,249	1,773,935	9.69%
Pct 4 - Garage/Maintenance	2,645	99,253	121,194	5,159,534	5,038,340	2.35%
Transportation	-	-	40,552	2,590,800	2,550,248	1.57%
FUND TOTAL	\$ 1,863,244	\$ 4,059,881	\$ 11,161,861	\$ 64,486,943	\$ 53,325,082	17.31%

CAPITAL REPLACEMENT
FUND (NON-DEBT) (45400)

Non-Departmental	-	-	-	6,020,000	6,020,000	0.00%
Elections Administration	-	-	-	3,000,000	3,000,000	0.00%
Information Technology	18,057	828,830	1,003,654	34,330,000	33,326,346	2.92%
Buildings	7,980	2,095,873	2,213,842	159,683,267	157,469,425	1.39%
Right of Way	-	-	-	3,000,000	3,000,000	0.00%
Engineering Services	25,300	69,663	94,963	4,500,000	4,405,037	2.11%
FUND TOTAL	\$ 51,337	\$ 2,994,366	\$ 3,312,459	\$ 210,533,267	\$ 207,220,808	1.57%

BUDGETARY SECTION

TARRANT COUNTY, TEXAS

SPECIAL PURPOSE BUDGET REPORT EXPENDITURE (BUDGET BASIS)

For the four (4) months ended 1/31/2026

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
COURT FACILITY (45500)						
Facilities	-	-	-	3,317,174	3,317,174	0.00%
FUND TOTAL	\$ -	\$ -	\$ -	\$ 3,317,174	\$ 3,317,174	0.00%
2006 BOND ELECTION- BUILDINGS (47600)						
Non-Departmental Buildings	-	-	-	10,000	10,000	0.00%
	-	-	-	1,682,714	1,682,714	0.00%
FUND TOTAL	\$ -	\$ -	\$ -	\$ 1,692,714	\$ 1,692,714	0.00%
2006 BOND ELECTION- TRANSPORTATION (47700)						
Non-Departmental Transportation	-	-	-	10,000	10,000	0.00%
	-	35	35	5,457,644	5,457,609	0.00%
FUND TOTAL	\$ -	\$ 35	\$ 35	\$ 5,467,644	\$ 5,467,609	0.00%
2021 BOND ELECTION- TRANSPORTATION (47800)						
Non-Departmental Transportation	-	-	-	5,250,000	5,250,000	0.00%
	-	39,081,236	39,081,236	124,207,492	85,126,256	31.46%
FUND TOTAL	\$ -	\$ 39,081,236	\$ 39,081,236	\$ 129,457,492	\$ 90,376,256	30.19%
OIL & GAS ROYALTY (51200)						
Buildings	-	-	-	1,872,837	1,872,837	0.00%
FUND TOTAL	\$ -	\$ -	\$ -	\$ 1,872,837	\$ 1,872,837	0.00%

**SPECIAL PURPOSE
BUDGET REPORT EXPENDITURE (BUDGET BASIS)**

For the four (4) months ended 1/31/2026

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
<u>SELF INSURANCE (61500)</u>						
Self Insurance	130,934	219,305	389,328	14,338,254	13,948,926	2.72%
FUND TOTAL	<u>\$ 130,934</u>	<u>\$ 219,305</u>	<u>\$ 389,328</u>	<u>\$ 14,338,254</u>	<u>\$ 13,948,926</u>	<u>2.72%</u>
<u>WORKERS COMPENSATION/SELF INSURANCE (61900)</u>						
Self Insurance	217,137	497,233	1,401,308	9,260,839	7,859,531	15.13%
FUND TOTAL	<u>\$ 217,137</u>	<u>\$ 497,233</u>	<u>\$ 1,401,308</u>	<u>\$ 9,260,839</u>	<u>\$ 7,859,531</u>	<u>15.13%</u>
<u>COUNTY CLERK PROFESSIONAL LIABILITY (62100)</u>						
County Clerk	-	-	-	856,607	856,607	0.00%
FUND TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 856,607</u>	<u>\$ 856,607</u>	<u>0.00%</u>
<u>DISTRICT CLERK PROFESSIONAL LIABILITY (62200)</u>						
District Clerk	-	-	-	368,880	368,880	0.00%
FUND TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 368,880</u>	<u>\$ 368,880</u>	<u>0.00%</u>
<u>EMPLOYEE GROUP INSURANCE - MEDICAL (65100)</u>						
Non-Departmental	13	11,602	145,095	6,900,000	6,754,905	2.10%
Self Insurance	8,904,034	-	35,360,766	115,938,080	80,577,314	30.50%
FUND TOTAL	<u>\$ 8,904,047</u>	<u>\$ 11,602</u>	<u>\$ 35,505,861</u>	<u>\$ 122,838,080</u>	<u>\$ 87,332,219</u>	<u>28.90%</u>

BUDGETARY SECTION

TARRANT COUNTY, TEXAS

SPECIAL PURPOSE BUDGET REPORT EXPENDITURE (BUDGET BASIS)

For the four (4) months ended 1/31/2026

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
<u>AMERICAN RESCUE PLAN ACT (CARPA)</u>						
CARPA	257,004	-	1,081,802	2,714,338	1,632,536	39.86%
FUND TOTAL	<u>\$ 257,004</u>	<u>\$ -</u>	<u>\$ 1,081,802</u>	<u>\$ 2,714,338</u>	<u>\$ 1,632,536</u>	<u>39.86%</u>
<u>DISTRICT ATTORNEY RESTITUTION COLLECTION FEE (D6200)</u>						
Crim District Attorney	-	-	-	10,159	10,159	0.00%
FUND TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 10,159</u>	<u>\$ 10,159</u>	<u>0.00%</u>
<u>CRIMINAL DISTRICT ATTORNEY STATE FORFEITURE (D8700)</u>						
Crim District Attorney	26,027	13,490	133,001	2,487,500	2,354,499	5.35%
FUND TOTAL	<u>\$ 26,027</u>	<u>\$ 13,490</u>	<u>\$ 133,001</u>	<u>\$ 2,487,500</u>	<u>\$ 2,354,499</u>	<u>5.35%</u>
<u>CRIMINAL DISTRICT ATTORNEY FEDERAL FORFEITURE JUSTICE FUNDS (D8800)</u>						
Crim District Attorney	-	9,672	20,874	165,950	145,076	12.58%
FUND TOTAL	<u>\$ -</u>	<u>\$ 9,672</u>	<u>\$ 20,874</u>	<u>\$ 165,950</u>	<u>\$ 145,076</u>	<u>12.58%</u>
<u>8TH ADMIN JUDICIAL REGION (G1100)</u>						
8th Admin Judicial Region	17	-	173	10,000	9,827	1.73%
FUND TOTAL	<u>\$ 17</u>	<u>\$ -</u>	<u>\$ 173</u>	<u>\$ 10,000</u>	<u>\$ 9,827</u>	<u>1.73%</u>

**SPECIAL PURPOSE
BUDGET REPORT EXPENDITURE (BUDGET BASIS)**

For the four (4) months ended 1/31/2026

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
<u>SHERIFF'S INMATE COMMISSARY (S8700)</u>						
Sheriff - Confinement	242,980	89,243	1,254,185	5,914,586	4,660,401	21.20%
FUND TOTAL	<u>\$ 242,980</u>	<u>\$ 89,243</u>	<u>\$ 1,254,185</u>	<u>\$ 5,914,586</u>	<u>\$ 4,660,401</u>	<u>21.20%</u>

COMBINED NARCOTICS
ENFORCEMENT TEAM
(S9300)

Sheriff	30,944	190,813	270,385	620,052	349,667	43.61%
FUND TOTAL	<u>\$ 30,944</u>	<u>\$ 190,813</u>	<u>\$ 270,385</u>	<u>\$ 620,052</u>	<u>\$ 349,667</u>	<u>43.61%</u>

SHERIFF FEDERAL
FORFEITURE-TREASURY
(S9500)

Sheriff	600	-	600	21,645	21,045	2.77%
FUND TOTAL	<u>\$ 600</u>	<u>\$ -</u>	<u>\$ 600</u>	<u>\$ 21,645</u>	<u>\$ 21,045</u>	<u>2.77%</u>

SHERIFF DRUG
FORFEITURE-NON DEA
(S9600)

Sheriff	525	-	2,735	284,079	281,344	0.96%
Buildings	-	-	-	32,682	32,682	0.00%
FUND TOTAL	<u>\$ 525</u>	<u>\$ -</u>	<u>\$ 2,735</u>	<u>\$ 316,761</u>	<u>\$ 314,026</u>	<u>0.86%</u>

SHERIFF FEDERAL
FORFEITURE-JUSTICE
(S9700)

Sheriff	326	-	874	396,438	395,564	0.22%
FUND TOTAL	<u>\$ 326</u>	<u>\$ -</u>	<u>\$ 874</u>	<u>\$ 396,438</u>	<u>\$ 395,564</u>	<u>0.22%</u>

SPECIAL PURPOSE BUDGET REPORT EXPENDITURE (BUDGET BASIS)

For the four (4) months ended 1/31/2026

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
<u>PUBLIC HEALTH (T0400)</u>						
<u>T0400 - PUBLIC HEALTH</u>						
Buildings	133,486	757,406	1,090,474	3,032,495	1,942,021	35.96%
Public Health	1,439,983	498,903	5,490,960	21,536,171	16,045,211	25.50%
<u>T0450 - PUBLIC HEALTH - 1115 WAIVER</u>						
Non-Departmental	607,728	6,683,725	8,060,359	23,853,409	15,793,050	33.79%
Public Health	11,231	84,647	111,757	325,000	213,243	34.39%
Public Health	199,875	36,569	810,434	4,345,555	3,535,121	18.65%
<u>T0451 - PUBLIC HEALTH - 1115 WAIVER - CASH MATCH</u>						
Public Health	69,687	-	105,457	405,000	299,543	26.04%
<u>T0452 - PUBLIC HEALTH - 1115 WAIVER - OPERATING SUBSIDY</u>						
Public Health	189	-	4,652	75,000	70,348	0.00%
FUND TOTAL	\$ 2,462,179	\$ 8,061,250	\$ 15,674,093	\$ 53,572,630	\$ 37,898,537	29.26%
<u>SECTION 125 FORFEITURES (T0500)</u>						
Self Insurance	5,394	64,276	92,959	3,038,145	2,945,186	3.06%
FUND TOTAL	\$ 5,394	\$ 64,276	\$ 92,959	\$ 3,038,145	\$ 2,945,186	3.06%
<u>CHILDREN'S HOME FUND (T0600)</u>						
Juvenile Services	-	-	1,796	80,200	78,404	2.24%
FUND TOTAL	\$ -	\$ -	\$ 1,796	\$ 80,200	\$ 78,404	2.24%

**SPECIAL PURPOSE
BUDGET REPORT EXPENDITURE (BUDGET BASIS)**

For the four (4) months ended 1/31/2026

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
<u>BAIL BOND BOARD (T0700)</u>						
Non-Departmental	-	-	708	9,048	8,340	7.82%
FUND TOTAL	\$ -	\$ -	\$ 708	\$ 9,048	\$ 8,340	7.82%
<u>TDRPS - TITLE IVE (T0800)</u>						
Child Protective Services	1,572	2,546	5,587	71,505	65,918	7.81%
FUND TOTAL	\$ 1,572	\$ 2,546	\$ 5,587	\$ 71,505	\$ 65,918	7.81%
<u>CONSTABLE FORFEITURE (T0900)</u>						
Constable Precinct 7	3,105	-	10,741	10,781	40	99.63%
FUND TOTAL	\$ 3,105	\$ -	\$ 10,741	\$ 10,781	\$ 40	99.63%
<u>JUVENILE PROBATION DISTRICT (T1000)</u>						
Juvenile Services	894	10,844	16,770	233,984	217,214	7.17%
FUND TOTAL	\$ 894	\$ 10,844	\$ 16,770	\$ 233,984	\$ 217,214	7.17%
<u>UNCLAIMED JUVENILE RESTITUTION (T1100)</u>						
Juvenile Services	-	-	-	14,331	14,331	0.00%
FUND TOTAL	\$ -	\$ -	\$ -	\$ 14,331	\$ 14,331	0.00%

BUDGETARY SECTION

TARRANT COUNTY, TEXAS

SPECIAL PURPOSE BUDGET REPORT EXPENDITURE (BUDGET BASIS)

For the four (4) months ended 1/31/2026

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
<u>DEFERRED PROSECUTION PROGRAM (T1300)</u>						
Crim District Attorney	882	-	2,767	67,000	64,233	4.13%
FUND TOTAL	<u>\$ 882</u>	<u>\$ -</u>	<u>\$ 2,767</u>	<u>\$ 67,000</u>	<u>\$ 64,233</u>	<u>4.13%</u>
<u>HISTORICAL COMMISSION (T2000)</u>						
Historical Commission	-	-	-	5,118	5,118	0.00%
FUND TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,118</u>	<u>\$ 5,118</u>	<u>0.00%</u>
<u>HISTORICAL COMMISSION ARCHIVES (T2100)</u>						
Historical Commission	791	-	791	17,743	16,952	4.46%
FUND TOTAL	<u>\$ 791</u>	<u>\$ -</u>	<u>\$ 791</u>	<u>\$ 17,743</u>	<u>\$ 16,952</u>	<u>4.46%</u>
<u>GEMETERY FUND (T2300)</u>						
Historical Commission	-	-	5,900	49,400	43,500	11.94%
FUND TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,900</u>	<u>\$ 49,400</u>	<u>\$ 43,500</u>	<u>11.94%</u>
<u>UNCLAIMED ELECTRIC COOP CREDITS (T2600)</u>						
Non-Departmental	-	-	-	2,720,070	2,720,070	0.00%
FUND TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,720,070</u>	<u>\$ 2,720,070</u>	<u>0.00%</u>

**SPECIAL PURPOSE
BUDGET REPORT EXPENDITURE (BUDGET BASIS)**

For the four (4) months ended 1/31/2026

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
<u>FIRE MARSHAL CODE (T2900)</u>						
Fire Marshal	21,266	6,280	102,535	899,062	796,527	11.40%
FUND TOTAL	<u>\$ 21,266</u>	<u>\$ 6,280</u>	<u>\$ 102,535</u>	<u>\$ 899,062</u>	<u>\$ 796,527</u>	<u>11.40%</u>
<u>DISTRICT ATTORNEY JPS CONTRACT (T3000)</u>						
Crim District Attorney	62,957	-	237,060	798,472	561,412	29.69%
FUND TOTAL	<u>\$ 62,957</u>	<u>\$ -</u>	<u>\$ 237,060</u>	<u>\$ 798,472</u>	<u>\$ 561,412</u>	<u>29.69%</u>
<u>CSCD BOND SUPERVISION UNIT (T3300)</u>						
Community Supervision	461,137	335,154	2,299,550	6,882,177	4,582,627	33.41%
FUND TOTAL	<u>\$ 461,137</u>	<u>\$ 335,154</u>	<u>\$ 2,299,550</u>	<u>\$ 6,882,177</u>	<u>\$ 4,582,627</u>	<u>33.41%</u>
<u>CRIMINAL COURTS DRUG PROGRAM (T3400)</u>						
Criminal Court Administration	765	-	4,271	69,876	65,605	6.11%
FUND TOTAL	<u>\$ 765</u>	<u>\$ -</u>	<u>\$ 4,271</u>	<u>\$ 69,876</u>	<u>\$ 65,605</u>	<u>6.11%</u>
<u>MEDICAL EXAMINER CONFERENCE (T3700)</u>						
Medical Examiner	349	-	26,867	26,917	50	99.81%
FUND TOTAL	<u>\$ 349</u>	<u>\$ -</u>	<u>\$ 26,867</u>	<u>\$ 26,917</u>	<u>\$ 50</u>	<u>99.81%</u>

BUDGETARY SECTION

TARRANT COUNTY, TEXAS

SPECIAL PURPOSE BUDGET REPORT EXPENDITURE (BUDGET BASIS)

For the four (4) months ended 1/31/2026

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
<u>PMC INSURED - 340B (T4100)</u>						
Non-departmental	-	-	-	2,371,954	2,371,954	0.00%
Public Health	516,765	288,257	3,289,994	14,242,651	10,952,657	23.10%
FUND TOTAL	<u>\$ 516,765</u>	<u>\$ 288,257</u>	<u>\$ 3,289,994</u>	<u>\$ 16,614,605</u>	<u>\$ 13,324,611</u>	<u>19.80%</u>
<u>MISCELLANEOUS DONATIONS - JUVENILE PROBATION (T5200)</u>						
Juvenile Services	-	-	-	18,307	18,307	0.00%
FUND TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 18,307</u>	<u>\$ 18,307</u>	<u>0.00%</u>
<u>DONATIONS EMERGENCY MANAGEMENT (T5350)</u>						
Emergency Management	-	-	-	8,732	8,732	0.00%
FUND TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 8,732</u>	<u>\$ 8,732</u>	<u>0.00%</u>
<u>MISCELLANEOUS DONATIONS - HUMAN SERVICES (T5600)</u>						
Community Outreach	13,640	-	15,744	15,745	1	99.99%
FUND TOTAL	<u>\$ 13,640</u>	<u>\$ -</u>	<u>\$ 15,744</u>	<u>\$ 15,745</u>	<u>\$ 1</u>	<u>99.99%</u>

**SPECIAL PURPOSE
BUDGET REPORT EXPENDITURE (BUDGET BASIS)**

For the four (4) months ended 1/31/2026

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
<u>MISCELLANEOUS DONATIONS - CPS (T5700)</u>						
Child Protective Services	-	-	-	120,003	120,003	0.00%
FUND TOTAL	\$ -	\$ -	\$ -	\$ 120,003	\$ 120,003	0.00%
<u>MISCELLANEOUS DONATIONS - HEALTH DEPT (T5800)</u>						
Public Health	-	-	-	39,030	39,030	0.00%
FUND TOTAL	\$ -	\$ -	\$ -	\$ 39,030	\$ 39,030	0.00%
<u>MISCELLANEOUS DONATIONS - VETERAN COURT PROGRAM (T5960)</u>						
Veterans Diversion Court	-	-	-	49,785	49,785	0.00%
FUND TOTAL	\$ -	\$ -	\$ -	\$ 49,785	\$ 49,785	0.00%
<u>MISCELLANEOUS DONATIONS -FAMILY COURT SERVICES (T6000)</u>						
Domestic Relations	-	-	-	1,728	1,728	0.00%
FUND TOTAL	\$ -	\$ -	\$ -	\$ 1,728	\$ 1,728	0.00%
<u>MISCELLANEOUS DONATIONS -CRCG (T6100)</u>						
Community Outreach	-	-	-	32,789	32,789	0.00%
FUND TOTAL	\$ -	\$ -	\$ -	\$ 32,789	\$ 32,789	0.00%

BUDGETARY SECTION

TARRANT COUNTY, TEXAS

SPECIAL PURPOSE BUDGET REPORT EXPENDITURE (BUDGET BASIS)

For the four (4) months ended 1/31/2026

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
<u>MISCELLANEOUS DONATIONS -PEACE OFFICER MEMORIAL (T6200)</u>						
Buildings	-	-	-	108,550	108,550	0.00%
FUND TOTAL	\$ -	\$ -	\$ -	\$ 108,550	\$ 108,550	0.00%
<u>MISCELLANEOUS DONATIONS -LAW ENFORCEMENT (T6300)</u>						
Sheriff	-	-	-	62	62	0.00%
FUND TOTAL	\$ -	\$ -	\$ -	\$ 62	\$ 62	0.00%
<u>ATTF RENTAL ASSOC DONATION (T6500)</u>						
Sheriff	-	-	-	324	324	0.00%
FUND TOTAL	\$ -	\$ -	\$ -	\$ 324	\$ 324	0.00%
<u>SHERIFF'S EMPLOYEE RECOGNITION AND AWARD (T7000)</u>						
Sheriff	-	-	-	1,682	1,682	0.00%
FUND TOTAL	\$ -	\$ -	\$ -	\$ 1,682	\$ 1,682	0.00%
<u>CONTRACT ELECTIONS (T7100)</u>						
Elections Administration	41,121	170,665	1,611,133	4,607,327	2,996,194	34.97%
FUND TOTAL	\$ 41,121	\$ 170,665	\$ 1,611,133	\$ 4,607,327	\$ 2,996,194	34.97%

**SPECIAL PURPOSE
BUDGET REPORT EXPENDITURE (BUDGET BASIS)**

For the four (4) months ended 1/31/2026

	Current Month Expenditures	Encumbrances & Commitments	Total Expenditures Encumbrances & Commitments	Total Budget	Unexpended Budget	% Budget Used
<u>ELECTIONS CHAPTER 19 (T7300)</u>						
Elections Administration	4,654	170,044	202,081	367,252	165,171	55.03%
FUND TOTAL	<u>\$ 4,654</u>	<u>\$ 170,044</u>	<u>\$ 202,081</u>	<u>\$ 367,252</u>	<u>\$ 165,171</u>	<u>55.03%</u>
<u>ELECTIONS CHAPTER 19 GRANT MATCH (T7310)</u>						
Elections Administration	2,984	8,698	11,682	155,000	143,318	7.54%
FUND TOTAL	<u>\$ 2,984</u>	<u>\$ 8,698</u>	<u>\$ 11,682</u>	<u>\$ 155,000</u>	<u>\$ 143,318</u>	<u>7.54%</u>
<u>OPIOID EPIDEMIC SETTLEMENT (T8500)</u>						
Non-Departmental Community Outreach	26,256	214,951	292,275	7,296,958	7,004,683	4.01%
	-	-	-	670,840	670,840	0.00%
FUND TOTAL	<u>\$ 26,256</u>	<u>\$ 214,951</u>	<u>\$ 292,275</u>	<u>\$ 7,967,798</u>	<u>\$ 7,675,523</u>	<u>3.67%</u>
<u>PUBLIC IMPROVEMENT DISTRICT (T8600)</u>						
Public Improvement District	400	-	2,093	34,758	32,665	6.02%
FUND TOTAL	<u>\$ 400</u>	<u>\$ -</u>	<u>\$ 2,093</u>	<u>\$ 34,758</u>	<u>\$ 32,665</u>	<u>6.02%</u>
SPECIAL PURPOSE FUNDS TOTAL	<u>\$ 15,999,506</u>	<u>\$ 57,241,943</u>	<u>\$ 120,983,723</u>	<u>\$ 724,899,028</u>	<u>\$ 603,915,305</u>	<u>16.69%</u>





**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:
{{customNumber.courtOrder}}

Page: 1 of 1

Department: Budget and Risk
Management

Prepared By: Krysten L. Louden

Approved By: Matthew Jones

SUBJECT:

Consideration of Fiscal Year 2025 and Fiscal Year 2026 Appropriation Adjustments

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

COMMISSIONERS COURT ACTION REQUESTED

BACKGROUND

FISCAL IMPACT

Attachments

[\(CONSENT\) FY 2026 3.10.2026.pdf](#)

**COMMISSIONERS COURT
COMMUNICATION**

REFERENCE NUMBER _____

PAGE 1 of 2

DATE 03/10/26

SUBJECT:

FY 2026 APPROPRIATION ADJUSTMENTS

***** CONSENT *****

10000-2026 GENERAL FUND

1140100000 - Non-Departmental

595055 Undesignated (3,000)

1220100000 - Budget/Risk Management

511011 Salaries 15,000

1310100000 - Tax Administration

588261 Education 10,000

1310300000 - Tax Ad Valorem

578025 Software Maintenance and Licenses (10,000)

4123500000 - 297th District Court

575614 Visiting Court Reporter 1,400

4430100000 - Justice of the Peace 3

512011 Overtime Salaries 3,000

4480100000 - Justice of the Peace 8

584011 Counsel Fees 1,725

4880100000 - Courts/Judiciary

584011 Counsel Fees (3,125)

5210100000 - Human Services

511011 Salaries (346,469)

526021 Equipment Maintenance (1,972)

572012 Utility Assistance (4,929)

5920100000 - Community Outreach

595055 Undesignated 338,370

DISPOSITION BY COMMISSIONERS COURT

SUBMITTED BY:

Budget & Risk
Management

PREPARED BY:
APPROVED BY:

Jason K. Adams
Matthew J. Jones

SUBJECT:

FY 2026 APPROPRIATION ADJUSTMENTS

22300-2026 CONSUMER HEALTH FUND

5100011000 - Public Health

531031	Gas	45,000
595055	Undesignated	(45,000)

45100-2026 NON-DEBT CAPITAL FUND

2120910000 - Sheriff Confinement

540000	Capital	0
<i>Reduce: Self-Contained Breathing Apparatus/Bottle Filler (\$5,000)</i>		
<i>Increase: ID Card Printer \$5,000</i>		

2310100000 - Medical Examiner

540000	Capital	0
<i>Reduce: Solid Phase Extraction Manifold (\$635)</i>		
<i>Increase: Hard Drive & Storage \$635</i>		

3110404000 - Tim Curry Criminal Justice Center

540000	Capital	0
<i>Reduce: Porch Tiles (\$364,321)</i>		
<i>Add: Elevator Addition Project \$364,321</i>		

51200-2026 RESOURCE CONNECTION OIL & GAS ROYALTY FUND

3110502000 - Resource Connection Campus

540000	Capital Outlay	(6,000)
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3420100000 - Resource Connection

540000	Capital Outlay	6,000
<i>Add: Aquatic Vacuum and Wheelchair</i>		



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:
{{customNumber.courtOrder}}

Page: 1 of 1

Department: Budget and Risk
Management

Prepared By: Rand Otten

Approved By: Matthew Jones

SUBJECT:

Consideration to Submit a 2026 Grant Application to the Tarrant County Historical Society, Inc. to Increase Access to Historical Materials Relating to Tarrant County

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the submission of a grant application to the Tarrant County Historical Society, Inc. for the digitization and sharing of newspapers to enhance access to these historical materials relating to Tarrant County.

BACKGROUND

The Tarrant County Historical Society, Inc. works to enrich the public's knowledge of history, preserve historical sites and historical places, and facilitate access to historical materials relating to Tarrant County. In support of this mission, each year the Society offers small grants related to archival and historic preservation projects.

If awarded, the grant funds will be used to digitize issues of *The Benbrook Banner* and *Benbrook News* through the University of North Texas Digital Newspapers Unit. Once digitized, the newspapers will be added to The Portal to Texas History, which will provide full text-search capability and worldwide access.

Both Benbrook newspapers are part of the White Settlement Historical Museum Collection held by the Archives, with the earliest issues dating from the 1960s. Stories in these newspapers tend to be hyper-local and provide details of the Benbrook community that are not available in other resources.

FISCAL IMPACT

The requested amount will be \$1,000.00.
This grant does not require a grant match.
No indirect costs allowed for this grant.
No operating subsidy required for this grant.



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 15

Department: Budget and Risk
Management

Prepared By: Gary Collins, Contract
Specialist

Approved By: Carmen Garcia

SUBJECT:

Consideration to Submit a Grant Application in Response to the Texas Health and Human Services Commission Request for Application for the Tarrant County Public Health Community Youth Development Program

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the submission of a grant application in response to the Texas Health and Human Services Commission (HHSC) Request for Application (RFA) for the Tarrant County Public Health (TCPH) Community Youth Development (CYD) Program.

BACKGROUND

The CYD Program was established by the State of Texas in 1995 and funding was made available in April 1996, with the purpose of providing support services to youth and their families with the goal of curbing juvenile crime. These supports lead to strengthened connection, engagement, and contribution to the community. Grant funding provides assistance to community-based programs providing a variety of opportunities (i.e., post-high school readiness, academic support, mentoring, and youth leadership development) to promote positive outcomes for children, youth, and families.

In Tarrant County, services are provided by sub-awards and TCPH CYD provides oversight for these sub-awards. Service areas for the CYD program are defined by HHSC.

On August 17, 2021, the Commissioners Court, through Court Order #136109, approved the FY 2021-2026 CYD Grant Agreement, Contract #HHS000791900002, with HHSC for a total not-to-exceed amount of \$3,281,250.00. In addition, the contract expanded the service area for Tarrant County to include the 76112 and 76119 ZIP codes. This agreement served as the base contract for which annual FY funding may be awarded through NOAs. The term of the agreement is from September 1, 2021, through August 31, 2026.

Approval of the grant application will allow TCPH CYD to continue serving Tarrant County youth and their families. TCPH anticipates funding five (5) to seven (7) sub-awards for FY 2026-2031 CYD services.

TCPH will apply for up to \$1,000,000.00 annually, for a five (5) year grant period, and this funding will support one (1) staff member. The grant application will be for the total amount of up to \$5,000,000.00.

The term is expected to be September 1, 2026, through August 31, 2031.

The Budget and Risk Management Department has reviewed the budget for this application.

FISCAL IMPACT

The grant award is for up to \$1,000,000.00 for FY 2027
This grant does not require match.
Indirect costs are allowed and will be added to the budget.
There is no operating subsidy needed for this grant.

All associated costs will be paid from grant fund allocations in TXHHS- Community Youth Development / Grant-2004 / F0040-2027 / 5100103000 CYD.

PASSED AND APPROVED on March 10, 2026.

**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.

Attachments

[Community Youth Development Grant Application.pdf](#)



COMMISSIONERS COURT
Cover Page for Documents Requiring Wet Signature
from the County Judge

This form must be filled out and attached to each set of documents requiring the
Judge's wet signature

COURT ITEM SUBJECT (TITLE)

Consideration to Submit a Grant Application in Response to the Texas Health and Human
Services Commission Request for Application for the Tarrant County Public Health Community
Youth Development Program

JUSTIFICATION FOR WET SIGNATURE

State forms that are due back and uploaded on 3/11/2026 by 10AM to meet the application
deadline submission date.

COURT DATE

Date: 3/10/26

TIME SENSITIVE

Yes

No

IF YES, RETURN TO DEPARTMENT BY

Date: 3/10/26

**FORM A
FACE PAGE – APPLICANT INFORMATION**

This form requests basic information about Applicant and the Grant Project, including the signature of the authorized representative. The face page is the cover page of the Application and must be completed in its entirety. Double click on checkboxes in this form and select "Checked" under "Default value" to check each item.

APPLICANT INFORMATION	
1) LEGAL BUSINESS NAME :	Tarrant County
2) MAILING Address Information (include mailing address, street, city, county, state and 9-digit zip code):	<div style="display: flex; justify-content: space-between;"> <div>100 E Weatherford Street, Fort Worth ,TX 76196-0103</div> <div style="text-align: right;"><input type="checkbox"/> Check if address change</div> </div>
3) PAYEE Name and Mailing Address, including 9-digit zip code (if different from above):	<div style="display: flex; justify-content: space-between;"> <div></div> <div style="text-align: right;"><input type="checkbox"/> Check if address change</div> </div>
4) Unique Entity Identifier (UEI) (12 characters) required: DBHIUNN8U5JE	
5) Federal Tax ID No. (9-digit), State of Texas Comptroller Vendor ID Number (14-digit) or Social Security Number (9-digit): 76-6001170	
<small>*Applicant acknowledges, understands, and agrees that Applicant's choice to use a social security number as the vendor identification number for the Grant Agreement may result in the social security number being made public via State open records requests.</small>	
6) TYPE OF ENTITY (check all that apply):	<input type="checkbox"/> Nonprofit Organization * <input checked="" type="checkbox"/> Governmental (specify type): County
<small>*If incorporated, provide 10-digit charter number assigned by Secretary of State:</small>	
7) BUDGET PERIOD for YEAR ONE:	Start Date: September 1, 2026 End Date: August 31, 2027
8) COUNTY(IES) SERVED BY PROJECT:	Tarrant
9) TOTAL AMOUNT OF FUNDING REQUESTED for YEAR ONE:	10) PROGRAM: Community Youth Development
11) PROJECT CONTACT PERSON:	12) FINANCIAL OFFICER
Name: Yvette M. Wingate, Ed. D	Name: Kimberly M. Buchanan
Title: Community Health Assessment Division Manager	Title: Tarrant County Auditor
Phone: 817-321-5318	Phone: 817-884-1011
Email: ymwingate@tarrantcountytx.gov	Email: kmbuchanan@tarrantcountytx.gov
<small>The facts affirmed by me in this proposal are truthful and I warrant Applicant is in compliance with the RFA terms and conditions, including HHSC's Uniform Terms and Conditions and other RFA requirements. I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a Grant Agreement. This document has been duly authorized by the governing body of Applicant and I (the person signing below) am authorized to represent Applicant.</small>	
13) AUTHORIZED REPRESENTATIVE Check if change <input type="checkbox"/>	14) SIGNATURE OF AUTHORIZED REPRESENTATIVE
Name: Tim O'Hare	
Title: County Judge	
Phone: 817-884-1040	
Email: countyjudgegrants@tarrantcountytx.gov	
	15) DATE

FORM A: FACE PAGE – APPLICANT INFORMATION INSTRUCTIONS

This form provides basic information about Applicant and the proposed Project with the Texas Health and Human Services Commission (HHSC), including the signature of the authorized representative. It is the cover page of the Application and is required to be completed. Signature affirms the facts contained in Applicant's response are truthful and Applicant is in compliance with the RFA terms and conditions, including HHSC's Exhibit B, HHS Uniform Terms and Conditions – Grant, Version 3.5, Effective September 2024, and other RFA requirements unless specifically noted in Exhibit I, Exceptions Form, and acknowledges that continued compliance is a condition for the award of a Grant Agreement. Please follow the instructions below to complete the Face Page form and return with Applicant's Application.

- 1) **LEGAL BUSINESS NAME** - Enter the legal name of Applicant.
- 2) **MAILING ADDRESS INFORMATION** - Enter Applicant's complete physical address and mailing address, city, county, state, and 9-digit zip code.
- 3) **PAYEE NAME AND MAILING ADDRESS** - Payee – Entity involved in a contractual relationship with Applicant to receive payment for services rendered by Applicant and to maintain the accounting records for the Grant Agreement (i.e., fiscal agent). Enter the PAYEE's name and mailing address, including 9-digit zip code, if PAYEE is different from Applicant. The PAYEE is the corporation, entity, or vendor who will be receiving payments.
- 4) **UNIQUE ENTITY IDENTIFIER (UEI)** - 12-character alpha-numeric ID. This identification is required if receiving ANY federal funds and can be obtained at: <https://sam.gov/>.
- 5) **FEDERAL TAX ID OR STATE OF TEXAS COMPTROLLER VENDOR ID NUMBER OR SOCIAL SECURITY NUMBER** - Enter the Federal Tax Identification Number (9-digit) or the Texas Vendor Identification Number assigned by the Texas State Comptroller (14-digit). *Applicant acknowledges, understands, and agrees Applicant's choice to use a social security number as its vendor identification number for the Grant Agreement may result in the social security number being made public via State open records requests.
- 6) **TYPE OF ENTITY** - Check the type of entity as defined by the Secretary of State at <http://www.sos.state.tx.us/corp/businessstructure.shtml>, and/or the Texas State Comptroller at https://fmx.cpa.texas.gov/fm/pubs/payment/gen_prov/?s=ins_codes&p=ownership, and check all other boxes that describe the entity.
State Agency: an agency of the State of Texas as defined in Texas Government Code §2056.001.
Institutions of Higher Education as defined under Texas Education Code §61.003(8).
Non-Profit Corporation: provide the 10-digit charter number assigned by the Secretary of State.
- 7) **BUDGET PERIOD FOR YEAR ONE** - The budget period for year one of this Application.
- 8) **COUNTY(IES) SERVED BY PROJECT** - Enter the county(ies) to be served by the Project.
- 9) **TOTAL AMOUNT OF FUNDING REQUESTED FOR YEAR ONE** - Enter the amount of funding requested from HHSC for proposed activities for year one of the Project.
- 10) **PROGRAM** - HHSC completed this field. This refers to the program supported by this RFA.
- 11) **PROJECT CONTACT PERSON** - Enter the name, title, phone, and email address of the person responsible for the proposed Project.
- 12) **FINANCIAL OFFICER** - Enter the name, title, phone, and email address of the person responsible for the financial aspects of the proposed Project.
- 13) **AUTHORIZED REPRESENTATIVE** - Enter the name, title, phone, and email address of the person authorized to represent Applicant. Check the "Check if change" box if the authorized representative is different from a previous submission to HHSC.
- 14) **SIGNATURE OF AUTHORIZED REPRESENTATIVE** - The person authorized to represent Applicant must sign in this blank.
- 15) **DATE** - Enter the date the authorized representative signed this form.



Federal Funding Accountability and Transparency Act (FFATA)
Certification Form

The certifications enumerated below represent material facts upon which HHSC relies when reporting information to the federal government required under federal law. If HHSC later determines that the contractor knowingly rendered an erroneous certification, HHSC may pursue all available remedies in accordance with Texas and U.S. laws. The signer further agrees that they will provide immediate written notice to HHSC if at any time they learn that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **Note:** If the signer cannot certify all of the statements contained in this section, they **must provide written notice** to HHSC detailing which of the below statements they cannot certify and why.

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?

- Yes – Skip questions A, B and C and continue to section D. No – Answer questions A and B.

A. Certification Regarding Percent of Annual Gross from Federal Awards

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

- Yes No – Skip question C.

B. Certification Regarding Amount of Annual Gross from Federal Awards

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

- Yes No – Skip question C.

If your answer is **Yes** to both questions A and B, you must answer question C.

If your answer is **No** to either question A or B, skip question C and continue to section D.

C. Certification Regarding Public Access to Compensation Information

Does the public have access to information about the highly compensated officers/senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) 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?

- Yes No – Provide the names and total compensation of the top five highly compensated officers/senior executives.

	Name of Officer or Senior Executive	Total Compensation
1.		
2.		
3.		
4.		
5.		

D. Signatures

As the duly authorized representative (signer) of the contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Signature of Authorized Representative _____ Date _____

Printed Name of Authorized Representative Tim O'Hare	Title of Authorized Representative County Judge
Legal Name of Contractor Tarrant County	Unique Entity Identifier DBH1UNN8U5JE
Applicable HHSC Contract No.(s): HHS0016551	

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.

(2) 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 shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
Tarrant County	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix:	* First Name: Tim Middle Name:
* Last Name: O'Hare	Suffix:
* Title: County Judge	
* SIGNATURE:	* DATE: 03/10/2026

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM
HHS CONTRACT NUMBER _____

The DUA between HHS and Contractor establishes the permitted and required uses and disclosures of Confidential Information by Contractor.

Contractor has subcontracted with _____ (Subcontractor) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. Subcontractor acknowledges, understands and agrees to be bound by the same terms and conditions applicable to Contractor under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. Contractor and Subcontractor agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right, but not the obligation, to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

Contractor and Subcontractor assure HHS that any Breach as defined by the DUA that Subcontractor Discovers shall be reported to HHS by Contractor in the time, manner and content required by the DUA.

If Contractor knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by Subcontractor that constitutes a material breach or violation of the DUA or the Subcontractor's obligations, Contractor shall:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with Subcontractor, if feasible;
3. Notify HHS immediately upon Discovery of the pattern of activity or practice of Subcontractor that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps Contractor is taking to cure or end the violation or terminate Subcontractor's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

SUBCONTRACTOR

BY:	_____	BY:	_____
NAME:	Tim O'Hare	NAME:	_____
TITLE:	County Judge	TITLE:	_____
DATE	March 10	DATE:	_____, 2026

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE:

Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
(a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE County Judge
APPLICANT ORGANIZATION Tarrant County	DATE SUBMITTED 03/10/2026

Authorized representative on behalf of Respondent must complete and sign the following:

Tarrant County	
Legal Name of Respondent	
Assumed Business Name of Respondent, if applicable (d/b/a or 'doing business as')	
Texas County(s) for Assumed Business Name (d/b/a or 'doing business as') Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.	
Signature of Authorized Representative Tim O'Hare	Date Signed County Judge
Printed Name of Authorized Representative First, Middle Name or Initial, and Last Name	Title of Authorized Representative
100 E. Weatherford St.	Fort Worth, Texas 76196-0103
Physical Street Address	City, State, Zip Code
Mailing Address, if different (817) 884-1040	City, State, Zip Code
Phone Number countyjudgrants@tarrantcounty.gov	Fax Number 68365220
Email Address 75-6001170	DUNS Number 17560011706
Federal Employer Identification Number N/A	Texas Identification Number (TIN) N/A
Texas Franchise Tax Number DBH1UNN8U5J3	Texas Secretary of State Filing Number
SAM.gov Unique Entity Identifier (UEI)	

Exhibit A. HHS SOLICITATION AFFIRMATIONS

In this document, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to any contract resulting from the Solicitation. In this document, the terms Respondent, Contractor, Applicant, and Vendor, when referring to the following affirmations (whether framed as certifications, representations, warranties, or in other terms) refer to Respondent, and the affirmations apply to all Respondents regardless of their business form (e.g., individual, partnership, corporation). To the extent applicable for DFPS solicitations, the definition of System Agency includes DFPS.

Respondent must provide information, as applicable, and affirms, without exception, as follows:

- 1.** Respondent represents and warrants that all certifications, representations, warranties, and other provisions in this Affirmations and Solicitation Acceptance apply to Respondent and all of Respondent's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Solicitation or any contract resulting from this Solicitation.
- 2. Complete and Accurate Information.** Respondent represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Solicitation Response.
- 3. Public Information Act.** Respondent understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Respondent is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
- 4. Contracting Information Requirements.** Respondent represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the contract and the Respondent agrees that the contract can be terminated if the Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.
- 5. Confidential or Proprietary Information.** Respondent acknowledges its obligation to specifically identify information it contends to be confidential or proprietary and, if Respondent designated substantial portions of its Solicitation Response or its entire Solicitation Response as confidential or proprietary, the Solicitation Response is subject to being disqualified.

6. **Binding Offer.** Respondent's Solicitation Response will remain a firm and binding offer for 240 days from the date the Solicitation Response is due.
7. **Assignment.** Respondent shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
8. **Terms and Conditions.** Respondent accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation. No exceptions, terms, or conditions will be considered if not advanced in the form and manner directed in the Solicitation. Respondent agrees that all exceptions to the Solicitation as well as terms and conditions advanced by Respondent that differ in any manner from HHS' terms and conditions are rejected unless expressly accepted by System Agency in writing in a fully executed contract.
9. **HHS Right to Use.** Respondent agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of Respondent's Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.
10. **Release from Liability.** Respondent generally releases from liability and waives all claims against any party providing information about the Respondent at the request of HHS.
11. **Addenda and Amendments to Solicitation.** Respondent acknowledges all addenda and amendments to the Solicitation.
12. **Texas Bidder.** Respondent certifies that if a Texas address is shown as the address of Respondent on this Response, Respondent qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
13. **Preferences.** Respondent represents and warrants that it qualifies for all preferences claimed under 34 Texas Administrative Code, Section 20.306 or Chapter 2155, Subchapter H of the Texas Government Code as indicated below (check applicable boxes):
 - Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
 - Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
 - Agricultural products grown in Texas
 - Agricultural products offered by a Texas bidder
 - Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
 - Services offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
 - Texas Vegetation Native to the Region
 - USA-produced supplies, materials or equipment
 - Products of persons with intellectual or physical disabilities

- Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- Energy efficient products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas
- Vendors that meet or exceed air quality standards
- Recycled or reused computer equipment of other manufacturers
- Foods of higher nutritional value
- Commercial production company or advertising agency located in Texas

14. Dealings with Public Servants. Respondent has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Solicitation Response, this Solicitation, or any contract resulting from this Solicitation.

15. Financial Participation Prohibited. Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

16. Prior Disaster Relief Contract Violation. Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

17. Child Support Obligation. Under Section 231.006(d) of the Texas Family Code regarding child support, Respondent certifies that the individual or business entity named in this Response is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Respondent may be liable for additional costs and damages set out in 231.006(f). Furthermore, any Respondent subject to Section 231.006 of the Texas Family Code must include in the Response the names and social security numbers (SSNs) of each person with at least 25% ownership of the business entity submitting the Response:

Name:	_____	SSN:	_____
Name:	_____	SSN:	_____
Name:	_____	SSN:	_____
Name:	_____	SSN:	_____

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of requested SSNs is required under Section 231.006(c) and

Section 231.302(c)(2), Texas Family Code. The SSNs will be used to identify persons that may owe child support. The SSNs will be kept confidential to the fullest extent permitted by law.

If submitted by email, Responses containing SSNs must be encrypted. Failure by a Respondent to provide or encrypt the SSNs as required may result in disqualification of the Respondent's Response.

18. **Suspension and Debarment.** Respondent certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Respondent's subcontracts, if any, if payment in whole or in part is from federal funds.
19. **Excluded Parties.** Respondent certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,*" published by the United States Department of the Treasury, Office of Foreign Assets Control.
20. **Foreign Terrorist Organizations.** Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
21. **Executive Head of a State Agency.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Respondent certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of the contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.
22. **Human Trafficking Prohibition.** Under Section 2155.0061 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
23. **Franchise Tax Status.** Respondent represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.
24. **Debts and Delinquencies.** Respondent agrees that any payments due under any contract resulting from this Solicitation shall be applied towards any debt or delinquency that is owed to the State of Texas.
25. **Lobbying Prohibition.** Respondent represents and warrants that payments to Respondent and Respondent's receipt of appropriated or other funds under any contract resulting from this Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

26. **Buy Texas.** Respondent agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.
27. **Disaster Recovery Plan.** Respondent agrees that upon request of HHS, Respondent shall provide copies of its most recent business continuity and disaster recovery plans.
28. **Computer Equipment Recycling Program.** If Respondent is submitting a Response for the purchase or lease of computer equipment, then Respondent certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.
29. **Television Equipment Recycling Program.** If Respondent is submitting a Response for the purchase or lease of covered television equipment, then Respondent certifies that it is in compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.
30. **Cybersecurity Training.** Respondent represents and warrants that it will comply with the requirements of Section 2063.104 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
31. **Restricted Employment for Certain State Personnel.** Respondent acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Respondent may not accept employment from Respondent before the second anniversary of the date the contract is signed or the procurement is terminated or withdrawn.
32. **No Conflicts of Interest.** Respondent represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Solicitation and any resulting contract and that Respondent's provision of the requested goods and/or services under this Solicitation and any resulting contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
33. **Fraud, Waste, and Abuse.** Respondent understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to the Health and Human Services Commission's Office of Inspector General. Respondent agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us
- OIG Mailing Address: Office of Inspector General

Attn: Fraud Hotline
MC 1300
P.O. Box 85200
Austin, Texas 78708-5200

34. Antitrust. The undersigned affirms under penalty of perjury of the laws of the State of Texas that (a) in connection with this Response, neither I nor any representative of the Respondent has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (b) in connection with this Response, neither I nor any representative of the Respondent has violated any federal antitrust law; and (c) neither I nor any representative of the Respondent has directly or indirectly communicated any of the contents of this Response to a competitor of the Respondent or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Respondent.

35. Legal and Regulatory Actions. Respondent represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Respondent or any of the individuals or entities included in numbered paragraph 1 of this Affirmations and Solicitation Acceptance within the five (5) calendar years immediately preceding the submission of this Solicitation response that would or could impair Respondent's performance under any contract resulting from this Solicitation, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into a contract. If Respondent is unable to make the preceding representation and warranty, then Respondent instead represents and warrants that it has included as a detailed attachment to this Solicitation Affirmations document a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Respondent's performance under a contract awarded as a result of this Solicitation, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into a contract. Respondent must identify here how many pages, if any, are attached: _____. Respondent acknowledges this is a continuing disclosure requirement. In addition, Respondent represents and warrants that, if awarded a contract as a result of this Solicitation, Respondent shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

36. E-Verify. Respondent certifies that for contracts for services, Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of:

- A. all persons employed by Respondent to perform duties within Texas; and
- B. all persons, including subcontractors, assigned by Respondent to perform work pursuant to the contract within the United States of America.

37. **Former Agency Employees – Certain Contracts.** If this Solicitation is for an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, Respondent represents and warrants that neither Respondent nor any of Respondent’s employees including, but not limited to, those authorized to provide services under the contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the contract.
38. **Disclosure of Prior State Employment – Consulting Services.** If this Solicitation is for consulting services,
- A. In accordance with Section 2254.033 of the Texas Government Code, a Respondent offering to provide consulting services in response to this solicitation who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Respondent’s Solicitation Response must disclose the following information in its Solicitation Response and hereby certifies that this information is true, correct, and complete:

(1) Name of individual(s) (Respondent or employee(s)):

(2) Status (check one): Respondent Employee

(3) The nature of the previous employment with System Agency or the other State of Texas agency:

(4) The date the employment was terminated and the reason for the termination:

(5) The annual rate of compensation for the employment at the time of its termination:

If more than one individual is identified in A(1) above, Respondent must provide responses to A(2)-(5) as to each identified individual. To satisfy this requirement, Respondent must attach a separate page or pages, as necessary, and include the information required in Section A, including subsections (1)-(5). Respondent must identify here how many pages, if any, are attached: _____. Respondent acknowledges, agrees, and certifies that all information provided is true, correct, and complete on this and all attached pages.

B. If no information is provided in response to Section A above, Respondent certifies that neither Respondent nor any individual employed by Respondent was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Respondent's Solicitation Response.

39. **Entities that Boycott Israel.** Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (1) it meets an exemption criteria under Section 2271.002; or (2) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this Solicitation. If Respondent refuses to make that certification, Respondent shall state here any facts that make it exempt from the boycott certification:

40. **Abortion Funding Limitation.** Respondent understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act: (1) performs an abortion procedure that is not reimbursable under the state's Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program. The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(a)(2), Health and Safety Code. Respondent represents and warrants that it is not ineligible, nor will it be ineligible during the term of the contract resulting from this Solicitation, to receive appropriated funding pursuant to Article IX.

41. **Funding Eligibility.** Respondent understands, acknowledges, and agrees that, pursuant to Chapter 2273 of the Texas Government Code, except as exempted under that Chapter, System Agency cannot (1) contract with (a) an abortion provider or an affiliate of an abortion provider; or (b) an abortion assistance entity for the purpose of providing an abortion or abortion assistance; or (2) contract or appropriate or spend money to provide any person logistical support for the express purpose of assisting a woman with procuring an abortion or the services of an abortion provider. Respondent certifies that it is not ineligible to contract with System Agency under the terms of Chapter 2273 of the Texas Government Code and certifies that the contract is not a taxpayer resource transaction, appropriation, or expenditure of money prohibited by Chapter 2273 of the Texas Government Code. If Respondent refuses to make those certifications, Respondent shall state here any facts that make it exempt from the certification:

- 42. Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement.** Respondent understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Respondent also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Respondent certifies that it is not ineligible to contract with System Agency under the terms of Chapter 161, Subchapter Y, of the Texas Health and Safety Code.
- 43. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216).** Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract or funding pursuant to 2 CFR 200.216.
- 44. COVID-19 Vaccine Passports.** Pursuant to Texas Health and Safety Code, Section 161.0085(c), Respondent certifies that it does not require its customers to provide any documentation certifying the customer’s COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Respondent’s business. Respondent acknowledges that such a vaccine or recovery requirement would make Respondent ineligible for a state-funded contract.
- 45. Entities that Boycott Energy Companies.** If Respondent is required to make a verification pursuant to Section 2276.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must state here why the verification is not required:
-

46. **Entities that Discriminate Against Firearm and Ammunition Industries.** In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., if Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must state here why the verification is not required:

47. **Security Controls for State Agency Data.** In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Respondent understands, acknowledges, and agrees that if awarded a contract pursuant to this Solicitation and under which Respondent will be authorized to access, transmit, use, or store data for System Agency, Respondent is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the contract based on the sensitivity of System Agency's data and that Respondent must periodically provide to System Agency evidence that Respondent meets the security controls required under the contract.

48. **Cloud Computing State Risk and Authorization Management Program (TX-RAMP).** Pursuant to Texas Government Code, Section 2063.408, Respondent acknowledges and agrees that, if providing cloud computing services for System Agency, Respondent must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with a vendor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless the vendor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Respondent certifies it will maintain program compliance and certification throughout the term of the Contract.

49. **Foreign-Owned Companies in Connection with Critical Infrastructure.** If Texas Government Code, Section 2275.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to a contract resulting from this Solicitation, pursuant to Government Code, Section 2275.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103 or (2) headquartered in any of those countries.

50. **Critical Infrastructure Subcontracts.** For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 117.002 of the Business and Commerce Code, Respondent shall not enter into a subcontract that will

provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Respondent will notify the System Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business & Commerce Code, in this state.

51. **Enforcement of Certain Federal Firearms Laws Prohibited.** In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Respondent, Respondent certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.
52. **Prohibition on Abortions.** Respondent understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Respondent represents and warrants that it is not ineligible, nor will it be ineligible during the term of the contract resulting from this Solicitation, to receive appropriated funding pursuant to Article II.
53. **Hardening of State Government.** Pursuant to Executive Order GA-48, relating to hardening of state government, issued November 19, 2024, Respondent certifies it is not and, if applicable, any of its holding companies or subsidiaries is not:
 - a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or
 - b. Listed in Section 1260H of the 2021 NDAA; or
 - c. Owned by the government of a country on the U.S. Department of Commerce’s foreign adversaries list under 15 C.F.R. § 791.4; or
 - d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce’s foreign adversaries list under 15 C.F.R. § 791.4.
54. **Artificial Intelligence Disclosure.** Respondent certifies that it has disclosed in writing to System Agency each artificial intelligence system it may use to complete any deliverable or a portion of any deliverable under the Contract. “Artificial intelligence system” means a machine-based system that for explicit or implicit objectives infers from provided information a method to generate outputs, such as predictions, content, recommendations, or decisions, to influence a physical or virtual environment with varying levels of autonomy and adaptiveness after deployment. Respondent promises not to use an

artificial intelligence system to perform the Contract without the prior written consent of System Agency.

55. Surveillance, Intimidation, and Related Acts. Respondent certifies that it (and its subcontractors) have not, and if awarded a contract, will not, either directly or indirectly through a third party, engage in surveillance targeting or engage in an act of intimidation, coercion, extortion, undue influence, or other similar conduct intended to influence, silence, or retaliate against:

- (1) a member of the state legislature or person employed to support the state legislature in any capacity;
- (2) a family member of a person described by (1);
- (3) a state agency employee; or
- (4) an individual making a complaint or raising concerns regarding state agency operations or contracting.

Respondent certifies that it and its subcontractors have not, and if awarded a contract will not, either directly or indirectly through a third party, use private or confidential information to manipulate or influence a state contracting decision or proceeding. Respondent acknowledges that it, its executives and directors, and other associated entities and individuals could be terminated, barred from state contracts, and penalized up to \$2 million for a violation of Government Code, Section 2261.302.

56. Public Information Act Copy. Respondent understands, acknowledges, and agrees, that solicitation responses and contracts are subject to the Texas Public Information Act (PIA), Texas Government Code Chapter 552, and may be disclosed to the public upon request or through posting on the System Agency’s website, the LBB’s website, or as otherwise required by law. Respondent certifies that it:

- asserts that information provided in its response is exempt from disclosure under the PIA, and Respondent, therefore, has submitted a “Public Information Act Copy” as required under the solicitation; or
- asserts that there is no information provided in its response that is exempt from disclosure under the PIA, and Respondent, therefore, has not submitted a “Public Information Act Copy.”

57. No Felony Criminal Convictions. Respondent represents that neither Respondent nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Respondent has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

58. Unfair Business Practices. Respondent represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Respondent has not been found to be liable for such practices in such proceedings. Respondent certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of

Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

59. **False Representation.** Respondent understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Respondent is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of any contract resulting from this Solicitation.
60. **Permits and Licenses.** Respondent represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to any contract resulting from this Solicitation.
61. **False Statements.** Respondent represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.
62. **Signature Authority.** By submitting this Response, Respondent represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract that may result from the submission of this Response.

Signature Page Follows

**EXHIBIT I
 EXCEPTIONS FORM**

NOTE TO APPLICANTS: COMPLETION OF THIS EXHIBIT IS NOT REQUIRED IF THERE ARE NO EXCEPTIONS. SEE RFA HHS0016551 SECTION 7.7.

No exception—nor any term, condition, or provision in an Application that differs, varies from, or contradicts this Solicitation—will be considered to be a part of any Grant Agreement resulting from this Solicitation unless expressly made a part of the Grant Agreement in writing by System Agency.

Solicitation Document	Solicitation Document Section Number	Solicitation Language to which Exception is Taken	Basis of Exception	Applicant's Proposed Language	Still Want to be Considered for Contract Award if Exception Denied? (State "Yes" or "No")

FORM B-2
NON-GOVERNMENTAL ENTITY – BOARD OF DIRECTORS AND PRINCIPAL OFFICERS

Legal Business Name of Applicant:	Tarrant County
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Include the full names (last, first, middle), titles, telephone numbers, email addresses, and mailing addresses of members of the Board of Directors or any other principal officers. Indicate the office/title held by each member (e.g., chairperson, president, vice-president, treasurer, etc.). In addition, if entity is a for-profit, include the full names and addresses for each person who owns five percent (5%) or more of the stock.

Name:	Tim O'Hare	Mailing Address (incl. street, city, county, state, & zip):	
Title:	County Judge		100 E. Weatherford St.
Phone:	817-884-1011 Ext.		Fort Worth, TX 76196-0103
Email:	countyjudgrants@tarrantcountytx.gov		
Name:	Kimberly M. Buchanan	Mailing Address (incl. street, city, county, state, & zip):	
Title:	County Auditor		100 E. Weatherford St.
Phone:	817-884-1011 Ext.		Fort Worth, TX 76196-0103
Email:	kmbuchanan@tarrantcountytx.gov		
Name:		Mailing Address (incl. street, city, county, state, & zip):	
Title:			
Phone:	Ext.		
Email:			
Name:		Mailing Address (incl. street, city, county, state, & zip):	
Title:			
Phone:	Ext.		
Email:			
Name:		Mailing Address (incl. street, city, county, state, & zip):	
Title:			
Phone:	Ext.		
Email:			



If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses (except A9a) prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers (except A9a and A11) prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an *Action Plan for Compliance with a Timeline* must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

- Does the applicant/bidder access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.)? **IF NO, STOP. THE SPI FORM IS NOT REQUIRED.**

Yes
 No

2. Entity or Applicant/Bidder Legal Name

Legal Name: County of Tarrant, TX
 Legal Entity Tax Identification Number (TIN) (Last Four Numbers Only): 1170
 Procurement/Contract#: HHS000841700005
 Address: 100 E Weatherford Street
 City: Fort Worth State: TX ZIP: 76196
 Telephone #: (817) 884-2818
 Email Address: countyjudgegrants@tarrantcountytx.gov

3. Number of Employees, at all locations, in Applicant/Bidder's Workforce

"Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.

Total Employees: 1

4. Number of Subcontractors

(if Applicant/Bidder will not use subcontractors, enter "0")

Total Subcontractors: 0

5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder
(Privacy and Security Official may be the same person.)

A. Security Official:

Legal Name: Russell Scott
 Address: 200 Taylor Street
 City: Fort Worth State: TX ZIP: 76196
 Telephone #: (817) 212-7468
 Email Address: RDSScott2@tarrantcountytx.gov

B. Privacy Official:

Legal Name: Kenton K. Murthy
 Address: 1101 S. Main St
 City: Fort Worth State: TX ZIP: 76104
 Telephone #: (817) 321-5305
 Email Address: kkmurthy@tarrantcountytx.gov

<p>6. Type(s) of Texas HHS Confidential Information the Applicant/Bidder will create, receive, maintain, use, disclose or have access to: (Check all that apply)</p> <ul style="list-style-type: none"> • Health Insurance Portability and Accountability Act (HIPAA) data • Criminal Justice Information Services (CJIS) data • Internal Revenue Service Federal Tax Information (IRS FTI) data • Centers for Medicare & Medicaid Services (CMS) • Social Security Administration (SSA) • Personally Identifiable Information (PII) 	<p>HIPAA <input type="checkbox"/></p>	<p>CJIS <input type="checkbox"/></p>	<p>IRS FTI <input type="checkbox"/></p>	<p>CMS <input type="checkbox"/></p>	<p>SSA <input type="checkbox"/></p>	<p>PII <input checked="" type="checkbox"/></p>
<p>Other (Please List)</p>						
<p>7. Number of Storage Devices for Texas HHS Confidential Information (as defined in the Texas HHS System Data Use Agreement (DUA))</p> <p>Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer.</p> <p>A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.</p> <p>a. Devices. Number of personal user computers, devices or drives, including mobile devices and mobile drives.</p> <p>b. Servers. Number of Servers that are not in a data center or using Cloud Services.</p> <p>c. Cloud Services. Number of Cloud Services in use.</p> <p>d. Data Centers. Number of Data Centers in use.</p>	<p>Total # (Sum a-d)</p> <p>126</p>					
<p>8. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year:</p> <p>a. 499 individuals or less</p> <p>b. 500 to 999 individuals</p> <p>c. 1,000 to 99,999 individuals</p> <p>d. 100,000 individuals or more</p>	<p>Select Option (a-d)</p> <p><input type="radio"/> a.</p> <p><input type="radio"/> b.</p> <p><input checked="" type="radio"/> c.</p> <p><input type="radio"/> d.</p>					
<p>9. HIPAA Business Associate Agreement</p>						
<p>a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered Texas HHS agency for a HIPAA-covered function?</p>	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p>					
<p>b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "N/A" if not applicable, such as for agencies not covered by HIPAA.)</p>	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p><input type="radio"/> N/A</p>					
<p>Action Plan for Compliance with a <u>Timeline</u>:</p>						
<p>10. Subcontractors. If the Applicant/Bidder responded "0" to Question 4 (indicating no subcontractors), check "N/A" for both 'a.' and 'b.'</p>						
<p>a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?</p>	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p><input type="radio"/> N/A</p>					
<p>Action Plan for Compliance with a <u>Timeline</u>:</p>						

<p>b. Will Applicant/Bidder agree to require subcontractors who will access Confidential Information to comply with the terms of the DUA, not disclose any Confidential Information to them until they have agreed in writing to the same safeguards and to discontinue their access to the Confidential Information if they fail to comply?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	
<p>11. Does Applicant/Bidder have any Optional Insurance currently in place?</p>	<p>Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.</p>
<p><input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A</p>	<p><u>Compliance Date:</u></p>

SECTION B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)

For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

	Yes or No
<p>1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:</p> <p>a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p><u>Compliance Date:</u></p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information on behalf of a Texas HHS agency?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p><u>Compliance Date:</u></p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of Texas HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p><u>Compliance Date:</u></p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of Texas HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three):</p> <ul style="list-style-type: none"> i. Immediate breach notification to the Texas HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose Texas HHS Confidential Information has been breached, as directed by the Texas HHS agency? 	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p><u>Compliance Date:</u></p>

<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p><u>Compliance Date:</u></p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p><u>Compliance Date:</u></p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the Texas HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by a Texas HHS agency?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p><u>Compliance Date:</u></p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed Texas HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p><u>Compliance Date:</u></p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of Texas HHS Confidential Information within 60 days of identification of a need for update?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p><u>Compliance Date:</u></p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>

<p>j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified Texas HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the Texas HHS Confidential Information, except for an Authorized Purpose, without express written authorization from a Texas HHS agency or as expressly permitted by the Base Contract?</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	
<p>k. If Applicant/Bidder intends to use, disclose, create, maintain, store or transmit Texas HHS Confidential Information outside of the United States, will Applicant/Bidder obtain the express prior written permission from the Texas HHS agency and comply with the Texas HHS agency conditions for safeguarding offshore Texas HHS Confidential Information?</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u> Tarrant County does not allow offshore data.</p>	
<p>l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with Texas HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	
<p>m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information?</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	
<p>n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of Texas HHS pursuant to the DUA, or to publish Texas HHS Confidential Information without express prior approval of the Texas HHS agency?</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	
<p>2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle Texas HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling Texas HHS Confidential Information, (2) a requirement to complete training before access is given to Texas HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No

	<u>Compliance Date:</u>
<p>3. Does Applicant/Bidder have Privacy Safeguards to protect Texas HHS Confidential Information in oral, paper and/or electronic form?</p> <p>"Privacy Safeguards" means protection of Texas HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
	<u>Compliance Date:</u>
<p>4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to Texas HHS Confidential Information, whether oral, written or electronic?</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
	<u>Compliance Date:</u>
<p>5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle Texas HHS Confidential Information from the list of Authorized Users?</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
	<u>Compliance Date:</u>

SECTION C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)

This section is about your electronic system. If your business DOES NOT store, access, or transmit Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.

No Electronic Systems

For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related items is 30 calendar days, PII-related items is 90 calendar days.

1. Does the Applicant/Bidder ensure that services which access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information are maintained **IN** the United States (no offshoring) unless **ALL** of the following requirements are met?
 - a. The data is encrypted with FIPS 140-2 validated encryption
 - b. The offshore provider does not have access to the encryption keys
 - c. The Applicant/Bidder maintains the encryption key within the United States
 - d. The Application/Bidder has obtained the express prior written permission of the Texas HHS agency

Yes
 No

For more information regarding FIPS 140-2 encryption products, please refer to: <http://csrc.nist.gov/publications/fips>

Action Plan for Compliance with a Timeline:

Compliance Date:

2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?

Yes
 No

Action Plan for Compliance with a Timeline:

Compliance Date:

3. Does Applicant/Bidder monitor and manage access to Texas HHS Confidential Information (e.g., a formal process exists for granting access and validating the need for users to access Texas HHS Confidential Information, and access is limited to Authorized Users)?

Yes
 No

Action Plan for Compliance with a Timeline:

Compliance Date:

4. Does Applicant/Bidder a) have a system for changing default passwords, b) require user password changes at least every 90 calendar days, and c) prohibit the creation of weak passwords (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible) for all computer systems that access or store Texas HHS Confidential Information.

Yes
 No

If yes, upon request must provide evidence such as a screen shot or a system report.

Action Plan for Compliance with a Timeline:

Compliance Date:

<p>5. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information have a unique user name (account) and private password?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store Texas HHS Confidential Information?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>7. Does Applicant/Bidder secure, manage and encrypt remote access (including wireless access) to computer systems containing Texas HHS Confidential Information? (e.g., a formal process exists for granting access and validating the need for users to remotely access Texas HHS Confidential Information, and remote access is limited to Authorized Users).</p> <p><i>Encryption is required for all Texas HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/publications/fips</i></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store Texas HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing Texas HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>

<p>10. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information that is <u>transmitted</u> over a public network (e.g., the Internet, WiFi, etc.)? If yes, upon request must provide evidence such as a screen shot or a system report.</p> <p><i>Encryption is required for all HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/publications/fips</i></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>11. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information <u>stored</u> on end user devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.)? If yes, upon request must provide evidence such as a screen shot or a system report.</p> <p><i>Encryption is required for all Texas HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/publications/fips</i></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>12. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting Texas HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>13. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>14. Does Applicant/Bidder prohibit the access, creation, disclosure, reception, transmission, maintenance, and storage of Texas HHS Confidential Information with a subcontractor (e.g., cloud services, social media, etc.) unless Texas HHS has approved the subcontractor agreement which must include compliance and liability clauses with the same requirements as the Applicant/Bidder?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>

<p>15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	
<p>16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information contain up-to-date anti-malware and antivirus protection?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	
<p>17. Does the Applicant/Bidder review system security logs on computing systems that access or store Texas HHS Confidential Information for abnormal activity or security concerns on a regular basis?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	
<p>18. Notwithstanding records retention requirements, does Applicant/Bidder's disposal processes for Texas HHS Confidential Information ensure that Texas HHS Confidential Information is destroyed so that it is unreadable or undecipherable?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	
<p>19. Does the Applicant/Bidder ensure that all public facing websites and mobile applications containing Texas HHS Confidential Information meet security testing standards set forth within the Texas Government Code (TGC), Section 2054.516; including requirements for implementing vulnerability and penetration testing and addressing identified vulnerabilities?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><i>For more information regarding TGC, Section 2054.516 DATA SECURITY PLAN FOR ONLINE AND MOBILE APPLICATIONS, please refer to: https://legiscan.com/TX/text/HB8/2017</i></p> <p><u>Action Plan for Compliance with a Timeline:</u></p>	

SECTION D: SIGNATURE AND SUBMISSION (to be completed by Applicant/Bidder)

Please sign the form digitally, if possible. If you can't, provide a handwritten signature.

1. I certify that all of the information provided in this form is truthful and correct to the best of my knowledge. If I learn that any such information was not correct, I agree to notify Texas HHS of this immediately.

<p>2. Signature ddc934c4-398c-4560- b87e-38f24abb1a33 Date: 2026.02.12 06:38:45 -06'00'</p>	<p>3. Title Russell D. Scott, CISO</p>	<p>4. Date: 2/12/26</p>
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To submit the completed, signed form:

- Email the form as an attachment to the appropriate Texas HHS Contract Manager(s).

Section E: To Be Completed by Texas HHS Agency Staff:

<p>Agency(s):</p>	<p>HHSC: <input checked="" type="checkbox"/> DFPS: <input type="checkbox"/> DSHS: <input type="checkbox"/></p>	<p>Requesting Department(s): Family Support Services (FSS)</p>				
<p>Legal Entity Tax Identification Number (TIN) (Last four Only):</p> <table border="1" style="width: 100px; text-align: center;"> <tr> <td style="width: 20px;">1</td> <td style="width: 20px;">7</td> <td style="width: 20px;">0</td> <td style="width: 20px;">6</td> </tr> </table>	1	7	0	6	<p>PO/Contract(s) #: HHS000841700005</p>	
1	7	0	6			
<p>Contract Manager: Rhonda King</p>	<p>Contract Manager Email Address: Rhonda.King@hhs.texas.gov</p>	<p>Contract Manager Telephone #: (713) 263-4920</p>				
<p>Contract Manager:</p>	<p>Contract Manager Email Address:</p>	<p>Contract Manager Telephone #:</p>				
<p>Contract Manager:</p>	<p>Contract Manager Email Address:</p>	<p>Contract Manager Telephone #:</p>				
<p>Contract Manager:</p>	<p>Contract Manager Email Address:</p>	<p>Contract Manager Telephone #:</p>				
<p>Contract Manager:</p>	<p>Contract Manager Email Address:</p>	<p>Contract Manager Telephone #:</p>				
<p>Contract Manager:</p>	<p>Contract Manager Email Address:</p>	<p>Contract Manager Telephone #:</p>				
<p>Contract Manager:</p>	<p>Contract Manager Email Address:</p>	<p>Contract Manager Telephone #:</p>				

INSTRUCTIONS FOR COMPLETING THE SECURITY AND PRIVACY INQUIRY (SPI)

Below are instructions for Applicants, Bidders and Contractors for Texas Health and Human Services requiring the Attachment 2, Security and Privacy Inquiry (SPI) to the Data Use Agreement (DUA). Instruction item numbers below correspond to sections on the SPI form.

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses (except A9a) prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers (except A9a and A11) prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

SECTION A. APPLICANT /BIDDER INFORMATION

Item #1. Only contractors that access, transmit, store, and/or maintain Texas HHS Confidential Information will complete and email this form as an attachment to the appropriate Texas HHS Contract Manager.

Item #2. Entity or Applicant/Bidder Legal Name. Provide the legal name of the business (the name used for legal purposes, like filing a federal or state tax form on behalf of the business, and is not a trade or assumed name "dba"), the legal tax identification number (last four numbers only) of the entity or applicant/bidder, the address of the corporate or main branch of the business, the telephone number where the business can be contacted regarding questions related to the information on this form and the website of the business, if a website exists.

Item #3. Number of Employees, at all locations, in Applicant/Bidder's workforce. Provide the total number of individuals, including volunteers, subcontractors, trainees, and other persons who work for the business. If you are the only employee, please answer "1."

Item #4. Number of Subcontractors. Provide the total number of subcontractors working for the business. If you have none, please answer "0" zero.

Item #5. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year. Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Texas HHS Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.

Item #5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder. As with all other fields on the SPI, this is a required field. This may be the same person and the owner of the business if such person has the security and privacy knowledge that is required to implement the requirements of the DUA and respond to questions related to the SPI. In 4.A. provide the name, address, telephone number, and email address of the person whom you have designated to answer any security questions found in Section C and in 4.B. provide this information for the person whom you have designated as the person to answer any privacy questions found in Section B. The business may contract out for this expertise; however, designated individual(s) must have knowledge of the business's devices, systems and methods for use, disclosure, creation, receipt, transmission and maintenance of Texas HHS Confidential Information and be willing to be the point of contact for privacy and security questions.

Item #6. Type(s) of HHS Confidential Information the Entity or Applicant/Bidder Will Create, Receive, Maintain, Use, Disclose or Have Access to: Provide a complete listing of all Texas HHS Confidential Information that the Contractor will create, receive, maintain, use, disclose or have access to. The DUA section Article 2, Definitions, defines Texas HHS Confidential Information as:

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of Texas HHS that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

Definitions for the following types of confidential information can be found the following sites:

- Health Insurance Portability and Accountability Act (HIPAA) - <http://www.hhs.gov/hipaa/index.html>
- Criminal Justice Information Services (CJIS) - <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>
- Internal Revenue Service Federal Tax Information (IRS FTI) - <https://www.irs.gov/pub/irs-pdf/p1075.pdf>
- Centers for Medicare & Medicaid Services (CMS) - <https://www.cms.gov/Regulations-and-Guidance/Regulations-and-Guidance.html>
- Social Security Administration (SSA) - <https://www.ssa.gov/regulations/>
- Personally Identifiable Information (PII) - <http://csrc.nist.gov/publications/nistpubs/800-122/sp800-122.pdf>

Item #7. Number of Storage devices for Texas HHS Confidential Information. The total number of devices is automatically calculated by exiting the fields in lines a - d. Use the <Tab> key when exiting the field to prompt calculation, if it doesn't otherwise sum correctly.

- **Item 7a. Devices.** Provide the number of personal user computers, devices, and drives (including mobile devices, laptops, USB drives, and external drives) on which your business stores or will store Texas HHS Confidential Information.
- **Item 7b. Servers.** Provide the number of servers not housed in a data center or "in the cloud," on which Texas HHS Confidential Information is stored or will be stored. A server is a dedicated computer that provides data or services to other computers. It may provide services or data to systems on a local area network (LAN) or a wide area network (WAN) over the Internet. If none, answer "0" (zero).
- **Item 7c. Cloud Services.** Provide the number of cloud services to which Texas HHS Confidential Information is stored. Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than on a local server or a personal computer. If none, answer "0" (zero.)
- **Item 7d. Data Centers.** Provide the number of data centers in which you store Texas HHS Confidential Information. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business. If none, answer "0" (zero).

Item #8. Number of unduplicated individuals for whom the Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year. Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.

Item #9. HIPAA Business Associate Agreement.

- **Item #9a.** Answer "Yes" if your business will use, disclose, create, receive, transmit, or store information relating to a client/consumer's healthcare on behalf of the Department of State Health Services, the Department of Disability and Aging Services, or the Health and Human Services Commission for treatment, payment, or operation of Medicaid or Medicaid clients. If your contract does not include HIPAA covered information, respond "no." If "no," a compliance plan is not required.
- **Item #9b.** Answer "Yes" if your business has a notice of privacy practices (a document that explains how you protect and use a client/consumer's healthcare information) displayed either on a website (if one exists for your business) or in your place of business (if that location is open to clients/consumers or the public). If your contract does not include HIPAA covered information, respond "N/A."

Item #10. Subcontractors. If your business responded "0" to question 4 (number of subcontractors), Answer "N/A" to Items 10a and 10b to indicate not applicable.

- **Item #10a.** Answer "Yes" if your business requires that all subcontractors sign Attachment 1 of the DUA.
- **Item #10b.** Answer "Yes" if your business obtains Texas HHS approval before permitting subcontractors to handle Texas HHS Confidential Information on your business's behalf.

Item #11. Optional Insurance. Answer "yes" if applicant has optional insurance in place to provide coverage for a Breach or any

other situations listed in this question. If you are not required to have this optional coverage, answer "N/A" A compliance plan is not required.

SECTION B. PRIVACY RISK ANALYSIS AND ASSESSMENT

Reasonable and appropriate written Privacy and Security policies and procedures are required, even for sole proprietors who are the only employee, to demonstrate how your business will safeguard Texas HHS Confidential Information and respond in the event of a Breach of Texas HHS Confidential Information. To ensure that your business is prepared, all of the items below must be addressed in your written Privacy and Security policies and procedures.

Item #1. Answer "Yes" if you have written policies in place for each of the areas (a-o).

- **Item #1a.** Answer "yes" if your business has written policies and procedures that identify everyone, including subcontractors, who are authorized to use Texas HHS Confidential Information. The policies and procedures should also identify the reason why these Authorized Users need to access the Texas HHS Confidential Information and this reason must align with the Authorized Purpose described in the Scope of Work or description of services in the Base Contract with the Texas HHS agency.
- **Item #1b.** Answer "Yes" if your business has written policies and procedures that require your employees (including yourself), your volunteers, your trainees, and any other persons whose work you direct, to comply with the requirements of HIPAA, if applicable, and other confidentiality laws as they relate to your handling of Texas HHS Confidential Information. Refer to the laws and rules that apply, including those referenced in the DUA and Scope of Work or description of services in the Base Contract.
- **Item #1c.** Answer "Yes" if your business has written policies and procedures that limit the Texas HHS Confidential Information you disclose to the minimum necessary for your workforce and subcontractors (if applicable) to perform the obligations described in the Scope of Work or service description in the Base Contract. (e.g., if a client/consumer's Social Security Number is not required for a workforce member to perform the obligations described in the Scope of Work or service description in the Base Contract, then the Social Security Number will not be given to them.) If you are the only employee for your business, policies and procedures must not include a request for, or use of, Texas HHS Confidential Information that is not required for performance of the services.
- **Item #1d.** Answer "Yes" if your business has written policies and procedures that explain how your business would respond to an actual or suspected breach of Texas HHS Confidential Information. The written policies and procedures, at a minimum, must include the three items below. If any response to the three items below are no, answer "no."
 - **Item #1di.** Answer "Yes" if your business has written policies and procedures that require your business to immediately notify Texas HHS, the Texas HHS Agency, regulatory authorities, or other required Individuals or Authorities of a Breach as described in Article 4, Section 4 of the DUA.
 - Refer to Article 4, Section 4.01:
 - Initial Notice of Breach** must be provided in accordance with Texas HHS and DUA requirements with as much information as possible about the Event/Breach and a name and contact who will serve as the single point of contact with HHS both on and off business hours. Time frames related to Initial Notice include:
 - within one hour of Discovery of an Event or Breach of Federal Tax Information, Social Security Administration Data, or Medicaid Client Information
 - within 24 hours of all other types of Texas HHS Confidential Information **48-hour Formal Notice** must be provided no later than 48 hours after Discovery for protected health information, sensitive personal information or other non-public information and must include applicable information as referenced in Section 4.01 (C) 2. of the DUA.
 - **Item #1dii.** Answer "Yes" if your business has written policies and procedures require you to have and follow a written breach response plan as described in Article 4 Section 4.02 of the DUA.
 - **Item #1diii.** Answer "Yes" if your business has written policies and procedures require you to notify Reporting Authorities and Individuals whose Texas HHS Confidential Information has been breached as described in Article 4 Section 4.03 of the DUA.
- **Item #1e.** Answer "Yes" if your business has written policies and procedures requiring annual training of your entire workforce on matters related to confidentiality, privacy, and security, stressing the importance of promptly reporting any Event or Breach, outlines the process that you will use to require attendance and track completion for employees who failed to complete annual training.

- **Item #1f.** Answer "Yes" if your business has written policies and procedures requiring you to allow individuals (clients/consumers) to access their individual record of Texas HHS Confidential Information, and allow them to amend or correct that information, if applicable.
- **Item #1g.** Answer "Yes" if your business has written policies and procedures restricting access to Texas HHS Confidential Information to only persons who have been authorized and trained on how to handle Texas HHS Confidential Information
- **Item #1h.** Answer "Yes" if your business has written policies and procedures requiring sanctioning of any subcontractor, employee, trainee, volunteer, or anyone whose work you direct when they have accessed Texas HHS Confidential Information but are not authorized to do so, and that you have a method of proving that you have sanctioned such an individual. If you are the only employee, you must demonstrate how you will document the noncompliance, update policies and procedures if needed, and seek additional training or education to prevent future occurrences.
- **Item #1i.** Answer "Yes" if your business has written policies and procedures requiring you to update your policies within 60 days after you have made changes to how you use or disclose Texas HHS Confidential Information.
- **Item #1j.** Answer "Yes" if your business has written policies and procedures requiring you to restrict attempts to take de-identified data and re-identify it or restrict any subcontractor, employee, trainee, volunteer, or anyone whose work you direct, from contacting any individuals for whom you have Texas HHS Confidential Information except to perform obligations under the contract, or with written permission from Texas HHS.
- **Item #1k.** Answer "Yes" if your business has written policies and procedures prohibiting you from using, disclosing, creating, maintaining, storing or transmitting Texas HHS Confidential Information outside of the United States.
- **Item #1l.** Answer "Yes" if your business has written policies and procedures requiring your business to cooperate with HHS agencies or federal regulatory entities for inspections, audits, or investigations related to compliance with the DUA or applicable law.
- **Item #1m.** Answer "Yes" if your business has written policies and procedures requiring your business to use appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information. Policies and procedures should comply with Texas HHS requirements for retention of records and methods of disposal.
- **Item #1n.** Answer "Yes" if your business has written policies and procedures prohibiting the publication of the work you created or performed on behalf of Texas HHS pursuant to the DUA, or other Texas HHS Confidential Information, without express prior written approval of the HHS agency.

Item #2. Answer "Yes" if your business has a current training program that meets the requirements specified in the SPI for you, your employees, your subcontractors, your volunteers, your trainees, and any other persons under your direct supervision.

Item #3. Answer "Yes" if your business has privacy safeguards to protect Texas HHS Confidential Information as described in the SPI.

Item #4. Answer "Yes" if your business maintains current lists of persons in your workforce, including subcontractors (if applicable), who are authorized to access Texas HHS Confidential Information. If you are the only person with access to Texas HHS Confidential Information, please answer "yes."

Item #5. Answer "Yes" if your business and subcontractors (if applicable) monitor for and remove from the list of Authorized Users, members of the workforce who are terminated or are no longer authorized to handle Texas HHS Confidential Information. If you are the only one with access to Texas HHS Confidential Information, please answer "Yes."

SECTION C. SECURITY RISK ANALYSIS AND ASSESSMENT

This section is about your electronic systems. If you DO NOT store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal computer, mobile device, database, server, etc.), select the "No Electronic Systems" box and respond "Yes" for all questions in this section.

Item #1. Answer "Yes" if your business does not "offshore" or use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information outside of the United States. If you are not certain, contact your provider of technology services (application, cloud, data center, network, etc.) and request confirmation that they do not offshore their data.

- Item #2.** Answer "Yes" if your business uses a person or company who is knowledgeable in IT security to maintain or oversee the configurations of your business's computing systems and devices. You may be that person, or you may hire someone who can provide that service for you.
- Item #3.** Answer "Yes" if your business monitors and manages access to Texas HHS Confidential Information (i.e., reviews systems to ensure that access is limited to Authorized Users; has formal processes for granting, validating, and reviews the need for remote access to Authorized Users to Texas HHS Confidential Information, etc.). If you are the only employee, answer "Yes" if you have implemented a process to periodically evaluate the need for accessing Texas HHS Confidential Information to fulfill your Authorized Purposes.
- Item #4.** Answer "Yes" if your business has implemented a system for changing the password a system initially assigns to the user (also known as the default password), and requires users to change their passwords at least every 90 days, and prohibits the creation of weak passwords for all computer systems that access or store Texas HHS Confidential Information (e.g., a strong password has a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numbers, where possible). If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example: <https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/password-policy>
- Item #5.** Answer "Yes" if your business assigns a unique user name and private password to each of your employees, your subcontractors, your volunteers, your trainees and any other persons under your direct control who will use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information.
- Item #6.** Answer "Yes" if your business locks the access after a certain number of failed attempts to login and after 15 minutes of user inactivity on all computing devices that access or store Texas HHS Confidential Information. If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example: <https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/account-lockout-policy>
- Item #7.** Answer "Yes" if your business secures, manages, and encrypts remote access, such as: using Virtual Private Network (VPN) software on your home computer to access Texas HHS Confidential Information that resides on a computer system at a business location or, if you use wireless, ensuring that the wireless is secured using a password code. If you do not access systems remotely or over wireless, answer "Yes."
- Item #8.** Answer "Yes" if your business updates the computer security settings for all your computers and electronic systems that access or store Texas HHS Confidential Information to prevent hacking or breaches (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit opportunities for hackers or intruders to access your system). For example, Microsoft's Windows security checklist: <https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/how-to-configure-security-policy-settings>
- Item #9.** Answer "Yes" if your business secures physical access to computer, paper, or other systems containing Texas HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.). If you are the only employee and use these practices for your business, answer "Yes."
- Item #10.** Answer "Yes" if your business uses encryption products to protect Texas HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WiFi, etc.) or that is stored on a computer system that is physically or electronically accessible to the public (FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.) For more information regarding FIPS 140-2 encryption products, please refer to: <http://csrc.nist.gov/publications/fips>.
- Item #11.** Answer "Yes" if your business stores Texas HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can produce evidence of the encryption, such as, a screen shot or a system report (FIPS 140-2 encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data). For more information regarding FIPS 140-2 validated encryption products, please refer to: <http://csrc.nist.gov/publications/fips>. If you do not utilize end-user electronic devices for storing Texas HHS Confidential Information, answer "Yes."

Item #12. Answer "Yes" if your business requires employees, volunteers, trainees and other workforce members to sign a document that clearly outlines their responsibilities for protecting Texas HHS Confidential Information and associated systems containing Texas HHS Confidential Information before they can obtain access. If you are the only employee answer "Yes" if you have signed or are willing to sign the DUA, acknowledging your adherence to requirements and responsibilities.

Item #13. Answer "Yes" if your business is willing to perform a criminal background check on employees, subcontractors, volunteers, or trainees who access Texas HHS Confidential Information. If you are the only employee, answer "Yes" if you are willing to submit to a background check.

Item #14. Answer "Yes" if your business prohibits the access, creation, disclosure, reception, transmission, maintenance, and storage of Texas HHS Confidential Information on Cloud Services or social media sites if you use such services or sites, and there is a Texas HHS approved subcontractor agreement that includes compliance and liability clauses with the same requirements as the Applicant/Bidder. If you do not utilize Cloud Services or media sites for storing Texas HHS Confidential Information, answer "Yes."

Item #15. Answer "Yes" if your business keeps current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:
<https://portal.msrc.microsoft.com/en-us/>

Item #16. Answer "Yes" if your business's computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information contain up-to-date anti-malware and antivirus protection. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:
<https://docs.microsoft.com/en-us/windows/security/threat-protection/>

Item #17. Answer "Yes" if your business reviews system security logs on computing systems that access or store Texas HHS Confidential Information for abnormal activity or security concerns on a regular basis. If you use a Microsoft Windows system, refer to the Microsoft website for ensuring your system is logging security events, see example:
<https://docs.microsoft.com/en-us/windows/security/threat-protection/auditing/basic-security-audit-policies>

Item #18. Answer "Yes" if your business disposal processes for Texas HHS Confidential Information ensures that Texas HHS Confidential Information is destroyed so that it is unreadable or undecipherable. Simply deleting data or formatting the hard drive is not enough; ensure you use products that perform a secure disk wipe. Please see NIST SP 800-88 R1, *Guidelines for Media Sanitization* and the applicable laws and regulations for the information type for further guidance.

Item #19. Answer "Yes" if your business ensures that all public facing websites and mobile applications containing HHS Confidential Information meet security testing standards set forth within the Texas Government Code (TGC), Section 2054.516

SECTION D. SIGNATURE AND SUBMISSION

Click on the signature area to digitally sign the document. Email the form as an attachment to the appropriate Texas HHS Contract Manager.

**DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES SYSTEM
AND
CONTRACTOR**

This Data Use Agreement (“DUA”) is effective as of the date of the Base Contract into which it is incorporated (“Effective Date”), by and between the Texas Health and Human Services System, which includes the Texas Health and Human Services Commission and the Department of State Health Services (“HHS”) and Contractor (the “Base Contract”).

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate access to, creation, receipt, maintenance, use, disclosure or transmission of Confidential Information with Contractor, and describe Contractor’s rights and obligations with respect to the Confidential Information and the limited purposes for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information. This DUA also describes HHS’s remedies in the event of Contractor’s noncompliance with its obligations under this DUA. This DUA applies to both HHS business associates, as “business associate” is defined in the Health Insurance Portability and Accountability Act (HIPAA), and contractors who are not business associates, who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract. As a best practice, HHS requires its contractors to comply with the terms of this DUA to safeguard all types of Confidential Information.

As of the Effective Date of this DUA, if any provision of the Base Contract conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the following meanings:

“**Authorized Purpose**” means the specific purpose or purposes described in the Base Contract for Contractor to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“**Authorized User**” means a person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom Contractor warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“**Breach**” means an impermissible use or disclosure of electronic or non-electronic sensitive personal information by an unauthorized person or for an unauthorized purpose that compromises the security or

privacy of Confidential Information such that the use or disclosure poses a risk of reputational harm, theft of financial information, identity theft, or medical identity theft. Any acquisition, access, use, disclosure or loss of Confidential Information other than as permitted by this DUA shall be presumed to be a Breach unless Contractor demonstrates, based on a risk assessment, that there is a low probability that the Confidential Information has been compromised.

“Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Education records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 C.F.R. Part 99
- (2) Federal Tax Information as defined in Internal Revenue Code §6103 and Internal Revenue Service Publication 1075;
- (3) Personal Identifying Information (PII) as defined in Texas Business and Commerce Code, Chapter 521;
- (4) Protected Health Information (PHI) in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information as defined in 45 C.F.R. §160.103;
- (5) Sensitive Personal Information (SPI) as defined in Texas Business and Commerce Code, Chapter 521;
- (6) Social Security Administration Data, including, without limitation, Medicaid information means disclosures of information made by the Social Security Administration or the Centers for Medicare and Medicaid Services from a federal system of records for administration of federally funded benefit programs under the Social Security Act, 42 U.S.C., Chapter 7;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Destroy”, “Destruction”, for Confidential Information, means:

- (1) Paper, film, or other hard copy media have been shredded or destroyed such that the Confidential Information cannot be read or otherwise cannot be reconstructed. Redaction is specifically excluded as a means of data destruction.
- (2) Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization," such that the Confidential Information cannot be retrieved.

“Discover, Discovery” means the first day on which a Breach becomes known to Contractor, or, by exercising reasonable diligence would have been known to Contractor.

“Legally Authorized Representative” of an individual, including as provided in 45 CFR 435.923 (authorized representative); 45 CFR 164.502(g)(1) (personal representative); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164 (medical power of attorney); and Texas Estates Code § 22.031 (representative).

“Required by Law” means a mandate contained in law that compels an entity to use or disclose Confidential Information that is enforceable in a court of law, including court orders, warrants, subpoenas or investigative demands.

“Subcontractor” means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

“Workforce” means employees, volunteers, trainees or other persons whose performance of work is under the direct control of a party, whether or not they are paid by that party.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 Obligations of Contractor

Contractor agrees that:

- (A) **With respect to PHI, Contractor shall:**
- (1) Make PHI available in a designated record set if requested by HHS, if Contractor maintains PHI in a designated record set, as defined in HIPAA.
 - (2) Provide to HHS data aggregation services related to the healthcare operations Contractor performs for HHS pursuant to the Base Contract, if requested by HHS, if Contractor provides data aggregation services as defined in HIPAA.
 - (3) Provide access to PHI to an individual who is requesting his or her own PHI, or such individual's Legally Authorized Representative, in compliance with the requirements of HIPAA.
 - (4) Make PHI available to HHS for amendment, and incorporate any amendments to PHI that HHS directs, in compliance with HIPAA.
 - (5) Document and make available to HHS, an accounting of disclosures in compliance with the requirements of HIPAA.
 - (6) If Contractor receives a request for access, amendment or accounting of PHI by any individual, promptly forward the request to HHS or, if forwarding the request would violate HIPAA, promptly notify HHS of the request and of Contractor's response. HHS will respond to all such requests, unless Contractor is Required by Law to respond or HHS has given prior written consent for Contractor to respond to and account for all such requests.

(B) **With respect to ALL Confidential Information, Contractor shall:**

- (1) Exercise reasonable care and no less than the same degree of care Contractor uses to protect its own confidential, proprietary and trade secret information to prevent Confidential Information from being used in a manner that is not expressly an Authorized Purpose or as Required by Law. Contractor will access, create, maintain, receive, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses.

(2) Establish, implement and maintain appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, in accordance with applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as Contractor has such Confidential Information in its actual or constructive possession.

(3) Implement, update as necessary, and document privacy, security and Breach notice policies and procedures and an incident response plan to address a Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Base Contract. Contractor shall produce, within three business days of a request by HHS, copies of its policies and procedures and records relating to the use or disclosure of Confidential Information.

(4) Obtain HHS's prior written consent to disclose or allow access to any portion of the Confidential Information to any person, other than Authorized Users, Workforce or Subcontractors of Contractor who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Breach to Contractor's management and as permitted in Section 3.01(A)(3), above. Contractor shall produce evidence of completed training to HHS upon request. HHS, at its election, may assist Contractor in training and education on specific or unique HHS processes, systems and/or requirements. All of Contractor's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources.

(5) Establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. Contractor shall maintain evidence of sanctions and produce it to HHS upon request.

(6) Obtain prior written approval of HHS, to disclose or provide access to any Confidential Information on the basis that such act is Required by Law, so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, Contractor shall refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief.

(7) Certify that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose and that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. Contractor and its Subcontractors shall maintain at all times an updated, complete, accurate list of Authorized Users and supply it to HHS upon request.

(8) Provide, and shall cause its Subcontractors and agents to provide, to HHS periodic written confirmation of compliance with controls and the terms and conditions of this DUA.

(9) Return to HHS or Destroy, at HHS's election and at Contractor's expense, all Confidential Information received from HHS or created or maintained by Contractor or any of Contractor's agents or Subcontractors on HHS's behalf upon the termination or expiration of this DUA, if reasonably feasible and permitted by law. Contractor shall certify in writing to HHS that all such Confidential Information has been Destroyed or returned to HHS, and that Contractor and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, Contractor acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is

impermissible by law, Contractor shall immediately notify HHS of the reasons such return or Destruction is not feasible and agree to extend the protections of this DUA to the Confidential Information for as long as Contractor maintains such Confidential Information.

(10) Complete and return with the Base Contract to HHS, attached as Attachment 2 to this DUA, the HHS Security and Privacy Initial Inquiry (SPI) at <https://hhs.texas.gov/laws-regulations/forms/miscellaneous/hhs-information-security-privacy-initial-inquiry-spi>. The SPI identifies basic privacy and security controls with which Contractor must comply to protect Confidential Information. Contractor shall comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information Contractor creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. Contractor's security controls shall be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. Contractor shall update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and shall provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements.

(11) Comply with the HHS Acceptable Use Policy (AUP) and require each Subcontractor and Workforce member who has direct access to HHS Information Resources, as defined in the AUP, to execute an HHS Acceptable Use Agreement.

(12) Only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or encryption at an appropriate level as required by rule, regulation or law. Confidential Information at rest requires encryption unless there is adequate administrative, technical, and physical security as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information shall be through secure systems. Contractor shall provide proof of system, media or device security and/or encryption to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit, or the Discovery of a Breach. HHS may also request production of proof of security at other times as necessary to satisfy state and federal monitoring requirements. Deidentification of Confidential Information in accordance with HIPAA de-identification standards is deemed secure.

(13) Designate and identify a person or persons, as Privacy Official and Information Security Official, each of whom is authorized to act on behalf of Contractor and is responsible for the development and implementation of the privacy and security requirements in this DUA. Contractor shall provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. Upon written notice from HHS, Contractor shall promptly remove and replace such official(s) if such official(s) is not performing the required functions.

(14) Make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, Confidential Information in accordance with applicable laws, regulations or demands of a regulatory authority relating to Confidential Information. Contractor shall provide such information in a time and manner reasonably agreed upon or as designated by the applicable law or regulatory authority.

(15) Comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
 - The Privacy Act of 1974;
 - OMB Memorandum 17-12;
 - The Federal Information Security Management Act of 2002 (FISMA);
 - The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
 - Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
 - National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
 - NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
 - NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
 - NIST Special Publication 800-88, Guidelines for Media Sanitization;
 - NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI;
 - Family Educational Rights and Privacy Act
 - Texas Business and Commerce Code Chapter 521
 - Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that Contractor supports on behalf of HHS.
- (16) Be permitted to use or disclose Confidential Information for the proper management and administration of Contractor or to carry out Contractor’s legal responsibilities, except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, if:
- (a) Disclosure is Required by Law;
 - (b) Contractor obtains reasonable assurances from the person to whom the information is disclosed that the person shall:
 1. Maintain the confidentiality of the Confidential Information in accordance with this DUA;
 2. Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the person; and
 3. Notify Contractor in accordance with Section 4.01 of a Breach of Confidential Information that the person Discovers or should have Discovered with the exercise of reasonable diligence.

(C) With respect to ALL Confidential Information, Contractor shall NOT:

(1) Attempt to re-identify or further identify Confidential Information that has been deidentified or attempt to contact any persons whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS.

(2) Engage in prohibited marketing or sale of Confidential Information.

(3) Permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of HHS without requiring that Subcontractor first execute either the Form Subcontractor Agreement, Attachment I, or Contractor's own Subcontractor agreement that ensures that the Subcontractor shall comply with the same safeguards and restrictions contained in this DUA for Confidential Information. Contractor is directly responsible for its Subcontractors' compliance with, and enforcement of, this DUA.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Cooperation and Financial Responsibility.

(A) Contractor shall, at Contractor's expense, cooperate fully with HHS in investigating, mitigating to the extent practicable, and issuing notifications as directed by HHS, for any Breach of Confidential Information.

(B) Contractor shall make Confidential Information in Contractor's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach.

(C) Contractor's obligation begins at the Discovery of a Breach and continues as long as related activity continues, until all effects of the Breach are mitigated to HHS's satisfaction (the "incident response period").

Section 4.02. Initial Breach Notice.

For federal information *obtained from a federal system of records*, including Federal Tax Information and Social Security Administration Data (which includes Medicaid and other governmental benefit program Confidential Information), Contractor shall notify HHS of the Breach within the first consecutive clock hour of Discovery. The Base Contract shall specify whether Confidential Information is obtained from a federal system of records. For all other types of Confidential Information Contractor shall notify HHS of the Breach not more than 24 hours after Discovery, or in a *timeframe otherwise approved by HHS in writing*. Contractor shall initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for the Base Contract.

Contractor shall report all information reasonably available to Contractor about the Breach.

Contractor shall provide contact information to HHS for Contractor's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

Section 4.03 Third Business Day Notice: No later than 5 p.m. on the third business day after Discovery, or a time within which Discovery reasonably should have been made by Contractor of a Breach of Confidential Information, Contractor shall provide written notification to HHS of all reasonably available information about the Breach, and Contractor's investigation, including, to the extent known to Contractor: a. The date the Breach occurred;

- b. The date of Contractor's and, if applicable, Subcontractor's Discovery;
- c. A brief description of the Breach, including how it occurred and who is responsible (or hypotheses, if not yet determined);
- d. A brief description of Contractor's investigation and the status of the investigation;
- e. A description of the types and amount of Confidential Information involved;
- f. Identification of and number of all individuals reasonably believed to be affected, including first and last name of the individual and if applicable, the Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method;
- g. Contractor's initial risk assessment of the Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;
- h. Contractor's recommendation for HHS's approval as to the steps individuals and/or Contractor on behalf of individuals, should take to protect the individuals from potential harm, including Contractor's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an individual with special capacity or circumstances;
- i. The steps Contractor has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);
- j. The steps Contractor has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Breach;
- k. Identify, describe or estimate of the persons, Workforce, Subcontractor, or individuals and any law enforcement that may be involved in the Breach;
- l. A reasonable schedule for Contractor to provide regular updates regarding response to the Breach, but no less than every three (3) business days, or as otherwise directed by HHS in writing, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and
- m. Any reasonably available, pertinent information, documents or reports related to a Breach that HHS requests following Discovery.

Section 4.04. Investigation, Response and Mitigation.

- (A) Contractor shall immediately conduct a full and complete investigation, respond to the Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.
- (B) Contractor shall complete or participate in a risk assessment as directed by HHS following a Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

- (C) Contractor shall fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, persons and/or individuals about the Breach.
- (D) Contractor shall fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.05. Breach Notification to Individuals and Reporting to Authorities.

- (A) HHS may direct Contractor to provide Breach notification to individuals, regulators or third-parties, as specified by HHS following a Breach.
- (B) Contractor must comply with all applicable legal and regulatory requirements in the time, manner and content of any notification to individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. Notice letters will be in Contractor's name and on Contractor's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of Contractor's representative, an email address and a toll-free telephone number, for the individual to obtain additional information.
- (C) Contractor shall provide HHS with draft notifications for HHS approval prior to distribution and copies of distributed and approved communications.
- (D) Contractor shall have the burden of demonstrating to the satisfaction of HHS that any required notification was timely made. If there are delays outside of Contractor's control, Contractor shall provide written documentation to HHS of the reasons for the delay.
- (E) If HHS directs Contractor to provide notifications, HHS shall, in the time and manner reasonably requested by Contractor, cooperate and assist with Contractor's information requests in order to make such notifications.

ARTICLE 5. GENERAL PROVISIONS

Section 5.01 Ownership of Confidential Information

Contractor acknowledges and agrees that the Confidential Information is and shall remain the property of HHS. Contractor agrees it acquires no title or rights to the Confidential Information.

Section 5.02 HHS Commitment and Obligations

HHS will not request Contractor to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 5.03 HHS Right to Inspection

At any time upon reasonable notice to Contractor, or if HHS determines that Contractor has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of Contractor to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General, the Office of the Attorney General of Texas, the State Auditor's Office, outside consultants, legal counsel or other designee.

Section 5.04 **Term; Termination of DUA; Survival**

This DUA will be effective on the date on which Contractor executes the Base Contract and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended, this DUA is extended to run concurrent with the Base Contract.

(A) If HHS determines that Contractor has violated a material term of this DUA; HHS may in its sole discretion:

- (1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
- (2) Require Contractor to submit to a corrective action plan, including a plan for monitoring and plan for reporting as HHS may determine necessary to maintain compliance with this DUA; or
- (3) Provide Contractor with a reasonable period to cure the violation as determined by HHS; or
- (4) Terminate the DUA and Base Contract immediately and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to Contractor describing the violation and the action it intends to take.

(B) If neither termination nor cure is feasible, HHS shall report the violation to the applicable regulatory authorities.

(C) The duties of Contractor or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 5.05 **Injunctive Relief**

(A) Contractor acknowledges and agrees that HHS may suffer irreparable injury if Contractor or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) Contractor further agrees that monetary damages may be inadequate to compensate HHS for Contractor's or its Subcontractor's failure to comply. Accordingly, Contractor agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 5.06 **Indemnification**

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, Contractor shall indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of HHS' Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by Contractor or its employees, directors, officers,

Subcontractors, or agents or other members of Contractor's Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure. Upon demand, Contractor shall reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including costs of required notices, investigation, and mitigation of a Breach, fines or penalties imposed on an Indemnified Party by a regulatory authority, and reasonable attorneys' fees) which may be imposed upon any Indemnified Party to the extent caused by and which results from the Contractor's failure to meet any of its obligations under this DUA. Contractor's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 5.07 Insurance

(A) As a governmental entity, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will either require that the policy name HHS as an additional insured or assign any payments from the insurer related to CONTRACTOR's liability arising under this DUA directly to HHS. HHS reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) Contractor shall provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 5.08 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 5.09 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to any law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or Contractor remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and Contractor to comply with laws applicable to Confidential Information.

Section 5.10 Notices; Requests for Approval

All notices and requests for approval related to this DUA must be directed to the HHS Chief Privacy Officer at privacy@hhsc.statc.tx.us.

Indirect Cost Rate Questionnaire

The Indirect Cost Rate Questionnaire (ICRQ) is required to initiate the indirect cost rate process. Organizations may choose to waive indirect costs, request the De Minimis, inform HHS of an existing Federal or State Negotiated Indirect Cost Rate, or negotiate an indirect cost rate directly with Texas HHS Federal Funds Indirect Cost Rate Group. All questions must be answered unless instructed to skip forward. This form and any requested attachments must be submitted through the Indirect Cost Rate Group Landing Page or with the Request For Application response. **Indirect Cost Rate Group Landing Page Link:** <https://itlhs.my.salesforce-sites.com/TXHHSICRGLandingPage>

Section 1. Grantee Information	
Legal Name of Entity: Tarrant County	Organization Fiscal Year End Date: September 30
Texas Identification Number (TIN): 17560011706	Unique Entity ID(assigned by sam.gov): DBH1UNN8U5J3
Street Address : 100 E. Weatherford Ste 506	City, State,9-digit zip code:Fort Worth, TX, 76196
Primary Contact Name:Kimberly M. Buchanan	P. Contact Title: Tarrant County Auditor
Primary Contact Phone: 8178841022	P. Contact E-mail:auditorbuchanan@tarrantcountytx.gov
Secondary Contact Name: Juanita Mendoza	S. Contact Title: Grants Manager
Secondary Contact Phone: 8178841022	S. Contact Email:jcmendoza@tarrantcountytx.gov
Section 2. State of Texas Grant History	
1. Has the organization ever received a grant from a State of Texas agency in the past?	
<input checked="" type="checkbox"/> Yes Using the check boxes below, indicate whether the underlying funds were from a Federal entity, State entity, or both.	<input type="checkbox"/> No
<input type="checkbox"/> Federal <input type="checkbox"/> State <input checked="" type="checkbox"/> Both	

Section 3. Request of <i>de minimis</i> Indirect Cost Rate	
If eligible, would the organization like to request the <i>de minimis</i> Indirect Cost Rate?	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Section 4. Request Reimbursement for Indirect Costs	
If eligible, does the organization wish to request reimbursement for indirect costs?	
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<p>The organization has indicated that indirect costs reimbursement from HHS is not applicable at this time for all HHS System Contracts. No further information is needed.</p> <p style="text-align: right;">Skip to Section 7. Signature</p>	
Section 5. Federal ICR Information	
1. Does the organization have a current ICR approved by any federal cognizant agency or a federally approved cost allocation plan?	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<p>Expiration Date:</p> <p>Include the federal approval letter when submitting this form.</p> <p style="text-align: right;">Skip to Section 7. Signature</p>	

Section 5. Federal ICR Information (cont.)

2. Has the organization had an ICR approved by any federal cognizant agency or a federally approved cost allocation plan **in the past?**

Yes

No

Include the most recent expired federal approval letter when submitting this form.

3. Is the organization applying for a new federal indirect cost rate or seeking a new federally approved cost allocation plan?

Yes

No

Proceed to Section 6: State ICR Information

Section 6. State of Texas ICR Information

1. Does the organization have a **current** ICR approved by any State of Texas agency?

Yes

No

Expiration Date: 09/30/2026

Include the State approval letter when submitting this form.

Skip to Section 7. Signature

Section 6. State ICR Information (cont.)

2. Has the organization had an ICR approved by any State of Texas agency **in the past?**

Yes

No

Include the most recent expired State approval letter when submitting this form.

3. Is any State of Texas agency **currently** reimbursing the organization for indirect costs?

Yes

No

List the most recent State of Texas agencies that are reimbursing your organization for indirect costs.
Texas Department of Family and Protective Services, Health and Human Services

4. Has any State of Texas agency reimbursed the organization for indirect costs on any grant award **in the past?**

Yes

No

List the most recent State of Texas agencies that reimbursed your organization for indirect costs in the past.
Texas Department of Family and Protective Services, Health and Human Services

Section 7. Signature of Organization Representative

Printed Name: Kimberly M. Buchanan, CPA

Signature: *Kimberly M. Buchanan*

Title: Tarrant County Auditor

Date of Execution: 3/13/24

FORM C
FINANCIAL MANAGEMENT AND ADMINISTRATIVE QUESTIONNAIRE

Legal Business Name of Applicant:	Tarrant County
Service Delivery Area:	Tarrant County

Introduction

By accepting an award from the Texas Health and Human Services Commission (HHSC), the organization and the Board of Directors or other oversight authority accept responsibility for complying with the management and administration of programmatic, financial, and reporting requirements of the award. Communication and coordination between the organization's program implementation staff and financial staff is essential for the success of the Project being funded by the award. It is critical that staff responsible for the programmatic and accounting functions are aware of the financial and administrative requirements applicable to grants and subgrants. Key personnel within the organization should be identified and assigned responsibilities for the programmatic, financial, and administrative requirements applicable to the HHSC award.

All HHSC Grantees are required to have a financial management system in place that meets federal and State standards for expending and accounting for the funds received under the award. Documents and records must be maintained that identify the receipt and expenditure of funds separately for each HHSC grant agreement. The system must be able to capture and report expenditures by the budget cost categories for each HHSC grant agreement. This requires establishing within the chart of accounts and general ledger a separate set of accounts for each HHSC grant agreement. All financial reports should be prepared with information that comes directly from the organization's accounting system. There should be a reconciliation of the information that is reported to amounts recorded in the accounting system. To ensure the fiscal integrity of accounting records, Grantee must use an accounting system that does not permit overwrite or erasure of transactions posted to the general ledger.

FINANCIAL AND ADMINISTRATIVE REQUIREMENTS

All Grantees must comply with applicable cost principles, audit requirements, and administrative requirements in **Exhibit B, HHS Uniform Terms and Conditions – Grant, Version 3.5, Effective September 2024.**

ACCOUNTING SYSTEM

The type of accounting system often depends on the size of the organization. Briefly describe the organization's accounting system including:

- A. Whether the accounting system is computerized, manual, or a combination of both;
- B. What different types of transactions (e.g., cash disbursements, cash receipts, revenues, and journal entries) are recorded and posted to the general ledger;
- C. When the organization closes its general ledger (e.g., monthly by the 10th of the following month); and
- D. How transactions are organized, maintained, and summarized in financial reports. If the accounting system is computerized, indicate the name/type.

The Tarrant County Accounting system is computerized using SAP accounting software. All financial transactions are recorded and posted to the general ledger in SAP. These include cash disbursements, cash receipts, revenues, and journal entries. Additionally, salaries and fringe benefits are posted to the GL through payroll processing. SAP ensures accurate and automated posting based on predefined rules. Our organization completes the general ledger close on a monthly basis, typically by the 10th of the following month for the prior period. This ensures all transactions are recorded, reconciled, and finalized for accurate financial reporting. SAP is used as our accounting system to record, organize, and maintain financial transactions. Transactions are categorized by type (e.g., cash disbursements, revenues, payroll) and posted to the general ledger. Financial reports are generated within SAP, summarizing transactions for analysis and compliance.

Answer each of the following questions with either “yes” or “no” by checking the respective box.

1. **Is the accounting system organized to allow an auditor to trace financial report balances through the general ledger and other summary ledgers/journals to each detail accounting transaction and supporting source documentation?**
 YES NO

2. **Does the accounting system have the capability of identifying the receipt and expenditures of program funds and program income separately for each HHSC Grant Agreement?**
 YES NO

3. **Does the accounting system provide for the recording of expenditures for each HHSC grant agreement by the budget cost categories shown in the proposed budget?**
 YES NO

4. **Does the accounting system provide for the segregation of direct and indirect expenses and the allocation of Indirect Costs?**
 YES NO

5. **Are time records (e.g., time sheets) maintained for all employees where their actual time/effort is recorded and specifically identified to a particular cost objective?**
 YES NO

6. Is the employees' time/effort that is recorded on the time record the source/basis of the calculation of salary/wage costs recorded in the general ledger for each cost objective?
- YES NO

GENERAL ADMINISTRATION & INTERNAL CONTROLS

1. Is the staff who will be responsible for the financial management of the award generally familiar with the existing regulations and guidelines containing the cost principles and financial administrative requirements applicable to State and federal grants?
- YES NO
2. Does the organization have written accounting policies and procedures?
- YES NO
3. Are generally accepted accounting principles followed for separation of duties regarding receipts and deposit of funds and payment of goods and services?
- YES NO
4. Are procedures in place with adequate controls to ensure that receipts and disbursements are authorized and appropriately documented?
- YES NO
5. Are all disbursements approved prior to payment?
- YES NO
6. Is there any additional review or special approval required for checks exceeding a specific dollar amount?
- YES NO
7. Are there written procedures and internal controls established for the procurement of goods and services?
- YES NO

8. Do purchase orders/requisitions require specific approvals from authorized individuals in the requesting department?
 YES NO
9. Are supporting documents (invoices, receipts, approvals, receiving reports, canceled checks, etc.) maintained for each disbursement and on file for easy location and retrieval?
 YES NO
10. Do supporting documents accompany checks for the check signer's signature?
 YES NO
11. Are supporting documents marked when paid to prevent reuse or duplication of payment?
 YES NO
12. Are invoices coded to identify allocation of payment by cost objective and sub-account?
 YES NO
13. Does the organization stay current with payments of its accounts payable, payroll taxes and other liabilities, loans, taxes, etc.?
 YES NO
14. As program income is to be used for program purposes, are there procedures and controls to ensure proper use, accountability, and allocation?
 YES NO
15. Does the organization have written personnel policies?
 YES NO
16. Does the organization's policy require individual daily time and attendance records for personnel (part-time, full-time, and/or in-kind volunteers)?

14. As program income is to be used for program purposes, are there procedures and controls to ensure proper use, accountability, and allocation?
 YES NO
15. Does the organization have written personnel policies?
 YES NO
16. Does the organization's policy require individual daily time and attendance records for personnel (part-time, full-time, and/or in-kind volunteers)?
 YES NO
17. Do procedures ensure that time and attendance reports can be specifically traced to costs recorded in the general ledger for each payroll period for each cost objective?
 YES NO
18. Does the organization have written job descriptions with set salary levels for each employee?
 YES NO
19. Does the organization have on file authorizations covering rates of pay, withholding, and deductions for each employee?
 YES NO

The Financial Management and Administrative Questionnaire must be signed by an authorized person who has either completed or reviewed the form and can attest to the accuracy of the information provided.

Approved by:

Print Name: Kimberly M. Buchanan

Signature: *Kimberly M. Buchanan*

Title: Tarrant County Auditor

Date: 2/13/16



TEXAS

Health and Human Services

Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.5

Published and Effective – September 2024

Responsible Office: Chief Counsel

ABOUT THIS DOCUMENT

In this document, Grantees (also referred to in this document as subrecipients or contractors) will find requirements and conditions applicable to grant funds administered and passed through by both the Texas Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). These requirements and conditions are incorporated into the Grant Agreement through acceptance by Grantee of any funding award by HHSC or DSHS.

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules; the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Grant Agreement, unless a different definition is specified, or the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the Parties, which documents changes to the Grant Agreement.

“Contract” or “Grant Agreement” means the agreement entered into by the Parties, including the Signature Document, these Uniform Terms and Conditions, along with any attachments and amendments that may be issued by the System Agency.

“Deliverables” means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.

“DSHS” means the Department of State Health Services.

“Effective Date” means the date on which the Grant Agreement takes effect.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Grant Agreement. May also be referred to as “subrecipient” or “contractor” in this document.

“HHSC” means the Texas Health and Human Services Commission.

“Health and Human Services” or “HHS” includes HHSC and DSHS.

“Intellectual Property Rights” means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

- i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
- ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
- iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
- iv. domain name registrations; and
- v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Project” means specific activities of the Grantee that are supported by funds provided under this Grant Agreement.

“Signature Document” means the document executed by all Parties for this Grant Agreement.

“Solicitation,” “Funding Announcement” or “Request for Applications (RFA)” means the document (including all exhibits, attachments, and published addenda), issued by the System Agency under which applications for grant funds were requested, which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

“Solicitation Response” or “Application” means Grantee’s full and complete Solicitation response (including any attachments and addenda), which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas *Textravel*” means the Texas Comptroller of Public Accounts’ website relative to travel reimbursements under this Contract, if any.

“Statement of Work” means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement, and as may be amended.

“System Agency” means HHSC or DSHS, as applicable.

“Work Product” means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee’s performance of its duties under the Grant Agreement or through use of any funding provided under this Grant Agreement.

“Texas Grant Management Standards” or “TxGMS” means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

1.2 INTERPRETIVE PROVISIONS

- A. The meanings of defined terms include the singular and plural forms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts (including this Grant Agreement) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Grant Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- D. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
- E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
- F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
- G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
- H. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- I. Time is of the essence in this Grant Agreement.
- J. Prior to execution of the Grant Agreement, Grantee must notify System Agency’s designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission, or other error in the Grant Agreement prior to Grantee’s execution of the Grant Agreement, Grantee:
 - i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
 - ii. Shall not contest the interpretation by the System Agency of such provision(s).No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 TAXES

Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. System Agency shall not be liable for any taxes resulting from the Grant Agreement.

2.3 ANCILLARY AND TRAVEL EXPENSES

- A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee in connection with its provision of the services or deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance for each deliverable.
- B. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller’s *Texttravel* guidelines, which can currently be accessed at: <https://fmx.cpa.texas.gov/fmx/travel/texttravel/>

2.4 BILLING

Unless otherwise provided in the Grant Agreement, Grantee shall bill the System Agency in accordance with the Grant Agreement. Unless otherwise specified in the Grant Agreement, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.5 USE OF FUNDS

Grantee shall expend funds under this Grant Agreement only for approved services and for reasonable and allowable expenses directly related to those services.

2.6 USE FOR MATCH PROHIBITED

Grantee shall not use funds provided under this Grant Agreement for matching purposes in securing other funding without the written approval of the System Agency.

2.7 PROGRAM INCOME

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Grant Agreement.

2.8 NONSUPPLANTING

Grant funds must be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds that have been appropriated, allocated, or disbursed for the same purpose. System Agency may conduct Grant monitoring or audits may be conducted to review, among other things, Grantee's compliance with this provision.

2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable Grant Agreements. For subrecipients receiving federal funds, indirect cost rates will be determined in accordance with applicable law including, but not limited to, 2 CFR 200.414(f). For recipients receiving state funds, indirect costs will be determined in accordance with applicable law including, but not limited to, TxGMS. Grantees funded with blended federal and state funding will be subject to both state and federal requirements when determining indirect costs. In the event of a conflict between TxGMS and applicable federal law or regulation, the provisions of federal law or regulation will apply. Grantee will provide any necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and TxGMS.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

This Grant Agreement is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability and actual receipt by System Agency of state or federal funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Grant Agreement impossible or unnecessary, the Grant Agreement will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages that are caused or associated with such termination or cancellation, and System Agency will not be required to give prior notice. Additionally, System Agency will not be liable to Grantee for any remaining unpaid funds under this Grant Agreement at time of termination.

3.2 NO DEBT AGAINST THE STATE

This Grant Agreement will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBTS AND DELINQUENCIES

Grantee agrees that any payments due under the Grant Agreement shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support during the entirety of the Grant Agreement term.

3.4 REFUNDS AND OVERPAYMENTS

- A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.
- B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Grant Agreement.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

- A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the

- criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.
- B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Grant Agreement. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee's repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.
- C. OMB Circulars will be applied with the modifications prescribed by TxGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

- i. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement.
 - ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee may be subject to sanctions and remedies for non-compliance.
 - iii. If Grantee, within Grantee's fiscal year, expends federal funds awarded of at least \$750,000 for audit periods beginning before October 1, 2024 (beginning on or after October 1, 2024, at least \$1,000,000), Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.
 - iv. If Grantee, within Grantee's fiscal year, expends at least \$750,000 in state funds awarded or other amount specified in the TxGMS, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.
 - v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.
 - vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.
- B. Financial Statements.
- Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements for the audit period.

4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

A. Audits.

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:

- i. HHS portal at <https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau> or,
- ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements.

Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:

- i. HHS portal at <https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau>; or,
- ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 WARRANTY

Grantee warrants that all work under this Grant Agreement shall be completed in a manner consistent with standards under the terms of this Grant Agreement, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Grant Agreement; and all deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Grantee has failed to complete work timely or to perform satisfactorily under conditions required by this Grant Agreement, the System Agency may require Grantee, at its sole expense, to:

- i. Repair or replace all defective or damaged work;
- ii. Refund any payment Grantee received from System Agency for all defective or damaged work and, in conjunction therewith, require Grantee to accept the return of such work; and,
- iii. Take necessary action to ensure that Grantee's future performance and work conform to the Grant Agreement requirements.

5.2 GENERAL AFFIRMATIONS

Grantee certifies that, to the extent affirmations are incorporated into the Grant Agreement, the Grantee has reviewed the affirmations and that Grantee is in compliance with all requirements.

5.3 FEDERAL ASSURANCES

Grantee further certifies that, to the extent federal assurances are incorporated into the Grant Agreement, the Grantee has reviewed the federal assurances and that Grantee is in compliance with all requirements.

5.4 FEDERAL CERTIFICATIONS

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, the Grantee has reviewed the federal certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Grant Agreement.

5.5 STATE ASSURANCES

Except to the extent of any conflict under applicable law or requirements or guidelines of any federal awarding agency from which funding for this Grant Agreement originated, the Grantee must comply with the applicable state assurances included within the TxGMS which are incorporated here by reference.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

- A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
- B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
- C. Grantee agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
- D. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
- E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

6.2 GRANTEE'S PRE-EXISTING WORKS

- A. To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Grant Agreement ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works.
- B. Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.

- C. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 THIRD PARTY IP

- A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.
- B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.
- C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this Article VI, Intellectual Property.

6.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Grant Agreement or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Grant Agreement. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Grant Agreement without the prior written consent of System Agency.

6.6 SURVIVAL

The provisions and obligations of this Article survive any termination or expiration of the Grant Agreement.

6.7 SYSTEM AGENCY DATA

- A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.
- B. Grantee has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.

- C. For the avoidance of doubt, Grantee is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
- D. Grantee shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
- E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

- A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.
- B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
- C. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
- D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.
- E. During the time that State Property is in the possession of Grantee, Grantee shall be responsible for:
 - i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and
 - ii. all charges attributable to Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

7.2 DAMAGE TO STATE PROPERTY

- A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Grantee or Grantee's employees, agents, Subcontractors, or suppliers, Grantee shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
- B. Grantee shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Grantee shall reimburse System Agency and the State of Texas for such property damage within ten (10) calendar days after Grantee's receipt of System Agency's notice of amount due.

7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Grant Agreement is terminated for any reason or expires, State Property remains the property of the System Agency and must be returned to the System Agency by the earlier of the end date of the Grant Agreement or upon System Agency's request.

7.4 EQUIPMENT AND PROPERTY

All equipment and property acquired by Grantee, with funds awarded under this Grant Agreement, are subject to all applicable laws and governing authority including, but not limited to, applicable provisions of 2 CFR 200 and TxGMS. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

8.1 RECORD MAINTENANCE AND RETENTION

- A. Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives all information required to determine compliance with the terms and conditions of this Grant Agreement and all state and federal rules, regulations, and statutes. Grantee shall ensure these same requirements are included in all subcontracts.
- B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation, or disputes involving the Grant Agreement are resolved, whichever is later. Grantee shall ensure these same requirements are included in all subcontracts.

8.2 AGENCY'S RIGHT TO AUDIT

- A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas. Grantee shall ensure these same requirements are included in all subcontracts.
- B. In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Grant Agreement. Grantee shall permit the System Agency or any of its duly authorized federal, state, or local authorities unrestricted access to and the right to examine all external contracts and or pricing models or methodologies related to the Grant Agreement. Grantee shall ensure these same requirements are included in all subcontracts. If the Grant Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency

providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.

- C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of oversight, including, but not limited to, reviews, inspections, audits and investigations, Grantee shall produce original documents related to this Grant Agreement.
- D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings and payments related to the Grant Agreement, including those related to a Subcontractor.
- E. Grantee shall include the System Agency's and any of its duly authorized representatives', as well as duly authorized federal, state, or local authorities, unrestricted right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, inspection or investigation of the Grant Agreement and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the services, Grantee must provide to HHS upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Grant Agreement.
- C. Grantee shall include the requirement to provide to System Agency (and any of its duly authorized federal, state, or local authorities) internal audit reports related to this Grant Agreement in any Subcontract it awards. Upon request by System Agency, Grantee shall enforce this requirement against its Subcontractor. Further, Grantee shall include in any Subcontract it awards a requirement that all Subcontractor Subcontracts must also include these provisions.

8.4 STATE AUDITOR'S RIGHT TO AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Grantee shall ensure the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

8.5 CONFIDENTIALITY

Grantee shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This Article VIII will survive termination or expiration of this Grant Agreement. Further, the obligations of Grantee under this Article VIII will survive termination or expiration of this Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES

9.1 REMEDIES

- A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to the following:
- i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
 - ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
 - iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
 - iv. suspending all or part of the Grant Agreement;
 - v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
 - vi. recouping payments made by the System Agency to the Grantee found to be in error;
 - vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
 - viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is obtained;
 - ix. withholding release of new grant agreements; and
 - x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.
- B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.
- C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Grant Agreement, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

9.3 TERMINATION FOR CAUSE

- A. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Grant Agreement, in whole or in part, upon either of the following conditions:
- i. **Material Breach**
The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.
 - ii. **Failure to Maintain Financial Viability**
The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.
- B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Grant Agreement for cause, the Grantee shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute grantee and the cost of any claim or litigation attributable to Grantee's failure to perform any work in accordance with the terms of the Grant Agreement.

9.5 INHERENTLY RELIGIOUS ACTIVITIES

Grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may engage in inherently religious activities; however, these activities must be separate in time or location from the grant-funded program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. These requirements apply to all grantees, not just faith-based organizations.

9.6 POLITICAL ACTIVITIES

Grant funds cannot be used for the following activities:

- A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.
- B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.

- C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.
- D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

ARTICLE X. INDEMNITY

10.1 GENERAL INDEMNITY

- A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.
- B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.
- C. FOR THE AVOIDANCE OF DOUBT, SYSTEM AGENCY SHALL NOT INDEMNIFY GRANTEE OR ANY OTHER ENTITY UNDER THE GRANT AGREEMENT.

10.2 INTELLECTUAL PROPERTY

- GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:
- i. THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT;
 - ii. ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR
 - iii. SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT.

10.3 ADDITIONAL INDEMNITY PROVISIONS

- A. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.**
- B. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.**
- C. GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.**

ARTICLE XI. GENERAL PROVISIONS

11.1 AMENDMENTS

Except as otherwise expressly provided, the Grant Agreement may only be amended by a written Amendment executed by both Parties.

11.2 NO QUANTITY GUARANTEES

The System Agency makes no guarantee of volume or usage of work under this Grant Agreement. All work requested may be on an irregular and as needed basis throughout the Grant Agreement term.

11.3 CHILD ABUSE REPORTING REQUIREMENTS

- A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.**
- B. Grantee shall use the Texas Abuse Hotline Website located at <https://www.txabusehotline.org/Login/Default.aspx> as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.**

11.4 CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS

- A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:**

- i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
 - ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
 - iii. Applying to all employees and visitors in this designated area; and
 - iv. Providing for or referring its employees to tobacco use cessation services.
- B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

11.5 INSURANCE AND BONDS

Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

These and all other insurance requirements under the Grant apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

11.6 LIMITATION ON AUTHORITY

- A. Grantee shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
- B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement to:
 - i. Make public policy on behalf of the System Agency;
 - ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
 - iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or

the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Grantee shall comply with all laws, regulations, requirements, and guidelines applicable to a Grantee providing services and products required by the Grant Agreement to the State of Texas, as these laws, regulations, requirements, and guidelines currently exist and as amended throughout the term of the Grant Agreement. Notwithstanding Section 11.1, Amendments, above, System Agency reserves the right, in its sole discretion, to unilaterally amend the Grant Agreement to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.8 SUBCONTRACTORS

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges System Agency is in no manner liable to any subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

11.9 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Grant Agreement any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Grant Agreement. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Grant Agreement.

11.10 INDEPENDENT CONTRACTOR

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

11.11 GOVERNING LAW AND VENUE

The Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit

arising under the Grant Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.12 SEVERABILITY

If any provision contained in this Grant Agreement is held to be unenforceable by a court of law or equity, such construction will not affect the legality, validity, or enforceability of any other provision or provisions of this Grant Agreement. It is the intent and agreement of the Parties this Grant Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Agreement will continue in full force and effect.

11.13 SURVIVABILITY

Expiration or termination of the Grant Agreement for any reason does not release Grantee from any liability or obligation set forth in the Grant Agreement that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Grant Agreement, including without limitation the provisions regarding return of grant funds, audit requirements, records retention, public information, warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.14 FORCE MAJEURE

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

11.15 NO IMPLIED WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Grant Agreement shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 FUNDING DISCLAIMERS AND LABELING

- A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.

B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

11.17 MEDIA RELEASES

A. Grantee shall not use System Agency's name, logo, or other likeness in any press release, marketing material or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.

B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements, that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

11.19 SOVEREIGN IMMUNITY

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Grant 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. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

11.20 ENTIRE CONTRACT AND MODIFICATION

The Grant Agreement 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 Grant Agreement will be harmonized with this Grant Agreement to the extent possible.

11.21 COUNTERPARTS

This Grant Agreement may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Grant Agreement.

11.22 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement.

11.23 E-VERIFY PROGRAM

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- A. all persons employed to perform duties within Texas during the term of the Grant Agreement; and
- B. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Grant Agreement within the United States of America.

11.24 CIVIL RIGHTS

- A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
 - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Grant Agreement.
- B. Grantee 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. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor 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. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages 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.
- D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters>
- E. Grantee agrees to comply with Executive Order 13279, and its implementing 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 shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

- F. Upon request, Grantee shall provide HHSC’s Civil Rights Office with copies of the Grantee’s civil rights policies and procedures.
- G. Grantee must notify HHSC’s Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. 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:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885
Email: HHSCivilRightsOffice@hhsc.state.tx.us

11.25 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

Grantee shall conform to HHS standards for data management as described by the policies of the HHS Office of Data, Analytics, and Performance. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.26 DISCLOSURE OF LITIGATION

- A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or pending involving the Grantee. “Threatened litigation” as used herein shall include governmental investigations and civil investigative demands. “Litigation” as used herein shall include administrative enforcement actions brought by governmental agencies. The Grantee must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, “material” refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Grant Agreement or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the Grantee’s financial condition.
- B. This is a continuing disclosure requirement; any litigation commencing after Grant Agreement Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.27 NO THIRD PARTY BENEFICIARIES

The Grant Agreement is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Grant Agreement as a third-party beneficiary or otherwise.

11.28 BINDING EFFECT

The Grant Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.



TEXAS

Health and Human Services

Health and Human Services (HHS) Additional Provisions – Grant Funding Version 1.0 Effective: February 2021

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ADDITIONAL PROVISIONS

The terms and conditions of these Additional Provisions are incorporated into and made a part of the Grant Agreement. Terms included in these Additional Provisions and not otherwise defined have the meanings assigned to them in HHS Uniform Terms and Conditions, Exhibit B.

1. TURNOVER PLAN

System Agency, in its sole discretion, may require Grantee to develop and submit a Turnover Plan at any time during the term of the Grant Agreement. Grantee must submit the Turnover Plan to System Agency for review and approval. The Turnover Plan must describe Grantee's policies and procedures that will ensure:

- i. The least disruption in the implementation and performance of grant-funded activities during Turnover; and
- ii. Full cooperation with System Agency or its designee in transferring the performance and obligations of the Grant Agreement.

2. TURNOVER ASSISTANCE

Grantee will provide any assistance and actions reasonably necessary to enable System Agency or its designee to effectively close out the Grant Agreement and transfer the performance and obligations of the Grant Agreement to another Grantee or to System Agency if necessary. Grantee agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Grant Agreement and remains in effect until completed to the satisfaction of System Agency.

3. SERVICES AND INFORMATION FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

- A. Grantee shall take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits and activities. Meaningful access may entail providing language assistance services, including oral interpretation and written translation, if necessary. More information can be found at <https://www.lep.gov/>.
- B. Grantee shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter.
- C. Grantee shall make every effort to avoid use of any persons under the age of 18 or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency, unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

4. INTERIM EXTENSION AMENDMENT

- A. Prior to or on the expiration date of this Grant Agreement, the Parties agree that this Grant Agreement can be extended as provided under this section.
- B. The System Agency shall provide written notice of interim extension amendment to the Grantee under one of the following circumstances:
 - i. Continue provision of services in response to a disaster declared by the governor; or
 - ii. To ensure that services are provided to clients without interruption.
- C. The System Agency will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.
- D. Grantee will provide and invoice for services in the same manner that is stated in the Grant Agreement.
- E. An interim extension under subsection (B)(i) of this section shall extend the term of the Grant Agreement not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.
- F. An interim extension under subsection (B)(i) of this section shall be a one-time extension for a period of time determined by the System Agency.

5. PROJECT COMMENCEMENT

The Grantee shall begin the grant-funded project on the start date of the grant term or grant execution date, whichever is later, unless otherwise approved by System Agency. If project commencement is delayed, the Grantee must submit in writing to the assigned contract manager, the steps taken to initiate the project, the reasons for the delay, and the expected start date. System Agency may require Grantee to take immediate remedial or corrective action in response to any delay.

6. BACKGROUND CHECKS AND DISCIPLINARY ACTIONS

- A. Grantee shall develop, implement, and maintain written policies and procedures to ensure the health and safety of all participants receiving services under this Grant Agreement, including clearly defined disciplinary action steps and processes for addressing violations of health and safety standards.
- B. Grantee must follow HHSC requirements regarding background checks and records maintenance as outlined in the background check requirements on the HHS contractor resource page https://fss.hhs.texas.gov/Grantees/contractor_resources.asp.
- C. Grantee shall document in employee or volunteer file, and make available upon request during monitoring, when Grantee learns of or has any reason to believe it or any person with ownership or controlling interest in Grantee, or their agent, employee, volunteer or other person working with the help and support of a grantee who has direct contact with children or families or access to personally identifying information and is providing services under this Grant Agreement has been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense involving financial misconduct, misuse of federal or state funds, or a felony sex crime. If there is any indication that action may be required regarding the individual's continued role, the

Grantee must consult the Licensed or Certified Child Care Operations: Criminal History Requirements chart to determine appropriate steps based on the offense. See <https://www.hhs.texas.gov/sites/default/files/documents/doing-business-with-hhs/provider-portal/protective-services/ccf/criminal-history/lcco-chart.pdf>.

Grantee shall not permit any employee, volunteer, or other person working with the help and support of a grantee who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services, have direct contact with clients, or have access to personally identifying information, unless otherwise directed in Licensed or Certified Child Care Operations: Criminal History Requirements. See <https://www.hhs.texas.gov/sites/default/files/documents/doing-business-with-hhs/provider-portal/protective-services/ccf/criminal-history/lcco-chart.pdf>.

7. NOTICE OF GRANT AGREEMENT ACTION

Grantee shall notify the assigned System Agency contract manager if Grantee has any grant agreement or contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five business days of becoming aware of the action and include the following:

- i. Reason for such action;
- ii. Name and contact information of the local, state or federal department or agency or entity;
- iii. Effective start date of the grant agreement/contract;
- iv. Date of suspension or termination; and
- v. Grant agreement/contract or case reference number.

8. NOTICE OF BANKRUPTCY

Grantee shall notify in writing the assigned System Agency contract manager of its plan to seek bankruptcy protection within five business days of such action by Grantee.

9. NOTICE OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL

The Grantee shall notify in writing the assigned System Agency contract manager within ten business days of any change to the Grantee’s Contact Person or Key Personnel.

10. NOTICE OF INSOLVENCY, INCAPACITY, OR OUTSTANDING UNPAID OBLIGATIONS

Grantee shall notify in writing its assigned System Agency contract manager of any insolvency, incapacity, or outstanding unpaid obligations of Grantee owed to the Internal Revenue Service or the State of Texas, or any agency or political subdivision of the State of Texas within five business days of the date of Grantee becoming aware of such.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

FORM B ADMINISTRATIVE INFORMATION

This form provides information regarding identification and contract history of Applicant, executive management, project management, governing board members, and/or principal officers. Respond to each request for information or provide the required supplemental document behind this form. Double click on checkboxes in this form and select "Checked" under "Default value" to check each item. If responses require multiple pages, identify the supporting pages/documentation with the applicable request.

NOTE: Administrative Information may be used in screening and/or evaluating Applications.

Legal Business Name of Applicant:	Tarrant County
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Identifying Information

1. Applicant must attach the following information:

If a Governmental Entity, complete Form B-1.

- Full names (last, first, middle) and addresses for the officials who are authorized to enter into a Grant Agreement on behalf of Applicant.

If a Non-Governmental Entity, complete Form B-2.

- Full names (last, first, middle), addresses, telephone numbers, titles, and occupation of members of the Board of Directors or any other principal officers. Indicate the office held by each member (e.g., chairperson, president, vice-president, treasurer, etc.).

2. Is Applicant a nonprofit organization?

- YES NO

If YES, Applicant must include evidence of its nonprofit status with the Application. Any one of the following is acceptable evidence. Check the appropriate box for the attached evidence.

- (a) A copy of a currently valid IRS exemption certificate.
- (b) A statement from a state taxing body, state attorney general, or other appropriate state official certifying that Applicant organization has a nonprofit status and that none of the net earnings accrue to any private shareholders or individuals.
- (c) A copy of the organization's certificate of formation or similar document if it clearly establishes the nonprofit status of the organization.
- (d) Any of the above proof for a state or national parent organization, and a statement signed by the parent organization that Applicant organization is a local nonprofit affiliate.

Conflict of Interest and Contract History

Applicant must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFA. Examples of potential conflicts include an existing or potential business or personal relationship between Applicant, its principal, or any affiliate or subcontractor and the Texas Health and Human Services Commission (HHSC) or any other entity or person involved in any way in any project that is the subject of this RFA. Similarly, any existing or potential personal or business relationship between Applicant, the principals, or any affiliate or subcontractor, with any employee of HHSC must be disclosed. Any such relationship that might be perceived, or represented as a conflict, must be disclosed. Failure to disclose any such relationship may be cause for Grant Agreement termination or disqualification of the Application. If, following a review of this information, it is determined by HHSC that a conflict of interest exists, Applicant may be disqualified from further consideration for the award of a Grant Agreement.

Pursuant to Texas Government Code § 2155.004, an Applicant is ineligible to receive an award under this RFA if the Application includes financial participation with Applicant by a person who received compensation from HHSC to participate in preparing the specifications or the RFA on which the Application is based.

3. **Does anyone in Applicant organization have an existing or potential conflict of interest relative to the performance of the requirements of this RFA?**

YES NO

If YES, detail any such relationship(s) that might be perceived or represented as a conflict. (Attach no more than one (1) additional page.)

4. **Will any person who received compensation from HHSC for participating in the preparation of the specifications or documentation for this RFA participate financially with Applicant as a result of an award under this RFA?**

YES NO

If YES, indicate their name, job title, agency employed by, separation date, and reason for separation.

5. **Will any provision of services or other performance under any Grant Agreement that may result from this RFA constitute an actual or potential conflict of interest or create the appearance of impropriety?**

YES NO

If YES, detail any such actual or potential conflict of interest that might be perceived or represented as a conflict. (Attach no more than one (1) additional page.)

6. **Are any current or former employees of Applicant current or former employees of HHSC (within the last 24 months)?**

YES NO

If YES, indicate their name, job title, agency employed by, separation date, and reason for separation.

7. **Are any proposed personnel related to any current or former employees of HHSC?**

YES NO

If YES, indicate their name, job title, agency employed by, separation date, and reason for separation.

8. Has any member of Applicant's executive management, project management, governing board, or principal officers been employed by HHSC in the 24 months prior to the Application due date?

YES NO

If YES, indicate their name, job title, agency employed by, separation date, and reason for separation.

9. If Applicant is a private non-profit organization, does the executive director or other staff serve as voting members on the organization's governing board?

YES NO

10. Is Applicant or any member of Applicant's executive management, project management, board members, or principal officers:

- Delinquent on any State, federal, or other debt;
- Affiliated with an organization which is delinquent on any State, federal, or other debt; or
- In default on an agreed repayment schedule with any funding organization?

YES NO

If YES, please explain. (Attach no more than one (1) additional page.)

11. Has Applicant had a contract and/or grant suspended or terminated prior to expiration of contract/grant or not been renewed under an optional renewal by any local, State, or federal department or agency, or non-profit entity?

YES NO

If YES, indicate the reason for such action that includes the name and contact information of the local, State, or federal department or agency, or non-profit entity, the date of the contract and/or grant and a contract reference number, and provide copies of any and all decisions or orders related to the suspension, termination, or non-renewal by the contracting entity.

12. Does this Application include financial participation by a person or entity that has been convicted of violating federal law, or been assessed a penalty in a federal civil administrative enforcement action, in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005, under Texas Government Code 2261.053?

YES NO

If YES, please explain. (Attach no more than one (1) additional page.)

13. Has Applicant had a contract and/or grant with HHSC within the past 24 months?

YES NO

If YES, list the HHSC contract number(s):

HHS000841700005

If NO, Applicant must be able to demonstrate fiscal solvency. Submit a copy of the organization's most recently audited balance sheet, statement of income and expenses, and accompanying financial footnotes. If an organization does not have audited financial statements, submit a copy of the organization's most recent IRS Form 990 and an explanation why an audited financial statement is not available. HHSC will review the documents that are submitted and may, at its sole discretion, reject the Application on the grounds of Applicant's financial capability.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM
HHS CONTRACT NUMBER

The DUA between HHS and Contractor establishes the permitted and required uses and disclosures of Confidential Information by Contractor.

Contractor has subcontracted with _____ (Subcontractor) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. Subcontractor acknowledges, understands and agrees to be bound by the same terms and conditions applicable to Contractor under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. Contractor and Subcontractor agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right, but not the obligation, to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

Contractor and Subcontractor assure HHS that any Breach as defined by the DUA that Subcontractor Discovers shall be reported to HHS by Contractor in the time, manner and content required by the DUA.

If Contractor knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by Subcontractor that constitutes a material breach or violation of the DUA or the Subcontractor's obligations, Contractor shall:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with Subcontractor, if feasible;
3. Notify HHS immediately upon Discovery of the pattern of activity or practice of Subcontractor that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps Contractor is taking to cure or end the violation or terminate Subcontractor's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

SUBCONTRACTOR

BY: _____ BY: _____

NAME: _____ NAME: _____

TITLE: _____ TITLE: _____

DATE _____, 202 . DATE: _____



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 1

Department: Budget and Risk
Management

Prepared By: Rand Otten

Approved By: Matthew Jones

SUBJECT:

Consideration to Submit Fiscal Year 2025 Enhanced Collaborative Model Task Force to Combat Human Trafficking Program Grant Application and Resolution to the Department of Justice Office, Office for Victims of Crime, to Support the Tarrant County Sheriff's Office Human Trafficking Unit

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider submission of the FY 2025 Enhanced Collaborative Model (ECM) Task Force to Combat Human Trafficking Program grant application and resolution to the Department of Justice Office (DOJ), Office for Victims of Crime (OVC), to support the Tarrant County Sheriff's Office (TCSO) Human Trafficking Unit (HTU).

BACKGROUND

The DOJ, OVC, administers grant funding to support victim-centered, multidisciplinary responses to crime, including the Enhanced Collaborative Model Task Force to Combat Human Trafficking Program, which provides formula funding to support coordinated human trafficking task forces.

The Tarrant County Human Trafficking Task Force currently operates as a multidisciplinary partnership consisting of the Tarrant County Sheriff's Office, Homeland Security Investigations, the Tarrant County District Attorney's Office, the U.S. Attorney's Office, Unbound North Texas (victim service provider), and other law enforcement and community-based partners. The Task Force structure includes one (1) full-time position funded under a previous grant, supplemented by in-kind personnel contributions from partner agencies, with participating staff dedicating approximately twenty-five percent (25%) of time to Task Force activities.

Over the past three years, Tarrant County Human Trafficking Task Force supported 503 human trafficking investigations, 215 cases submitted for prosecution, and services for over 500 victims, while expanding training, outreach, and trauma-informed, victim-centered response efforts through coordinated local, state, and federal partnerships.

If approved, grant funding will be used to continue support for one existing full-time position and sustain Task Force operations. Grant funds will also support training, equipment, victim services, and community outreach efforts to enhance victim identification, maintain investigative capacity, and strengthen interagency coordination.

The anticipated period of performance is October 1, 2026, through September 30, 2029.

The Budget and Risk Management Department has reviewed the budget for this application.

FISCAL IMPACT

The total grant request is for \$1.5 million for a 36-month period. No match is required. No operating subsidy is needed. Indirect costs are allowed and will be added to the program budget.



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:
{{customNumber.courtOrder}}

Page: 1 of 2

Department: Budget and Risk
Management

Prepared By: Kadey Heidrich, Analyst

Approved By: Matthew Jones

SUBJECT:

Consideration of the Program Year 2025 Home-Delivered Meals Grant Affidavit for Meals on Wheels of Tarrant County

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the Program Year 2025 Texas Feeding Texans: Home-Delivered Meals (HDM) Grant Affidavit for Meals on Wheels of Tarrant County (MOWTC), certifying that Tarrant County has successfully issued a required local grant match payment to MOWTC.

BACKGROUND

In October 2024, MOWTC applied for the Program Year 2025 HDM Grant from the Texas Department of Agriculture. The grant required a local grant match from Tarrant County in an amount determined by the Texas Department of Agriculture. Further, the grant required the County to review MOWTC's accounting system.

On October 15, 2024, the Commissioners Court, through Court Order #144060, approved the grant agreement and resolution supporting MOWTC's HDM grant application. Upon approval, the County was required to provide MOWTC with funding in the amount of \$86,876.25 to be used between October 1, 2024 through September 30, 2025. As a result of the local match provided by Tarrant County, MOWTC was eligible to receive up to \$989,419.39 in HDM Grant funding from the Texas Department of Agriculture.

If approved, Tarrant County will provide the signed affidavit to MOWTC, certifying that the County successfully issued a grant payment to MOWTC in the amount of \$86,876.25 as outlined in the original resolution.

The District Attorney's Office has approved the affidavit as to form.

FISCAL IMPACT

There is no fiscal impact with this action. Through Court Order #144060, Commissioners Court took action on this item on October 15, 2024.

Attachments

[MOW County Affidavit 2025.pdf](#)



**TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL
GRANT PROGRAM**

**AFFIDAVIT HDM COUNTY GRANT
PROGRAM YEAR 2025**

A resolution signed during the application period (September – November 2024) for the 2025 Texans Feeding Texans: Home-Delivered Meals (2025 HDM) Grant by **Tarrant County** certified that the county made a grant to **Meals On Wheels of Tarrant County**, an organization that provides home-delivered meals to homebound persons in the county who are elderly and/or have a disability.

This affidavit certifies that the County has successfully issued a grant payment to the Organization in the amount of **\$86,876.25** to be used between, 10/1/2024 and 9/30/2025 as outlined in the original resolution.

This affidavit is made that in order to fully close the 2025 HDM Grant and that both the Organization and County agree the above County grant has been received and used within the term above.

COUNTY

Signature of Authorized Official of the County

Date

Tim O'Hare, County Judge

Typed Name and Title

ORGANIZATION

_____ *Alissa Deaton*

Signature of Authorized Official of the Organization

Date

Alissa Deaton President and CEO

Typed Name and Title



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:
{{customNumber.courtOrder}}

Page: 1 of 1

Department: Budget and Risk
Management

Prepared By: Krysten L. Louden

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

- a. Re: Case 1854133 Jalal Nassar Kadhim Aladhab (Arabic) (Iraqi)
\$110 per hour – 27 hours billed (1/12/2026) (1/13/2026) (1/14/2026)
Honorable Brian Bolton, County Criminal Court #9
- b. Re: Cases 1887589-1887590 Emadeid Boshra Kamel (Arabic)
\$110 per hour – 2 hours billed (1/8/2026)
Honorable Ryan Hill, 371st District Court
- c. Re: Case 1706220 Mike Boko Kanubuna (French)
\$110 per hour – 7 hours billed (12/8/2025) (12/11/2025) (12/19/2025)
Honorable Andy Porter, Criminal District Court #4
- d. Re: Case 1862327 Yousef Almohamadalshihan (Dari)
\$110 per hour – 2.5 hours billed (11/21/2025)
Honorable Ruben Gonzalez, 432nd District Court
- e. Re: Case 1896448 Emad Muhammad Ali Muhammad (Arabic)
\$110 per hour – 4 hours billed (1/9/2026)
Honorable Ryan Hill, 371st District Court

- f. Re: Case 1882555 Matandiko Bitakwisha (Swaheli)
\$110 per hour – 3 hours billed (1/22/2026)
Honorable Vincent Giardino, 396th District Court

- g. Re: Case 1867003 Yahia Zaki Alkhafaji (Arabic) (Iraqi)
\$110 per hour – 3 hours billed (1/22/2026)
Honorable Andy Porter, Criminal District Court #4

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: March 10, 2026

Court Order #:
{{customNumber.courtOrder}}

Page: 1 of 5

Department: Budget and Risk
Management

Prepared By: Krysten L. Louden

Approved By: Matthew Jones

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 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, February 4, 2026, February 11, 2026, February 18, 2026, and February 25, 2026. The minutes resulting from this meeting is attached for review.

The claim recommended by the Risk Management Board is as follows:

Bonita Leary | Claim No. 26-10030 (Pct. 1 Maintenance) | \$5,737.16 (Plus Rental)

On January 29, 2026, a County vehicle made contact with the claimant's front bumper. The Risk Management Board recommends payment of \$5,737.16, plus the cost of a rental car, for this claim.

FISCAL IMPACT

Payment of these items will be from Tarrant County's Self-Insurance Funds.

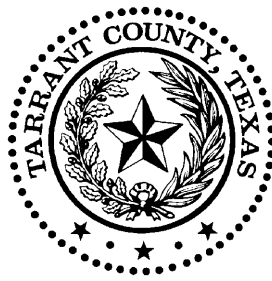
Attachments

[February 4, 2026 Consent Minutes.pdf](#)

[February 11, 2026 Consent Minutes.pdf](#)

[February 18, 2026 Consent Minutes.pdf](#)

[February 25, 2026 Consent Minutes.pdf](#)



TARRANT COUNTY

BUDGET & RISK MANAGEMENT

TARRANT COUNTY ADMINISTRATION BUILDING
100 E. WEATHERFORD – 4TH FLOOR, ROOM 403
FORT WORTH, TEXAS 76196-0102

HELEN H. GIESE
DIRECTOR

RISK MANAGEMENT BOARD MEETING

February 4, 2026

CONSENT MINUTES

Call to Order

PRESENT: Representatives:

Craig Driskell	(Sheriff's Office)
Josh Underwood	(Auditor's Office)
Joseph Jackson	(Engineering Services)
Travis Yarbrough	(County Administration)
Maila Dumaup	(Human Resources)

I. Approval of January 21, 2026, Minutes

The Minutes from January 21, 2026, Risk Management Board were approved unanimously.

II. Consideration of Claims

A. Read's Auto Collision (Supplement)	\$ 3,641.29
Claim No. 26-10018 (Sheriff)	

Item II was approved unanimously.

III. Next Meeting: Wednesday, February 11, 2026, at 11:00 A.M., 4th Floor, Room 403



TARRANT COUNTY

BUDGET & RISK MANAGEMENT

TARRANT COUNTY ADMINISTRATION BUILDING
100 E. WEATHERFORD – 4TH FLOOR, ROOM 403
FORT WORTH, TEXAS 76196-0102

HELEN H. GIESE
DIRECTOR

RISK MANAGEMENT BOARD MEETING

February 11, 2026

CONSENT MINUTES

Call to Order

PRESENT: Representatives:

Craig Driskell	(Sheriff's Office)
Joseph Jackson	(Engineering Services)
Travis Yarbrough	(County Administration)
Maila Dumaup	(Human Resources)

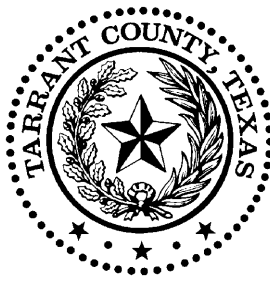
I. Approval of February 4, 2026, Consent Minutes

The Consent Minutes from February 4, 2026, Risk Management Board were approved unanimously.

II. Consideration of Claims

A. 1. Read's Auto Collision	\$ 2,937.24
2. Appraisal Services of Arkansas	\$ 110.00
Claim No. 26-10029 (Pct. 1 Maintenance)	

III. Next Meeting: Wednesday, February 18, 2026, at 11:00 A.M., 4th Floor, Room 403



TARRANT COUNTY

BUDGET & RISK MANAGEMENT

TARRANT COUNTY ADMINISTRATION BUILDING
100 E. WEATHERFORD – 4TH FLOOR, ROOM 403
FORT WORTH, TEXAS 76196-0102

HELEN H. GIESE
DIRECTOR

RISK MANAGEMENT BOARD MEETING

February 18, 2026

CONSENT MINUTES

Call to Order

PRESENT: Representatives:

Matt Jones	(Budget and Risk Management)
Joseph Jackson	(Engineering Services)
Travis Yarbrough	(County Administration)
Josh Underwood	(Auditor's Office)

I. Approval of February 11, 2026, Consent Minutes

The Consent Minutes from February 11, 2026, Risk Management Board were approved unanimously.

II. Consideration of Claims

A. Bonita Leary (Plus Rental)	\$ 5,737.16
Claim No. 26-10030 (Pct. 1 Maintenance)	
B. Read's Auto Collision (Supplement)	\$ 2,409.24
Claim No. 26-10027 (Pct. 1 Maintenance)	

Item II A and B were approved unanimously.

III. Next Meeting: Wednesday, February 25, 2026, at 11:00 A.M., 4th Floor, Room 403



TARRANT COUNTY

BUDGET & RISK MANAGEMENT

TARRANT COUNTY ADMINISTRATION BUILDING
100 E. WEATHERFORD – 4TH FLOOR, ROOM 403
FORT WORTH, TEXAS 76196-0102

HELEN H. GIESE
DIRECTOR

RISK MANAGEMENT BOARD MEETING

February 25, 2026

CONSENT MINUTES

Call to Order

PRESENT: Representatives:

Craig Driskell	(Sheriff's Office)
Joseph Jackson	(Engineering Services)
Maila Dumaup	(Human Resources)
Travis Yarbrough	(County Administration)
Josh Underwood	(Auditor's Office)

I. Approval of February 18, 2026, Consent Minutes

The Consent Minutes from February 18, 2026, Risk Management Board were approved unanimously.

II. Consideration of Claims

- | | |
|--|--------------------|
| A. Read's Auto Collision (Supplement) | \$ 1,206.60 |
| Claim No. 26-10015 (Sheriff) | |
| B. Read's Auto Collision (Supplement) | \$ 634.86 |
| Claim No. 26-10029 (Pct. 1 Maintenance) | |

Item II A and B were approved unanimously.

III. Consideration of Services

- | | |
|---|--------------------|
| C. Zoie M. Williams, RMR, RDR, FCRR (Litigation Expense) | \$ 2,677.50 |
| Claim No. 18-20069 (Sheriff) | |

Item III C was approved unanimously.

III. Next Meeting: Wednesday, March 4, 2026, at 11:00 A.M., 4th Floor, Room 403



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 23

Department: Community
Development

Prepared By: Wren Davis, CDBG
Program Manager

Approved By: James A. McClinton,
Director

SUBJECT:

Consideration of a Construction Contract between Tarrant County and Jeske Construction Company for the City of Grapevine, Texas 50th Year Community Development Block Grant Project

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a construction contract between Tarrant County and Jeske Construction Company, in the amount of \$683,520.00, for street improvements along the 500-600 block of Austin Street in Grapevine, Texas.

BACKGROUND

On January 14, 2026, Tarrant County Community Development opened bids for a 50th Year Community Development Block Grant (CDBG) project consisting of street improvements on Austin Street in Grapevine, Texas. Jeske Construction Company submitted the lowest responsive bid in the amount of \$683,520.00.

Through this project, Jeske Construction Company will complete all the required work as specified in the proposal. The engineer's line-item summary is attached for reference. Tarrant County will provide \$104,809.00 in CDBG funds toward the project, and the City of Grapevine will contribute \$578,711.00.

The District Attorney's office has approved this contract as to form.

FISCAL IMPACT

Funding in the amount of \$104,809.00 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 (HUD's) electronic transfer system to Tarrant County's bank account.

PASSED AND APPROVED on March 10, 2026.

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.

Attachments

[Jeske Construction Backup Packet Grapevine 50th.pdf](#)

STANDARD FORM OF AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This agreement is made and entered into between Tarrant County, Texas (the "Owner"), and Jeske Construction Company, hereinafter referred to as CONTRACTOR. The effective date of this Agreement is the date on which it is approved by the Tarrant County Commissioners Court.

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-48-0001-30-05, Paving Improvements for 500-600 Austin Street in the City of Grapevine, 50th Year CDBG 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 Kimley-Horn and Associates Inc (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 eighty (180) 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 § 683,520.00.
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 2026CD-01 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.

CONTRACTOR acknowledges that it has fully, accurately, and completely disclosed all interested parties in the Form 1295 electronically filed with the Texas Ethics Commission as required by law, and that the attached signed copy hereto is a full and true copy of said filed form.

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

Jeske Construction
CONTRACTOR

(SIGNATURE)
Matt Jaske - Vice President
NAME AND TITLE

Line Item Summary

Owner: Tarrant County (Project location: City of Grapevine)

Job No.: 061271221

Project: CDBG 50th Year - Austin Street

Date: January 14, 2026

Item No.	Item Description	Quantity	Unit
Base Bid - CDBG 50th Year - Austin Street			
1	Mobilization	1	LS
2	Project Allowance	1	LS
3	Erosion Control (Plans/SWPPP, etc)	1	LS
4	Tree Protection	10	EA
5	General Site Preparation (All Removals)	1	LS
6	Geotechnical Stabilization Evaluation	1	LS
7	Unclassified Excavation	100	CY
8	Embankment	100	CY
9	Project Sign	1	EA
10	Traffic Control	1	LS
11	2" Finish Course Asphalt	50	SY
12	3" Type D Asphalt	50	SY
13	3" Type B Asphalt	50	SY
14	6" Subgrade Stabilization	3,010	SY
15	6" Concrete Pavement with Integral Curb	2,770	SY
16	6" Concrete Driveway Approach	350	SY
17	4" Concrete Sidewalk	580	SY
18	Barrier Free Ramp	5	EA
19	Pavement Markings & Signage	1	LS
20	4" Topsoil	80	CY
21	Sod	720	SY
22	Adjust Water Valve/Meter/Box/Service	6	EA
23	Curb Drain	7	EA
24	Fire Hydrant Assembly	2	EA
25	Relocates Community Mailbox	1	EA
26	Landscape & Irrigation Restoration Allowance	1	LS
Total - CDBG 50th Year - Austin Street			

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

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

JESKE CONSTRUCTION COMPANY
DALLAS, TX United States

Certificate Number:
2026-1412016

Date Filed:
01/23/2026

Date Acknowledged:

1-23-2026

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-48-0001-30-05
PAVING IMPROVS FOR 500-600 AUSTIN ST IN THE CITY OF GRAPEVINE, TX, 50TH YEAR CDBG PROJECT

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Matt Jeske, and my date of birth is 10-19-88

My address is 2546 Merrell Rd, Ste:106, Dallas (city), Tx (state), 75229 (zip code), USA (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 23rd day of January, 2026.
(month) (year)



[Signature]
Signature of authorized agent of contracting business entity (Declarant)

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: Grapevine 50th Austin St B-24-UC-48-0001-30-05

County Department: TARRANT COUNTY COMMUNITY DEVELOPMENT

Contact Person: MICHELLE WILES

Phone Number for Contact Person: 817-850-7961

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

2. Does the county action limit or restrict a real property right, even partially or temporarily?

Yes No

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.

Wren R. Davis

From: Lorna Gibson <lgibson@grapevintexas.gov>
Sent: Wednesday, February 18, 2026 3:06 PM
To: Wren R. Davis; John Robertson; Susan Au
Subject: RE: 50th and 52nd year
Attachments: 2026-02-17.docx

EXTERNAL EMAIL ALERT! Think Before You Click!

Please see attached draft minutes. Hopefully this along with the draft resolution will get us done.

I believe they are not final until council votes on them at the next meeting.

Thanks

From: Lorna Gibson
Sent: Wednesday, February 18, 2026 7:22 AM
To: 'Wren R. Davis' <WRDavis@tarrantcountytx.gov>; John Robertson <Jrobertson@grapevintexas.gov>; SAu@tarrantcountytx.gov
Subject: 50th and 52nd year

We are working on the minutes but here is the action agenda showing they were both approved. I will send the minutes as soon as we get them.

Thanks

ACTION AGENDA



CITY OF GRAPEVINE, TEXAS
REGULAR JOINT MEETING OF
CITY COUNCIL AND PLANNING AND ZONING COMMISSION
TUESDAY, FEBRUARY 17, 2026

GRAPEVINE CITY HALL, COUNCIL CHAMBERS
200 SOUTH MAIN STREET
GRAPEVINE, TEXAS

CALL TO ORDER: 7:30 p.m. – City Council Chambers

1. Invocation and Pledge of Allegiance: Council Member Chris Coy

JOINT PUBLIC HEARINGS

2. Conditional Use Permit **CU25-49** (Movement Climbing Gym) and **Final Plat** of Lots 1 and 2, Block 1, Movement Climbing Addition – City Council and Planning and Zoning Commission to conduct a public hearing relative to an application submitted by Mike Martinie, Spiars Engineering and Surveying. The site was previously approved for conditional use permit CU2021-06 (Ordinance No. 2021-017) to allow for outdoor entertainment (climbing gym) and outdoor speakers. The applicant is specifically requesting a Planned Commercial Center to deviate from the front yard landscaping requirements and perimeter landscaping requirements, and to replat Lot 2A into two lots and create a future retail lot for a 5,000 sq. ft. building. The application is also requesting to replat Lot 2A, Block 1, Classic Collision Addition to subdivide one lot into two lots. The subject property is located at 3105 William D. Tate Avenue and is currently zoned “CC”, Community Commercial District.

PUBLIC HEARING HELD.

3. **Final Plat** of Lots 1 and 2, Block 1, Kannon Estates – City Council and Planning and Zoning Commission to conduct a public hearing relative to an application submitted by J. Michael Ferguson with AFI Real Estate requesting to replat a portion of Block 61, Original Town of Grapevine to subdivide into two lots. The subject property is located at 122 West Peach Street and is currently zoned “R-5.0”, Zero Lot Line District. **PUBLIC HEARING HELD.**

Planning and Zoning Commission to recess to the Planning and Zoning Commission Conference Room, Second Floor, to consider published agenda items.

City Council to remain in session in the Council Chambers to consider published business.

CITIZEN COMMENTS

4. Any person who is not scheduled on the agenda may address the City Council under Citizen Comments or on any other agenda item by completing a Citizen

Appearance Request form with the City Secretary. A member of the public may address the City Council regarding an item on the agenda either before or during the Council's consideration of the item, upon being recognized by the Mayor or upon the consent of the City Council. Citizens will have three (3) minutes to address Council. In accordance with the Texas Open Meetings Act, the City Council is restricted in discussing or taking action during Citizen Comments.

2 SPEAKERS

PUBLIC HEARING AND RELATED ITEM

5. City Council to conduct a public hearing to receive public input relative to the proposed 52nd Year Community Development Block Grant (CDBG) Program street reconstruction program. **PUBLIC HEARING HELD**
6. Consider authorizing staff to proceed with the application submittal to Tarrant County for the 52nd Year Community Development Block Grant (CDBG) Program street reconstruction project, and take any necessary action. **APPROVED 7-0**

PRESENTATION

7. Fire Chief to present Updated Staffing Plan, adding a 4th ambulance. **PRESENTATION MADE**

NEW BUSINESS

8. Consider **Resolution No. 2026-009** approving the Tarrant County contract for the 50th Year Community Development Block Grant street reconstruction project with Jeske Construction, **Ordinance No. 2026-010** appropriating the funds, and take any necessary action. **APPROVED 7-0**
9. Consider the award of a construction contract for the Historic Grapevine Vehicles and Agricultural Machinery Museum to Ware Brothers Construction, **Ordinance No. 2026-011** appropriating the funds, and take any necessary action. **APPROVED 7-0**

CONSENT AGENDA

Consent items are deemed to need little Council deliberation and will be acted upon as one business item. Any member of the City Council or member of the audience may request that an item be withdrawn from the consent agenda and placed before the City Council for full discussion. Approval of the consent agenda authorizes the City Manager, or his designee, to implement each item in accordance with Staff recommendations.

10. Consider a mid-year appointment to the Grapevine Heritage Foundation Advisory Board to fill a vacancy. Council Member Duff O'Dell recommends approval. **APPROVED 7-0**

11. Consider renewal of an annual contract for masonry services to Chibli Stone Works, Inc. as the primary vendor and Weatherproofing Services as the secondary vendor. Director of Parks and Recreation recommends approval. **APPROVED 7-0**
12. Consider the purchase of GETAC Rugged laptops from Brite Computers. Police Chief recommends approval. **APPROVED 7-0**
13. Consider an annual contract for building technology integration from Schneider Electric. Director of Public Works recommends approval. **APPROVED 7-0**
14. Consider an annual contract for trade services from Humphrey & Associates, Inc. Director of Public Works recommends approval. **APPROVED 7-0**
15. Consider an annual contract for valve and hydrant maintenance from Hydromax USA and **Ordinance No. 2026-012** to appropriate the funds. Director of Public Works recommends approval. **APPROVED 7-0**

PLANNING AND ZONING COMMISSION RECOMMENDATIONS

16. Conditional Use Permit **CU25-49** (Movement Climbing Gym) – Consider the recommendation of the Planning and Zoning Commission and **Ordinance No. 2026-013** if applicable and take any necessary action. **DENIED WITHOUT PREJUDICE 7-0**
17. **Final Plat** of Lots 1 and 2, Block 1, Movement Climbing Addition – Consider the recommendation of the Planning and Zoning Commission and take any necessary action. **DENIED 7-0**
18. **Final Plat** of Lots 1 and 2, Block 1, Kannon Estates – Consider the recommendation of the Planning and Zoning Commission and take any necessary action. **APPROVED 7-0**

ADJOURNMENT 9:10 p.m.

The Action Agenda is provided as a convenience to citizens, Council and Staff for a quick reference to actions taken at the City Council meeting. The Action Agenda is not the official minutes of the Council meeting. The minutes will be posted on the City's website after they are approved by City Council.

Please contact our office, if you have any questions or comments.

City of Grapevine
City Secretary's Office
200 South Main Street
Grapevine, TX 76051
p: 817.410.3182 | csorecords@grapevinetexas.gov

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, RECOMMENDING TARRANT COUNTY AWARD OF THE CONTRACT FOR THE 50TH YEAR CDBG PROJECT; AUTHORIZING FUNDING PARTICIPATION WITH TARRANT COUNTY, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, On March 5, 2024, the City Council of the City of Grapevine, Texas conducted a public hearing related to the proposed 50th year Community Development Block Grant Program (CDBG); and

WHEREAS, On March 5, 2025, the City Council of the City of Grapevine, Texas approved the 50th year CDBG program for the reconstruction of Austin Street from the railroad to Franklin Street; and

WHEREAS, Tarrant County, Texas solicited bids for the 50th year CDBG program; and

WHEREAS, The City of Grapevine City Council recommends Tarrant County award the construction contract to Jeske Construction, as the low bidder for the 50th Year CDBG Project in the amount of \$683,520.00; and

WHEREAS, The City of Grapevine is approving the bid amount of \$683,520.00 submitted by Jeske Construction, including a project contingency in the amount of \$102,528.00 for the 50th Year CDBG Project; and

WHEREAS, The City of Grapevine commits up to an amount of \$578,711.00 toward construction of the 50th Year CDBG Project; and

WHEREAS, The City of Grapevine accepts the construction time on the project will be 180 calendar days.

WHEREAS, all legal prerequisites for the adoption of this resolution have been met, including but not limited to the Local Government Code and Open Meetings Act; and

WHEREAS, the City Council deems the adoption of this resolution to be in the best interests of the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS:

Section 1. That all matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. That the City Council of the City of Grapevine, Texas, approves the terms as set forth above concerning the 50th Year CDBG Project to be submitted to the Tarrant County Community Development Division for approval by the Tarrant County Commissioner's Court

Section 3. That this resolution shall take effect from and after the date of its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 17th day of February 2026.

APPROVED:

William D. Tate
Mayor

ATTEST:

Tara Brooks
City Secretary

APPROVED AS TO FORM:

Matthew C.G. Boyle
City Attorney

STATE OF TEXAS
COUNTY OF TARRANT
CITY OF GRAPEVINE

The City Council of the City of Grapevine, Texas met in Regular Session on this the 17th day of 2026 in the City Council Chambers, Second Floor, 200 South Main Street, with the following members present:

William D. Tate	Mayor
Paul Slechta	Mayor Pro Tem
Sharron Rogers	Council Member
Chris Coy	Council Member
Duff O'Dell	Council Member
Leon Leal	Council Member
Sean Shope	Council Member

constituting a quorum, and with the following members of the Planning and Zoning Commission:

Larry Oliver	Chairman
Beth Tiggelaar	Vice Chairman
Jason Parker	Member
Kirby Kercheval	Member
Justin Roberts	Member
Ashley Anderson Brown	Member
Gustav Kuelbs	Alternate Member
Herb Fry	Alternate Member

constituting a quorum, with Commission Member Traci Hutton being absent and Alternate Member Gustav Kuelbs sitting as a voting member; and with the following members of the City Staff:

Bruno Rumbelow	City Manager
Jennifer Hibbs	Assistant City Manager
Matthew C.G. Boyle	City Attorney
Erica Marohnic	Director of Planning Services
Tara Brooks	City Secretary

CALL TO ORDER

Mayor William D. Tate called the regular meeting to order at 7:30 p.m.

Item 1. Invocation and Pledge of Allegiance

Council Member Chris Coy gave the invocation and led the Pledge of Allegiance.

JOINT PUBLIC HEARINGS

Item 2. Conditional Use Permit **CU25-49** (Movement Climbing Gym) and **Final Plat** of Lots 1 and 2, Block 1, Movement Climbing Addition

Mayor Tate declared the public hearing open.

Director of Planning Services Erica Marohnic reported the applicant was requesting a Planned Commercial Center to deviate from the front yard landscaping requirements and perimeter landscaping requirements, and to replat Lot 2A into two lots and create a future retail lot for a 5,000 sq. ft. building. The application is also requesting to replat Lot 2A, Block 1, Classic Collision Addition to subdivide one lot into two lots. The subject property is located at 3105 William D. Tate Avenue and is currently zoned "CC", Community Commercial District.

Applicant Representative Tim Carroll presented this item and answered questions from the Commission and Council.

No one spoke during the public hearing and there was not any correspondence to report.

Motion was made to close the public hearing.

Motion: Tiggelaar
Second: Anderson Brown
Ayes: Oliver, Tiggelaar, Parker, Kercheval, Roberts, Anderson Brown and Kuelbs
Nays: None
Approved: 7-0

Motion was made to close the public hearing.

Motion: O'Dell
Second: Rogers
Ayes: Tate, Slechta, Rogers, Coy, O'Dell, Leal, and Shope
Nays: None
Approved: 7-0

Item 3. **Final Plat** of Lots 1 and 2, Block 1, Kannon Estates

Mayor Tate declared the public hearing open.

Assistant Director of Public Works John Robertson reported the applicant was requesting to replat a portion of Block 61, Original Town of Grapevine to subdivide into two lots. The subject property is located at 122 West Peach Street and is currently zoned "R-5.0", Zero Lot Line District.

No one spoke during the public hearing and there was not any correspondence to report.

Motion was made to close the public hearing.

Motion: Parker

Second: Kercheval
Ayes: Oliver, Tiggelaar, Parker, Kercheval, Roberts, Anderson Brown and Kuelbs
Nays: None
Approved: 7-0

Motion was made to close the public hearing.

Motion: Coy
Second: Slechta
Ayes: Tate, Slechta, Rogers, Coy, O'Dell, Leal, and Shope
Nays: None
Approved: 7-0

The Planning and Zoning Commission recessed to the Planning and Zoning Commission Conference Room, Second Floor, at 7:48 p.m. to consider their published agenda items.

City Council remained in session in the Council Chambers to consider the rest of their published agenda items.

Item 6. Citizen Comments

Leslie Hillhouse, 3552 Marsh Lane, Grapevine spoke in opposition to the proposed Fire Department staffing plan.

Allison Domanic, 1941 Lilac Lane, Grapevine spoke in opposition to the proposed Fire Department staffing plan.

PUBLIC HEARING AND RELATED ITEM

Item 5. City Council to conduct a public hearing to receive public input relative to the proposed 52nd Year Community Development Block Grant (CDBG) Program street reconstruction program.

Mayor Tate opened the public hearing.

Director of Public Works Bryan Beck presented this item and described the proposed work as part of the reconstruction of the 300 block of Eckley Street from East Texas Street to East Worth Street. The construction cost estimate for this project is \$603,000 of which approximately \$160,000 is expected to be provided by Tarrant County with the City's match expected to be \$443,000.

No one spoke during the public hearing and there was no correspondence to report.

Motion was made to close the public hearing.

Motion: Coy
Second: Slechta
Ayes: Tate, Slechta, Rogers, Coy, O'Dell, Leal, and Shope

Nays: None
Approved: 7-0

Item 6. Consider authorizing staff to proceed with the application submittal to Tarrant County for the 52nd Year Community Development Block Grant (CDBG) Program street reconstruction project, and take any necessary action.

The presentation for this item was included with the presentation for Item 5. There was not a separate presentation on this item.

Motion was made to authorize staff to proceed with the application submittal to Tarrant County for the 52nd Year Community Development Block Grant (CDBG) Program street reconstruction project and to take any necessary action.

Motion: Rogers
Second: Slechta
Ayes: Tate, Slechta, Rogers, Coy, O'Dell, Leal, and Shope
Nays: None
Approved: 7-0

Mayor Tate announced Council would consider the recommendations of the Planning and Zoning Commission next.

PLANNING AND ZONING COMMISSION RECOMMENDATIONS

Item 16. Conditional Use Permit **CU25-49** (Movement Climbing Gym)

Chairman Oliver reported the Commission denied the conditional use permit, without prejudice, by a vote of 7-0.

Motion was made to **deny** Conditional Use Permit **CU25-49** (Movement Climbing Gym) without prejudice.

Motion: Coy
Second: O'Dell
Ayes: Tate, Slechta, Rogers, Coy, O'Dell, Leal, and Shope
Nays: None
Approved: 7-0 to deny

Item 17. **Final Plat** of Lots 1 and 2, Block 1, Movement Climbing Addition

Chairman Oliver reported the Commission denied the Final Plat for Lots 1 and 2, Block 1, Movement Climbing Addition by a vote of 7-0.

Motion was made to **deny** the Final Plat for Lots 1 and 2, Block 1, Movement Climbing Addition by a vote of 7-0.

Motion: Rogers
Second: Coy
Ayes: Tate, Slechta, Rogers, Coy, O'Dell, Leal, and Shope

Nays: None
Approved: 7-0 to deny

Item 18. Final Plat of Lots 1 and 2, Block 1, Kannon Estates

Chairman Oliver reported the Commission approved the Final Plat for Lots 1 and 2, Block 1, Kannon Estates by a vote of 7-0.

Motion was made to approve the Statement of Findings and Final Plat for Lots 1 and 2, Block 1, Kannon Estates.

Motion: Rogers
Second: Coy
Ayes: Tate, Slechta, Rogers, Coy, O'Dell, Leal, and Shope
Nays: None
Approved: 7-0

City Council continued with their agenda in the published order.

PRESENTATION

Item 7. Fire Chief to present Updated Staffing Plan, adding a 4th ambulance.

Fire Chief Darrell Brown began his presentation by describing the department's mission statement and showed a video where he detailed the staffing plan and how equipment and staff would be distributed through the different stations. He also described the statistical analysis and other factors that went into the consideration of this plan.

Chief Brown and City Manager Bruno Rumbelow answered questions from the Council. Council discussed the plan.

City Council did not take any action on this item.

NEW BUSINESS

Item 8. Consider **Resolution No. 2026-009** approving the Tarrant County contract for the 50th Year Community Development Block Grant street reconstruction project with Jeske Construction, **Ordinance No. 2026-010** appropriating the funds, and take any necessary action.

Director of Public Works Beck outlined the proposed project for a portion of Austin Street from the railroad to Franklin Street. The construction bid for this project is \$683,520 of which \$104,809 is expected to be provided by Tarrant County with the City being responsible for \$578,711.

Motion was made to approve **Resolution No. 2026-009** approving the Tarrant County contract for the 50th Year Community Development Block Grant street reconstruction

project with Jeske Construction, **Ordinance No. 2026-010** appropriating the funds, and take any necessary action.

Motion: Slechta
Second: Coy
Ayes: Tate, Slechta, Rogers, Coy, O'Dell, Leal, and Shope
Nays: None
Approved: 7-0

RESOLUTION NO. 2026-009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, RECOMMENDING TARRANT COUNTY AWARD OF THE CONTRACT FOR THE 50TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; AUTHORIZING CITY FUNDING PARTICIPATION WITH TARRANT COUNTY; AND PROVIDING AN EFFECTIVE DATE

ORDINANCE NO. 2026-010

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE APPROPRIATION OF \$578,711 IN THE CAPITAL PROJECT STREETS FUND, DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

Item 9. Consider the award of a construction contract for the Historic Grapevine Vehicles and Agricultural Machinery Museum to Ware Brothers Construction, **Ordinance No. 2026-011** appropriating the funds, and take any necessary action.

Convention and Visitors Bureau Executive Director Paul McCallum presented this item and showed a rendering of the proposed structure as well as pictures of the equipment that will be included in the museum. An anonymous donation in the amount of \$296,355 will be used to construct the museum structure.

Motion was made to approved
Motion: Shope
Second: Leal
Ayes: Tate, Slechta, Rogers, Coy, O'Dell, Leal, and Shope
Nays: None
Approved: 7-0

ORDINANCE NO. 2026-011

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE APPROPRIATION OF REVENUE IN THE AMOUNT OF

\$296,355 IN THE SPECIAL REVENUE FUND TO BE RECEIVED FROM AN ANONYMOUS DONOR AND AUTHORIZING THE APPROPRIATION OF \$296,355 IN THE SPECIAL REVENUE FUND FOR EXPENDITURES ASSOCIATED WITH THE CONSTRUCTION OF A HISTORIC GRAPEVINE VEHICLES AND AGRICULTURAL MACHINERY MUSEUM; DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

CONSENT AGENDA

Consent items are deemed to need little Council deliberation and were acted upon as one business item. Any member of the City Council or member of the audience may request that an item be withdrawn from the consent agenda and placed before the City Council for full discussion. No one requested to remove any items from consent.

Approval of the consent agenda authorizes the City Manager, or his designee, to implement each item in accordance with Staff recommendations.

Item 10. Consider a mid-year appointment to the Grapevine Heritage Foundation Advisory Board to fill a vacancy.

Council Member Duff O'Dell recommended appointing Ann Earley to serve an unexpired term on the Grapevine Heritage Foundation Advisory Board. This term will expire in 2027.

Motion was made to approve the consent agenda.

Motion: O'Dell
Second: Slechta
Ayes: Tate, Slechta, Rogers, Coy, O'Dell, Leal, and Shope
Nays: None
Approved: 7-0

Item 11. Consider renewal of an annual contract for masonry services to Chibli Stone Works, Inc. as the primary vendor and Weatherproofing Services as the secondary vendor.

Director of Parks and Recreation Chris Smith recommended approval of the renewal of annual contracts for masonry services to be purchased on an as-needed basis for an annual estimated amount of \$200,000.

Motion was made to approve the consent agenda.

Motion: O'Dell
Second: Slechta
Ayes: Tate, Slechta, Rogers, Coy, O'Dell, Leal, and Shope
Nays: None
Approved: 7-0

Item 12. Consider the purchase of GETAC Rugged laptops from Brite Computers.

Police Chief Mike Hamlin recommended approval of the purchase of nine rugged laptops for use in patrol and animal service vehicles for an amount not to exceed \$37,494.

Motion was made to approve the consent agenda.

Motion: O'Dell
Second: Slechta
Ayes: Tate, Slechta, Rogers, Coy, O'Dell, Leal, and Shope
Nays: None
Approved: 7-0

Item 13. Consider an annual contract for building technology integration from Schneider Electric.

Director of Public Works Beck recommended approval of an annual contract for building technology integration on an as needed basis for an annual estimated amount of \$225,000.

Motion was made to approve the consent agenda.

Motion: O'Dell
Second: Slechta
Ayes: Tate, Slechta, Rogers, Coy, O'Dell, Leal, and Shope
Nays: None
Approved: 7-0

Item 14. Consider an annual contract for trade services from Humphrey & Associates, Inc.

Director of Public Works Beck recommended approval of the annual contract for trade services to include fixed annual pricing for electrical repairs, switch gear maintenance and infrared testing for an estimated amount of \$550,000.

Motion was made to approve the consent agenda.

Motion: O'Dell
Second: Slechta
Ayes: Tate, Slechta, Rogers, Coy, O'Dell, Leal, and Shope
Nays: None
Approved: 7-0

Item 15. Consider an annual contract for valve and hydrant maintenance from Hydromax USA and **Ordinance No. 2026-012** to appropriate the funds.

Director of Public Works Beck recommended approval of the annual contract for valve and hydrant maintenance for an estimated amount of \$650,000.

Motion was made to approve the consent agenda.

Motion: O'Dell
Second: Slechta
Ayes: Tate, Slechta, Rogers, Coy, O'Dell, Leal, and Shope
Nays: None
Approved: 7-0

ORDINANCE NO. 2026-012

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE APPROPRIATION OF \$650,000 IN THE UTILITY ENTERPRISE FUND; DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

ADJOURNMENT

Motion was made to adjourn the meeting at 9:10 p.m.

Motion: Coy
Second: Slechta
Ayes: Tate, Slechta, Rogers, Coy, O'Dell, Leal, and Shope
Nays: None
Approved: 7-0

Passed and approved by the City Council of the City of Grapevine, Texas on this the 3rd day of March 2026.

APPROVED:

DRAFT
William D. Tate, Mayor

ATTEST:

DRAFT
Tara Brooks, City Secretary



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 4

Department: Community
Development

Prepared By: Wren Davis, CDBG
Program Manager

Approved By: James A. McClinton,
Director

SUBJECT:

Consideration of Change Order No. 1 to the 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 Change Order No. 1 to the construction contract with EGW Services in the amount of (\$18,980.00) for the reconciliation of quantities for the City of Azle, Texas 50th Year Community Development Block Grant (CDBG) Project.

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.

On September 16, 2025, the Commissioners Court, through Court Order #145921, approved a construction contract with EGW Services for the above-mentioned project. Tarrant County originally certified \$144,163.00 in CDBG funds and the City of Azle agreed to contribute \$17,037.00.

Approval of Change Order No. 1 will reconcile various contract overruns and underruns. As a result, the original contract amount of \$161,200.00 will decrease by (\$18,980.00), bringing the new total project cost to \$142,220.00. The funding originally certified for this project will decrease from \$144,163.00 to \$142,220.00, which fully covers construction. Consequently, the City of Azle's contribution will no longer be required.

FISCAL IMPACT

Funding in the amount of \$142,220.00 is available through the Community Development Block Grant (CDBG) #B-24-UC-48-001. 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) electronic transfer system to Tarrant County's bank account.

PASSED AND APPROVED on March 10, 2026.

**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.

Attachments

[Change Order #1 Azle 50th EGW BU.pdf](#)

Change Order # :1

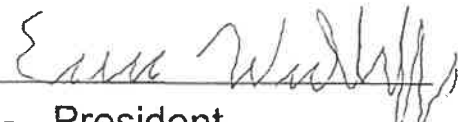
ANALYSIS OF ADJUSTED CONTRACT AMOUNT

ORIGINAL CONTRACT AMOUNT \$ 161,200.00
PLUS: ADDITIONS SCHEDULED \$ _____
LESS: DEDUCTIONS SCHEDULED \$ (18,980.⁰⁰)
ADJUSTED CONTRACT AMOUNT TO DATE \$ _____


ANALYSIS OF WORK PERFORMED

COST OF WORK PERFORMED TO DATE \$ 140,200.00
EXTRA WORK PERFORMED TO DATE \$ 2,020.00
TOTAL WORK PERFORMED TO DATE \$ 142,220.00
MATERIALS STORED THIS PERIOD
(ATTACH DETAILED SCHEDULE) \$ _____
NET AMOUNT EARNED TO DATE \$ 142,220.00
LESS AMOUNT RETAINED
(SHOW % AND AMOUNT) 10.0% \$ _____
SUBTOTAL \$ 142,220.00
LESS: PREVIOUS PAYMENTS \$ 118,323.00
BALANCE DUE \$ 23,897.00


SUBMITTED BY:

BY: 
TITLE: President
DATE: 1-27-2026


ACCEPTED BY THE CITY:

BY:  R. White
DATE: 1-28-2026

RECOMMENDED BY ENGINEER:

BY:  Chris Estes (CM)
DATE: 1/28/26

ACCEPTED BY TARRANT COUNTY:

BY: 
DATE: 2/6/26



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 4

Department: Community
Development

Prepared By: Wren Davis, CDBG
Program Manager

Approved By: James A. McClinton,
Director

SUBJECT:

Consideration of Change Order No. 1 to the Construction Contract between Tarrant County and Gomez Brothers Construction, Inc. for the City of Forest Hill, Texas 50th Year Community Development Block Grant Project

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider Change Order No. 1 to the construction contract with Gomez Brothers Construction, Inc. in the amount of (\$5,000.00) for the reconciliation of quantities for the City of Forest Hill, Texas 50th Year Community Development Block Grant (CDBG) Project.

BACKGROUND

On May 28, 2025, Tarrant County Community Development opened bids for a 50th Year Community Development Block Grant (CDBG) project consisting of water improvements on Woodbridge Drive in Forest Hill, Texas. Gomez Brothers Construction, Inc. submitted the low bid in the amount of \$128,345.00.

On August 19, 2025, the Commissioners Court, through Court Order #145707, approved a construction contract with Gomez Brothers Construction, Inc. for the above-mentioned project. Tarrant County originally certified \$128,345.00 in CDBG funds, which fully covered construction with no contribution required from the City of Forest Hill.

Approval of Change Order No. 1 will reconcile various contract overruns and underruns. As a result, the original contract amount of \$128,345.00 will be reduced by (\$5,000.00), bringing the new total project cost to \$123,345.00. The funding originally certified for this project will decrease from \$128,345.00 to \$123,345.00.

FISCAL IMPACT

Funding in the amount of \$123,345.00 is available through the Community Development Block Grant (CDBG) #B-24-UC-48-001. 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) electronic transfer system to Tarrant County's bank account.

PASSED AND APPROVED on March 10, 2026.

**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.

Attachments

[03-10-26 Gomez Bros Forest Hill Change Order #1 BU.pdf](#)

CHANGE ORDER NO. 1
TAR 24401

Date: January 21, 2026
Project: CDBG-CV
Project# B-24-UC-48-0001-32-15
Woodbridge Dr. Water Line (7300 Block)
Owner: Tarrant County
Contractor: Gomez Brothers Construction, Inc.

I. DESCRIPTION OF CHANGE AND/OR EXTRA WORK:

ADJUST PAY ITEM QUANTITIES TO REPRESENT FINAL SCOPE OF WORK. SEE ATTACHED SUMMARY.

II. ADJUSTMENTS IN CONTRACT PRICE:

ORIGINAL CONTRACT AMOUNT	\$ 128,345.00
ADJUSTMENTS TO CONTRACT AMOUNT PER PREVIOUS CHANGE/EXTRA WORK ORDER	\$ 0.00
DECREASE PER THIS CHANGE ORDER	\$ -5,000.00
REVISED CONTRACT AMOUNT	\$123,345.00

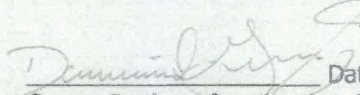
III. ADJUSTMENTS IN CONTRACT TIME:

ORIGINAL CONTRACT TIME	90 calendar days
ADJUSTMENTS PER PREVIOUS CHANGE ORDERS	0 calendar days
REVISED CONTRACT TIME	90 calendar days

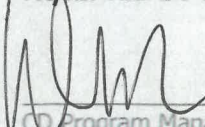
RECOMMENDED BY ENGINEER:


Teague Nall and Perkins, Inc. Date: 1-21-2026

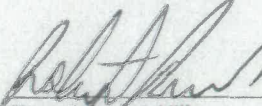
AGREED BY CONTRACTOR:


Gomez Brothers Construction, Inc. Date: 1-21-26

ACCEPTED BY OWNER:


CD Program Manager Date: 2/5/26

APPROVED BY CITY:


City of Forest Hill Date: 2-3-26

Worksheet for Change Order No. 1

January 21, 2026

TAR 24401

Pay Item	Description	Original Contract Qty		Chg. Order 1 Qty	Revised Contract Qty	Unit Price	Chg. Order Amount
1	Remove & Salvage Exist Fire Hydrant and Return to City	1	EA				
2	Abandon Exist Gate Valve in Place	1	EA				
3	6" DR-18 C900 PVC Water	25	LF				
4	8" DR-18 C900 PVC Water	560	LF				
5	6" Gate Valve, Box & Conc Pad	1	EA				
6	8" Gate Valve, Box & Conc Pad	1	EA				
7	Fire Hydrant w/ 3'-6" Bury	1	EA				
8	Mechanical Joint Ductile Iron Fittings	0.4	TON				
9	1" Water Service from Main to Meter (Short Bore)	8	EA				
10	1" Water Service from Main to Meter (Long Bore)	8	EA				
11	Single Water Meter Box	16	EA				
12	Cut, Plug & Abandon Exist Water Line	3	EA				
13	HMAC Permanent Pavement Repair	595	LF				
14	Concrete Curb & Gutter	5	LF				
15	Block Sod Parkway Repair	130	SY				
16	Trench Safety	560	LF				
17	Connect to Exist System	2	EA				
18	Miscellaneous Utility Allowance	1	LS	-1 LS	0 LS	\$5,000.00	(\$5,000.00)
TOTAL CHANGE ORDER NO. 1=							(\$5,000.00)



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 4

Department: Community
Development

Prepared By: Wren Davis, CDBG
Program Manager

Approved By: James A. McClinton,
Director

SUBJECT:

Consideration of Change Order No. 1 to the Construction Contract between Tarrant County and Gomez Brothers Construction, Inc. for the City of Watauga, Texas 50th Year Community Development Block Grant Project

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider approving Change Order No. 1 to the construction contract with Gomez Brothers Construction, Inc. in the amount of (\$70,492.00) for the reconciliation of quantities for the City of Watauga, Texas 50th Year Community Development Block Grant (CDBG) Project.

BACKGROUND

On May 21, 2025, Tarrant County Community Development opened bids for a 50th Year Community Development Block Grant (CDBG) project consisting of water improvements on Bunker Blvd. in Watauga, Texas. Gomez Brothers Construction, Inc. submitted the low bid in the amount of \$418,848.00.

On August 19, 2025, the Commissioners Court, through Court Order #145707, approved a construction contract with Gomez Brothers Construction, Inc. for the above-mentioned project. Tarrant County originally certified \$170,000.00 in CDBG funds and the City of Watauga agreed to contribute \$248,848.00.

Approval of Change Order No. 1 will reconcile various contract overruns and underruns. As a result, the original contract amount of \$418,848.00 will be reduced by (\$70,492.00), bringing the new total project cost to \$348,356.00. The funding originally certified by this project remains unchanged, and the City of Watauga contribution will decrease from \$248,848.00 to \$178,356.00.

FISCAL IMPACT

Funding in the amount of \$170,000.00 is available through the Community Development Block Grant (CDBG) #B-24-UC-48-001. 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) electronic transfer system to Tarrant County's bank account.

PASSED AND APPROVED on March 10, 2026.

**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.

Attachments

[Change Order #1 Watauga 50th Gomez Bros. BU.pdf](#)

County of Tarrant

**City of Watauga
7800 Virgil R. Anthony Sr. Blvd.
Watauga, TX 76148**

**Change Order No. 1 (Final) to the contract which was dated July 22, 2025 between COUNTY OF TARRANT, (Owner) and Gomez Brothers Construction, Inc. (Contractor)
For CITY OF WATAUGA - BUNKER BOULEVARD WATER MAIN
50th YEAR CDBG PROJECT NO. (B-24-UC-48-0001-62-15)**

**Contractor: GOMEZ BROTHERS CONSTRUCTION, INC.
11008 OAK GROVE ROAD SOUTH
BURLESON, TX 76028**

Pursuant to the provisions of the General Conditions of Agreement of the Contract, this Change Order, when fully executed, shall constitute the authority to change the work of the Project as follows:

A. Changed Items:

ITEM NO.	DESCRIPTION OF ITEM	CONTRACT QUANTITY	UNIT OF MEASURE	CONTRACT UNIT PRICE	TOTAL SCHEDULED VALUE	QUANTITY TO DATE	CHANGE IN QUANTITY	INCREASE IN CONTRACT	DECREASE IN CONTRACT
1	Prepare and Restore Right of Way (CO-1)	1	LS	\$ 20,000.00	\$ 16,000.00	0.80	-0.20	\$ -	\$ (4,000.00)
2	Remove and Replace Existing Curb and Gutter (CO-1)	72	LF	\$ 20.00	\$ 940.00	47.00	-25	\$ -	\$ (500.00)
3	Remove and Replace Existing Concrete Valley Gutters (CO-1)	412	SF	\$ 20.00	\$ 10,120.00	506.00	94	\$1,880.00	\$ -
9	Project-Wide Miscellaneous Allowance (Quote 1.1 - 11/14/2025) (CO-1)	1	LS	\$ 21,000.00	\$ 7,540.00	0.36	-0.64	\$ -	\$ (13,460.00)
14	8" Dia. (DR-18) Water Line (CO-1)	1,331	LF	\$ 85.00	\$ 108,035.00	1,271.00	-60	\$ -	\$ (5,100.00)
15	8" Gate Valve & Box (CO-1)	12	EA	\$ 2,900.00	\$ 31,900.00	11.00	-1	\$ -	\$ (2,900.00)
24	Temporary 2" Dia. Water Line w/ temporary water service connections (CO-1)	1	LS	\$ 47,000.00	\$ -	0.00	-1	\$ -	\$ (47,000.00)
25	Water Trench Safety (CO-1)	1,355	LF	\$ 2.00	\$ 2,542.00	1,271.00	-84	\$ -	\$ (168.00)
27	Asphalt Pavement Replacement for Water Lines (CO-1)	1,244	LF	\$ 28.00	\$ 35,588.00	1,271.00	27	\$ 756.00	\$ -
	NET PROJECT INCREASE / DECREASE							\$	(70,492.00)

Change Order No. 1 (Final) to the contract which was dated July 22, 2025 between COUNTY OF TARRANT, (Owner) and Gomez Brothers Construction, Inc. (Contractor)
For CITY OF WATAUGA - BUNKER BOULEVARD WATER MAIN
50th YEAR CDBG PROJECT NO. (B-24-UC-48-0001-62-15)

CHANGE IN CONTRACT PRICE

EXISTING CONTRACT AMOUNT \$418,848.00
TOTAL CHANGE ORDER CHANGE IN COST \$(70,492.00)
REVISED CONTRACT AMOUNT \$348,356.00

CHANGE IN CONTRACT TIME

CONTRACT TIME PRIOR TO THIS CHANGE ORDER 120 DAYS
NET INCREASE BY THIS CHANGE ORDER 0 DAYS
CONTRACT TIME WITH ALL APPROVED CHANGES 120 DAYS
CONTRACT SCHEDULED FINAL COMPLETION DATE JANUARY 6, 2026

GOMEZ BROTHERS CONSTRUCTION, INC.

By: 
Daniel Gomez

Date: 1-18-26


BURGESS & NIPLE, INC.

By: Ahmad U. Hashmi
Ahmad U. Hashmi, PE
Engineer

Date: 2026.01.15 13:23:57-05'00'
Digitally signed by Ahmad U. Hashmi

Date: _____

CITY OF WATAUGA

By: 
Paul Hackleman, PE
Public Works Director

Date: 1-21-26

Change Order No. 1 (Final) to the contract between COUNTY OF TARRANT, (Owner) and Gomez Brothers Construction, Inc. (Contractor)
For CITY OF WATAUGA - BUNKER BOULEVARD WATER MAIN
50th YEAR CDBG PROJECT NO. (B-24-UC-48-0001-62-15)

Accepted by County

By:  2/3/26
Wren Davis
CDBG Program Manager

Date: _____

By: _____

Date: _____

By: _____

Date: _____



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:
{{customNumber.courtOrder}}

Page: 1 of 9

Department: Constable Precincts

Prepared By: Vanessa Perez, Agenda
Manager

Approved By: Travis Yarbrough

SUBJECT:

Receive and File the 2025 Racial Profiling Data from the Tarrant County Constables' Offices

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court receive and file the 2025 Racial Profiling Data from the eight (8) Tarrant County Constables' Offices.

BACKGROUND

In 2001, the Texas State Legislature amended Chapter 2 of the Code of Criminal Procedure and mandated that law enforcement agencies implement specific policies and procedures to prevent racial profiling by certain peace officers.

In accordance with Texas law, the Tarrant County Sheriff's and Constables' Offices have submitted their 2025 data reports.

FISCAL IMPACT

There is no fiscal impact associated with the filing of these reports.

Attachments

[Precinct 1](#)

[Precinct 2](#)

[Precinct 3](#)

[Precinct 4](#)

[Precinct 5](#)

[Precinct 6](#)

[Precinct 7](#)

[Precinct 8](#)

Racial Profiling Report | Exempt

Agency Name: TARRANT CO. CONST. PCT. 1
Reporting Date: 01/28/2026
TCOLE Agency Number: 439101

Chief Administrator: HARRY D CLARK III

Agency Contact Information:
Phone: (817) 884-1385
Email: HDCLARK@TARRANTCOUNTY.COM

Mailing Address:
100 W WEATHERFORD, FORT WORTH, TX, 76196

FULL EXEMPTION RACIAL PROFILING REPORT

Article 2.132 CCP Law Enforcement Policy on Racial Profiling a.) In this article:

1.) "Law enforcement agency" means an agency of the state, or of a county, municipality , or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

I certify it is not the policy of this agency to make traffic stops in the routine performance of the officers' official duties.

Executed by: Thomas Sanders
Chief Deputy Constable

Date: 01/28/2026

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Report | Exempt

Agency Name: TARRANT CO. CONST. PCT. 2
Reporting Date: 02/09/2026
TCOLE Agency Number: 439102

Chief Administrator: JOHN D WOODRUFF

Agency Contact Information:
Phone: (817) 548-3910
Email: jdwoodruff@tarrantcountytexas.gov

Mailing Address:
700 East Abram Street, Suite 202, ARLINGTON, TX, 76010

FULL EXEMPTION RACIAL PROFILING REPORT

Article 2.132 CCP Law Enforcement Policy on Racial Profiling a.) In this article:

1.) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

I certify it is not the policy of this agency to make traffic stops in the routine performance of the officers' official duties.

Executed by: WESLEY SURLEY
Chief Deputy

Date: 02/09/2026

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Report | Exempt

Agency Name: TARRANT CO. CONST. PCT. 3
Reporting Date: 02/03/2026
TCOLE Agency Number: [REDACTED]

Chief Administrator: DARRELL W HUFFMAN

Agency Contact Information:
Phone: (817) 581-3610
Email: dwhuffman@tarrantcounty.com

Mailing Address:
TARRANT CO. GOVERNMENT COMPLEX, 645 GRAPEVINE HWY., HURST, TX, 76054

FULL EXEMPTION RACIAL PROFILING REPORT

Article 2.132 CCP Law Enforcement Policy on Racial Profiling a.) In this article:

1.) "Law enforcement agency" means an agency of the state, or of a county, municipality , or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

I certify it is not the policy of this agency to make traffic stops in the routine performance of the officers' official duties.

Executed by: John DeAngelis
CHIEF DEPUTY

Date: 02/03/2026

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Report | Exempt

Agency Name: TARRANT CO. CONST. PCT. 4
Reporting Date: 01/06/2026
TCOLE Agency Number: 439104

Chief Administrator: JOE D JOHNSON

Agency Contact Information:
Phone: (817) 238-4410
Email: jdjohnson4@tarrantcountytexas.gov

Mailing Address:
6713 TELEPHONE RD., FORT WORTH, TX, 76135

FULL EXEMPTION RACIAL PROFILING REPORT

Article 2.132 CCP Law Enforcement Policy on Racial Profiling a.) In this article:

1.) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

I certify it is not the policy of this agency to make traffic stops in the routine performance of the officers' official duties.

Executed by: FREDERICK ROGERS
chief deputy

Date: 01/06/2026

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Report | Full

Agency Name: TARRANT CO. CONST. PCT. 5
Reporting Date: 02/03/2026
TCOLE Agency Number: 439105

Chief Administrator: PEDRO C MUNOZ

Agency Contact Information:
Phone: (817) 884-1892
Email: pcmunoz@tarrantcounty.com

Mailing Address:
300 W. BELKNAP, FORT WORTH, TX, 76196

This Agency filed a full report

TARRANT CO. CONST. PCT. 5 has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the TARRANT CO. CONST. PCT. 5 from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the TARRANT CO. CONST. PCT. 5 if the individual believes that a peace officer employed by the TARRANT CO. CONST. PCT. 5 has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the TARRANT CO. CONST. PCT. 5 who, after an investigation, is shown to have engaged in racial profiling in violation of the TARRANT CO. CONST. PCT. 5 policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The TARRANT CO. CONST. PCT. 5 has satisfied the statutory data audit requirements as prescribed in Article 2.133 (c), Code of Criminal Procedure during the reporting period.

Executed by: Joseph Maldonado
Chief Deputy

Date: 02/03/2026

Total stops: 126

Street address or approximate location of the stop

City street	108
US highway	13
County road	1
State highway	4
Private property or other	0

Was race or ethnicity known prior to stop?

Yes	0
No	126

Race / Ethnicity

Alaska Native / American Indian	1
Asian / Pacific Islander	1
Black	27
White	50
Hispanic / Latino	47

Gender

Female	53
Alaska Native / American Indian	1
Asian / Pacific Islander	1
Black	13
White	26
Hispanic / Latino	12
Male	73
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	14
White	24
Hispanic / Latino	35

Reason for stop?

Violation of law	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0

Hispanic / Latino	0
Preexisting knowledge	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Moving traffic violation	99
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	22
White	42
Hispanic / Latino	33
Vehicle traffic violation	26
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	8
Hispanic / Latino	14
Was a search conducted?	
Yes	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	1
No	124
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Reason for Search?	
Consent	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0		
Contraband	1		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	1		
Probable	1		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	1		
White	0		
Hispanic / Latino	0		
Inventory	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Incident to arrest	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Was Contraband discovered?			
Yes	2	Did the finding result in arrest?	
		(total should equal previous column)	
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	1	Yes 1	No 0
White	0	Yes 0	No 0
Hispanic / Latino	1	Yes 0	No 0
No	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		

Description of contraband	
Drugs	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	1
Weapons	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Result of the stop	
Verbal warning	114

Alaska Native / American Indian	1
Asian / Pacific Islander	1
Black	24
White	46
Hispanic / Latino	42
Written warning	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation	11
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	4
Hispanic / Latino	5
Written warning and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	0
Hispanic / Latino	0
Violation of Traffic Law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	0
Outstanding Warrant	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Was physical force resulting in bodily injury used during stop?

Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	126
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	<input type="checkbox"/>
Use Department's submitted analysis	<input type="checkbox"/>

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Report Totals
Tarrant County Constables Office
Constable PCT 6
Report Date 1/1/2025 and 12/31/2025

Contacts By Race						
Asian	Black	Hispanic	Middle Eastern	Native American	White	Total
2	3	2			7	14
Contacts By Violation						
Violation of Law Other Than Traffic	Pre-Existing Knowledge (i.e. warrant)	Moving Traffic Violation	Vehicle Traffic Violation	Total		
		14		14		
Final Outcome						
	Arrested	Cited	Arrested / Cited	Warned	Released	Totals
Asian				2		2
Black				3		3
Hispanic				2		2
Middle Eastern						
Native American						
White		1		6		7
TOTALS	0	1	0	13	0	14
Searches						
	Consensual	Non-Consensual		Totals		
Alcohol				0		
Drugs				0		
Property				0		
Weapons				0		
Other				0		
None				0		
TOTALS	0	0		0		

Racial Profiling Report | Full

Agency Name: TARRANT CO. CONST. PCT. 7

Reporting Date: 01/07/2026

TCOLE Agency Number: 439107

Chief Administrator: Sandra Lee

Agency Contact Information:

Phone: (817) 473-5110

Email: sdlee@tarrantcounty.com

Mailing Address:

1100 BROAD ST, MANSFIELD, TX, 76063

This Agency filed a full report

TARRANT CO. CONST. PCT. 7 has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the TARRANT CO. CONST. PCT. 7 from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the TARRANT CO. CONST. PCT. 7 if the individual believes that a peace officer employed by the TARRANT CO. CONST. PCT. 7 has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the TARRANT CO. CONST. PCT. 7 who, after an investigation, is shown to have engaged in racial profiling in violation of the TARRANT CO. CONST. PCT. 7 policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The TARRANT CO. CONST. PCT. 7 has satisfied the statutory data audit requirements as prescribed in Article 2.133 (c), Code of Criminal Procedure during the reporting period.

Executed by: warren mitchell
Chief Deputy

Date: 01/07/2026

Total stops: 31

Street address or approximate location of the stop

City street	17
US highway	9
County road	1
State highway	4
Private property or other	0

Was race or ethnicity known prior to stop?

Yes	21
No	10

Race / Ethnicity

Alaska Native / American Indian	2
Asian / Pacific Islander	2
Black	11
White	10
Hispanic / Latino	6

Gender

Female	6
Alaska Native / American Indian	1
Asian / Pacific Islander	1
Black	4
White	0
Hispanic / Latino	0
Male	25
Alaska Native / American Indian	1
Asian / Pacific Islander	1
Black	7
White	10
Hispanic / Latino	6

Reason for stop?

Violation of law	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1

Hispanic / Latino	0
Preexisting knowledge	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Moving traffic violation	25
Alaska Native / American Indian	2
Asian / Pacific Islander	2
Black	8
White	8
Hispanic / Latino	5
Vehicle traffic violation	5
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	1
Hispanic / Latino	1
Was a search conducted?	
Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
No	31
Alaska Native / American Indian	2
Asian / Pacific Islander	2
Black	11
White	10
Hispanic / Latino	6
Reason for Search?	
Consent	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0		
Contraband	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Probable	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Inventory	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Incident to arrest	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Was Contraband discovered?			
Yes	0	Did the finding result in arrest?	
		(total should equal previous column)	
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	0	Yes 0	No 0
White	0	Yes 0	No 0
Hispanic / Latino	0	Yes 0	No 0
No	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		

Description of contraband

Drugs	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Weapons	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Result of the stop

Verbal warning	30
-----------------------	-----------

Alaska Native / American Indian	2
Asian / Pacific Islander	2
Black	11
White	10
Hispanic / Latino	5
Written warning	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Written warning and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	0
Hispanic / Latino	0
Violation of Traffic Law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Was physical force resulting in bodily injury used during stop?

Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	31
Alaska Native / American Indian	2
Asian / Pacific Islander	2
Black	11
White	10
Hispanic / Latino	6

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	<input type="checkbox"/>
Use Department's submitted analysis	<input type="checkbox"/>

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Analysis Report

v. Hispanic/ Latino	0	
e. Stolen Property	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Other	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
11. Result of Stop:		
a. Verbal Warning	30	96.77%
i. Alaska/ Native American/ Indian	2	6.67%
ii. Asian/ Pacific Islander	2	6.67%
iii. Black	11	36.67%
iv. White	10	33.33%
v. Hispanic/ Latino	5	16.67%
b. Written Warning	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Citation	1	3.23%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%
d. Written Warning and Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

Racial Profiling Analysis Report

e. Citation and Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
12. Arrest Based On:		
a. Violation of Penal Code	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Violation of Traffic Law	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

Racial Profiling Analysis Report

13. Was Physical Force Used:

a. NO	31	100.00%
i. Alaska/ Native American/ Indian	2	6.45%
ii. Asian/ Pacific Islander	2	6.45%
iii. Black	11	35.48%
iv. White	10	32.26%
v. Hispanic/ Latino	6	19.35%
b. YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	

14. Total Number of Racial Profiling Complaints Received: 0

REPORT DATE COMPILED 01/07/2026

Racial Profiling Analysis Report

Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iv. White	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
v. Hispanic/ Latino	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
b. NO	0	0.00%
i. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
10. Description of Contraband:		
a. Drugs	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Alcohol	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	

Racial Profiling Analysis Report

iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
b. Pre-Existing Knowledge	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Moving Traffic Violation	25	80.65%
i. Alaska/ Native American/ Indian	2	8.00%
ii. Asian/ Pacific Islander	2	8.00%
iii. Black	8	32.00%
iv. White	8	32.00%
v. Hispanic/ Latino	5	20.00%
d. Vehicle Traffic Violation	5	16.13%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	3	60.00%
iv. White	1	20.00%
v. Hispanic/ Latino	1	20.00%
07. Was a Search Conducted:		
a. NO	31	100.00%
i. Alaska/ Native American/ Indian	2	6.45%
ii. Asian/ Pacific Islander	2	6.45%
iii. Black	11	35.48%
iv. White	10	32.26%
v. Hispanic/ Latino	6	19.35%
b. YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
08. Reason for Search:		
a. Consent	0	0.00%

Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Contraband in Plain View	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Probable Cause	0	0.00%
ii. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Inventory	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
e. Incident to Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
09. Was Contraband Discovered:		
YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iii. Black	0	

Racial Profiling Analysis Report

TARRANT CO. CONST. PCT. 7

01. Total Traffic Stops:	31	
02. Location of Stop:		
a. City Street	17	54.84%
b. US Highway	9	29.03%
c. County Road	1	3.23%
d. State Highway	4	12.90%
e. Private Property or Other	0	0.00%
03. Was Race known prior to Stop:		
a. NO	10	32.26%
b. YES	21	67.74%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	2	6.45%
b. Asian/ Pacific Islander	2	6.45%
c. Black	11	35.48%
d. White	10	32.26%
e. Hispanic/ Latino	6	19.35%
05. Gender:		
a. Female	6	19.35%
i. Alaska/ Native American/ Indian	1	3.23%
ii. Asian/ Pacific Islander	1	3.23%
iii. Black	4	12.90%
iv. White	0	0.00%
v. Hispanic/ Latino	0	0.00%
b. Male	25	80.65%
i. Alaska/ Native American/ Indian	1	3.23%
ii. Asian/ Pacific Islander	1	3.23%
iii. Black	7	22.58%
iv. White	10	32.26%
v. Hispanic/ Latino	6	19.35%
06. Reason for Stop:		
a. Violation of Law	1	3.23%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%

LEA Questionnaire Form 2025
TARRANT CO. CONST. PCT. 8

TCOLE records indicate your agency Chief Administrator is: MICHAEL R. CAMPBELL Is this correct? Yes

Outside of agency Peace Officer Work

Does your agency employ any peace officer who is assigned as a **school resource officer**? No

"**School resource officer**" means a peace officer who is assigned by the officer's employing political subdivision to provide a police presence at a public school, safety or drug education to students of a public school, or other similar services. The term does not include a peace officer who provides law enforcement at:

- (1) a public school only for extracurricular activities; or
- (2) a public school event only for extracurricular activities

Do any of the officers appointed by your agency work extra jobs, contract work, or other forms of off-duty employment No in which they act as a school resource officer?

Submitted by DONALD CARTER on 2026-02-05

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Report | Full

Agency Name: TARRANT CO. CONST. PCT. 8
Reporting Date: 02/05/2026
TCOLE Agency Number: 439108

Chief Administrator: Michael R Campbell

Agency Contact Information:
Phone: (817) 531-5610
Email: mcampbell@tarrantcounty.com

Mailing Address:
3212 MILLER AVE., FORT WORTH, TX, 76119

This Agency filed a full report

TARRANT CO. CONST. PCT. 8 has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the TARRANT CO. CONST. PCT. 8 from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the TARRANT CO. CONST. PCT. 8 if the individual believes that a peace officer employed by the TARRANT CO. CONST. PCT. 8 has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the TARRANT CO. CONST. PCT. 8 who, after an investigation, is shown to have engaged in racial profiling in violation of the TARRANT CO. CONST. PCT. 8 policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The TARRANT CO. CONST. PCT. 8 has satisfied the statutory data audit requirements as prescribed in Article 2.133 (c), Code of Criminal Procedure during the reporting period.

Executed by: DONALD CARTER JR.
CHIEF DEPUTY

Date: 02/05/2026

Total stops: 20

Street address or approximate location of the stop

City street	20
US highway	0
County road	0
State highway	0
Private property or other	0

Was race or ethnicity known prior to stop?

Yes	0
No	20

Race / Ethnicity

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	10
White	8
Hispanic / Latino	2

Gender

Female	9
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	7
White	2
Hispanic / Latino	0
Male	11
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	9
White	1
Hispanic / Latino	1

Reason for stop?

Violation of law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0
Preexisting knowledge	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Moving traffic violation	9
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	5
White	4
Hispanic / Latino	0
Vehicle traffic violation	11
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	5
White	6
Hispanic / Latino	0
Was a search conducted?	
Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
No	20
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	10
White	8
Hispanic / Latino	2
Reason for Search?	
Consent	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0		
Contraband	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Probable	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Inventory	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Incident to arrest	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Was Contraband discovered?			
Yes	0	Did the finding result in arrest?	
		(total should equal previous column)	
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	0	Yes 0	No 0
White	0	Yes 0	No 0
Hispanic / Latino	0	Yes 0	No 0
No	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		

Description of contraband

Drugs	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Weapons	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Result of the stop

Verbal warning	20
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Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Written warning	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Written warning and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	0
Hispanic / Latino	0
Violation of Traffic Law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Was physical force resulting in bodily injury used during stop?

Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	20
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	10
White	8
Hispanic / Latino	2

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	<input type="checkbox"/>
Use Department's submitted analysis	<input type="checkbox"/>

Optional Narrative

NONE

Submitted electronically to the



The Texas Commission on Law Enforcement



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 10

Department: County Clerk

Prepared By: Norma Gorena, Executive
Assistant to County Clerk

Approved By: James Knowles

SUBJECT:

Receive and File the County Clerk's Monthly Report - January 2026

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court receive and file the County Clerk's Monthly Report for January 2026.

BACKGROUND

Under Section 114.044, Texas Local Government Code, the County Clerk is requesting that the Commissioners Court receive and file the County Clerk's Report of Receipts and Disbursements for January 2026.

FISCAL IMPACT

There is no fiscal impact with this action.

Attachments

[Commissioners Court Communication - January 2026 Financials.pdf](#)

MARY LOUISE NICHOLSON, COUNTY CLERK
TARRANT COUNTY
MONTHLY REPORT - COURTS
For January 01, 2026 through January 31, 2026

	Account	Month to Date
General Fund Receipts:		
Due To CSCD	10000-208210	\$ 894.72
Publication Fee	10000-208299	-
Criminal Justice Planning Fund	10000-209205	-
Law Enforcement Off Std/Ed	10000-209206	-
J& CPT Fund	10000-209207	-
Comp For Victims Of Crime	10000-209208	-
Crimestoppers Fee	10000-209211	-
Law Enforcement Mgmt Institute	10000-209212	-
Comp Rehabilitation Fund	10000-209213	-
General Revenue	10000-209214	-
Breath Alcohol Testing	10000-209215	-
Law Enforce Officer Admin Fee	10000-209223	-
Consolidated State Fees	10000-209225	53,719.73
Fugitive Apprehension	10000-209226	-
Juvenile Crime/Delinquency-State	10000-209227	-
Time Payment Fee	10000-209228	3.04
Legal Service for Indigent	10000-209229	-
Judicial Fund Support Fee-CCL	10000-209231	-
Judicial Fund Support Fee-Probate	10000-209231	-
Judicial Fund Support Fee-Criminal	10000-209231	-
Correctional Management	10000-209234	-
DNA Testing	10000-209235	-
Non Disclosure Fees	10000-209237	-
Jury Reimbursement Fees-JF05	10000-209239	8.49
EMS	10000-209240	17,783.84
Judicial Fee-Conv	10000-209241	12.73
Judicial Fees - Filings (JSAL)	10000-209247	-
TDPS Failure to Appear/Pay-State	10000-209248	23.89
Drug Court Fees-DWI - State	10000-209250	11.51
Indigent Defense Representation	10000-209251	4.26
Judicial Fee 51.702b	10000-209252	31.82
Moving Violation Fee	10000-209255	0.03
Truancy Prevention	10000-209257	-
Electronic Filing System Fund Fee	10000-209258	-
Electronic Filing Criminal Court Cost	10000-209259	5.60
Judicial Court Training Fee	10000-209261	-
DWI Traffic Fine HB 2048	10000-209269	38,411.29
State Traffic Fine TC 542.4031	10000-209270	50.00
State Initial Filing Fee SB41	10000-209272	55,901.00
State Subsequent Filing Fee SB41	10000-209273	135.00
TX Controlled Substance Act 102.0179	10000-209281	757.00
TDPS Failure to Appear/Pay-Omnibase-Vendor	10000-209809	7.17
Sheriff Fees	10000-422001	6,888.80
Breath Alcohol Test	10000-422008	5.91
Constable Fees:		
Pct # 1	10000-423101	9,451.00
Pct # 2	10000-423201	1,350.00
Pct # 3	10000-423301	540.00
Pct # 4	10000-423401	1,530.00
Pct # 5	10000-423501	1,080.00
Pct # 6	10000-423601	630.00
Pct # 7	10000-423701	1,170.00
Pct # 8	10000-423801	1,530.00
Consolidated Local Fee A & B	10000-424001	39,771.53
Consolidated Local Fee C	10000-424002	584.30
Local Initial Filing Fee CCL - SB41	10000-424003	185,469.33
Local Subsequent Filing Fee CCL - SB41	10000-424004	805.00
Local Initial Filing Fee PRB - SB41	10000-424005	79,245.00
Local Subsequent Filing Fee PRB - SB41	10000-424006	1,125.00
E-File Fee	10000-424118	-
Certified Copies	10000-424122	9,775.00
Clerk Fees - Civil Courts	10000-424131	9,351.30
Clerk Fees - Probate Courts	10000-424141	15,495.00
Document File Fee	10000-424142	225.00
Probate Public Administrator	10000-424143	-
Clerks Fee-Criminal Courts	10000-424151	861.13
Local Judicial Fund (misdemeanor conviction fee)	10000-424152	10.00
Transaction Fees	10000-424153	3,062.00
TDPS Failure to Appear/Pay-County	10000-424154	602.12
Time Payment Fee	10000-424156	3,515.87
Court Reporter Fees	10000-424161	30.00
Video Fees/Revocation Fees	10000-424165	3,189.01
Asst. Court Investigator	10000-424171	-
Court Investigator	10000-424172	-

MARY LOUISE NICHOLSON, COUNTY CLERK
TARRANT COUNTY
MONTHLY REPORT - COURTS
For January 01, 2026 through January 31, 2026

	Account	Month to Date
Miscellaneous Income (Fine Overpayments)	10000-424180	238.00
Attorney Access Fee - Setup	10000-424182	350.00
Attorney Access Fee - Annual	10000-424183	3,300.00
Other Revenue-Due to Auditor	10000-424198	-
District Clerk Fees	10000-424201	-
District Attorney Fees	10000-424411	-
Probate Judge # 1	10000-425101	858.00
Probate Judge # 2	10000-425201	708.00
Jury Fees	10000-429701	450.00
Publication/Miscellaneous Fee	10000-429999	-
Fines:		
CCC # 1	10000-432101	8,926.69
CCC # 2	10000-432102	5,385.20
CCC # 3	10000-432103	7,833.21
CCC # 4	10000-432104	8,596.67
CCC # 5	10000-432105	2,671.80
CCC # 6	10000-432106	2,639.50
CCC # 7	10000-432107	9,161.10
CCC # 8	10000-432108	8,868.98
CCC # 9	10000-432109	5,739.99
CCC # 10	10000-432110	16,172.80
Interest on Bond Forfeitures	10000-450001	913.55
Interest on NISI Judgement	10000-450002	-
Attorney/Restitution Fees Probate	10000-481003	-
Attorney/Restitution Fees:		
CCC # 1	10000-481003	-
CCC # 2	10000-481003	39.52
CCC # 3	10000-481003	-
CCC # 4	10000-481003	-
CCC # 5	10000-481003	555.69
CCC # 6	10000-481003	443.26
CCC # 7	10000-481003	285.81
CCC # 8	10000-481003	360.63
CCC # 9	10000-481003	292.32
CCC # 10	10000-481003	-
Bond Forfeitures:		
CCC # 1	10000-481004	3,835.00
CCC # 2	10000-481004	1,995.91
CCC # 3	10000-481004	7,390.50
CCC # 4	10000-481004	6,880.00
CCC # 5	10000-481004	-
CCC # 6	10000-481004	1,877.00
CCC # 7	10000-481004	4,184.00
CCC # 8	10000-481004	1,941.00
CCC # 9	10000-481004	1,500.00
CCC # 10	10000-481004	377.00
NISI Judgment Amount	10000-481004	-
Contempt Of Court	10000-481008	-
Medicaid - Court Investigator	10000-481009	-
Medicaid - Ad Litem	10000-481011	-
Other Revenue	10000-485003	198.00
Other Revenue-Due to Auditor	10000-485003	-
Other Revenue- Postage	10000-485003	6.00
Records Management - CC	21100-424175	5.32
Records Management - Court at Law & Probate	21200-424174	-
Records Management - Criminal	21200-424175	57.75
Records Preservation Fee	21400-424174	-
Security Fees - Courts	22100-424167	16.36
Graffiti Eradication Cost	22400-424169	-
Juvenile Crime/Delinquency	22400-424169	-
Dispute Resolution (ADRS)	22500-429703	20.00
Local Guardianship Fund	23100-424155	-
Drug Court Fees-DWI	23200-424178	7.88
Drug Court Fees	23200-424179	3.63
Records Management - Technology	23300-424175	8.50
Law Library Fees	24100-424176	50.00
Probate Continuing Education	24200-425101	-
Appeal Justice Fund	24300-424166	-
Self - Insurance Fund	62100-424164	5.00

Total General Fund Receipts:

\$ 660,202.99

MARY LOUISE NICHOLSON, COUNTY CLERK
TARRANT COUNTY
MONTHLY REPORT - COURTS
For January 01, 2026 through January 31, 2026

	Account	Month to Date
General Fund Disbursements:		
Due To CSCD	10000-208210	\$ 894.72
Publication Fee	10000-208299	-
Criminal Justice Planning Fund	10000-209205	-
Law Enforcement Off Std/Ed	10000-209206	-
J& CPT Fund	10000-209207	-
Comp For Victims Of Crime	10000-209208	-
Crimestoppers Fee	10000-209211	-
Law Enforcement Mgmt Institute	10000-209212	-
Comp Rehabilitation Fund	10000-209213	-
General Revenue	10000-209214	-
Breath Alcohol Testing	10000-209215	-
Law Enforce Officer Admin Fee	10000-209223	-
Consolidated State Fees	10000-209225	53,719.73
Fugitive Apprehension	10000-209226	-
Juvenile Crime/Delinquency-State	10000-209227	-
Time Payment Fee	10000-209228	3.04
Legal Service for Indigent	10000-209229	-
Judicial Fund Support Fee-CCL	10000-209231	-
Judicial Fund Support Fee-Probate	10000-209231	-
Judicial Fund Support Fee-Criminal	10000-209231	-
Correctional Management	10000-209234	-
DNA Testing	10000-209235	-
Non Disclosure Fees	10000-209237	-
Jury Reimbursement Fees-JF05	10000-209239	8.49
EMS	10000-209240	17,783.84
Judicial Fee-Conv	10000-209241	12.73
Judicial Fees - Filings (JSAL)	10000-209247	-
TDPS Failure to Appear/Pay-State	10000-209248	23.89
Drug Court Fees-DWI - State	10000-209250	11.51
Indigent Defense Representation	10000-209251	4.26
Judicial Fee 51.702b	10000-209252	31.82
Moving Violation Fee	10000-209255	0.03
Truancy Prevention	10000-209257	-
Electronic Filing System Fund Fee	10000-209258	-
Electronic Filing Criminal Court Cost	10000-209259	5.60
Judicial Court Training Fee	10000-209261	-
DWI Traffic Fine HB 2048	10000-209269	38,411.29
State Traffic Fine TC 542.4031	10000-209270	50.00
State Initial Filing Fee SB41	10000-209272	55,901.00
State Subsequent Filing Fee SB41	10000-209273	135.00
TX Controlled Substance Act 102.0179	10000-209281	757.00
TDPS Failure to Appear/Pay-Omnibase-Vendor	10000-209809	7.17
Sheriff Fees	10000-422001	6,888.80
Breath Alcohol Test	10000-422008	5.91
Constable Fees:		
Pct # 1	10000-423101	9,451.00
Pct # 2	10000-423201	1,350.00
Pct # 3	10000-423301	540.00
Pct # 4	10000-423401	1,530.00
Pct # 5	10000-423501	1,080.00
Pct # 6	10000-423601	630.00
Pct # 7	10000-423701	1,170.00
Pct # 8	10000-423801	1,530.00
Consolidated Local Fee A & B	10000-424001	39,771.53
Consolidated Local Fee C	10000-424002	584.30
Local Initial Filing Fee CCL - SB41	10000-424003	185,469.33
Local Subsequent Filing Fee CCL - SB41	10000-424004	805.00
Local Initial Filing Fee PRB - SB41	10000-424005	79,245.00
Local Subsequent Filing Fee PRB - SB41	10000-424006	1,125.00
E-File Fee	10000-424118	-
Certified Copies	10000-424122	9,775.00
Clerk Fees - Civil Courts	10000-424131	9,351.30
Clerk Fees - Probate Courts	10000-424141	15,495.00
Document File Fee	10000-424142	225.00
Probate Public Administrator	10000-424143	-
Clerks Fee-Criminal Courts	10000-424151	861.13
Local Judicial Fund (misdemeanor conviction fee)	10000-424152	10.00
Transaction Fees	10000-424153	3,062.00
TDPS Failure to Appear/Pay-County	10000-424154	602.12
Time Payment Fee	10000-424156	3,515.87
Court Reporter Fees	10000-424161	30.00
Video Fees/Revocation Fees	10000-424165	3,189.01
Asst. Court Investigator	10000-424171	-

MARY LOUISE NICHOLSON, COUNTY CLERK
TARRANT COUNTY
MONTHLY REPORT - COURTS
For January 01, 2026 through January 31, 2026

	Account	Month to Date
Court Investigator	10000-424172	-
Miscellaneous Income (Fine Overpayments)	10000-424180	245.00
Fine Overpayments-Escheat to County & State	10000-424180	-
Attorney Access Fee - Setup	10000-424182	350.00
Attorney Access Fee - Annual	10000-424183	3,300.00
Other Revenue-Due to Auditor	10000-424198	-
District Clerk Fees	10000-424201	-
District Attorney Fees	10000-424411	-
Probate Judge # 1	10000-425101	858.00
Probate Judge # 2	10000-425201	708.00
Jury Fees	10000-429701	450.00
Publication/Miscellaneous Fee	10000-429999	-
Fines:		
CCC # 1	10000-432101	8,926.69
CCC # 2	10000-432102	5,385.20
CCC # 3	10000-432103	7,833.21
CCC # 4	10000-432104	8,596.67
CCC # 5	10000-432105	2,671.80
CCC # 6	10000-432106	2,639.50
CCC # 7	10000-432107	9,161.10
CCC # 8	10000-432108	8,868.98
CCC # 9	10000-432109	5,739.99
CCC # 10	10000-432110	16,172.80
Interest on Bond Forfeitures	10000-450001	913.55
Interest on NISI Judgement	10000-450002	-
Attorney/Restitution Fees Probate	10000-481003	-
Attorney/Restitution Fees:		
CCC # 1	10000-481003	-
CCC # 2	10000-481003	39.52
CCC # 3	10000-481003	-
CCC # 4	10000-481003	-
CCC # 5	10000-481003	555.69
CCC # 6	10000-481003	443.26
CCC # 7	10000-481003	285.81
CCC # 8	10000-481003	360.63
CCC # 9	10000-481003	292.32
CCC # 10	10000-481003	-
Bond Forfeitures:		
CCC # 1	10000-481004	3,835.00
CCC # 2	10000-481004	1,995.91
CCC # 3	10000-481004	7,390.50
CCC # 4	10000-481004	6,880.00
CCC # 5	10000-481004	-
CCC # 6	10000-481004	1,877.00
CCC # 7	10000-481004	4,184.00
CCC # 8	10000-481004	1,941.00
CCC # 9	10000-481004	1,500.00
CCC # 10	10000-481004	377.00
NISI Judgment Amount	10000-481004	-
Contempt Of Court	10000-481008	-
Medicaid - Court Investigator	10000-481009	-
Medicaid - Ad Litem	10000-481011	-
Other Revenue	10000-485003	911.00
Other Revenue - Escheat to County & State	10000-485003	-
Other Revenue-Due to Auditor	10000-485003	-
Other Revenue- Postage	10000-485003	6.00
Records Management - CC	21100-424175	5.32
Records Management - Court at Law & Probate	21200-424174	-
Records Management - Criminal	21200-424175	57.75
Records Preservation Fee	21400-424174	-
Security Fees - Courts	22100-424167	16.36
Graffiti Eradication Cost	22400-424169	-
Juvenile Crime/Delinquency	22400-424169	-
Dispute Resolution (ADRS)	22500-429703	20.00
Local Guardianship Fund	23100-424155	-
Drug Court Fees-DWI	23200-424178	7.88
Drug Court Fees	23200-424179	3.63
Records Management - Technology	23300-424175	8.50
Law Library Fees	24100-424176	50.00
Probate Continuing Education	24200-425101	-
Appeal Justice Fund	24300-424166	-
Self - Insurance Fund	62100-424164	5.00

Total General Fund Disbursements:

\$ 660,922.99

**MARY LOUISE NICHOLSON, COUNTY CLERK
TARRANT COUNTY
COUNTY COURT AT LAW
SCHEDULE OF RECEIPTS
For January 01, 2026 through January 31, 2026**

	Account	Month to Date
Legal Service for Indigent	10000-209229	\$ -
Judicial Support Fund	10000-209231	-
Judicial Fee- Filings (JSAL)	10000-209247	-
Electronic Filing System Fund Fee	10000-209258	-
Judicial Court Training Fee	10000-209261	-
State Initial Filing Fee SB41	10000-209272	1,233.00
State Subsequent Filing Fee SB41	10000-209273	90.00
Sheriff's Fees	10000-422001	-
Constable Fees:		
Precinct #1	10000-423101	1,260.00
Precinct #2	10000-423201	900.00
Precinct #3	10000-423301	360.00
Precinct #4	10000-423401	1,440.00
Precinct #5	10000-423501	990.00
Precinct #6	10000-423601	540.00
Precinct #7	10000-423701	810.00
Precinct #8	10000-423801	1,440.00
Local Initial Filing Fee CCL - SB41	10000-424003	166,353.00
Local Subsequent Filing Fee CCL - SB41	10000-424004	805.00
E-File Fee	10000-424118	-
Certified Copies	10000-424122	677.00
Clerk Fees - Civil	10000-424131	9,351.30
Court Reporter	10000-424161	-
Jury Fee	10000-429701	440.00
Contempt of Court	10000-481008	-
Other Revenue	10000-485003	-
Other Revenue-Due to Auditor	10000-485003	-
Other Revenue-Postage	10000-485003	6.00
Records Management - Courts	21200-424174	-
Records Preservation	21400-424174	-
Security Fees - Courts	22100-424167	-
Dispute Resolution (ADRS)	22500-429703	-
Law Library Fees	24100-424176	-
Appeal Justice Fund	24300-424166	-
County Court at Law - General Fund Total		\$ 186,695.30
Trust Fund		290,225.60
Total County Court at Law - January 2026		\$ 476,920.90

**MARY LOUISE NICHOLSON, COUNTY CLERK
TARRANT COUNTY
PROBATE AND MENTAL HEALTH COURTS
SCHEDULE OF RECEIPTS
For January 01, 2026 through January 31, 2026**

	<u>Account</u>	<u>Month to Date</u>
Publication Fee	10000-208299	\$ -
Legal Service for Indigent	10000-209229	-
Judicial Support Fund	10000-209231	-
Judicial Fee- Filings (JSAL)	10000-209247	-
Electronic Filing System Fund Fee	10000-209258	-
Judicial Court Training Fee	10000-209261	-
State Initial Filing Fee SB41	10000-209272	45,621.00
State Subsequent Filing Fee SB41	10000-209273	45.00
Constable Fees:		
Precinct #1	10000-423101	8,191.00
Precinct #2	10000-423201	450.00
Precinct #3	10000-423301	180.00
Precinct #4	10000-423401	90.00
Precinct #5	10000-423501	90.00
Precinct #6	10000-423601	90.00
Precinct #7	10000-423701	360.00
Precinct #8	10000-423801	90.00
Local Initial Filing Fee PRB - SB41	10000-424005	79,245.00
Local Subsequent Filing Fee PRB - SB41	10000-424006	1,125.00
E-File Fee	10000-424118	-
Copies	10000-424122	3,034.00
Copies- Probate CC	10000-424122	-
Clerk Fees - Probate	10000-424141	15,495.00
Document File Fee	10000-424142	225.00
Probate Public Administrator	10000-424143	-
Court Reporter	10000-424161	-
Assistant Court Investigator	10000-424171	-
Court Investigator	10000-424172	-
Attorney Access Fee - Setup	10000-424182	350.00
Attorney Access Fee - Annual	10000-424183	3,300.00
Probate Judge #1	10000-425101	858.00
Probate Judge #2	10000-425201	708.00
Jury Fee	10000-429701	5.00
Attorney/Restitution Fees Probate	10000-481003	-
Contempt of Court	10000-481008	-
Medicaid - Court Investigator	10000-481009	-
Medicaid - Ad Litem	10000-481011	-
Other Revenue	10000-485003	198.00
Other Revenue-Due to Auditor	10000-424198	-
Other Revenue-Postage	10000-485003	-
Records Management - Courts	21200-424174	-
Records Preservation	21400-424174	-
Security Fees - Courts	22100-424167	-
Dispute Resolution (ADRS)	22500-429703	-
Local Guardianship Fund	23100-424155	-
Law Library Fees	24100-424176	-
Probate Continuing Education	24200-425101	-
Appeal Justice Fund	24300-424166	-
		<hr/>
Probate and Mental Health - General Fund Total		\$ 159,750.00
Trust Fund		489,572.71
Trust Fund - Ad Litem Fee		25,300.00
Total Probate and Mental Health Courts - January 2026		<hr/> \$ 674,622.71 <hr/>

**MARY LOUISE NICHOLSON, COUNTY CLERK
TARRANT COUNTY
CRIMINAL COURTS
SCHEDULE OF RECEIPTS
For January 01, 2026 through January 31, 2026**

	<u>Account</u>	<u>Month to Date</u>
Due To CSCD	10000-208210	\$ 894.72
Criminal Justice Planning Fund	10000-209205	-
Law Enforcement Off Std/Ed	10000-209206	-
J & CPT Fund	10000-209207	-
Comp for Victims of Crime	10000-209208	-
Crimestoppers Fee	10000-209211	-
Law Enforcement Mgmt Institute	10000-209212	-
Comp Rehabilitation Fund	10000-209213	-
General Revenue	10000-209214	-
Breath Alcohol Testing	10000-209215	-
Law Enforce Officer Admin Fee	10000-209223	-
Consolidated State Fees	10000-209225	53,719.73
Fugitive Apprehension	10000-209226	-
Juvenile Crime/Delinquency-State	10000-209227	-
Time Payment Fee	10000-209228	3.04
Legal Service for Indigent	10000-209229	-
Judicial Fund Support Fee	10000-209231	-
Correctional Management	10000-209234	-
DNA Testing	10000-209235	-
Non Disclosure Fees	10000-209237	-
Jury Reimbursement Fees-JF05	10000-209239	8.49
EMS	10000-209240	17,783.84
Judicial Fee-Conv	10000-209241	12.73
Judical Fees-JSAL	10000-209247	-
TDPS Failure to Appear/Pay-State	10000-209248	23.89
Drug Court Fees-DWI-State	10000-209250	11.51
Indigent Defense Representation	10000-209251	4.26
Judicial Fee 51.702b	10000-209252	31.82
Moving Violation Fee	10000-209255	0.03
Truancy Prevention	10000-209257	-
Electronic Filing System Fund Fee	10000-209258	-
Electronic Filing Criminal Court Cost	10000-209259	5.60
Judicial Court Training Fee	10000-209261	-
DWI Traffic Fine HB 2048	10000-209269	38,411.29
State Traffic Fine TC 542.4031	10000-209270	50.00
State Initial Filing Fee SB41	10000-209272	9,047.00
State Subsequent Filing Fee SB41	10000-209273	-
TX Controlled Substance Act 102.0179	10000-209281	757.00
TDPS Failure to Appear/Pay-Omnibase-Vendor	10000-209809	7.17
Sheriff Fees	10000-422001	6,888.80
Breath Alcohol Test	10000-422008	5.91
Consolidated Local Fee A & B	10000-424001	39,771.53
Consolidated Local Fee C	10000-424002	584.30
Local Initial Filing Fee - SB41	10000-424003	19,116.33
Local Subsequent Filing Fee - SB41	10000-424004	-
E-File Fee	10000-424118	-
Certified Copies	10000-424122	6,064.00
Clerks Fee	10000-424151	861.13
Local Judicial Fund (misdemeanor conviction fee)	10000-424152	10.00
Transaction Fees	10000-424153	3,062.00
TDPS Failure to Appear/Pay-County	10000-424154	602.12
Time Payment Fee	10000-424156	3,515.87
Court Reporter Fees	10000-424161	30.00
Video Fees/Revocation Fees	10000-424165	3,189.01
Miscellaneous Income (Fine Overpayments)	10000-424180	238.00
District Clerk Fees	10000-424201	-
District Attorney Fees	10000-424411	-
Jury Fees	10000-429701	5.00
Publication/Miscellaneous Fees	10000-429999	-

**MARY LOUISE NICHOLSON, COUNTY CLERK
TARRANT COUNTY
CRIMINAL COURTS
SCHEDULE OF RECEIPTS
For January 01, 2026 through January 31, 2026**

	<u>Account</u>	<u>Month to Date</u>
Fines:		
CCC #1	10000-432101	8,926.69
CCC #2	10000-432102	5,385.20
CCC #3	10000-432103	7,833.21
CCC #4	10000-432104	8,596.67
CCC #5	10000-432105	2,671.80
CCC #6	10000-432106	2,639.50
CCC #7	10000-432107	9,161.10
CCC #8	10000-432108	8,868.98
CCC #9	10000-432109	5,739.99
CCC #10	10000-432110	16,172.80
Interest on Bond Forfeitures	10000-450001	913.55
Interest on NISI Judgement	10000-450002	-
Attorney/Restitution Fees:		
CCC #1	10000-481003	-
CCC #2	10000-481003	39.52
CCC #3	10000-481003	-
CCC #4	10000-481003	-
CCC #5	10000-481003	555.69
CCC #6	10000-481003	443.26
CCC #7	10000-481003	285.81
CCC #8	10000-481003	360.63
CCC #9	10000-481003	292.32
CCC #10	10000-481003	-
Bond Forfeitures:		
CCC #1	10000-481004	3,835.00
CCC #2	10000-481004	1,995.91
CCC #3	10000-481004	7,390.50
CCC #4	10000-481004	6,880.00
CCC #5	10000-481004	-
CCC #6	10000-481004	1,877.00
CCC #7	10000-481004	4,184.00
CCC #8	10000-481004	1,941.00
CCC #9	10000-481004	1,500.00
CCC #10	10000-481004	377.00
NISI Judgment Amount	10000-481004	-
Contempt of Court	10000-481008	-
Other Fees	10000-485003	-
Other Fees-Due to Auditor	10000-485003	-
Records Management - CC	21100-424175	5.32
Records Management - Criminal	21200-424175	57.75
Records Preservation Fee	21400-424174	-
Security - Courts	22100-424167	16.36
Graffiti Eradication Cost	22400-424169	-
Juvenile Crime/Delinquency	22400-424169	-
Dispute Resolution (ADRS)	22500-429703	20.00
Drug Court Fees-DWI	23200-424178	7.88
Drug Court Fees	23200-424179	3.63
Records Management - Technology	23300-424175	8.50
Law Library	24100-424176	50.00
Appeal Justice Fund	24300-424166	-
Self-Insurance Fund	62100-424164	5.00
Total County Criminal Courts - January 2026		<u>\$ 313,757.69</u>

STATE OF TEXAS §

COUNTY OF TARRANT §

I, MARY LOUISE NICHOLSON, COUNTY CLERK OF TARRANT COUNTY, STATE OF TEXAS, certify that the above is a statement of the RECEIPTS AND CORRECT AND TRUE STATEMENT OF THE EXPENDITURES made by me for the month of January 2026, in connection with the office of County Clerk.

MARY LOUISE NICHOLSON, COUNTY CLERK
Tarrant County, Texas



By James Knowles

James Knowles
Accounting Manager

STATE OF TEXAS §

COUNTY OF TARRANT §

On this 10th day of February 2026, personally appeared James Knowles known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged he executed the same for the purpose therein contained.

In witness whereof, I hereunto set my hand and official seal.

MARY LOUISE NICHOLSON, COUNTY CLERK
Tarrant County, Texas



By Carol Stednitz

Carol Stednitz
Assistant Accounting Manager



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 7

Department: District Attorney

Prepared By: Blanca Castro Rodarte

Approved By: Steve Lund

SUBJECT:

Consideration of a Settlement Agreement and Full, Final and Complete Release in Connection with Claims Made Against Tarrant County, Texas by Daryl Grant

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider approving a Settlement Agreement and Full, Final and Complete Release signed by Daryl Grant for claims made against Tarrant County, and authorize the release of the settlement check without first appearing on the claims register.

BACKGROUND

Daryl Grant made a claim against Tarrant County for injuries resulting from a motor vehicle accident involving a Tarrant County vehicle driven by a Tarrant County employee. The incident occurred on or about July 30, 2024, in the 7400 block of Interstate Highway 20, Tarrant County, Texas.

A settlement has been reached between the parties and Daryl Grant has agreed to accept the sum of \$25,000.00 in full and final settlement of his claims against Tarrant County.

With approval of the Settlement Agreement and Full, Final and Complete Release, Daryl Grant will release all claims and the matter will be fully resolved.

This settlement agreement has been approved by the District Attorney's Office.

FISCAL IMPACT

The fiscal impact to Tarrant County is \$25,000.00 to fully settle the claims of Daryl Grant. Funding is available from account 61500-2026 Self Insurance Fund/1912000000 Self Insurance/575031 Settlement in Lieu of Litigation.

Attachments

[Grant Release.pdf](#)

[Grant Daryl Wayne - Signed Release.pdf](#)

TARRANT COUNTY §
STATE OF TEXAS §

SETTLEMENT AGREEMENT AND FULL, FINAL AND COMPLETE RELEASE

WHEREAS, DARYL GRANT hereby enters into this settlement agreement voluntarily and without coercion.

WHEREAS, the below signed parties desire to fully and finally settle all claims that Grant has asserted or could assert against Tarrant County, Texas (hereinafter referred to as "the County"), in connection with the facts and circumstances alleged concerning the incident(s) made the basis of this claim on or about July 30, 2024, at or about the 7400 block on Interstate Highway 20, Tarrant County, Texas.

NOW THEREFORE, Grant does hereby agree upon this Settlement Agreement and Full, Final and Complete Release of all of the issues involving and/or arising out of the incident(s) made the basis of this claim:

Grant agrees to accept the sum of **\$25,000.00** in full settlement of any and all claims, demands, actions and causes of action, of whatever kind or character, which he may now have, claim to have, or hereafter have against the County, its agents, officials, employees, officers, and/or attorneys or representatives, growing out of, connected with, resulting in, or pertaining to in any respects the matters and the things alleged by Grant against the County arising out of the incident(s) made the basis of this claim and particularly, but not limited to, any and all claims and demands for property damage, negligence, personal injuries, physical disabilities, physical and mental pain and suffering, mental anguish, loss of income, loss of ability and capacity to labor and earn money, loss of earnings, emotional injuries, claims for punitive and exemplary damages, claims for equitable relief of any and all kinds, claims for hospital, dentist, chiropractic, psychiatrist, psychologist, and other doctors bills and expenses, expenses for hospital and/or dental care and treatment, expenses for drugs, medications, medical tests and laboratories, expenses of transportation for medical or dental care, expenses for nurses, claims for psychological injuries or emotional distress, claims for loss of consortium and any and all other loss, expense and/or detriment of whatever kind or character, present, past or future, which Grant, either individually or in any capacity, may now have, hereafter have, or claim to have, growing out of, resulting from, or connected in any way with any acts and/or omissions whatsoever of the County, its agents, officials, employees, and/or attorneys or representatives as a result of the incident(s) made the basis of this claim.

A check will be issued in the amount of \$25,000.00. This check will be made payable to "DARYL GRANT and STANLEY & ASSOCIATES, PLLC."

The check will be delivered to Amanda Hankins, Stanley & Associates, 2600 K Avenue #180, Plano, Texas 75074. This is the full and final amount to be paid; no fur-

ther money will be paid to Grant, to his attorney(s), or to any other person or entity. The County makes no representation to Grant regarding the tax consequences of this designation, and the Grant is liable for any and all taxes due thereon, if any.

Grant understands and agrees that he intends to hereby forever discharge and acquit and fully release the County, its agents, officials, employees, attorneys and representatives of and from any and all claims and demands, actions and causes of action, of whatever kind or character, which he may now have or hereafter have, from any acts and/or omissions growing out of, resulting from, or connected in any way with the incident(s) made the basis of this claim.

Grant further understands and agrees hat all of his expenses growing out of or resulting from the said incident incurred in the past and which may be incurred in the future, including the expense of medical care, doctors, hospitals and all other costs and expenses will be paid by him, and that the amount paid herein is the entire cash consideration for this Settlement Agreement and Full, Final and Complete Release. Grant hereby indemnifies and forever holds harmless the County, its agents, officials, employees, officers, attorneys and representatives from any and all claims and demands for such liens, bills, and expenses incurred by anyone as a result of the said incident(s) made the basis of this claim.

Grant understands and agrees that the sum of \$25,000.00 paid herein to him is not merely a recital, but is the cash consideration for this Settlement Agreement and Full, Final and Complete Release affected thereby.

Grant expressly agrees and represents that he has, or will pay all medical bills, including, but not limited to, dental, hospital, chiropractic, psychiatric, psychological, nurses and other doctors' bills and expenses, and all other expenses he has incurred as a result of the said incident(s) made the basis of this dispute. Grant hereby indemnifies and forever holds harmless the County, its agents, officials, employees, officers, attorneys and representatives from any and all claims and demands for such liens, bills, and expenses including, but not limited to, those described in this paragraph, and especially of and from any liens under the Hospital Lien Law of the State of Texas, workers compensation liens and Medicare and Medicaid liens and/or superliens.

Grant hereby further represents and warrants that he has entered into this Settlement Agreement and Full, Final and Complete Release of his own free will, in accordance with his own judgment, and upon the advice of his attorney(s) and states that he has not been induced to enter into this Settlement Agreement and Full, Final and Complete Release by any statement, act or representation of any kind or character on the part of the County or on the part of

anyone. Grant acknowledges that he had the assistance of competent counsel in this matter who have vigorously engaged in negotiations on his behalf, and who have prior to signature of this document explained to Grant the benefits and risks of both settlement and non-settlement of this matter. Grant further acknowledges that he holds harmless the County, its agents, officials, employees, officers, attorneys and representatives from any claim of attorney's fees as to his attorney(s); payment of attorney's fees and costs is solely between Grant and his attorney(s), and the County will not pay or be called upon to pay any additional amount as attorney's fees or otherwise, except as herein set out.

In addition, in consideration of said payment, Grant hereby represents and warrants that this settlement is being made purely upon a compromise basis in order to avoid further trouble, litigation and expense, and that the County does not admit liability to Grant or anyone else as a result of the matters complained of or which might have been complained of but do and have at all times denied any and all such liability. Grant represents that he enters into this agreement and accepts its consequences voluntarily, and that in any proceeding or forum of any kind he is forever barred and estopped from claiming otherwise.

Grant understands and agrees that the general release given in this Settlement Agreement and Full, Final and Complete Release to the County is to cover all claims of all types, whether arising under common law, the statutes or regulations of the State of Texas, of any other state, or of the United States, or any foreign country.

Grant expressly warrants and represents that he is executing this Settlement Agreement and Full, Final and Complete Release, that he is legally competent to do so, and that no assignment, pledge, sale, or transfer of any right, title, interest, or claim of Grant has been made.

Grant further agrees and expressly warrants that he will indemnify and hold completely harmless the County, its agents, officials, employees, officers, attorneys and representatives and each of them, from any claims derivative of Grant, that may be made in the future, including any claim that may be made by Grant, or any person to whom Grant has assigned any rights, and said indemnification will include, but not be limited to, all amounts of all claims, attorneys' fees, and costs of court.

Grant acknowledges that this Settlement Agreement and Full, Final and Complete Release is being entered into on his part knowingly, voluntarily, and that he has had reasonable time to deliberate regarding its terms, and that he has had the right and time to consult with his attorney.

Grant also understands and agrees that this Settlement Agreement and Full,

Final and Complete Release contains the entire agreement of the parties. No change, modification, waiver or discharge of any or all of the terms and conditions of this Agreement shall be effective unless made in writing and signed by each party.

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 hereto. The provisions hereof are severable. Should any portion hereof be found invalid, the remainder of the agreement shall continue in force and effect. Enforcement, if such should be necessary, shall be by action in state court in Tarrant County, Texas.

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.

WITNESS OUR SIGNATURES on this the _____ day of _____, 2026.

DARYL GRANT

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day DARYL GRANT personally appeared, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has read the foregoing instrument 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 _____, 202__.

NOTARY PUBLIC, In and For
the State of TEXAS

FOR GRANT
APPROVED AS TO FORM:

Jacob Hughey
Stanley & Associates, PLLC
State Bar No. 24097855
2600 K Avenue #108
Plano, Texas 75074-5395
ATTORNEY FOR DARYL GRANT

(Date)

**FOR THE COUNTY
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 §
STATE OF TEXAS §

SETTLEMENT AGREEMENT AND FULL, FINAL AND COMPLETE RELEASE

WHEREAS, DARYL GRANT hereby enters into this settlement agreement voluntarily and without coercion.

WHEREAS, the below signed parties desire to fully and finally settle all claims that Grant has asserted or could assert against Tarrant County, Texas (hereinafter referred to as "the County"), in connection with the facts and circumstances alleged concerning the incident(s) made the basis of this claim on or about July 30, 2024, at or about the 7400 block on Interstate Highway 20, Tarrant County, Texas.

NOW THEREFORE, Grant does hereby agree upon this Settlement Agreement and Full, Final and Complete Release of all of the issues involving and/or arising out of the incident(s) made the basis of this claim:

Grant agrees to accept the sum of **\$25,000.00** in full settlement of any and all claims, demands, actions and causes of action, of whatever kind or character, which he may now have, claim to have, or hereafter have against the County, its agents, officials, employees, officers, and/or attorneys or representatives, growing out of, connected with, resulting in, or pertaining to in any respects the matters and the things alleged by Grant against the County arising out of the incident(s) made the basis of this claim and particularly, but not limited to, any and all claims and demands for property damage, negligence, personal injuries, physical disabilities, physical and mental pain and suffering, mental anguish, loss of income, loss of ability and capacity to labor and earn money, loss of earnings, emotional injuries, claims for punitive and exemplary damages, claims for equitable relief of any and all kinds, claims for hospital, dentist, chiropractic, psychiatrist, psychologist, and other doctors bills and expenses, expenses for hospital and/or dental care and treatment, expenses for drugs, medications, medical tests and laboratories, expenses of transportation for medical or dental care, expenses for nurses, claims for psychological injuries or emotional distress, claims for loss of consortium and any and all other loss, expense and/or detriment of whatever kind or character, present, past or future, which Grant, either individually or in any capacity, may now have, hereafter have, or claim to have, growing out of, resulting from, or connected in any way with any acts and/or omissions whatsoever of the County, its agents, officials, employees, and/or attorneys or representatives as a result of the incident(s) made the basis of this claim.

A check will be issued in the amount of \$25,000.00. This check will be made payable to "DARYL GRANT and STANLEY & ASSOCIATES, PLLC."

The check will be delivered to Amanda Hankins, Stanley & Associates, 2600 K Avenue #180, Plano, Texas 75074. This is the full and final amount to be paid; no fur-

ther money will be paid to Grant, to his attorney(s), or to any other person or entity. The County makes no representation to Grant regarding the tax consequences of this designation, and the Grant is liable for any and all taxes due thereon, if any.

Grant understands and agrees that he intends to hereby forever discharge and acquit and fully release the County, its agents, officials, employees, attorneys and representatives of and from any and all claims and demands, actions and causes of action, of whatever kind or character, which he may now have or hereafter have, from any acts and/or omissions growing out of, resulting from, or connected in any way with the incident(s) made the basis of this claim.

Grant further understands and agrees hat all of his expenses growing out of or resulting from the said incident incurred in the past and which may be incurred in the future, including the expense of medical care, doctors, hospitals and all other costs and expenses will be paid by him, and that the amount paid herein is the entire cash consideration for this Settlement Agreement and Full, Final and Complete Release. Grant hereby indemnifies and forever holds harmless the County, its agents, officials, employees, officers, attorneys and representatives from any and all claims and demands for such liens, bills, and expenses incurred by anyone as a result of the said incident(s) made the basis of this claim.

Grant understands and agrees that the sum of \$25,000.00 paid herein to him is not merely a recital, but is the cash consideration for this Settlement Agreement and Full, Final and Complete Release affected thereby.

Grant expressly agrees and represents that he has, or will pay all medical bills, including, but not limited to, dental, hospital, chiropractic, psychiatric, psychological, nurses and other doctors' bills and expenses, and all other expenses he has incurred as a result of the said incident(s) made the basis of this dispute. Grant hereby indemnifies and forever holds harmless the County, its agents, officials, employees, officers, attorneys and representatives from any and all claims and demands for such liens, bills, and expenses including, but not limited to, those described in this paragraph, and especially of and from any liens under the Hospital Lien Law of the State of Texas, workers compensation liens and Medicare and Medicaid liens and/or superliens.

Grant hereby further represents and warrants that he has entered into this Settlement Agreement and Full, Final and Complete Release of his own free will, in accordance with his own judgment, and upon the advice of his attorney(s) and states that he has not been induced to enter into this Settlement Agreement and Full, Final and Complete Release by any statement, act or representation of any kind or character on the part of the County or on the part of

anyone. Grant acknowledges that he had the assistance of competent counsel in this matter who have vigorously engaged in negotiations on his behalf, and who have prior to signature of this document explained to Grant the benefits and risks of both settlement and non-settlement of this matter. Grant further acknowledges that he holds harmless the County, its agents, officials, employees, officers, attorneys and representatives from any claim of attorney's fees as to his attorney(s); payment of attorney's fees and costs is solely between Grant and his attorney(s), and the County will not pay or be called upon to pay any additional amount as attorney's fees or otherwise, except as herein set out.

In addition, in consideration of said payment, Grant hereby represents and warrants that this settlement is being made purely upon a compromise basis in order to avoid further trouble, litigation and expense, and that the County does not admit liability to Grant or anyone else as a result of the matters complained of or which might have been complained of but do and have at all times denied any and all such liability. Grant represents that he enters into this agreement and accepts its consequences voluntarily, and that in any proceeding or forum of any kind he is forever barred and estopped from claiming otherwise.

Grant understands and agrees that the general release given in this Settlement Agreement and Full, Final and Complete Release to the County is to cover all claims of all types, whether arising under common law, the statutes or regulations of the State of Texas, of any other state, or of the United States, or any foreign country.

Grant expressly warrants and represents that he is executing this Settlement Agreement and Full, Final and Complete Release, that he is legally competent to do so, and that no assignment, pledge, sale, or transfer of any right, title, interest, or claim of Grant has been made.

Grant further agrees and expressly warrants that he will indemnify and hold completely harmless the County, its agents, officials, employees, officers, attorneys and representatives and each of them, from any claims derivative of Grant, that may be made in the future, including any claim that may be made by Grant, or any person to whom Grant has assigned any rights, and said indemnification will include, but not be limited to, all amounts of all claims, attorneys' fees, and costs of court.

Grant acknowledges that this Settlement Agreement and Full, Final and Complete Release is being entered into on his part knowingly, voluntarily, and that he has had reasonable time to deliberate regarding its terms, and that he has had the right and time to consult with his attorney.

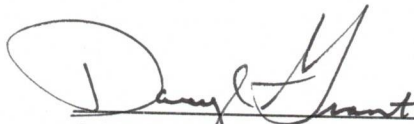
Grant also understands and agrees that this Settlement Agreement and Full,

Final and Complete Release contains the entire agreement of the parties. No change, modification, waiver or discharge of any or all of the terms and conditions of this Agreement shall be effective unless made in writing and signed by each party.

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 hereto. The provisions hereof are severable. Should any portion hereof be found invalid, the remainder of the agreement shall continue in force and effect. Enforcement, if such should be necessary, shall be by action in state court in Tarrant County, Texas.

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.

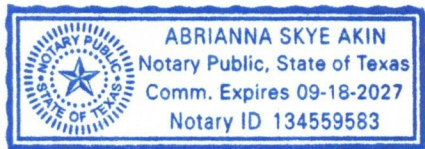
WITNESS OUR SIGNATURES on this the 17th day of February, 2026.

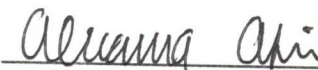

DARYL GRANT

STATE OF TEXAS §
COUNTY OF Collin §

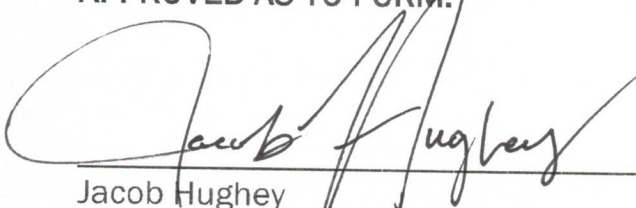
BEFORE ME, the undersigned authority, on this day DARYL GRANT personally appeared, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has read the foregoing instrument and that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 17th day of February, 2026.



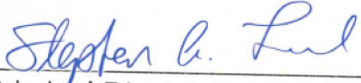

NOTARY PUBLIC, In and For
the State of TEXAS

FOR GRANT
APPROVED AS TO FORM:


Jacob Hughey (Date) 02/17/2026

Stanley & Associates, PLLC
State Bar No. 24097855
2600 K Avenue #108
Plano, Texas 75074-5395
ATTORNEY FOR DARYL GRANT

**FOR THE COUNTY
APPROVED AS TO FORM*:**



Criminal District Attorney's Office*

CERTIFICATION OF AVAILABLE FUNDS:

\$ _____

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: March 10, 2026

Court Order #:

Page: 1 of 1

Department: District Clerk

Prepared By: Doug Gowin

Approved By: Tom Wilder

SUBJECT:

Consideration to Authorize the Removal of Court Cost Uncollectable Amounts

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the removal of uncollectable court costs receivable balances from the taxing units' accounts, as identified by the District Clerk's Office, related to disposed tax cases.

BACKGROUND

Through December 31, 2025, the District Clerk's Office recorded court cost receivable balances totaling \$377,265.63 assessed to various taxing units in connection with disposed tax suits. These balances relate forty-one (41) dismissed without prosecution cases and seven hundred eighty-seven (787) non-suit cases. This total amount includes e-filing fees assessed.

Pursuant to section 33.49 of the Texas Tax Code, a taxing unit is not liable for court cost related to disposed tax suits, including any fees for service of process or electronic filing, attorney ad litem appointments, or arbitration.

Consistent with procedures implemented by the District Clerk's Office in 2016, approval is requested to remove these assessed amounts deemed uncollectable from the taxing units' accounts to accurately reflect receivable balances.

FISCAL IMPACT

The District Clerk's fee and court cost receivable balance will be reduced by \$377,265.63.



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:
{{customNumber.courtOrder}}

Page: 1 of 2

Department: Emergency
Management

Prepared By: Vanessa Perez, Agenda
Manager

Approved By: Vanessa Perez, Agenda
Manager

SUBJECT:

Consideration to Designate Tarrant County Subrecipient Agents for Access to the Texas Division of Emergency Management Grants Management System

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve the designation of authorized representatives for Tarrant County through the Texas Division of Emergency Management (TDEM) Designation of Subrecipient Agent (DSA) form to allow designated staff access to TDEM's Grants Management System (GMS) and to administer applicable grant programs.

BACKGROUND

TDEM requires subrecipients of state and federal disaster-related grants to submit a DSA form identifying the officials authorized to act on behalf of the jurisdiction in the TDEM Grants Management System (GMS).

The DSA form formally designates Tarrant County representatives who will serve as primary and alternate contacts for grant administration activities, including submitting applications, managing grant documentation, and coordinating with TDEM regarding Public Assistance, Hazard Mitigation, or other applicable emergency management grant programs.

With approval, the DSA form will be submitted to TDEM to maintain Tarrant County's access to the GMS and eligibility for applicable emergency management grant funding.

FISCAL IMPACT

There is no fiscal impact associated with this action. Approval of the designation form allows authorized county staff to access TDEM's grant management system and apply grant funding when available.

Attachments

[Designation of Subrecipient Agent Form.pdf](#)



Designation of Subrecipient Agent (DSA) Form

Form Instructions

The following **must** be completed for access to subrecipient accounts in the Texas Division of Emergency Management (TDEM)'s Grants Management System (GMS).

- A) The Designation of Subrecipient Agent (DSA) form is divided into two pages:
- ❖ Page 1: the *Primary Contacts* page
 - ❖ Page 2: the **optional** *Alternate Contacts* page
 - The *Alternate Contacts* page is not required if there are no additional contacts to list.
 - As many *Alternate Contacts* pages as needed may be submitted.
 - ❖ If applicable, both pages must be signed and dated by the Certifying Official.
- B) In the header of the document:
- ❖ List the name of the subrecipient (the organization/jurisdiction applying for the grant).
 - ❖ Check if the DSA Form is for Public Assistance grants, Hazard Mitigation Grants or Mutual Aid reimbursement.
 - ❖ If the DSA is for another type of grant, please specify that in Other.
 - ❖ For Public Assistance and Hazard Mitigation grants, include the applicable disaster numbers.
 - The disaster number is 4 digits long and assigned by FEMA. (For example, Hurricane Harvey is 4332.)
 - ❖ Multiple disasters may be listed on one DSA as long as each disaster number is listed.
- C) For the contacts:
- ❖ None of the positions on the primary contact page may be left blank. However, the same person may hold multiple positions.
 - ❖ A third-party consultant/contractor cannot be listed as the Primary Contact or Certifying Official.
 - ❖ The Certifying Official must be an individual who possesses the authority to obligate funds and enter into contracts on behalf of the subrecipient.
 - ❖ All contacts require a unique email address.



Designation of Subrecipient Agent (DSA) Form

D) User Access Levels

- ❖ **Full Access** to the Grants Management System (GMS) will allow a user to perform tasks such as submitting quarterly reports and requesting reimbursements, time extensions and scope/cost modifications within the State of Texas Grants Management System on behalf of the subrecipient.
- ❖ **Contributor Access** will allow a user to upload and update documentation and enter notes. The user will not have the ability to advance workflows.
- ❖ **Read Only Access** will allow a user to view information in GMS but will not grant them the ability to edit any existing information themselves.
- ❖ The Primary, Secondary, and Finance contacts will always be granted Full Access.

E) Updating User Access:

- ❖ The subrecipient can request that GMS access be added or revoked from a contact at any time if the need arises, however an updated DSA must be submitted.
- ❖ If a new DSA is submitted with a different person listed for a position on the Primary Contacts page, the old contact holding that position will be removed. If a new contact is added on the additional contacts page, no old contacts will be removed.



Designation of Subrecipient Agent (DSA) Form

Subrecipient:			
Public Assistance <input type="checkbox"/>	Hazard Mitigation <input type="checkbox"/>	Mutual Aid <input type="checkbox"/>	Other <input type="checkbox"/>
Other:	Disaster Number(s):		

*Leave Disaster Number(s) blank if only selecting Mutual Aid

Primary Agent			
Serves as the primary point of contact for projects. <i>Cannot be a contractor.</i>			
Name:		Office Number:	
Position/Title:		Cell Number:	
Email:		Fax Number:	
Organization:			
The Primary Agent will have full access to GMS.			

Secondary Agent			
Serves as the secondary point of contact for projects.			
Name:		Office Number:	
Position/Title:		Cell Number:	
Email:		Fax Number:	
Organization:			
The Secondary Agent will have full access to GMS.			

Primary Finance Agent			
Serves as the primary point of contact for financial matters			
Name:		Office Number:	
Position/Title:		Cell Number:	
Email:		Fax Number:	
Organization:			
The Primary Finance Agent will have full access to GMS.			

Certifying Official			
Serves as the official representative of the organization. <i>Must possess the authority to obligate funds and enter into contracts for the organization.</i>			
Name:		Office Number:	
Position/Title:		Cell Number:	
Email:		Fax Number:	
Organization:			
GMS Access (pick 1):	Full <input type="checkbox"/>	Contributor <input type="checkbox"/>	Read-Only <input type="checkbox"/>

Signature of Certifying Official

Print Name

Date

(Must be a Mayor, Judge, or Executive Director with the authority to obligate funds & enter into contracts for the organization)



Designation of Subrecipient Agent (DSA) Form

Alternate Contact			
Name:		Office Number:	
Position/Title:		Cell Number:	
Email:		Fax Number:	
Organization:			
GMS Access (pick 1):	Full <input type="checkbox"/>	Contributor <input type="checkbox"/>	Read-Only <input type="checkbox"/>

Alternate Contact			
Name:		Office Number:	
Position/Title:		Cell Number:	
Email:		Fax Number:	
Organization:			
GMS Access (pick 1):	Full <input type="checkbox"/>	Contributor <input type="checkbox"/>	Read-Only <input type="checkbox"/>

Alternate Contact			
Name:		Office Number:	
Position/Title:		Cell Number:	
Email:		Fax Number:	
Organization:			
GMS Access (pick 1):	Full <input type="checkbox"/>	Contributor <input type="checkbox"/>	Read-Only <input type="checkbox"/>

Alternate Contact			
Name:		Office Number:	
Position/Title:		Cell Number:	
Email:		Fax Number:	
Organization:			
GMS Access (pick 1):	Full <input type="checkbox"/>	Contributor <input type="checkbox"/>	Read-Only <input type="checkbox"/>

Alternate Contact			
Name:		Office Number:	
Position/Title:		Cell Number:	
Email:		Fax Number:	
Organization:			
GMS Access (pick 1):	Full <input type="checkbox"/>	Contributor <input type="checkbox"/>	Read-Only <input type="checkbox"/>

Signature of Certifying Official **Print Name** **Date**

(Must be a Mayor, Judge, or Executive Director with the authority to obligate funds & enter into contracts for the organization)



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 5

Department: Engineering Services

Prepared By: Sarah VanTassel

Approved By: Joseph Jackson

SUBJECT:

Consideration to Assist the City of Lake Worth with the Striping of Telephone Road, Charbonneau Road, Paul Meador Road, and Boat Club Road - Precinct 4

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider an Interlocal Agreement (ILA) between Tarrant County and the City of Lake Worth for the Striping of Telephone Road, Charbonneau Road, Paul Meador Road, and Boat Club Road, located in Precinct 4.

BACKGROUND

The City of Lake Worth is requesting the County's assistance with applying permanent roadway striping on the following streets:

- Telephone Road from Dakota Trail to SH 199, and Azle Avenue to SH 199
- Charbonneau Road from Shawnee Trail to SH 199
- Paul Meador Road from Azle Avenue to SH 199
- Boat Club Road from Azle Avenue to SH 199, and SH 199 to city limits

If approved, Tarrant County will provide the necessary labor, equipment and materials, and the City will reimburse the County for associated costs up to \$9,272.46.

This ILA has been approved as to form by the Criminal District Attorney's Office.

FISCAL IMPACT

The City of Lake Worth will reimburse Tarrant County for labor, equipment, and material costs, up to \$9,272.46. Funds will be deposited into account 26100-2026 Road and Bridge Fund/ 6840300000 Sign Shop/ 484003 Health, Miscellaneous, Trust.

PASSED AND APPROVED on March 10, 2026.

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.

Attachments

[Interlocal Agreement](#)

[Approval of a Project for an Interlocal Agreement - City of Lake Worth.pdf](#)

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

BACKGROUND

This Interlocal Agreement is between Tarrant County, Texas (“COUNTY”), and the City of Lake Worth (“CITY”).

WHEREAS, the CITY is requesting the COUNTY’s assistance applying permanent roadway striping on the following streets (the “Project”), located within the CITY:

- Telephone Road – from Dakota Trail to 199, Azle Avenue to 199
- Charbonneau Road – from Shawnee Trail to 199
- Paul Meador Road – from Azle Avenue to 199
- Boat Club Road – From Azle Avenue to 199, from 199 to city limits

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; and
- e. The COUNTY and CITY 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, equipment, and materials to assist the CITY in completing the Project.

The COUNTY will use waterborne acrylic traffic paint that complies with current Texas Department of Transportation specifications.

The COUNTY will apply the striping during the hours of 8:30 AM to 2:30 PM, Monday to Friday.

2. CITY RESPONSIBILITY

The CITY will pay the COUNTY for the cost of paint materials and labor in an amount not to exceed \$9,272.46. The actual cost to the CITY will be determined upon completion of the Project.

The CITY will provide striping documentation if there are no markings present or no longer visible, and if passing lanes or ANY deviation from the original striping is requested.

The CITY will provide a staging area if needed, and personnel to provide flagging and/or traffic control assistance as requested.

The CITY will ensure prior to striping that the roadway surface is clean and serviceable for application of paint, and that temporary tabs and construction markings are removed.

The CITY will notify adjacent property owners of the schedule for striping services provided by the COUNTY. The CITY agrees that the CITY will be responsible for damages to adjacent property.

The CITY will pay COUNTY the invoiced amount for all striping labor, signs and incidental materials, upon completion of the Project.

3. PROCEDURES DURING PROJECT

If the CITY has a complaint regarding the COUNTY's performance 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. 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.

6. 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.

7. 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.

8. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

9. TERMINATION OF AGREEMENT

This Agreement will automatically terminate upon completion of the Project or September 30, 2026, whichever date occurs first. This Agreement may be renewed prior to its expiration upon the mutual consent of the parties in writing.

10. 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 purposes whatsoever.

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.

COUNTY OF TARRANT

STATE OF TEXAS

By: Separate Electronic Signature Page

Tim O'Hare

County Judge

Signed on: _____

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.

CITY OF LAKE WORTH

STATE OF TEXAS

Authorized City Official

Signed on: _____

APPROVED AS TO FORM AND
LEGALITY

City Attorney

**Approval of a Project for an Interlocal Agreement Between
Tarrant County, Texas and the City of Lake Worth, Texas**

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:

- *Applying permanent roadway striping on **Telephone Road** from *Dakota Trail to SH 199, and Azle Avenue to SH 199.**
- *Applying permanent roadway striping on **Charbonneau Road** from *Shawnee Trail to SH 199.**
- *Applying permanent roadway striping on **Paul Meador Road** from *Azle Avenue to SH 199.**
- *Applying permanent roadway striping on **Boat Club Road** from *Azle Avenue to SH 199, and SH 199 to city limits.**

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 Lake Worth, 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: Separate Electronic Signature
Presiding Officer of the Tarrant County Commissioners Court

Date: _____



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 4

Department: Engineering Services

Prepared By: Sarah VanTassel

Approved By: Joseph Jackson

SUBJECT:

Receive and File Meeting Attendance Roster for the North Central Texas Council of Governments Regional Transportation Council - December 2024 through December 2025

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court receive and file the meeting attendance roster for the North Central Texas Council of Governments (NCTCOG) Regional Transportation Council (RTC) from December 2024 through December 2025.

BACKGROUND

The NCTCOG is the Metropolitan Planning Organization (MPO) for the Dallas-Fort Worth Metropolitan Area. The RTC, composed primarily of local elected officials, is the transportation policy body for the MPO. The RTC is responsible for direction and approval of the Regional Transportation Plan, the Transportation Improvement Program, the Congestion Management Process, and the Unified Planning Work Program; and for satisfying and implementing federal and state laws and regulations pertaining to the regional transportation planning process.

The Bylaws and Operating Procedures of the RTC require that attendance records be sent to the represented governments. Because the RTC provides technical review and advice for the regional transportation process, it is essential that each member attend meetings regularly to assure that their entity's concerns and positions are conveyed.

The attached roster contains RTC attendance from December 2024 through December 2025.

FISCAL IMPACT

There is no fiscal impact associated with this item.

Attachments

[Representative letter, Tarrant County_12.2025.pdf](#)

[12_rtc.attendance_12.11.2025.pdf](#)



The Transportation Policy Body for the North Central Texas Council of Governments
(Metropolitan Planning Organization for the Dallas-Fort Worth Region)

January 26, 2026

The Honorable Tim O'Hare
County Judge
Tarrant County
Tarrant County Administration Building
100 East Weatherford
Fort Worth, TX 76196

Dear Judge O'Hare:

The North Central Texas Council of Governments (NCTCOG) is the Metropolitan Planning Organization (MPO) for the Dallas-Fort Worth Metropolitan Area. The Regional Transportation Council (RTC), composed primarily of local elected officials, is the transportation policy body for the MPO. The RTC is responsible for direction and approval of the Regional Transportation Plan, the Transportation Improvement Program, the Congestion Management Process, and the Unified Planning Work Program, and for satisfying and implementing federal and state laws and regulations pertaining to the regional transportation planning process.

As required by the RTC Bylaws, enclosed is a table containing meeting attendance from December 2024 to December 2025. Entities with RTC members that have missed at least three consecutive meetings or at least four meetings in the preceding 12 months will be notified and the appointing bodies shall be asked to review the continued service of their representatives. Note alternate member attendance as indicated in the legend below the table. This quarterly transmittal to member agencies is standard practice and not indicative of any particular problem.

In addition, the Bylaws state "All RTC members must adhere to Chapter 171 of the Local Government Code and to the Code of Ethics for their respective local governments and public agencies." Please remind your representative to be cognizant of this request.

Please contact Vercie Pruitt-Jenkins at 817/608-2325 if you have any questions. We look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Bailey", is written above the typed name.

Rick Bailey, Chair
Regional Transportation Council
Commissioner, Johnson County

VPJ:ts
Enclosure

cc: The Honorable Matthew Krause, Commissioner, Tarrant County (RTC Member)
The Honorable Manny Ramirez, Commissioner, Tarrant County (RTC Member)
Chandler Merritt, County Administrator, Tarrant County

Regional Transportation Council Attendance Roster
December 2024 - December 2025

RTC MEMBER	Entity	12/12/24	1/23/25	2/13/25	3/13/25	4/10/25	6/12/25	7/10/25	8/7/25	9/11/25	10/9/25	11/13/25	12/11/25
Daniel Alemán Jr (01/22)	Mesquite	P	E(R)	P	P	P	P	P	P	P	P	P	P
Arfsten, Bruce (07/23)	Addison	P	P	P	P	P	P	P	P	P	P	P	E(R)
Steve Babick (06/22)	Carrollton	P	P	P	P	E(R)	P	P	P	P	P	P	P
Rick Bailey (07/22)	Johnson County	P	E(R)	P	P	P	P	P	P	P	P	P	P
Elizabeth M. Beck (08/21)	Fort Worth	E(R)	E	P	P	P	A	P	A	A	A	P	P
Curtis Bergthold (07/25)	Richland Hills	--	--	--	--	--	--	P	P	P	P	P	P
Alan Blaylock (03/23)	Fort Worth	P	P	P	P	P	P	P	P	P	P	P	P
Lorie Blair (10/25)	Dallas	--	--	--	--	--	--	--	--	--	P	P	P
Randall Bryant (11/25)	DART	--	--	--	--	--	--	--	--	--	--	P	P
Ceason Clemens (10/22)	TxDOT, Dallas	P	P	E(R)	P	P	P	P	P	P	E(R)	P	P
Bill Cox (07/25)	McKinney	--	--	--	--	--	--	P	P	E(R)	P	P	P
Michael Crain (06/22)	Fort Worth	P	P	P	P	E	E(R)	P	A	E	P	A	P
Theresa Daniel (11/18)	Dallas County	P	A	E(R)	P	P	A	E	E	P	P	P	P
Jeff Davis (11/19)	Trinity Metro	P	P	P	P	P	A	P	P	P	E	P	P
Pat Deen (07/24)	Parker	P	P	P	E	P	P	P	P	P	P	P	P
Andy Eads (1/09)	Denton County	P	E	E(R)	P	P	P	P	P	P	E	P	P
Michael Evans (2/23)	Mansfield	P	E(R)	P	P	P	E	P	A	P	P	P	P
Vernon Evans (4/24)	DFW Airport	A	P	P	P	A	P	A	P	A	P	E	P
Carlos Flores (07/25)	Fort Worth	--	--	--	--	--	--	A	P	E	P	P	P
T.J. Gilmore (06/25)	Lewisville	--	--	--	--	--	A	P	P	P	P	P	P
Raul H. Gonzalez (09/21)	Arlington	P	P	P	P	P	P	P	P	E(R)	P	P	P
Lane Grayson (01/19)	Ellis County	P	A	E	P	P	E	P	P	P	A	P	E
Mojoy Haddad (10/14)	NTTA	P	A	P	P	P	A	P	P	A	P	P	P
Clay Lewis Jenkins (04/11)	Dallas County	P	P	P	P	P	P	A(R)	E	P	P	P	P
Ron Jensen (06/13)	Grand Prairie	P	P	P	P	P	P	P	E(R)	P	E(R)	P	E(R)
Jill Jester (08/24)	Denton	P	P	E	E	P	P	P	P	P	E	P	P
Matt Krause (01/25)	Tarrant County	--	P	E	E	P	E	P	P	P	E	E(R)	P
Stephen Mason (05/24)	Cedar Hill	P	E	P	P	P	P	P	P	P	P	P	P
Cara Mendelsohn (07/20)	Dallas	P	A	P	P	P	P	P	P	P	P	P	P
Cesar Molina (08/24)	DCTA	P	E	P	P	P	A	P	A	P	P	P	P
Jesse Moreno (07/24)	City of Dallas	P	P	P	A	P	P	P	P	P	A	P	E(R)
Ed Moore (07/22)	Garland	A	P	P	P	P	P	P	P	P	P	P	P
Matthew Porter (07/24)	Wylie	P	E(R)	P	P	P	P	P	P	P	P	P	P
John Muns (6/23)	Plano	E(R)	E	P	P	P	P	A(R)	P	P	P	P	P
Manny Ramirez (1/23)	Tarrant County	P	E	P	P	E	P	E	P	A	P	E	E
Paul Ridley (10/25)	Dallas	--	--	--	--	--	--	--	--	--	P	P	P

P= Present
A= Absent
R=Represented by Alternate
--= Not yet appointed

E= Excused Absence (personal illness, family emergency,
jury duty, business necessity, or fulfillment
of obligation arising out of elected service)

**Regional Transportation Council Attendance Roster
December 2024 - December 2025**

RTC MEMBER	Entity	12/12/24	1/23/25	2/13/25	3/13/25	4/10/25	6/12/25	7/10/25	8/7/25	9/11/25	10/9/25	11/13/25	12/11/25
Jim R. Ross (07/21)	Arlington	P	P	P	P	P	P	P	P	P	P	P	P
David Salazar (10/22)	TxDOT, FW	P	P	P	P	P	P	P	P	E(R)	P	P	P
Kathy Stewart (10/25)	Dallas	--	--	--	--	--	--	--	--	--	A(R)	P	P
Bobby Stovall (07/24)	Hunt County	P	P	P	P	P	P	P	P	P	P	E	E(R)
Burt Thakur (08/25)	Frisco	--	--	--	--	--	--	--	P	P	P	P	P
Jeremy Tompkins (10/19)	Euless	P	P	P	P	E(R)	P	P	P	P	P	P	P
William Tsao (3/17)	Dallas	P	P	P	P	P	P	A	P	P	P	P	P
Webb, Dennis (08/25)	Irving	--	--	--	--	--	--	--	P	P	P	E	E
Webb, Duncan (6/11)	Collin County	P	E(R)	P	P	P	P	P	P	P	P	P	P

Note: Date in parenthesis indicates when member was 1st eligible to attend RTC meetings

P= Present
A= Absent
R=Represented by Alternate
--= Not yet appointed

E= Excused Absence (personal illness, family emergency, jury duty, business necessity, or fulfillment of obligation arising out of elected service)



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:
{{customNumber.courtOrder}}

Page: 1 of 5

Department: Engineering Services

Prepared By: Sarah VanTassel

Approved By: Joseph Jackson

SUBJECT:

Receive and File Meeting Attendance Roster for the Surface Transportation Technical Committee of the North Central Texas Council of Governments Regional Transportation Council - December 2024 through December 2025

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court receive and file the meeting attendance roster for the Surface Transportation Technical Committee (STTC) of the North Central Texas Council of Governments (NCTCOG) Regional Transportation Council (RTC) from December 2024 through December 2025.

BACKGROUND

The STTC reviews, provides feedback, and prepares recommendations regarding surface transportation planning and funding of transportation improvements in the Dallas-Fort Worth Metropolitan Area. NCTCOG plays a crucial role in the STTC as the regions Metropolitan Planning Organization (MPO). NCTCOG's Transportation Department provides leadership, coordination, and funding for regional transportation planning, including the STTC.

The Bylaws and Operating Procedures of the RTC require the attendance records for meetings be sent to the represented governments on its technical committees. Because the STTC provides technical review and advice for the regional transportation process to the RTC, it is essential that each member attend meetings regularly to assure that their entity's concerns and positions are conveyed.

The attached roster contains STTC attendance from December 2024 through December 2025.

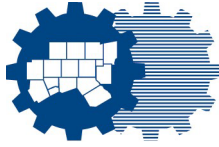
FISCAL IMPACT

There is no fiscal impact associated with this item.

Attachments

[4th Quarterly STTC.attendance.letter_ts_12_2025 Tarrant County.pdf](#)

[12_sttc.attendance_12.04.2025.pdf](#)



North Central Texas Council of Governments

January 29, 2026

Mr. Chandler Merritt
Administrator
Tarrant County
Tarrant County Administration Building
100 East Weatherford, Ste. 404
Fort Worth, TX 76196

Dear Mr. Merritt:

The Bylaws and Operating Procedures of the Regional Transportation Council (RTC) require that attendance records for meetings be sent to the represented governments on its technical committees. Because the Surface Transportation Technical Committee (STTC) provides technical review and advice for the regional transportation process to the RTC, it is essential that each member attend meetings regularly to assure that their entity's concerns and positions are conveyed. Attached is a table containing STTC attendance from December 2024 to December 2025. Notification of member attendance is standard practice and is not indicative of any particular problem.

If you have any questions, please call me at 817/608-2367.

Sincerely,

Dan Kessler
Assistant Director of Transportation

VPJ:ts
Attachment

cc: Matt Krause, Commissioner, Tarrant County (RTC Member)
Manny Ramirez, Commissioner, Tarrant County (RTC Member)
Scott Hall, Director of Transportation, Tarrant County (STTC Member)
Joseph Jackson, County Engineer and Asst. Director of Transportation, Tarrant County
(STTC Member)

Surface Transportation Technical Committee Attendance Roster
December 2024 - December 2025

STTC MEMBERS	Entity	12/06/24	01/24/25	02/28/25	03/28/25	04/25/25	05/23/25	06/27/25	07/25/25	08/22/25	09/26/25	10/24/25	12/04/25
Rifat Alam	Lancaster	A	P	P	*	*	*	*	P	*	P	P	A
Ahmed Alqaisi	DeSoto	--	--	--	--	--	--	--	--	--	--	P	P
Marah Aqqad	Bedford	--	--	--	--	--	--	--	--	*	P	P	P
Joe Atwood	Hood County	A	P	A	*	*	*	*	P	*	R	P	P
Melissa Baker	Irving	P	E	P	*	*	*	*	E	*	P	P	P
James Bell	Grand Prairie	P	P	A	*	*	*	*	P	*	P	P	P
David Boski	Grand Prairie	P	P	P	*	*	*	*	P	*	P	P	P
Shon Brooks	Waxahachie	P	P	P	*	*	*	*	P	*	P	P	A
Tanya Brooks	DART	P	P	P	*	*	*	*	R	*	P	R	P
Matt Bryant	City of Duncaville	A	A	A	*	*	*	*	A	*	A	A	A
Daniel Burnham	Arlington	R	P	P	*	*	*	*	P	*	P	P	P
Jeffrey Bush	TxDOT Dallas	--	--	--	*	*	*	*	P	*	P	P	P
Farhan Butt	Denton	P	P	P	*	*	*	*	P	*	P	P	P
Bryan Cabrera	Mesquite	--	--	--	--	--	*	*	A	*	A	A	A
Brenda Callaway	Rockwall County	A	P	P	*	*	*	*	P	*	P	A	P
Travis Campbell	TxDOT - Dallas	P	P	P	*	*	*	*	P	*	P	P	P
Aaron Ceder	Dallas County	A	P	P	*	*	*	*	A	*	P	E	P
John Cordary, Jr.	TxDOT FW	P	P	A	*	*	*	*	P	*	R	P	P
Tara Crawford	Trinity Metro	A	P	P	*	*	*	*	P	*	A	P	A
Clarence Daugherty	Collin County	P	P	P	*	*	*	*	P	*	P	P	A
Chad Davis	Wise County	A	P	P	*	*	*	*	P	*	A	A	A
Taylor Derden	Mansfield	--	--	P	*	*	*	*	P	*	P	P	E
Pritam Deshmukh	Richardson	P	P	P	*	*	*	*	P	*	P	P	E
Becky Diviney	Town of Addison	A	P	P	*	*	*	*	P	*	P	P	P
Phil Dupler	FWTA	P	P	A	*	*	*	*	P	*	P	P	P
Eric Fladager	Fort Worth	P	P	A	*	*	*	*	P	*	P	P	P
Chris Flanigan	Allen	P	P	P	*	*	*	*	A	*	P	P	P
Ann Foss	Arlington	--	--	--	--	--	--	--	--	*	A	R	P
Austin Frith	DCTA	A	P	P	*	*	*	*	P	*	A	P	P
Gary Graham	McKinney	P	R	R	*	*	*	*	P	*	P	P	P
Michael Haithcock	TxDOT - Fort Worth	--	--	--	--	--	--	--	--	--	--	P	P
Scott Hall	Tarrant County	A	A	P	*	*	*	*	A	*	A	A	A
Tom Hammons	Carrollton	P	P	P	*	*	*	*	P	*	A	P	A
Namoo Han	Garland	--	--	--	--	--	--	--	P	*	P	A	P
Craig Hancock	NTTA	--	P	P	*	*	*	*	p	*	P	P	P
Chris Harris	Greenville	A	A	A	*	*	*	*	A	*	P	P	P
Ron Hartline	The Colony	A	P	P	*	*	*	*	A	*	A	R	R
Sophia Harvey	Dallas	--	--	--	--	*	*	*	A	*	P	A	A
Barry Heard	Kaufman County	P	P	P	*	*	*	*	P	*	A	P	P
Duane Hengst	Hurst	--	A	P	*	*	*	*	A	*	P	P	P
Matthew Hotelling	Flower Mound	A	P	P	*	*	*	*	P	*	A	A	P
Jeremy Hutt	Cleburne	P	P	P	*	*	*	*	P	*	R	P	P

P=Present A=Absent R=Represented E=Excused (personal illness, family emergency, jury duty, business necessity)

-- =Not yet eligible to attend *Meeting held by video/audio conference. Individual attendance not taken.

Surface Transportation Technical Committee Attendance Roster
December 2024 - December 2025

STTC MEMBERS	Entity	12/06/24	01/24/25	02/28/25	03/28/25	04/25/25	05/23/25	06/27/25	07/25/25	08/22/25	09/26/25	10/24/25	12/04/25
Thuan Huynh	McKinney	R	P	P	*	*	*	*	P	*	P	P	R
Joseph Jackson	Tarrant County	A	P	P	*	*	*	*	P	*	P	P	P
Joel James	NTTA	P	P	P	*	*	*	*	P	*	A	P	P
William Janney	Frisco	A	A	P	*	*	*	*	A	*	A	A	A
Major L. Jones	Eules	P	R	P	*	*	*	*	A	*	R	P	P
Wilson Kakembo	Midlothian	--	--	--	--	--	--	--	--	--	--	A	P
Gus Khankarli	Dallas	P	P	P	*	*	*	*	P	*	P	P	P
Lauren LaNeave	Southlake	--	--	A	*	*	*	*	A	*	A	A	P
Alonzo Liñán	Keller	A	A	A	*	*	*	*	A	*	A	A	A
Eron Linn	DART	E	E	P	*	*	*	*	P	*	P	E	P
Clay Lipscomb	Plano	A	P	P	*	*	*	*	P	*	P	R	P
Paul Luedtke	Garland	P	P	P	*	*	*	*	A	*	A	P	A
Stanford Lynch	Hunt County	R	A	P	*	*	*	*	P	*	P	R	P
Auro Majumdar	Dallas	--	--	--	--	--	--	--	--	--	P	P	P
Chad Marbut	Weatherford	P	P	P	*	*	*	*	P	*	P	P	P
Alberto Mares	Ellis County	A	P	P	*	*	*	*	P	*	P	A	P
John Mears	Mesquite	A	A	A	*	*	*	*	A	*	A	P	P
Brian Moen	Frisco	A	P	A	*	*	*	*	P	*	A	A	P
Mark Nelson	Richardson	P	P	R	*	*	*	*	P	*	P	P	P
Jim O'Connor	Irving	P	P	P	*	*	*	*	R	*	R	R	P
Alfredo Ortiz	Dallas	P	P	P	*	*	*	*	E	*	P	P	P
Cintia Ortiz	Parker County	P	P	P	*	*	*	*	P	*	A	A	A
Martin Phillips	Fort Worth	E	P	E	*	*	*	*	E	*	A	A	P
John Polster	Denton County	A	P	P	*	*	*	*	P	*	P	P	P
Kelly Porter	Fort Worth	P	P	P	*	*	*	*	E	*	E	E	P
Tim Porter	Wylie	P	R	R	*	*	*	*	A	*	R	R	P
Minesha Reese	Dallas County	P	P	A	*	*	*	*	P	*	P	P	E
Elizabeth Reynolds	Grapevine	P	P	A	*	*	*	*	P	*	P	P	A
Greg Royster	DFW Int. Airport	P	P	P	*	*	*	*	R	*	P	P	P
David Salmon	Lewisville	P	P	P	*	*	*	*	A	*	R	A	P
Brian Shewski	Plano	P	P	P	*	*	*	*	P	*	R	P	P
Jason Shroyer	Little Elm	--	--	--	--	--	--	--	A	*	A	A	A
Ray Silva-Reyes	Farmers Branch	P	P	P	*	*	*	*	P	*	R	P	P
Chelsea St. Louis	Fort Worth	E	P	P	*	*	*	*	P	*	P	A	P
Aaron Tainter	Coppell	P	P	P	*	*	*	*	P	*	R	P	P
Errick Thompson	Burleson	P	P	P	*	*	*	*	P	*	E	P	P
Caleb Thornhill	Plano	A	P	A	*	*	*	*	A	*	A	P	A
Jennifer VanderLaan	Johnson County	P	P	P	*	*	*	*	P	*	E	P	P
Gregory Van	Haltom City	R	R	A	*	*	*	*	P	*	P	R	R
Daniel Vedral	Irving	E	P	R	*	*	*	*	P	*	P	P	A
Caroline Waggoner	North Richland	A	P	R	*	*	*	*	A	*	A	P	A
Jana Wentzel	Dallas	--	--	--	--	--	--	--	--	--	P	P	P

P=Present A=Absent R=Represented E=Excused (personal illness, family emergency, jury duty, business necessity)

-- =Not yet eligible to attend *Meeting held by video/audio conference. Individual attendance not taken.

Surface Transportation Technical Committee Attendance Roster
December 2024 - December 2025

STTC MEMBERS	Entity	12/06/24	01/24/25	02/28/25	03/28/25	04/25/25	05/23/25	06/27/25	07/25/25	08/22/25	09/26/25	10/24/25	12/04/25
Robert Woodbury	Cedar Hill	P	P	P	*	*	*	*	P	*	P	P	P
Larry Wright	Colleyville	A	A	A	*	*	*	*	A	*	P	P	P
Jamie Zech	TCEQ	A	A	A	*	*	*	*	A	*	A	A	A

P=Present A=Absent R=Represented E=Excused (personal illness, family emergency, jury duty, business necessity)
 -- =Not yet eligible to attend *Meeting held by video/audio conference. Individual attendance not taken.



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:
{{customNumber.courtOrder}}

Page: 1 of 2

Department: Facilities Management

Prepared By: Misty Foster

Approved By: Jon P. Hendrickson

SUBJECT:

Consideration of a Property Use Request from Second Court of Appeals to Use the Central Jury Room in the Tim Curry Justice Center for CPR and AED Training Provided by the American Red Cross

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a property use request from the Second Court of Appeals to use the Central Jury Room in the Tim Curry Justice Center on March 31, 2026, for CPR and AED training provided by the American Red Cross.

BACKGROUND

The Second Court of Appeals has requested use of the Central Jury Room in the Tim Curry Justice Center for American Red Cross-provided CPR and AED training. This training will be available to all employees of the Second Court of Appeals and is scheduled for Tuesday, March 31, 2026, from 8:00 a.m. to 11:00 a.m.

March 31, 2026, is a Tarrant County holiday; however, it is not as State of Texas holiday. As a state-funded entity, the Second Court of Appeals will be operating on that date and will already have personnel present in the building.

Facilities Management will coordinate room access and setup in advance of the training, and the Court's bailiff will provide security support during the scheduled training period. No additional County staff or after-hours services will be required.

FISCAL IMPACT

There is no fiscal impact associated with this request.

Attachments

[Second Court of Appeals PropertyUseAgreement26 \(002\).pdf](#)

TARRANT COUNTY FACILITIES MANAGEMENT
PROPERTY USE APPLICATION

PLEASE COMPLETE ALL SECTIONS.

Location requested: Central Jury Room - Tim Curry Justice Center

Event Date(s): Tuesday, March 31, 2026

Time of event: 8:00am - 11:00 am

Description of event (if more than three lines, please provide an attachment):

CPR-AED Training Provided by Red Cross
to all employees of Second Court of Appeals

Electricity required

Set up equipment (tables/chairs/podium/speakers, etc.) requested from County

Contact Person: Chief Justice Bonnie Sudderth or Legal Asst Ashley Godawski
Address: Tim Curry Justice Center City: _____ State: _____ Zip: _____
Cell phone number: 817-229-7423 Email: Bonnie.Sudderth@txcourts.gov
Ashley.Godawski@txcourts.gov

Name of Organization: Second Court of Appeals
 Non-Profit _____ For-Profit
Primary contact person: _____
Address: _____ City: same State: _____ Zip: _____
Business phone number: _____ Email: _____
Event on-site contact person & cell phone number: CJ Sudderth 817-229-7423

Applicant's signature: Bonnie Sudderth

Applicant's printed name: Bonnie Sudderth

Date: 2/24/26

**RELEASE, INDEMNIFICATION
AND HOLD HARMLESS AGREEMENT**

THAT I, the undersigned Bonnie Sudderth, on behalf of the Second Court of Appeals, 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 use of the Central Jury Room
on Tuesday, March 31, 2026.

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 24 day of February, 2026.

Signature: Bonnie Sudderth
Printed Name: Bonnie Sudderth
Address: 401 W Bellnap St 9th Floor
City: Ft State: TX Zip Code: 76196
Phone #: 817-884-1900



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:
{{customNumber.courtOrder}}

Page: 1 of 3

Department: Facilities Management

Prepared By: Misty Foster

Approved By: Robert Carter

SUBJECT:

Consideration of a Property Use Request from King Street Production for Usage of Parking Lot A at the Resource Connection Campus

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a contract with King Street Productions for usage of Parking Lot A at the Resource Connection Campus, 1300 Circle Drive Street, Fort Worth, Texas 76119.

BACKGROUND

King Street Productions, the local production partner for Paramount Pictures and 101 Studios, is requesting authorization to utilize designated parking areas at the Resource Connection, as well as approval to place trailer-mounted lighting equipment along the west side of Campus Drive on County property.

The proposed use of County property is scheduled for March 14–19, 2026. All activities will occur during evening and overnight hours, specifically between 7:00 p.m. and 7:00 a.m. During this period, Paramount intends to stage box trucks, equipment vehicles, and other production-related units onsite, along with personal and operational vehicles used by the film crew.

There are no projected costs at this time for Facilities Management or for staffing from the Sheriff's Office. King Street Productions has submitted a building use fee of \$1,000.00, which is currently being held by the County Auditor.

FISCAL IMPACT

The funds will be deposited into account 10000-2026-3420100000-471001.

Attachments

[LNS3_Property use application 2020.pdf](#)

[LNS3_Tarrant Indemnification PDF.pdf](#)

[LNS3_Intersection_Map_PDF.pdf](#)

**TARRANT COUNTY FACILITIES MANAGEMENT
PROPERTY USE APPLICATION**

PLEASE COMPLETE ALL SECTIONS.

Location requested: Open land adjacent to Joe B Rushing Rd & Parking area of 1310 Circle Dr, Fort Worth, TX 76119

Event Date(s): Preparation day: 3/18, Filming night 3/19, Wrap day 3/20

Time of event: Preparation day: ~7am - 7pm, Filming night 7pm - 7am, Wrap day: ~7am - 7pm

Description of event (if more than three lines, please provide an attachment):

Lioness Season 3 - Filming Intersection Scene, car driving through a red light

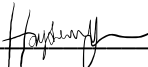
Production seeking permission to place equipment, equipment trucks, lighting lifts, cameras on county land and parking lot

NO Electricity required

NO Set up equipment (tables/chairs/podium/speakers, etc.) requested from County

Contact Person: <u>Hayden Yancer - Key Assistant Location Manager</u>
Address: <u>1600 W 7th st</u> City: <u>Fort Worth</u> State: <u>TX</u> Zip: <u>76102</u>
Cell phone number: <u>512 - 468 - 4687</u> Email: <u>hylocations@gmail.com</u>

Name of Organization: <u>King Street Productions & Paramount Pictures</u>
<u> </u> Non-Profit <u> X </u> For-Profit
Primary contact person: <u>Hayden Yancer - Key Assistant Location Manager</u>
Address: <u>1600 W 7th st</u> City: <u>Fort Worth</u> State: <u>TX</u> Zip: <u>76102</u>
Business phone number: <u>512 - 468 - 4687</u> Email: <u>hylocations@gmail.com</u>
Event on-site contact person & cell phone number: <u>Hayden Yancer - Key Assistant Location Manager</u> <u>512 - 468 - 4687</u>

Applicant's signature: 

Applicant's printed name: Hayden Yancer - Key Assistant Location Manager

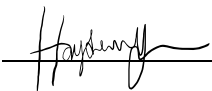
Date: 3/4/26

**RELEASE, INDEMNIFICATION
AND HOLD HARMLESS AGREEMENT**

THAT I, the undersigned Hayden Yancer, 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 The Production, filming scenes for “Lioness Season 3”
_____.

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.

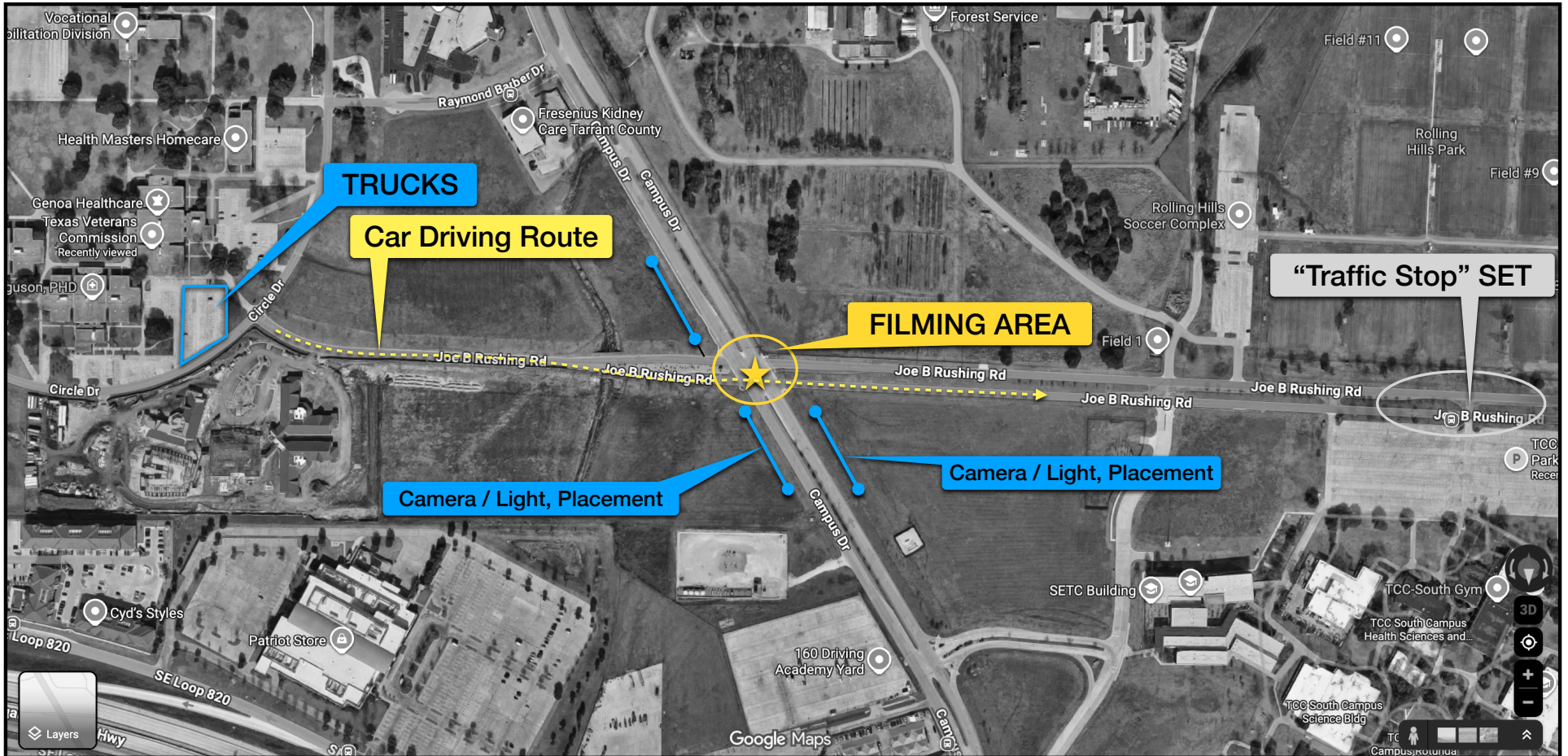
SIGNED this the fourth day of March, 2026.

Signature: 
Printed Name: Hayden Yancer - Key Assistant Location Manager
Address: 1600 W 7th St
City: Fort Worth **State:** Texas **Zip Code:** 76102
Phone #: 512-468-4687



LNS S3 - INTERSECTION SCENE - Overview

Campus Drive & Joe B Rushing Rd, 3/19 7pm - 7am





**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:
{{customNumber.courtOrder}}

Page: 1 of 3

Department: Facilities Management

Prepared By: Misty Foster

Approved By: Jon P. Hendrickson

SUBJECT:

Consideration of a Temporary Reassignment of Space at the Resource Connection Campus, Building 1300, for Tarrant County Sheriff's Office Operations

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a temporary reassignment of space within Building 1300 at the Resource Connection campus to support Tarrant County Sheriff's Office (TCSO) storage needs and various training activities.

BACKGROUND

The Commissioners Court previously approved agreements related to the renovation work at the Tarrant County Cold Springs facility. As a result of this construction activity, the TCSO can no longer utilize Cold Springs for storage or for training currently conducted at this location.

On July 1, 2025, the Commissioners Court, through Court Order #145526, received and filed a ninety (90) day notice of lease termination from My Health My Resources of Tarrant County for space located in Building 1300 at the Resource Connection campus. This termination resulted in the availability of space suitable to accommodate TCSO storage and operational needs.

If approved, the proposed temporary reassignment of space within Building 1300 would allow the TCSO to relocate storage functions and required training to ensure continuity of operations.

FISCAL IMPACT

There is no fiscal impact associated with this action, as the TCSO will utilize the space as-is.



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 8

Department: Facilities Management

Prepared By: Riley P. Ornelas

Approved By: Frank Lopez

SUBJECT:

Consideration of a Professional Services Contract with Palmetto Air & Water Balance for Professional Engineering Services Related to the Corrections Center Heating Water Boilers Replacement Project

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider accepting a professional services contract with Palmetto Air & Water Balance for engineering services for the Corrections Center Building Heat Boiler Replacement project.

BACKGROUND

On September 3, 2025, the Commissioners Court, through Court Order #145894, approved Request For Qualification (RFQ) No. F2025190 – Annual Contract for HVAC Test, Adjust, Balance, and Professional Engineering Services, for various Tarrant County projects. With approval of RFQ No. F2025190, the Facilities Management Department and Purchasing Department were authorized to utilize the selected firms for indefinite quantities of work, as outlined in the RFQ. Palmetto Air & Water Balance was among the firms receiving the highest evaluation scores and was determined to be qualified to meet the County's needs for these services.

Under this contract, Palmetto Air & Water Balance will provide professional engineering services to support the Corrections Center Building Heating Water Boilers Replacement Project. The Corrections Center Building was originally constructed in 1990, and the existing heating water boilers are original to the facility, necessitating replacement and proper commissioning.

The scope of services includes testing, adjusting, and balancing services, as well as functional commissioning of the newly installed pumps and boilers. Palmetto Air & Water Balance will also balance the hot water distribution system serving twenty-six (26) air handling units and conduct sampling of fan powered boxes located throughout the facility. These services are necessary to ensure system performance, operational efficiency, and compliance with project specifications during the installation process.

The District Attorney's Office has reviewed this contract as to form.

FISCAL IMPACT

Funding in the amount of \$125,500.00 is available in account 45400-2026 Capital Improvement/3110307000 Corrections Center Building/540000 Capital Outlay.

PASSED AND APPROVED on March 10, 2026.

**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.

Attachments

[Supporting Documentation - Palmetto - PSC, Proposal, 1295 Form - TCCC BH Boiler Replacement.pdf](#)

STATE OF TEXAS §
§
COUNTY OF TARRANT §

PROFESSIONAL SERVICES CONTRACT

This contract is entered into between Tarrant County, Texas, hereinafter referred to as COUNTY, Palmetto Air & Water Balance, hereinafter referred to as PROVIDER, for the purpose of providing professional engineering services which the Commissioners Court finds serves a public purpose and serves the public welfare of the citizens of Tarrant County.

**1.
SCOPE OF SERVICES**

PROVIDER shall provide professional engineering services (the “Services”) for the Corrections Center Building Heat Boiler Replacement project at 100 N. Lamar St, Fort Worth, Texas 76196 (the “Project”), said renovations to be defined by COUNTY and mutually agreed to by PROVIDER. This Professional Services Contract (PSC), and with the Proposal for professional engineering services dated January 19, 2026, from PROVIDER, shown in Exhibit “A”, forms the contract between the parties.

The Services to be provided by the PROVIDER as outlined more specifically in Exhibit “A” shall include, but are not limited to, the following:

- 1.1 New pumps
- 1.2 New boilers
- 1.3 Balance of HW at each AHU and sampling of FPBs
- 1.4 Functional commissioning
- 1.5 Project management assistance to the Facilities Department

**2.
TERM**

This contract commences March 10, 2026 and concludes on the date services are completed.

**3.
COST**

- 3.1 For the services described in “Article 1. Scope of Services” and as defined in PROVIDER’S proposal contained in Exhibit “A”, the PROVIDER’S compensation for these services shall be one hundred twenty-five thousand and five hundred dollars and zero cents (\$125,500.00) and shall not exceed this amount without prior authorization from the County.

TOTAL NOT TO EXCEED AMOUNT \$125,500.00

- 3.2 PROVIDER shall bill for the Services performed in accordance with this contract.
- 3.3 PROVIDER shall send all invoices to Tarrant County Facilities Management, 200 Taylor St, Fort Worth, Texas 76196.
- 3.4 PROVIDER’S invoice shall detail the Services provided.
- 3.5 PROVIDER’S invoice may include reimbursable expenses such as printing, postage, out of County travel, and additional OAC meetings, etc. related to the Project. Reimbursable expenses will not exceed \$0.00. Expenses will be invoiced at Actual cost. Supporting receipt documentation must be submitted. All unused allowances will be returned to Tarrant County.

3.6 No travel expenses are included in this contract.

PROVIDER understands that PROVIDER shall be responsible for any other expenses incurred by PROVIDER in performing the Services under this contract.

**4.
AGENCY-INDEPENDENT CONTRACTOR**

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

**5.
ASSIGNMENT**

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

**6.
THIRD PARTY BENEFICIARY EXCLUDED**

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.

**7.
AUDIT OF RECORDS**

PROVIDER'S records for this Project are subject to audit by the COUNTY during the term of this contract.

**8.
FORM 1295**

PROVIDER 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 "B" is a full and true copy of said filed form.

**9.
GOVERNMENT CODE COMPLIANCE**

9.1 **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 contract. "Boycott Israel" is defined in Section [808.001\(1\)](#) of the Texas Government Code.

- 9.2 **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](#).
- 9.3 **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 contract against a firearm entity or firearm trade association. “Discriminate against a firearm entity or firearm trade association” is defined in Section [2274.001\(3\)](#).
- 9.4 **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 contract. “Boycott energy company” is defined in Section [809.001\(1\)](#) of the Texas Government Code.

10. COMPLIANCE WITH LAWS

In providing the services required by this contract, 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.

11. GENERAL TERMS

This contract represents the entire understanding of and between the parties and supersedes all prior representations. This contract may not be varied orally, but must be amended by written document of subsequent date duly executed by these parties. This contract shall be governed by the laws of the State of Texas and venue for any action under this contract shall be in the state and federal courts located in Fort Worth, Texas.

12. TERMINATION

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

return-receipt, postage prepaid, addressed as follows:

COUNTY:

Frank Lopez
Tarrant County Facilities Management
200 Taylor Street, Suite 344
Fort Worth, TX 76196

PROVIDER:

Bret Privitt
Palmetto Air & Water Balance
4607 Forest Hill Circle
Fort Worth, TX 76140

**13.
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 agreement. 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.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED on _____.

COUNTY OF TARRANT
STATE OF TEXAS

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

PROVIDER:
Palmetto Air & Water Balance



Authorized Signature

APPROVED AS TO FORM:

Separate Electronic Signature Page
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 \$ _____

Separate Electronic Signature Page
Auditor

January 19, 2026

Submitted to: **Tarrant County Facilities Management**

Attention: **Chad Raines and Jason Hewitt**

Project: **Tarrant County Corrections Center Heating Water Boilers Replacement**

We are pleased to submit the following proposal for professional services at the Corrections Center.

Base price for the service: \$125,500.00

Scope of Services:

- a. New pumps
- b. New boilers
- c. Balance of HW at each AHU and sampling of FPBs
- d. Functional commissioning
- e. Project management assistance to the Facilities Department

Thank you for the opportunity to work with you on this Tarrant County project.

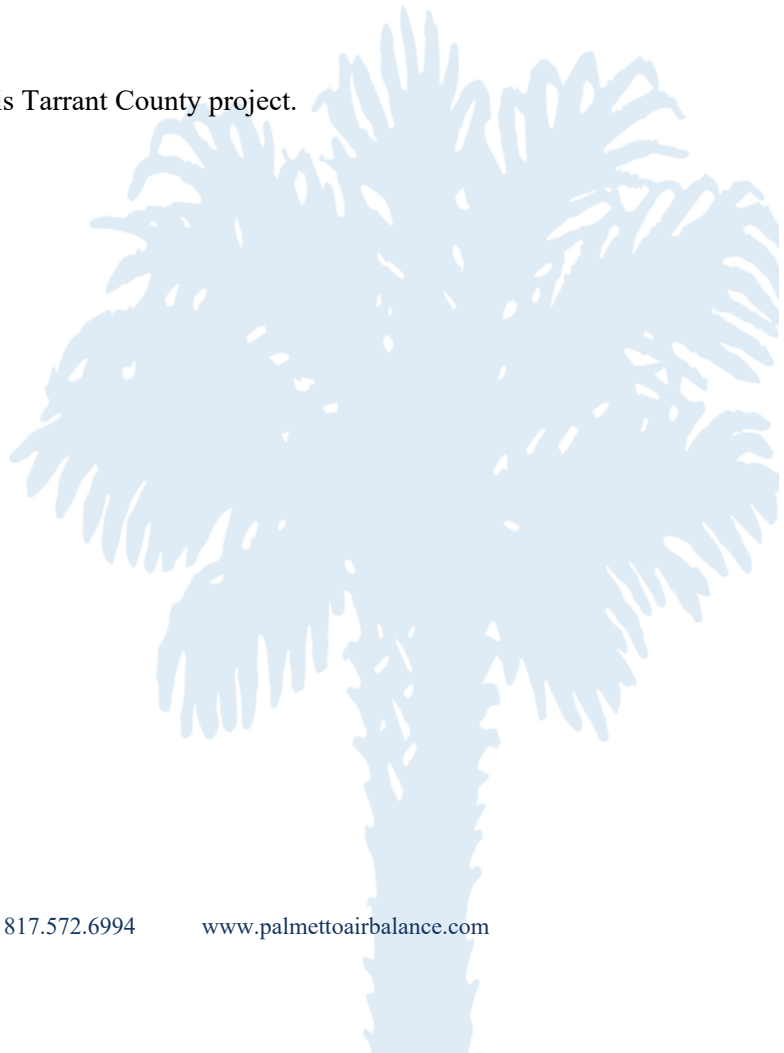
Sincerely,



Bret Privitt

Palmetto Air & Water Balance

bprivitt@PalmettoAirBalance.com



CERTIFICATE OF INTERESTED PARTIES

EXHIBIT B FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2026-1422734

Date Filed:
 02/18/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Palmetto Air & Water Balance
 Fort 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.
 F2025190
 Corrections Center Building Heat Boiler Replacement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Bear Busby, and my date of birth is 07/31/1984.

My address is 4607 Forest Hill Circle, Fort Worth, TX, 76140, USAs.
(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 18th day of February, 2026.
(month) (year)



 Signature of authorized agent of contracting business entity
 (Declarant)



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 5

Department: Facilities Management

Prepared By: Savannah S. Hawk

Approved By: Jon P. Hendrickson

SUBJECT:

Consideration of Amendment No. 2 to the Bennett Partners Architectural and Engineering Services Contract for the Tim Curry Criminal Justice Center Elevator Tower Addition Project

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve Amendment No. 2 to the Bennett Partners Architectural and Engineering Services Contract for the Tim Curry Criminal Justice Center Elevator Tower Addition Project.

BACKGROUND

On February 1, 2022, the Commissioners Court, through Court Order #137383, approved an architectural and engineering services contract with Bennett Partners in the amount of \$730,000.00 for the design and construction administration of the Tim Curry Criminal Justice Center Elevator Tower Addition Project.

On September 20, 2022, the Commissioners Court, through Court Order #139176, approved Amendment No. 1 in the amount of \$15,000.00 to allow Bennett Partners to perform a vulnerability study associated with the project.

Amendment No. 2 extends construction contract administration services due to an extension of the construction schedule beyond the originally anticipated completion date. Continued professional oversight is required through project completion to support coordination, review, and administration activities during the extended construction period. This amendment increases the contract by \$25,000.00 and extends construction administration services by an additional five (5) months.

This agreement has been approved as to form by the District Attorney's Office.

FISCAL IMPACT

Funding in the amount of \$25,000.00 is available in account 45100-2026 Non-Debt Capital / 3110404000 Tim Curry Criminal Justice Center / 540000 Capital Outlay.

PASSED AND APPROVED on March 10, 2026.

**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.

Attachments

[BP Amendment No. 2 - TCCJC Elevator Backup.pdf](#)

STATE OF TEXAS	§	AMENDMENT NO. 2 – ARCHITECTURAL AND
	§	ENGINEERING CONTRACT BETWEEN TARRANT
COUNTY OF TARRANT	§	COUNTY AND BENNETT PARTNERS

AMENDMENT NO. 2

WHEREAS, on February 1, 2022 (Court Order No. 137383), the Tarrant County Commissioners Court (“COUNTY”) approved an architectural and engineering contract (“Contract”) with Bennett Partners, (“PROVIDER”) for the Tim Curry Criminal Justice Center Elevator Tower Addition Project located at 401 W. Belknap Street, Fort Worth.

NOW, THEREFORE, the COUNTY and PROVIDER hereby agree to the following Amendment No. 2 to the Agreement, for additional architectural and engineering services by Bennett Partners as requested by the owner during the construction administration phase of the project. Amendment No. 2 reflects the additional service compensation to cover work described within this proposal, said renovations to be defined by COUNTY and mutually agreed to by PROVIDER. The Proposal for architectural dated February 4, 2026, from PROVIDER, shown in Exhibit “A” and this Professional Services Contract, forms the contract between the parties.

**12.
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.

**13.
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.

The Services to be provided by the PROVIDER as outlined more specifically in Exhibit “A” shall include, but are not limited to, the following:

Extension of Construction Administration Services through construction completion

The PROVIDER’S original contract was based on construction period completing in January 2026. Due to unforeseen issues causing delays to the construction schedule, the construction administration period has been extended by an additional five (5) months to June 2026 for completion of the work. The attached proposal accounts for the Construction Administration Services to the new anticipated completion date.

AMENDMENT NO. 2	\$25,000.00
TOTAL ADD SERVICES AMOUNT	\$25,000.00

The COUNTY will pay no more than \$25,000.00 for these additional services as further described in the attached proposal incorporated into this Amendment as Exhibit "A".

All other conditions and requirements of said Agreement remain in full force and effect for the duration of the Agreement period, unless amended in writing and agreed upon by both parties.

SIGNED AND EXECUTED this _____ day of _____, 2026.

**TARRANT COUNTY
STATE OF TEXAS**

**PROVIDER
BENNETT PARTNERS**

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



Authorized Signature

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 IN THE AMOUNT OF \$ _____

Auditor's Office Date: _____



04 February 2026

Jon Hendrickson
Director - Construction Services
Tarrant County Facilities Management
200 Taylor St
Suite 344
Fort Worth, Texas 76196
817.884.1155
JPHendrickso@tarrantcountytx.gov

**Tim Curry Criminal Justice Center Elevator Addition
Proposal for Additional Services - Construction Schedule Extension**

Dear Jon,

We are pleased to provide this Additional Services Proposal for the Tim Curry Criminal Justice Center Elevator Addition project as an amendment to our 25 January 2022 proposal. This amendment is resulting from the construction schedule extension, adding 5 months to anticipated completion.

The following attachments include the details of our fee proposal. Again, we are pleased to have the opportunity to submit this proposed amendment to you. If we have misunderstood your requirements or if you need us to make revisions or clarifications to our proposed amendment, please let me know. If this agreement meets with your approval, please sign and return one executed copy to our office.

Best regards,

A handwritten signature in blue ink that reads "Amanda Schulte".

Amanda Schulte, AIA
Senior Partner

FEE PROPOSAL

Project Description

The original contract date for substantial completion, as set forth at the time of the contractor mobilization, was of 12/01/25. The latest anticipated date for substantial completion is 05/01/2026. The fees for the architectural services scope of construction contract administration from the original agreement totaled \$134,194, which comes to \$11,183 per month for the 12 month duration also noted in the original agreement. An additional five months of construction contract administration at the \$11,183 per month rate would total \$55,915. Because we are expecting fewer submittals and RFIs as well as fewer meetings and site visits at this stage of construction, we are proposing \$5,000 per month for the remaining construction duration.

Compensation and Payment

To perform the scope of work as outlined in this proposal, we propose the following lump sum fees:

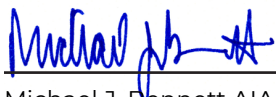
Proposal for Additional Services - Construction Schedule Extension

\$ 25,000.00 (twenty five thousand dollars)

Extended Construction Contract Administration	Bennett Partners	\$5,000 per month
---	------------------	-------------------

Agreement

Bennett Partners agrees to perform the services described above and in accordance with the terms and conditions of the original agreement dated 25 January 2022.



Michael J. Bennett AIA
Principal and Chief Executive Officer
Bennett Partners

Jon Hendrickson
Assistant Director - Construction Services
Tarrant County Facilities Management



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 11

Department: Facilities Management

Prepared By: Savannah S. Hawk

Approved By: Jon P. Hendrickson

SUBJECT:

Consideration of Change Order No. 2 to the HM & MF LTD., d/b/a Muckleroy & Falls Guaranteed Maximum Price for the Tim Curry Criminal Justice Center Elevator Tower Addition Project

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider approving Change Order No. 2 to the HM & MF LTD., d/b/a Muckleroy & Falls Guaranteed Maximum Price (GMP) for the Tim Curry Criminal Justice Center Elevator Tower Addition Project.

BACKGROUND

On August 20, 2024, the Commissioner Court, through Court Order #143665, approved a Construction Manager at Risk Contract with HM & MF LTD., d/b/a Muckleroy & Falls for construction management services and approved the GMP in the amount of \$13,854,728.00 for the Tim Curry Criminal Justice Center Elevator Tower Addition project.

On May 20, 2025, the Commissioners Court, through Court Order #145239, executed Change Order No. 1 at no cost to the GMP, but extended the duration of the contract to add nineteen (19) calendar days to the contract time.

Change Order No. 2 increases the GMP by \$163,450.97, extends the Contractual Substantial Completion by ninety (90) days, from December 1, 2025, to March 1, 2026, and includes the following scope of work adjustments:

Proposed Change Order (PCO) 37 - Covers demolition, new installation, and caulking of the new patio pavers at the Plaza Entry level of the Tim Curry Criminal Justice Center. The pavers have sustained damage due to normal deterioration as well as construction activities. This scope of work is being added to Muckleroy & Falls' contract due to overlap with the Elevator Tower Addition project and will be completed in alignment with the work schedule to ensure timely completion.

Pursuant to the State of Texas Government Code 262.031, the Director of Facilities Management approved the work. The work was approved to prevent delays and possible cost increase impact to the County related to the design or construction of each respective project.

FISCAL IMPACT

Change Order No. 2 increases the GMP by \$163,450.97, increasing the total from \$13,854,728.00 to \$14,018,178.97. Funding is available in account 45100-2026 Non-Debt Capital / 3110404000 Tim Curry Criminal Justice Center / 540000 Capital Outlay.

Original Contract Total	\$13,854,728.00
Change Order No. 1	\$ 0.00
<u>Change Order No. 2</u>	<u>\$ 163,450.97</u>
Revised Contract Total	\$14,018,178.97

PASSED AND APPROVED on March 10, 2026.

**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.

Attachments

[TCCJC Elevator Tower Change Order 2 Backup.pdf](#)



AIA®

Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
 Tim Curry Criminal Justice Center-
 Elevator Tower Addition
 401 W. Belknap Street
 Fort Worth, Texas 76196

CONTRACT INFORMATION:
 Contract For: General
 Construction
 Date: August 20, 2024

CHANGE ORDER INFORMATION:
 Change Order Number: 002
 Date: February 18, 2026

OWNER: *(Name and address)*
 Tarrant County
 100 E. Weatherford Street, Suite 303
 Fort Worth, Texas 76196

ARCHITECT: *(Name and address)*
 Bennett Partners
 640 Taylor Street, Suite 2323
 Fort Worth, Texas 76102

CONTRACTOR: *(Name and address)*
 HM & MF Ltd dba Muckleroy & Falls
 3200 Riverfront Drive, Suite 200
 Fort Worth, Texas 76107

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Change Order No. 2 incorporates PCO 37 which covers the demolition, new installation and caulking of the new patio pavers at the Plaza Entry level of the Tim Curry Criminal Justice Center. The pavers have sustained damage due to normal deterioration as well as construction activities. This scope of work is being added to Muckleroy & Falls' contract due to overlap with the Elevator Tower Addition project and will be completed in alignment with the work schedule to ensure timely completion.

The original Contract Sum was	\$ 13,854,728.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 13,854,728.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 163,450.97
The new Contract Sum including this Change Order will be	\$ 14,018,178.97

The Contract Time will be increased by Ninety (90) days.
 The new date of Substantial Completion will be March 1, 2026

NOTE:

This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.


 ARCHITECT *(Signature)*

BY: Michael J. Bennett, AIA,
 Executive Partner & CEO
 (Printed name, title, and license
 number if required)

2-18-2026
 Date



CONTRACTOR *(Signature)*

BY: Muckleroy & Falls
 (Printed name and title)

2-18-2026
 Date

OWNER *(Signature)*

BY: Tarrant County
 (Printed name and title)

Date



MUCKLEROY & FALLS

Construction Manager/General Contractor
HM & MF Ltd dba Muckleroy & Falls
3200 Riverfront Drive Suite 200
Fort Worth, TX 76107

Date: 02/18/2026

Tarrant County
100 E Weatherford St, Suite 303
Fort Worth TX 76196
RE: **24014 - Tim Curry Criminal Justice Center**

PCO #	PCO-037	Summary		Proposed Amount
		Requested days	90.00	163,450.97
		Approved days	0.00	

Attached for your review is a copy of the above referenced Proposed Change Order. This PCO is issued to incorporate the scope of work items as specifically detailed herein and on any attached supporting documents. This proposal does not include any additional scope provisions not specifically included herein. This PCO will adjust the prime contract amount per the terms of the agreement.

Please sign and return this PCO by: 2/24/2026

Sincerely,

Tim Carpenter

Authorization:

By: _____

Date: _____



M&F Potential Change Order

Detailed with Cover Letter

PCO-037

24014 - Tim Curry Criminal Justice Center (24014- -)

401 W Belknap St
Fort Worth TX 76196

PCO-037 - Exterior Tile Rework

Category	Reason	Location	Status
Change Order	Field Condition		Ready for Review ●

Create date	Due date	Importance	Reference
2/17/2026	2/24/2026		

Notes

This PC covers the demolition, new installation, and caulking of the new patio pavers at the East/ West of the Tim Curry building. This work is being performed to correct the damaged existing conditions as reflected in the attached proposal. From notice to proceed the timelines are as follows:

1. Submittals & Procurement - 8 Weeks
2. Demo Phase 1 - 1 Week
3. Install Phase 1 - 1 Week
4. Demo Phase 2 - 1 Week
5. Install Phase 2 - 1 Week

Summary

Proposed Amount

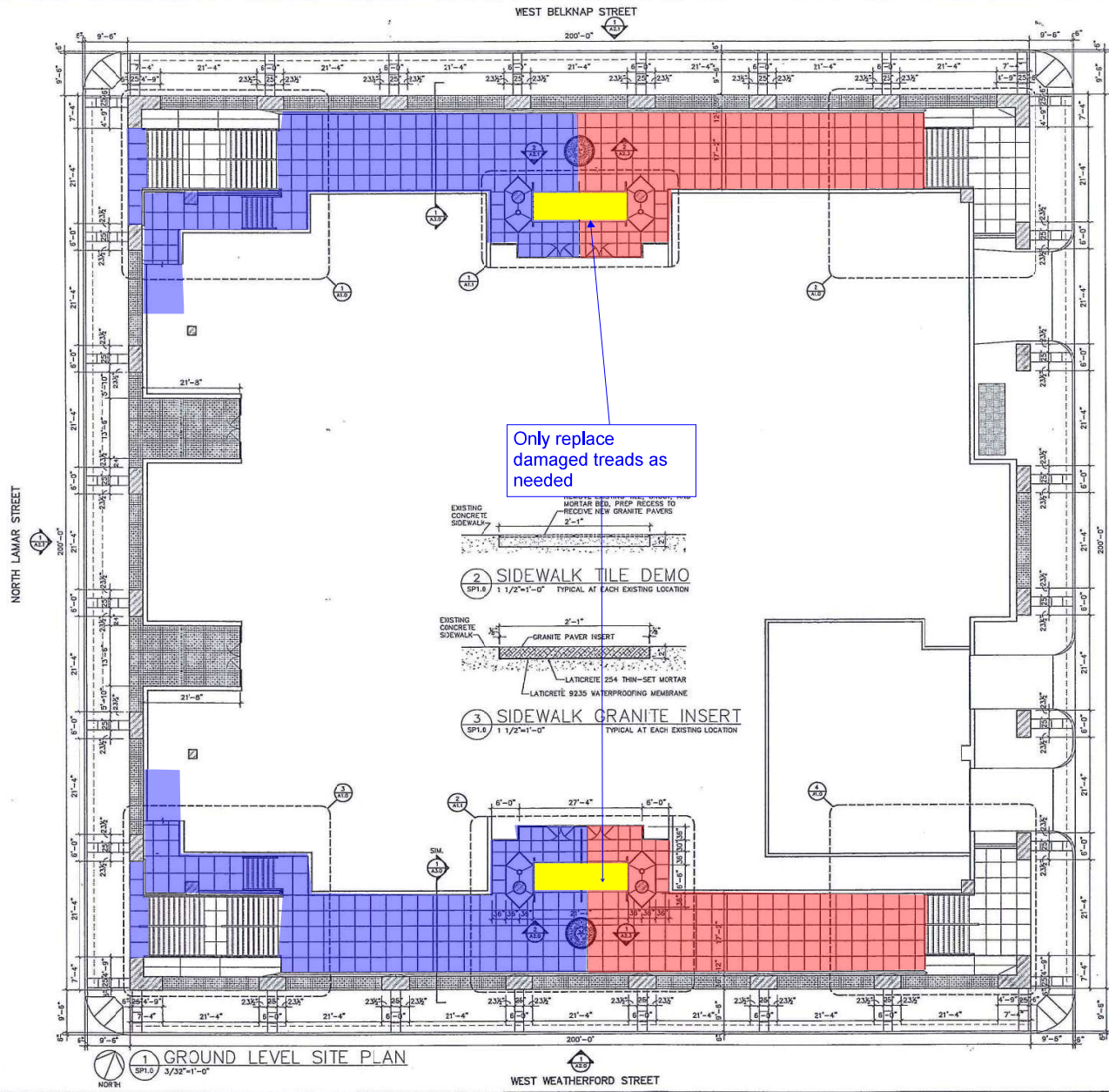
Requested days	90.00	163,450.97
Approved days	0.00	

Description

Proposed

001 - Exterior perimeter caulk joint - Allowance	18,000.00
--	-----------

002 - Exterior Tile Rework	145,450.97
----------------------------	------------



Only replace
damaged treads as
needed

- 2 SIDEWALK TILE DEMO
SP1.0 1 1/2"-1'-0" TYPICAL AT EACH EXISTING LOCATION
- 3 SIDEWALK GRANITE INSERT
SP1.0 1 1/2"-1'-0" TYPICAL AT EACH EXISTING LOCATION

NOTE TO CONTRACTORS
ALL SUB-CONTRACTORS SHALL RECEIVE A COMPLETE SET OF CONSTRUCTION DOCUMENTS AND REVISIONS AND SHALL BE RESPONSIBLE FOR THE COMPLETE ACCURACY OF THE INFORMATION REPORTED IN THE DOCUMENT SET. THE ACCURACY OF WORK SHALL BE PROBABLY REPORTED IN A TIMELY MANNER.

CONTRACTOR'S VERIFICATION RESPONSIBILITIES
FOR THE CONTRACTOR TO BE AVOIDED FROM LIABILITY FOR THE WORK, THE CONTRACTOR SHALL VERIFY ALL INFORMATION REPORTED IN THE DOCUMENT SET. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE ACCURACY OF THE INFORMATION REPORTED IN THE DOCUMENT SET. THE ACCURACY OF WORK SHALL BE PROBABLY REPORTED IN A TIMELY MANNER.

PRELIMINARY
FOR ESTIMATION
PURPOSES ONLY

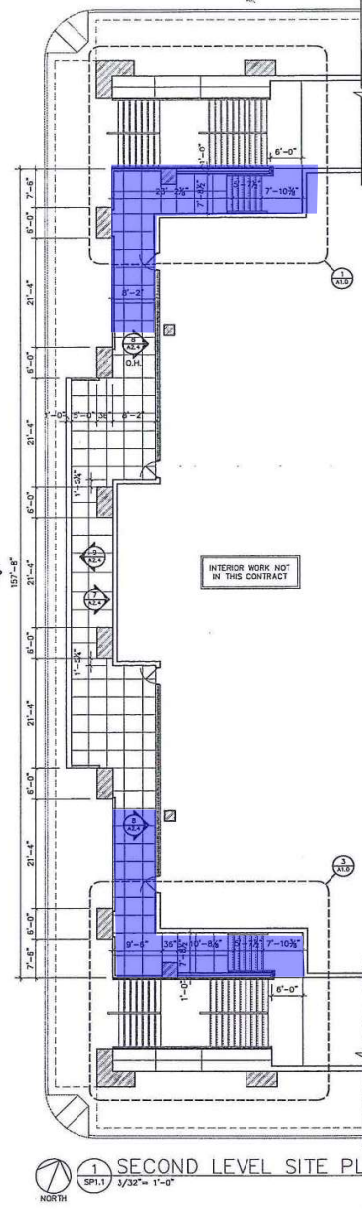
ARTHUR WEINMAN
ARCHITECT
6000 REDDING ROAD, SUITE 105, FORT WORTH, TEXAS 76116
817-737-8977 FAX 817-737-2303

TIM CURRY BUILDING
EXTERIOR MASONRY REPLACEMENT
401 WEST BELKNAP FORT WORTH, TEXAS 76196

DATE 01.02.13
REVISIONS

SHEET
SP1.0
SHEET NO.
JOB NUMBER
12.027

NORTH LAMAR STREET



1 SECOND LEVEL SITE PLAN
 SPI.1 1/32" = 1'-0"

CONTRACTOR VERIFICATION RESPONSIBILITIES:
 CONTRACTOR SHALL VERIFY ALL DIMENSIONS, MATERIALS, AND FINISHES
 ON THE DRAWINGS IN THE FIELD FOR VARIOUS AREAS BEFORE STARTING
 CONSTRUCTION. THESE SHALL BE VERIFIED, DISCREPANCIES OR INCONGRUENCIES
 HAVE NOT BEEN REPORTED IN A WRITTEN MANNER.

NOTE TO CONTRACTORS:
 ALL SUB-COMMITTEES SHALL RECEIVE A COMPLETE SET OF CONSTRUCTION
 DOCUMENTS. CONTRACTOR SHALL VERIFY THE SCOPE OF WORK INDICATED IN THE
 SCOPE OF WORK SCHEDULES OF WORK IN THE DOCUMENT SET, THE DESCRIPTION
 OF WORK APPLICABLE.

SHEET
SPI.1
 OF
 SHEET NO.
 JOB NUMBER
 12.027

DATE
 01.02.13
 REVISION

TIM CURRY BUILDING
EXTERIOR MASONRY REPLACEMENT
 401 WEST BELKNAP FORT WORTH, TEXAS 76196

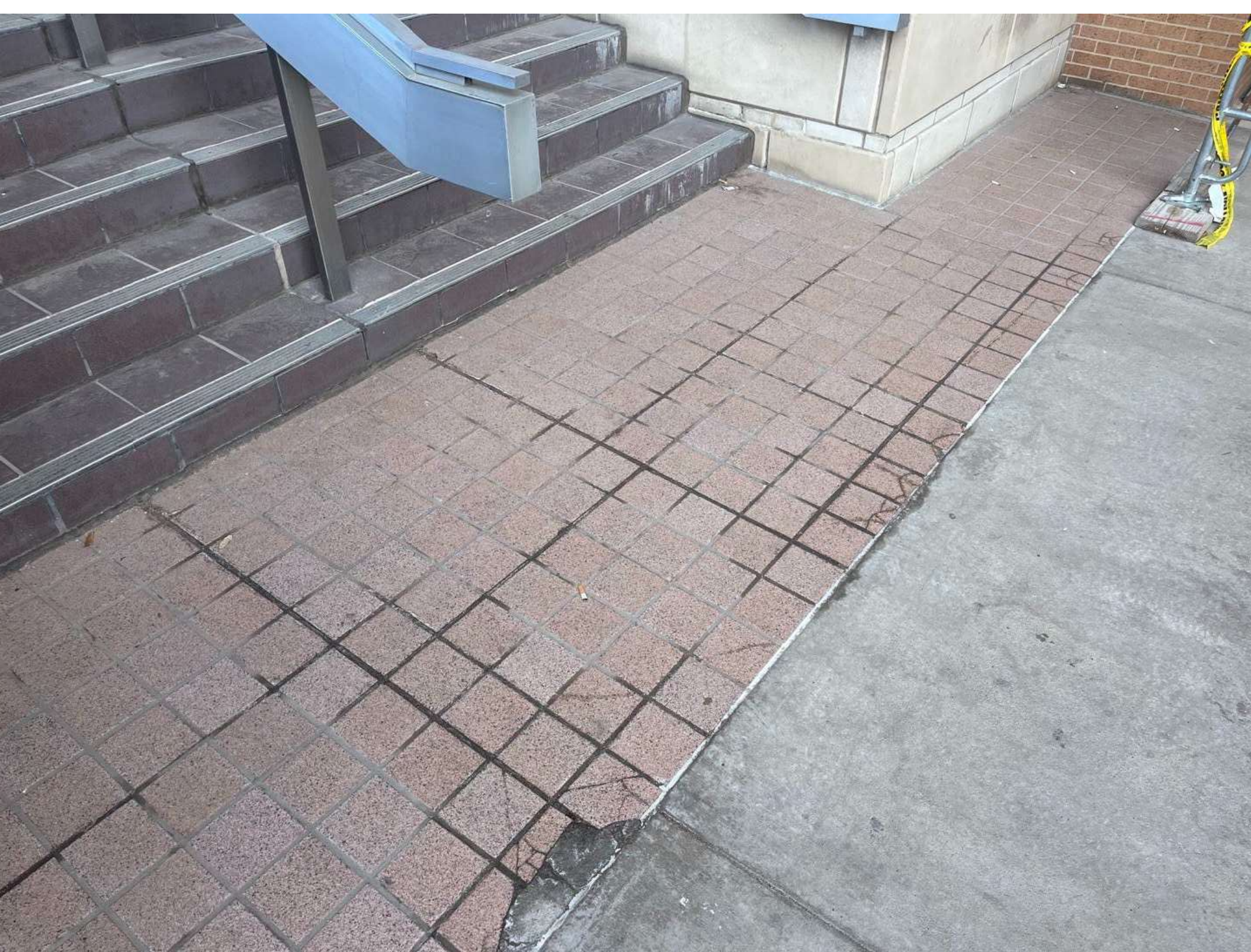
ARTHUR WEINMAN
 ARCHITECTS
 6300 RIDGELA PLACE, SUITE 105, FORT WORTH, TEXAS 76116
 817-337-6977 FAX 817-337-2203

PRELIMINARY
 FOR ESTIMATION
 PURPOSES ONLY













**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 17

Department: Facilities Management

Prepared By: Savannah S. Hawk

Approved By: Jon P. Hendrickson

SUBJECT:

Consideration of Change Order No. 4 to the HM & MF LTD. d/b/a Muckleroy & Falls Construction Services Contract for the Plaza Garage Expansion

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider approval of Change Order No. 4 to HM & MF LTD. d/b/a Muckleroy & Falls construction services contract for the Plaza Garage Expansion project.

BACKGROUND

On November 12, 2024, the Commissioners Court, through Court Order #144160, awarded RFP No. F2024161, Construction Manager at Risk (CMAR) for Plaza Parking Garage Expansion to Muckleroy & Falls for Phase 1 Preconstruction Services at a cost of \$10,000.00 to execute the development of the project Guaranteed Maximum Price (GMP).

On February 19, 2025, the Commissioners Court, through Court Order #144753, executed Phase 2 of the CMAR contract to provide construction services within a GMP of \$12,433,999.00.

On November 11, 2025, the Commissioners Court, through Court Order 146234, executed Change Order No. 1 which extended the schedule duration to June 5, 2026 at a cost of \$66,228.20, increasing the GMP to \$12,500,227.20.

On January 13, 2026, the Commissioners Court, through Court Order 146537, executed Change Order No. 2 at a cost of \$60,672.71, increasing the GMP to \$12,560,899.91.

On February 10, 2026, the Commissioners Court, through Court Order 146654, executed Change Order No. 3 at a cost of \$66,664.00, increasing the GMP to \$12,627,563.91.

Change Order No. 4 increases the GMP by \$75,262.71. It does not impact the duration of the contract and includes the following scope of work adjustments:

Proposed Change Order (PCO) 22 – Addresses an onsite directive from Oncor to install an additional primary power disconnect.

Adds \$8,871.49 to the GMP

PCO 23 – Adds hot dip galvanized embeds for the CMU clips at the first floor of the structure. These are required to be cast in place rather than post installed due to the close proximity to the post tension cables in the structural beams.

Adds \$7,346.80 to the GMP

PCO 25 – Adds thirty-one (31) concrete masonry unit (CMU) clips at the stairs due to the ASI 05 drawing changes which moved the CMU to sit between the concrete beams at each floor. These clips are necessary to hold the top of the CMU in place between each floor.

Adds \$11,031.90 to the GMP

PCO 28 – Adds two (2) plug in local alarms for the sump pumps in the lower floor as requested by Facilities Management.

Adds \$967.52 to the GMP

PCO 31 – Addresses the additional labor and materials required to reroute the roof drains in coordination with City of Fort Worth existing utilities as shown in ASI 07. Work includes x-ray scanning and coring an existing precast panel, saw cutting the existing sidewalk, and installing a steel plate.

Adds \$47,045.00 to the GMP

Pursuant to the State of Texas Government Code 262.031, the Director of Facilities Management approved the following work. The work was approved to prevent delays and possible cost increase impact to the County related to the design or construction of each respective project.

FISCAL IMPACT

The total for Change Order No. 4 is \$75,262.71, increasing the Guaranteed Maximum Price from \$12,627,563.91 to \$12,702,826.62. Funding is available in account 45100-2026 Non-Debt Capital Funds/3110608000 Parking Plaza Garage/540000 Capital Outlay.

Original Contract Total	\$ 12,433,999.00
Change Order No. 1	\$ 66,228.20
Change Order No. 2	\$ 60,672.71
Change Order No. 3	\$ 66,664.00
<u>Change Order No. 4</u>	<u>\$ 75,262.71</u>
Revised Contract Total	\$ 12,702,826.62

PASSED AND APPROVED on March 10, 2026.

**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.

Attachments

[DELETE ME PLEASE](#)

[Plaza Garage Change Order 4 Backup.pdf](#)



AIA[®]

Document G701[®] – 2017

Change Order

PROJECT: <i>(Name and address)</i> Plaza Garage Expansion	CONTRACT INFORMATION: Contract For: General Construction Date: February 19, 2025	CHANGE ORDER INFORMATION: Change Order Number: 004 Date: February 18, 2026
OWNER: <i>(Name and address)</i> Tarrant County 100 E. Weatherford Street, Ste 506 Fort Worth, TX 76196	ARCHITECT: <i>(Name and address)</i> Bennett Partners 640 Taylor Street, Suite #2323 Fort Worth, TX 76102	CONTRACTOR: <i>(Name and address)</i> HM & MF Ltd dba Muckleroy & Falls 3200 Riverfront Drive, Suite 200 Fort Worth, Texas 76107

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Proposed Change Order (PCO) 22 – Addresses an onsite directive from Oncor to install an additional primary power disconnect. Adds \$8,871.49 to the GMP

PCO 23 – Adds hot dip galvanized embeds for the CMU clips at the first floor of the structure. These are required to be cast in place rather than post installed due to the close proximity to the post tension cables in the structural beams. Adds \$7,346.80 to the GMP

PCO 25 – Adds thirty-one (31) concrete masonry unit (CMU) clips at the stairs due to the ASI 05 drawing changes which moved the CMU to sit between the concrete beams at each floor. These clips are necessary to hold the top of the CMU in place between each floor. Adds \$11,031.90 to the GMP

PCO 28 – Adds two (2) plug in local alarms for the sump pumps in the lower floor as requested by Facilities Management. Adds \$967.52 to the GMP

PCO 31 – Addresses the additional labor and materials required to reroute the roof drains in coordination with City of Fort Worth existing utilities as shown in ASI 07. Work includes x-ray scanning and coring an existing precast panel, saw cutting the existing sidewalk, and installing a steel plate. Adds \$47,045.00 to the GMP

The original Contract Sum was	\$ 12,433,999.00
The net change by previously authorized Change Orders	\$ 193,564.91
The Contract Sum prior to this Change Order was	\$ 12,627,563.91
The Contract Sum will be increased by this Change Order in the amount of	\$ 75,262.71
The new Contract Sum including this Change Order will be	\$ 12,702,826.62

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.



ARCHITECT (Signature)

BY: Michael J. Bennett, AIA,
Executive Partner & CEO

*(Printed name, title, and license
number if required)*



Date



CONTRACTOR (Signature)

BY: Tim Carpenter, HM & MF Ltd
dba Muckleroy & Falls

(Printed name and title)

2-19-2026

Date

OWNER (Signature)

BY: Tarrant County

(Printed name and title)

Date



TARRANT COUNTY
DEPARTMENT OF FACILITIES MANAGEMENT

DATE: January 22, 2026

TO: Tim Carpenter, Project Manager
Muckelroy and Falls

FROM: Jon P. Hendrickson, Facilities Management Director 
Jon Hendrickson

RE: Plaza Garage Expansion – PCO 022 – Oncor Requested Disconnect

Please be advised that Muckleroy and Falls is authorized to proceed with PCO 22 as presented for the purchase of material and labor required to install an added disconnect per Oncor's onsite directive.

This scope of work quoted at a value of \$8,871.49 is now approved to be added to the contract and will be formally included within the next change order document. This increases the contract value by \$8,871.49 which can be added to the application for payment once the formal Change Order is processed and updated PO is issued.

No contractual time extension is to be included for this work.



MUCKLEROY & FALLS

Construction Manager/General Contractor
HM & MF Ltd dba Muckleroy & Falls
3200 Riverfront Drive, Ste 200

Date: 09/30/2025

Tarrant County
200 Taylor St. RM 326 Fort Worth, TX. 76196

RE: **24057 - Tarrant County Plaza Garage**

PCO # PCO-022	Summary	Proposed Amount
	Requested days	0.00 8,871.49
	Approved days	0.00

Attached for your review is a copy of the above referenced Proposed Change Order. This PCO is issued to incorporate the scope of work items as specifically detailed herein and on any attached supporting documents. This proposal does not include any additional scope provisions not specifically included herein.

Please sign and return this PCO by: 10/7/2025

Sincerely,

Authorization:

Tim Carpenter

By: _____

Date: _____

&F Potential Change Order - Tarrant County

Tarrant County Projects



MUCKLEROY & FALLS

PCO-022

24057 - Tarrant County Plaza Garage (24057)

601 W. Weatherford Street Fort Worth, Texas 76102

PCO-022 - Oncor Requested Added Disconnect/ Rack

Category	Reason	Location	Status
Change Order	Field Condition		Ready for Review ●
Create date	Due date	Importance	Reference
9/30/2025	10/7/2025	Normal	

Notes

This PC is the material and labor required to install the added disconnect per Oncor's onsite directive. The attached riser diagram shows how this will be routed and installed based on onsite discussions.

Summary

Requested days	0.00	proposed
Approved days	0.00	8,871.49

Description


001 - PC 22 Oncor Requested Added Disconnect/ Rack	Proposed
	8,871.49



TARRANT COUNTY
DEPARTMENT OF FACILITIES MANAGEMENT

DATE: January 22, 2026

TO: Tim Carpenter, Project Manager
Muckelroy and Falls

FROM: Jon P. Hendrickson, Facilities Management Director 
Jon Hendrickson

RE: Plaza Garage Expansion – PCO 023 – Embeds for Clips at CMU Walls

Please be advised that Muckleroy and Falls is authorized to proceed with PCO 23 as presented for adding hot dip galvanized embeds for the CMU clips at the first floor.

This scope of work quoted at a value of \$7,346.80 is now approved to be added to the contract and will be formally included within the next change order document. This increases the contract value by \$7,346.80 which can be added to the application for payment once the formal Change Order is processed and updated PO is issued.

No contractual time extension is to be included for this work.



MUCKLEROY & FALLS

Construction Manager/General Contractor
HM & MF Ltd dba Muckleroy & Falls
3200 Riverfront Drive, Ste 200

Date: 09/30/2025

Tarrant County
200 Taylor St. RM 326 Fort Worth, TX. 76196

RE: **24057 - Tarrant County Plaza Garage**

PCO # PCO-023	Summary	Proposed Amount
	Requested days	0.00 7,346.80
	Approved days	0.00

Attached for your review is a copy of the above referenced Proposed Change Order. This PCO is issued to incorporate the scope of work items as specifically detailed herein and on any attached supporting documents. This proposal does not include any additional scope provisions not specifically included herein.

Please sign and return this PCO by: 10/7/2025

Sincerely,

Authorization:

Tim Carpenter

By: _____

Date: _____

&F Potential Change Order - Tarrant County

Tarrant County Projects



MUCKLEROY & FALLS

PCO-023

24057 - Tarrant County Plaza Garage (24057)

601 W. Weatherford Street Fort Worth, Texas 76102

PCO-023 - Embeds For Clips at CMU Walls

Category	Reason	Location	Status
Change Order	Field Condition		Ready for Review ●
Create date	Due date	Importance	Reference
9/30/2025	10/7/2025	Normal	

Notes

This PC is the cost to add hot dip galvanized embeds for the CMU clips at the first floor. These are required to be cast in place rather than post installed due to the close proximity to the PT cables in the structural beams.

Summary

Requested days	0.00	proposed
Approved days	0.00	7,346.80

Description

001 - PC 23 Embeds For Clips at CMU Walls	Proposed
	7,346.80



TARRANT COUNTY
DEPARTMENT OF FACILITIES MANAGEMENT

DATE: January 22, 2026

TO: Tim Carpenter, Project Manager
Muckelroy and Falls

FROM: Jon P. Hendrickson, Facilities Management Director 
[JonP.Hendrickson](#)

RE: Plaza Garage Expansion – PCO 025 – CMU Clips at Stairs (ASI 05)

Please be advised that Muckleroy and Falls is authorized to proceed with PCO 25 as presented for adding thirty-one (31) CMU clips at the stairs due to drawing changes from ASI 05.

This scope of work quoted at a value of \$11,031.90 is now approved to be added to the contract and will be formally included within the next change order document. This increases the contract value by \$11,031.90 which can be added to the application for payment once the formal Change Order is processed and updated PO is issued.

No contractual time extension is to be included for this work.



MUCKLEROY & FALLS

Construction Manager/General Contractor
HM & MF Ltd dba Muckleroy & Falls
3200 Riverfront Drive, Ste 200

Date: 11/03/2025

Tarrant County
200 Taylor St. RM 326 Fort Worth, TX. 76196

RE: **24057 - Tarrant County Plaza Garage**

PCO # PCO-025	Summary	Proposed Amount
	Requested days	0.00 11,031.90
	Approved days	0.00

Attached for your review is a copy of the above referenced Proposed Change Order. This PCO is issued to incorporate the scope of work items as specifically detailed herein and on any attached supporting documents. This proposal does not include any additional scope provisions not specifically included herein.

Please sign and return this PCO by: 11/10/2025

Sincerely,

Authorization:

Tim Carpenter

By: _____

Date: _____

&F Potential Change Order - Tarrant County

Tarrant County Projects



MUCKLEROY & FALLS

PCO-025

24057 - Tarrant County Plaza Garage (24057)

601 W. Weatherford Street Fort Worth, Texas 76102

PCO-025 - CMU Clips At Stairs

Category	Reason	Location	Status
Change Order	Design Change		Ready for Review ●
Create date	Due date	Importance	Reference
11/3/2025	11/10/2025	Normal	

Notes

This is the material price to add 31 CMU clips at the stairs due to the ASI 05 drawing changes which moved the CMU to sit between the concrete beams at each floor. These clips are necessary to hold the top of the CMU in place between each floor.

Summary

		proposed
Requested days	0.00	11,031.90
Approved days	0.00	

Description

	Proposed
001 - CMU Clips At Stairs	11,031.90



TARRANT COUNTY
DEPARTMENT OF FACILITIES MANAGEMENT

DATE: January 22, 2026

TO: Tim Carpenter, Project Manager
Muckelroy and Falls

FROM: Jon P. Hendrickson, Facilities Management Director 
Jon Hendrickson

RE: Plaza Garage Expansion – PCO 028 – Add (2) Local Sump Pump Alarms

Please be advised that Muckleroy and Falls is authorized to proceed with PCO 28 as presented for the purchase of materials and labor to add two (2) plug in local alarms for the sump pumps in the lower floor.

This scope of work quoted at a value of \$967.52 is now approved to be added to the contract and will be formally included within the next change order document. This increases the contract value by \$967.52 which can be added to the application for payment once the formal Change Order is processed and updated PO is issued.

No contractual time extension is to be included for this work.



MUCKLEROY & FALLS

Construction Manager/General Contractor
HM & MF Ltd dba Muckleroy & Falls
3200 Riverfront Drive, Ste 200

Date: 12/15/2025

Tarrant County
200 Taylor St. RM 326 Fort Worth, TX. 76196

RE: **24057 - Tarrant County Plaza Garage**

PCO #	PCO-028	Summary	Proposed Amount
		Requested days	0.00 967.52
		Approved days	0.00

Attached for your review is a copy of the above referenced Proposed Change Order. This PCO is issued to incorporate the scope of work items as specifically detailed herein and on any attached supporting documents. This proposal does not include any additional scope provisions not specifically included herein.

Please sign and return this PCO by: 12/22/2025

Sincerely,

Authorization:

Tim Carpenter

By: _____

Date: _____



PCO-028

24057 - Tarrant County Plaza Garage (24057)

601 W. Weatherford Street Fort Worth, Texas 76102

PCO-028 - Add (2) Local Sump Pump Alarms

Category	Reason	Location	Status
Change Order	Design Change		Ready for Review ●

Create date	Due date	Importance	Reference
12/15/2025	12/22/2025		

Notes

This is the cost of the material for (2) plug in local alarms for the sump pumps in the lower floor.

Summary

Requested days	0.00	proposed
Approved days	0.00	967.52

Description

	Proposed
001 - Add (2) Local Sump Pump Alarms	967.52



TARRANT COUNTY
DEPARTMENT OF FACILITIES MANAGEMENT

DATE: February 11, 2026

TO: Tim Carpenter, Project Manager
Muckelroy and Falls

FROM: Jon P. Hendrickson, Facilities Management Director


Jon P. Hendrickson

RE: Plaza Garage Expansion – PCO 031 – ASI 07 Plumbing Changes

Please be advised that Muckleroy and Falls is authorized to proceed with PCO 31 as presented for the purchase of materials and labor to reroute the roof drains as shown in ASI 07 to include x-ray scanning and coring an existing precast panel, saw cutting the existing sidewalk, and installing a steel plate.

This scope of work quoted at a value of \$47,045.00 is now approved to be added to the contract and will be formally included within the next change order document. This increases the contract value by \$47,045.00 which can be added to the application for payment once the formal Change Order is processed and updated PO is issued.

No contractual time extension is to be included for this work.



MUCKLEROY & FALLS

Construction Manager/General Contractor
HM & MF Ltd dba Muckleroy & Falls
3200 Riverfront Drive, Ste 200

Date: 01/22/2026

Tarrant County
200 Taylor St. RM 326 Fort Worth, TX. 76196

RE: **24057 - Tarrant County Plaza Garage**

PCO # PCO-031	Summary	Proposed Amount
	Requested days 0.00	47,045.00
	Approved days 0.00	

Attached for your review is a copy of the above referenced Proposed Change Order. This PCO is issued to incorporate the scope of work items as specifically detailed herein and on any attached supporting documents. This proposal does not include any additional scope provisions not specifically included herein. This PCO will adjust the prime contract amount per the terms of the agreement.

Please sign and return this PCO by: 1/27/2026

Sincerely,

Tim Carpenter

Authorization:

By: _____

Date: _____



M&F Potential Change Order

Detailed with Cover Letter

PCO-031

24057 - Tarrant County Plaza Garage (24057)

601 W. Weatherford Street Fort Worth, Texas 76102

PCO-031 - ASI 07 Plumbing Changes

Category	Reason	Location	Status
Change Order	Design Change		Ready for Review ●
Create date	Due date	Importance	Reference
1/20/2026	1/27/2026	Normal	

Notes

This PC is for the labor and material required to reroute the roof drains as shown in ASI 07 to include xray scanning and coring an existing precast panel, saw cutting the existing sidewalk, and installing a steel plate.

Summary		Proposed Amount
Requested days	0.00	47,045.00
Approved days	0.00	

Description	Proposed
001 - ASI 07 Plumbing Changes Plumbing	72,045.00
002 - ASI 07 Plumbing Changes - Concrete gutter, new flume with steel plate, core existing pre cast panel	0.00
003 - ASI 07 Plumbing Changes - Delete Painting of Fire Sprinkler Pipe	-16,000.00
004 - ASI 07 Plumbing Changes - Potter Budget Reallocation Due to Buyout Savings	-9,000.00



AIA®

Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Plaza Garage Expansion

CONTRACT INFORMATION:
Contract For: General Construction
Date: February 19, 2025

CHANGE ORDER INFORMATION:
Change Order Number: 004
Date: February 18, 2026

OWNER: *(Name and address)*
Tarrant County
100 E. Weatherford Street, Ste 506
Fort Worth, TX 76196

ARCHITECT: *(Name and address)*
Bennett Partners
640 Taylor Street, Suite #2323
Fort Worth, TX 76102

CONTRACTOR: *(Name and address)*
HM & MF Ltd dba Muckleroy & Falls
3200 Riverfront Drive, Suite 200
Fort Worth, Texas 76107

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Proposed Change Order (PCO) 22 – Addresses an onsite directive from Oncor to install an additional primary power disconnect. Adds \$8,871.49 to the GMP

PCO 23 – Adds hot dip galvanized embeds for the CMU clips at the first floor of the structure. These are required to be cast in place rather than post installed due to the close proximity to the post tension cables in the structural beams. Adds \$7,346.80 to the GMP

PCO 25 – Adds thirty-one (31) concrete masonry unit (CMU) clips at the stairs due to the ASI 05 drawing changes which moved the CMU to sit between the concrete beams at each floor. These clips are necessary to hold the top of the CMU in place between each floor. Adds \$11,031.90 to the GMP

PCO 28 – Adds two (2) plug in local alarms for the sump pumps in the lower floor as requested by Facilities Management. Adds \$967.52 to the GMP

PCO 31 – Addresses the additional labor and materials required to reroute the roof drains in coordination with City of Fort Worth existing utilities as shown in ASI 07. Work includes x-ray scanning and coring an existing precast panel, saw cutting the existing sidewalk, and installing a steel plate. Adds \$47,045.00 to the GMP

The original Contract Sum was	\$ 12,433,999.00
The net change by previously authorized Change Orders	\$ 193,564.91
The Contract Sum prior to this Change Order was	\$ 12,627,563.91
The Contract Sum will be increased by this Change Order in the amount of	\$ 75,262.71
The new Contract Sum including this Change Order will be	\$ 12,702,826.62

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

BY: Michael J. Bennett, AIA,
Executive Partner & CEO
(Printed name, title, and license number if required)

2-17-2026
Date

CONTRACTOR *(Signature)*
BY: Tim Carpenter, HM & MF Ltd
dba Muckleroy & Falls
(Printed name and title)

2-19-2026
Date

OWNER *(Signature)*
BY: Tarrant County
(Printed name and title)

Date



TARRANT COUNTY
DEPARTMENT OF FACILITIES MANAGEMENT

DATE: January 22, 2026

TO: Tim Carpenter, Project Manager
Muckelroy and Falls

FROM: Jon P. Hendrickson, Facilities Management Director 
Jon Hendrickson

RE: Plaza Garage Expansion – PCO 022 – Oncor Requested Disconnect

Please be advised that Muckleroy and Falls is authorized to proceed with PCO 22 as presented for the purchase of material and labor required to install an added disconnect per Oncor's onsite directive.

This scope of work quoted at a value of \$8,871.49 is now approved to be added to the contract and will be formally included within the next change order document. This increases the contract value by \$8,871.49 which can be added to the application for payment once the formal Change Order is processed and updated PO is issued.

No contractual time extension is to be included for this work.



MUCKLEROY & FALLS

Construction Manager/General Contractor
HM & MF Ltd dba Muckleroy & Falls
3200 Riverfront Drive, Ste 200

Date: 09/30/2025

Tarrant County
200 Taylor St. RM 326 Fort Worth, TX. 76196

RE: **24057 - Tarrant County Plaza Garage**

PCO # PCO-022	Summary	Proposed Amount
	Requested days	0.00 8,871.49
	Approved days	0.00

Attached for your review is a copy of the above referenced Proposed Change Order. This PCO is issued to incorporate the scope of work items as specifically detailed herein and on any attached supporting documents. This proposal does not include any additional scope provisions not specifically included herein.

Please sign and return this PCO by: 10/7/2025

Sincerely,

Authorization:

Tim Carpenter

By: _____

Date: _____

&F Potential Change Order - Tarrant County

Tarrant County Projects



MUCKLEROY & FALLS

PCO-022

24057 - Tarrant County Plaza Garage (24057)

601 W. Weatherford Street Fort Worth, Texas 76102

PCO-022 - Oncor Requested Added Disconnect/ Rack

Category	Reason	Location	Status
Change Order	Field Condition		Ready for Review ●
Create date	Due date	Importance	Reference
9/30/2025	10/7/2025	Normal	

Notes

This PC is the material and labor required to install the added disconnect per Oncor's onsite directive. The attached riser diagram shows how this will be routed and installed based on onsite discussions.

Summary

Requested days	0.00	proposed
Approved days	0.00	8,871.49

Description

001 - PC 22 Oncor Requested Added Disconnect/ Rack	Proposed
	8,871.49



TARRANT COUNTY
DEPARTMENT OF FACILITIES MANAGEMENT

DATE: January 22, 2026

TO: Tim Carpenter, Project Manager
Muckelroy and Falls

FROM: Jon P. Hendrickson, Facilities Management Director 
Jon Hendrickson

RE: Plaza Garage Expansion – PCO 023 – Embeds for Clips at CMU Walls

Please be advised that Muckleroy and Falls is authorized to proceed with PCO 23 as presented for adding hot dip galvanized embeds for the CMU clips at the first floor.

This scope of work quoted at a value of \$7,346.80 is now approved to be added to the contract and will be formally included within the next change order document. This increases the contract value by \$7,346.80 which can be added to the application for payment once the formal Change Order is processed and updated PO is issued.

No contractual time extension is to be included for this work.



MUCKLEROY & FALLS

Construction Manager/General Contractor
HM & MF Ltd dba Muckleroy & Falls
3200 Riverfront Drive, Ste 200

Date: 09/30/2025

Tarrant County
200 Taylor St. RM 326 Fort Worth, TX. 76196

RE: **24057 - Tarrant County Plaza Garage**

PCO # PCO-023	Summary	Proposed Amount
	Requested days	0.00 7,346.80
	Approved days	0.00

Attached for your review is a copy of the above referenced Proposed Change Order. This PCO is issued to incorporate the scope of work items as specifically detailed herein and on any attached supporting documents. This proposal does not include any additional scope provisions not specifically included herein.

Please sign and return this PCO by: 10/7/2025

Sincerely,

Authorization:

Tim Carpenter

By: _____

Date: _____

&F Potential Change Order - Tarrant County

Tarrant County Projects



MUCKLEROY & FALLS

PCO-023

24057 - Tarrant County Plaza Garage (24057)

601 W. Weatherford Street Fort Worth, Texas 76102

PCO-023 - Embeds For Clips at CMU Walls

Category	Reason	Location	Status
Change Order	Field Condition		Ready for Review ●
Create date	Due date	Importance	Reference
9/30/2025	10/7/2025	Normal	

Notes

This PC is the cost to add hot dip galvanized embeds for the CMU clips at the first floor. These are required to be cast in place rather than post installed due to the close proximity to the PT cables in the structural beams.

Summary

Requested days	0.00	proposed
Approved days	0.00	7,346.80

Description


001 - PC 23 Embeds For Clips at CMU Walls	Proposed
	7,346.80



TARRANT COUNTY
DEPARTMENT OF FACILITIES MANAGEMENT

DATE: January 22, 2026

TO: Tim Carpenter, Project Manager
Muckelroy and Falls

FROM: Jon P. Hendrickson, Facilities Management Director 
[JonP.Hendrickson](#)

RE: Plaza Garage Expansion – PCO 025 – CMU Clips at Stairs (ASI 05)

Please be advised that Muckleroy and Falls is authorized to proceed with PCO 25 as presented for adding thirty-one (31) CMU clips at the stairs due to drawing changes from ASI 05.

This scope of work quoted at a value of \$11,031.90 is now approved to be added to the contract and will be formally included within the next change order document. This increases the contract value by \$11,031.90 which can be added to the application for payment once the formal Change Order is processed and updated PO is issued.

No contractual time extension is to be included for this work.



MUCKLEROY & FALLS

Construction Manager/General Contractor
HM & MF Ltd dba Muckleroy & Falls
3200 Riverfront Drive, Ste 200

Date: 11/03/2025

Tarrant County
200 Taylor St. RM 326 Fort Worth, TX. 76196

RE: **24057 - Tarrant County Plaza Garage**

PCO # PCO-025	Summary	Proposed Amount
	Requested days	0.00 11,031.90
	Approved days	0.00

Attached for your review is a copy of the above referenced Proposed Change Order. This PCO is issued to incorporate the scope of work items as specifically detailed herein and on any attached supporting documents. This proposal does not include any additional scope provisions not specifically included herein.

Please sign and return this PCO by: 11/10/2025

Sincerely,

Authorization:

Tim Carpenter

By: _____

Date: _____

&F Potential Change Order - Tarrant County

Tarrant County Projects



MUCKLEROY & FALLS

PCO-025

24057 - Tarrant County Plaza Garage (24057)

601 W. Weatherford Street Fort Worth, Texas 76102

PCO-025 - CMU Clips At Stairs

Category	Reason	Location	Status
Change Order	Design Change		Ready for Review ●
Create date	Due date	Importance	Reference
11/3/2025	11/10/2025	Normal	

Notes

This is the material price to add 31 CMU clips at the stairs due to the ASI 05 drawing changes which moved the CMU to sit between the concrete beams at each floor. These clips are necessary to hold the top of the CMU in place between each floor.

Summary

		proposed
Requested days	0.00	11,031.90
Approved days	0.00	

Description


	Proposed
001 - CMU Clips At Stairs	11,031.90



TARRANT COUNTY
DEPARTMENT OF FACILITIES MANAGEMENT

DATE: January 22, 2026

TO: Tim Carpenter, Project Manager
Muckelroy and Falls

FROM: Jon P. Hendrickson, Facilities Management Director 
Jon Hendrickson

RE: Plaza Garage Expansion – PCO 028 – Add (2) Local Sump Pump Alarms

Please be advised that Muckleroy and Falls is authorized to proceed with PCO 28 as presented for the purchase of materials and labor to add two (2) plug in local alarms for the sump pumps in the lower floor.

This scope of work quoted at a value of \$967.52 is now approved to be added to the contract and will be formally included within the next change order document. This increases the contract value by \$967.52 which can be added to the application for payment once the formal Change Order is processed and updated PO is issued.

No contractual time extension is to be included for this work.



MUCKLEROY & FALLS

Construction Manager/General Contractor
HM & MF Ltd dba Muckleroy & Falls
3200 Riverfront Drive, Ste 200

Date: 12/15/2025

Tarrant County
200 Taylor St. RM 326 Fort Worth, TX. 76196

RE: **24057 - Tarrant County Plaza Garage**

PCO # PCO-028	Summary	Proposed Amount
	Requested days	0.00 967.52
	Approved days	0.00

Attached for your review is a copy of the above referenced Proposed Change Order. This PCO is issued to incorporate the scope of work items as specifically detailed herein and on any attached supporting documents. This proposal does not include any additional scope provisions not specifically included herein.

Please sign and return this PCO by: 12/22/2025

Sincerely,

Tim Carpenter

Authorization:

By: _____

Date: _____



PCO-028

24057 - Tarrant County Plaza Garage (24057)

601 W. Weatherford Street Fort Worth, Texas 76102

PCO-028 - Add (2) Local Sump Pump Alarms

Category	Reason	Location	Status
Change Order	Design Change		Ready for Review ●

Create date	Due date	Importance	Reference
12/15/2025	12/22/2025		

Notes

This is the cost of the material for (2) plug in local alarms for the sump pumps in the lower floor.

Summary

Requested days	0.00	proposed
Approved days	0.00	967.52

Description

	Proposed
001 - Add (2) Local Sump Pump Alarms	967.52



TARRANT COUNTY
DEPARTMENT OF FACILITIES MANAGEMENT

DATE: February 11, 2026

TO: Tim Carpenter, Project Manager
Muckelroy and Falls

FROM: Jon P. Hendrickson, Facilities Management Director


Jon P. Hendrickson

RE: Plaza Garage Expansion – PCO 031 – ASI 07 Plumbing Changes

Please be advised that Muckleroy and Falls is authorized to proceed with PCO 31 as presented for the purchase of materials and labor to reroute the roof drains as shown in ASI 07 to include x-ray scanning and coring an existing precast panel, saw cutting the existing sidewalk, and installing a steel plate.

This scope of work quoted at a value of \$47,045.00 is now approved to be added to the contract and will be formally included within the next change order document. This increases the contract value by \$47,045.00 which can be added to the application for payment once the formal Change Order is processed and updated PO is issued.

No contractual time extension is to be included for this work.



MUCKLEROY & FALLS

Construction Manager/General Contractor
HM & MF Ltd dba Muckleroy & Falls
3200 Riverfront Drive, Ste 200

Date: 01/22/2026

Tarrant County
200 Taylor St. RM 326 Fort Worth, TX. 76196

RE: **24057 - Tarrant County Plaza Garage**

PCO # PCO-031	Summary	Proposed Amount
	Requested days 0.00	47,045.00
	Approved days 0.00	

Attached for your review is a copy of the above referenced Proposed Change Order. This PCO is issued to incorporate the scope of work items as specifically detailed herein and on any attached supporting documents. This proposal does not include any additional scope provisions not specifically included herein. This PCO will adjust the prime contract amount per the terms of the agreement.

Please sign and return this PCO by: 1/27/2026

Sincerely,

Authorization:

Tim Carpenter

By: _____

Date: _____



M&F Potential Change Order

Detailed with Cover Letter

PCO-031

24057 - Tarrant County Plaza Garage (24057)

601 W. Weatherford Street Fort Worth, Texas 76102

PCO-031 - ASI 07 Plumbing Changes

Category	Reason	Location	Status
Change Order	Design Change		Ready for Review ●
Create date	Due date	Importance	Reference
1/20/2026	1/27/2026	Normal	

Notes

This PC is for the labor and material required to reroute the roof drains as shown in ASI 07 to include xray scanning and coring an existing precast panel, saw cutting the existing sidewalk, and installing a steel plate.

Summary		Proposed Amount
Requested days	0.00	47,045.00
Approved days	0.00	

Description	Proposed
001 - ASI 07 Plumbing Changes Plumbing	72,045.00
002 - ASI 07 Plumbing Changes - Concrete gutter, new flume with steel plate, core existing pre cast panel	0.00
003 - ASI 07 Plumbing Changes - Delete Painting of Fire Sprinkler Pipe	-16,000.00
004 - ASI 07 Plumbing Changes - Potter Budget Reallocation Due to Buyout Savings	-9,000.00



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 26

Department: Facilities Management

Prepared By: Savannah S. Hawk

Approved By: Jon P. Hendrickson

SUBJECT:

Consideration of Change Order No. 5 to the HM & MF Ltd. d/b/a Muckleroy & Falls Construction Services Contract for the Sheriff John B. York Building Renovation Project at the Resource Connection Campus

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider approval of Change Order No. 5 to the HM & MF LTD. d/b/a Muckleroy & Falls construction services contract for the Sheriff John B. York Building Renovation Project, *formerly known as the Law Enforcement Training Center Renovation project*, at Resource Connection Campus.

BACKGROUND

On November 12, 2024, the Commissioners Court, through Court Order #144161, awarded RFP No. F2024188 for the Law Enforcement Training Center Renovation project to HM & MF LTD. d/b/a Muckleroy & Falls and approved the associated construction services contract in the amount of \$15,724,431.00.

On December 3, 2024, the Commissioners Court, through Court Order #144368, approved Change Order No. 1 to the construction services contract with HM & MF LTD., increasing the contract by \$2,001,082.00 for furniture, fixtures, and equipment (FF&E) allowances. The revised total contract amount is \$17,725,513.00.

On March 11, 2025, the Commissioners Court, through Court Order #144831, approved Change Order No. 2 to the construction services contract, addressing design-related scope adjustments. The total contract amount remained \$17,725,513.00 and the contract duration was not impacted.

On August 19, 2025, the Commissioners Court, through Court Order #145729 approved Change Order No. 3 to the construction services contract, addressing exterior building conditions and extending the construction performance period by seventy (70) calendar days. The total contract amount remained \$17,725,513.00.

On October 14, 2025, the Commissioners Court, through Court Order #146179, approved the designation of Building 1500 at the Resource Connection Campus as the Tarrant County Sheriff's Training Academy Facility and renamed said building the Sheriff John B. York Building. To reflect this designation and renaming, the project title was updated to the Sheriff John B. York Building Renovation project.

On January 13, 2026, the Commissioners Court, through Court Order #146538, approved Change Order No. 4 to the construction services contract for the Sheriff John B. York Building Renovation project, addressing site and building-related scope adjustments. The total contract amount increased by \$35,907.95 to \$17,761,420.95.

Change Order No. 5 increases the Guaranteed Maximum Price (GMP) of the contract by \$112,113.35. It does not extend the duration of the contract and includes the following scope of work adjustments:

Proposed Change Order (PCO) 51 – Modifies electrical circuitry to provide power to fire alarm panels and connectivity to the emergency panel. Ensures functionality of the fire alarm system in the event of a power failure.

Adds \$7,444.00 to the GMP

PCO 54 – Adds cable trays above the ceiling grid for consolidation communication systems. This allows for easier long-term maintenance.

Adds \$32,913.82 to the GMP

PCO 55 – Modifies existing flatwork (sidewalks, parking curbs) on the south side of Building 1500 to meet ADA requirements. This work includes additional sidewalks and site sealants and provides a deduct for modifications to landscaping.

Adds \$35,625.53 to the GMP

PCO 56 – Provides moisture mitigation to the existing slab under areas receiving terrazzo flooring. Ensures that moisture will not travel through the slab causing delamination of the finished floor and prevents further related complications.

Adds \$29,610.00 to the GMP

PCO 59 – Provides a credit back to the GMP for labor associated with the deletion of four (4) masonry columns on the north patio area at Building 1500. These columns were designed for aesthetics only and not structurally necessary; the remaining material on site will become attic stock.

Deducts \$2,527.00 from the GMP

PCO 60 – Addresses the final approved configuration and fabrication of the building dedication plaque.

Adds \$3,076.00 to the GMP

PCO 61 – Modifies the existing sidewalk at Building 5051 to meet ADA requirements. This work includes subgrade preparation and installation of 480 square feet of sidewalk in coordination with the final building slab elevations.

Adds \$5,971.00 to the GMP

Pursuant to the State of Texas Government Code 262.031, the Director of Facilities Management approved the following work. The work was approved to prevent delays and possible cost increase impact to the County related to the design or construction of each respective project.

FISCAL IMPACT

The total for Change Order No. 5 is in the amount of \$112,113.35, increasing the Guaranteed Maximum Price from \$17,761,420.95 to \$17,873,534.30. Funding is available in the following account: CARPA-2026 Grant X11AF-2024 Earmark 500000896.

Original Contract Total	\$15,724,431.00
Change Order No. 1 (FF&E)	\$ 2,001,082.00
Change Order No. 2	\$ 0.00
Change Order No. 3	\$ 0.00
Change Order No. 4	\$ 35,907.95
Change Order No. 5	<u>\$ 112,113.35</u>
Revised Contract Total	\$17,873,534.30

PASSED AND APPROVED on March 10, 2026.

**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.

Attachments

[LETC Change Order 5 Backup.pdf](#)



AIA Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> Tarrant County Law Enforcement Training Center Tarrant County Resource Connection,	CONTRACT INFORMATION: Contract For: Muckleroy & Falls Date: 02-19-2026	CHANGE ORDER INFORMATION: Change Order Number: 005 Date:
OWNER: <i>(Name and address)</i> Tarrant County 100 E Weatherford St Suite 303 Fort Worth, TX 76196	ARCHITECT: <i>(Name and address)</i> Komatsu Architecture 3880 Hulen Street Suite 300 Ft Worth, TX 76107	CONTRACTOR: <i>(Name and address)</i> Muckleroy & Falls 1500 Circle Drive, Fort Worth, TX 76119

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)



Increase per Contractor's Change Order Requests (PCOs) #051, 054, 055, 056, 059, 060 and 061 as follows. Provide power to Fire Alarm Panels, Furnish and Install Cable Tray, Remove, repair and replace Concrete Flatwork, Provide Moisture Mitigation in Existing Concrete Slab for Terrazzo Installation Provide Credit for 4 Deleted Column Enclosures, Finalized Interior Dedication Plaque, Prep subgrade and Install Concrete Flatwork at 5051,

The original Contract Sum was	\$ 15,724,431.00
The net change by previously authorized Change Orders	\$ 2,036,989.95
The Contract Sum prior to this Change Order was	\$ 17,761,420.95
The Contract Sum will be increased by this Change Order in the amount of	\$ 112,113.35
The new Contract Sum including this Change Order will be	\$ 17,873,534.30

The Contract Time will be increased by Seventeen (17) days.
The new date of Substantial Completion will be 03-17-2026

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

 _____ ARCHITECT <i>(Signature)</i>	 _____ CONTRACTOR <i>(Signature)</i>	_____ OWNER <i>(Signature)</i>
BY: Karl A Komatsu, President <i>(Printed name, title, and license number if required)</i>	TIM CARPENTER PROJECT MANAGER <i>(Printed name and title)</i>	_____ <i>(Printed name and title)</i>
<u>02 19 2026</u> Date	2-19-2026 Date	_____ Date



TARRANT COUNTY
DEPARTMENT OF FACILITIES MANAGEMENT

DATE: February 12, 2026

TO: Tim Carpenter, Project Manager
Muckelroy and Falls

FROM: Jon P. Hendrickson, Facilities Management Director 
Jon Hendrickson

RE: Law Enforcement Training Center – PCO 051 – Fire Alarm Panels

Please be advised that Muckleroy and Falls is authorized to proceed with PCO 51 as presented for the purchase of materials and labor to run power to all of the fire alarm panels and connect to the emergency panel per RFI 87.

This scope of work quoted at a value of \$7,444.00 is now approved to be added to the contract and will be formally included within the next change order document. This increases the contract value by \$7,444.00 which can be added to the application for payment once the formal Change Order is processed and updated PO is issued.

No contractual time extension is to be included for this work.



Date: 12/10/2025

Lorin Scarborough
Tarrant County
100 E Weatherford St, Suite 303
Fort Worth TX 76196

RE: **24073 - Tarrant County Law Enforcement**

PCO # PCO-051	Summary		Proposed Amount
	Requested days	0.00	7,444.00
	Approved days	0.00	

Attached for your review is a copy of the above referenced Proposed Change Order. This PCO is issued to incorporate the scope of work items as specifically detailed herein and on any attached supporting documents. This proposal does not include any additional scope provisions not specifically included herein. This PCO will adjust the prime contract amount per the terms of the agreement.

Please sign and return this PCO by: 12/10/2025

Sincerely,

Tim Carpenter

Authorization:

By: _____

Date: _____



PCO-051

24073 - Tarrant County Law Enforcement (24073)

1500 & 5051 Circle Drive, Fort Worth TX 76119

PCO-051 - Circuiting for Fire Alarm Panels RFI 87

Category	Reason	Location	Status
Change Order	Field Condition		Ready for Review ●
Create date	Due date	Importance	Reference
12/3/2025	12/10/2025		

Notes

This PC is for the material and labor to run power to all of the fire alarm panels and connect to the emergency panel per the direction given in RFI 87.

Summary		Proposed Amount
Requested days	0.00	7,444.00
Approved days	0.00	


Description	Proposed
001 - Circuiting for Fire Alarm Panels RFI 87	6,740.00
002 - Circuiting for Fire Alarm Panels RFI 87 GCs	212.00
003 - Circuiting for Fire Alarm Panels RFI 87 Insurance & Fee	417.00
004 - Circuiting for Fire Alarm Panels RFI 87 Bonds	75.00



TARRANT COUNTY
DEPARTMENT OF FACILITIES MANAGEMENT

DATE: February 12, 2026

TO: Tim Carpenter, Project Manager
Muckelroy and Falls

FROM: Jon P. Hendrickson, Facilities Management Director 
Jon P. Hendrickson

RE: Law Enforcement Training Center – PCO 054 – Cable Trays

Please be advised that Muckleroy and Falls is authorized to proceed with PCO 54 as presented for the purchase of materials and labor to install 620 linear feet of 4” x 8” cable tray per layout provided.

This scope of work quoted at a value of \$32,913.82 is now approved to be added to the contract and will be formally included within the next change order document. This increases the contract value by \$32,913.82 which can be added to the application for payment once the formal Change Order is processed and updated PO is issued.

No contractual time extension is to be included for this work.



Date: 01/05/2026

Lorin Scarborough
Tarrant County
100 E Weatherford St, Suite 303
Fort Worth TX 76196

RE: 24073 - Tarrant County Law Enforcement

PCO # PCO-054	Summary	Proposed Amount
	Requested days	0.00 32,913.82
	Approved days	0,00

Attached for your review is a copy of the above referenced Proposed Change Order. This PCO is issued to incorporate the scope of work items as specifically detailed herein and on any attached supporting documents. This proposal does not include any additional scope provisions not specifically included herein.

Please sign and return this PCO by: 12/10/2025

Sincerely,

Tim Carpenter

Authorization:

By: _____

Date: _____

&F Potential Change Order - Tarrant County

Tarrant County Projects



MUCKLEROY & FALLS

PCO-054

24073 - Tarrant County Law Enforcement (24073)

1500 & 5051 Circle Drive, Fort Worth TX 76119

PCO-054 - Add 620 LF of 4x8 Cable Tray

Category	Reason	Location	Status
Change Order	Field Condition		Ready for Review ●
Create date	Due date	Importance	Reference
12/3/2025	12/10/2025		

Notes

This PC is for the material and labor to install 620 LF of 4" x 8" cable tray per layout provided by Tarrant County.

Summary

		proposed
Requested days	0.00	32,913.82
Approved days	0.00	

Description

Description	Proposed
001 - Add 620 LF of 4x8 Cable Tray	29,799.82
002 - Add 620 LF of 4x8 Cable Tray GCs	936.00
003 - Add 620 LF of 4x8 Cable Tray Insurance & Fee	1,846.00
004 - Add 620 LF of 4x8 Cable Tray Bonds	332.00
005 - Add 620 LF of 4x8 Cable Tray	0.00



TARRANT COUNTY
DEPARTMENT OF FACILITIES MANAGEMENT

DATE: February 12, 2026

TO: Tim Carpenter, Project Manager
Muckelroy and Falls

FROM: Jon P. Hendrickson, Facilities Management Director 
[JonP.Hendrickson](#)

RE: Law Enforcement Training Center – PCO 055 – Flatwork

Please be advised that Muckleroy and Falls is authorized to proceed with PCO 55 as presented for the purchase of materials and labor to add flatwork shown in the civil revisions from RFI 38.

This scope of work quoted at a value of \$35,625.53 is now approved to be added to the contract and will be formally included within the next change order document. This increases the contract value by \$35,625.53 which can be added to the application for payment once the formal Change Order is processed and updated PO is issued.

No contractual time extension is to be included for this work.



Date: 02/05/2026

Lorin Scarborough
Tarrant County
100 E Weatherford St, Suite 303
Fort Worth TX 76196

RE: 24073 - Tarrant County Law Enforcement

PCO # PCO-055	Summary	Proposed Amount
	Requested days 0.00	35,625.53
	Approved days 0.00	

Attached for your review is a copy of the above referenced Proposed Change Order. This PCO is issued to incorporate the scope of work items as specifically detailed herein and on any attached supporting documents. This proposal does not include any additional scope provisions not specifically included herein. This PCO will adjust the prime contract amount per the terms of the agreement.

Please sign and return this PCO by: 2/11/2026

Sincerely,

Authorization:

Tim Carpenter

By: _____

Date: _____



24073 - Tarrant County Law Enforcement (24073)

1500 & 5051 Circle Drive, Fort Worth TX 76119

PCO-055 - ASI 07, RFI 38 Flatwork Update

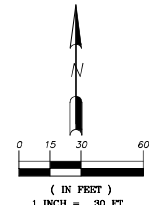
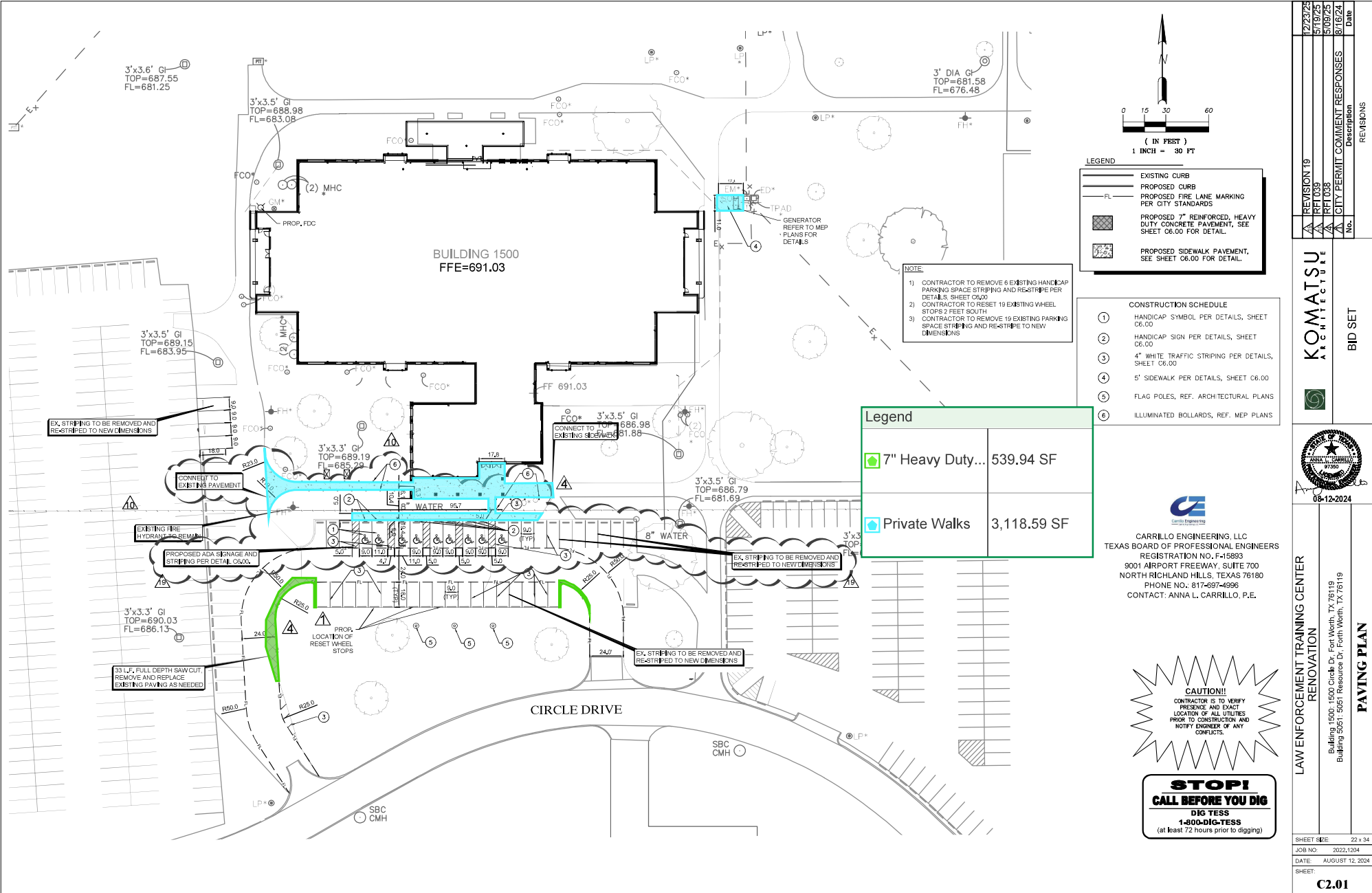
Category Change Order	Reason Change Condition	Location	Status Ready for Review ●
Create date 2/4/2026	Due date 2/11/2026	Importance	Reference

Notes

This PC is for the labor and material costs to add flatwork shown in the civil revisions RFI 38, This also includes the added site sealants and deduct for plant changes in landscaping drawings.

Summary		Proposed Amount
Requested days	0.00	35,625.53
Approved days	0.00	

Description	Proposed
001 - ASI 07, RFI 38 Flatwork Update	28,129.53
002 - ASI 07, RFI 38 Flatwork Update - Landscaping	-1,075.00
003 - ASI 07, RFI 38 Flatwork Update- Site Sealants	5,201.00
004 - ASI 07, RFI 38 Flatwork Update - GCs	1,013.00
005 - ASI 07, RFI 38 Flatwork Update, Fee Insurance	1,998.00
006 - ASI 07, RFI 38 Flatwork Update Bonds	359.00



LEGEND

	EXISTING CURB
	PROPOSED CURB
	PROPOSED FIRE LANE MARKING PER CITY STANDARDS
	PROPOSED 7" REINFORCED, HEAVY DUTY CONCRETE PAVEMENT, SEE SHEET C6.00 FOR DETAIL.
	PROPOSED SIDEWALK PAVEMENT, SEE SHEET C6.00 FOR DETAIL.

CONSTRUCTION SCHEDULE

①	HANDICAP SYMBOL PER DETAILS, SHEET C6.00
②	HANDICAP SIGN PER DETAILS, SHEET C6.00
③	4" WHITE TRAFFIC STRIPING PER DETAILS, SHEET C6.00
④	5' SIDEWALK PER DETAILS, SHEET C6.00
⑤	FLAG POLES, REF. ARCHITECTURAL PLANS
⑥	ILLUMINATED BOLLARDS, REF. MEP PLANS

NOTE

- 1) CONTRACTOR TO REMOVE 6 EXISTING HANDICAP PARKING SPACE STRIPING AND RE-STRIPING PER DETAILS, SHEET C6.00.
- 2) CONTRACTOR TO RESET 19 EXISTING WHEEL STOPS 2 FEET SOUTH
- 3) CONTRACTOR TO REMOVE 19 EXISTING PARKING SPACE STRIPING AND RE-STRIPING TO NEW DIMENSIONS

Legend

	7" Heavy Duty... 539.94 SF
	Private Walks 3,118.59 SF

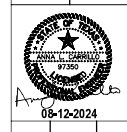


STOP!
CALL BEFORE YOU DIG
 DIG-TESS
 1-800-DIG-TESS
 (at least 72 hours prior to digging)

NO.	REVISION	DESCRIPTION	DATE
1	REVISION 19		12/29/22
2	REVISION 18		11/10/22
3	REVISION 17		10/19/22
4	REVISION 16		10/19/22
5	CITY PERMIT COMMENT RESPONSES		01/16/24

KOMATSU
 ARCHITECTURE

BID SET



Carrillo Engineering
 CARRILLO ENGINEERING, LLC
 TEXAS BOARD OF PROFESSIONAL ENGINEERS
 REGISTRATION NO. F-15893
 9001 AIRPORT FREEWAY, SUITE 700
 NORTH RICHLAND HILLS, TEXAS 76180
 PHONE NO. 817-697-4996
 CONTACT: ANNA L. CARRILLO, P.E.

LAW ENFORCEMENT TRAINING CENTER
 RENOVATION

Building 1500, 1500 Circle Dr. Fort Worth, TX 76119
 Building 5061, 5061 Resource Dr. Fort Worth, TX 76119

PAVING PLAN

SHEET SIZE: 22 x 34
 JOB NO.: 2022.1204
 DATE: AUGUST 12, 2024
 SHEET:


C2.01



TARRANT COUNTY
DEPARTMENT OF FACILITIES MANAGEMENT

DATE: January 26, 2026

TO: Tim Carpenter, Project Manager
Muckelroy and Falls

FROM: Jon P. Hendrickson, Facilities Management Director 
[Jon Hendrickson](#)

RE: Law Enforcement Training Center – PCO 056 – Terrazzo Moisture Mitigation

Please be advised that Muckleroy and Falls is authorized to proceed with PCO 56 as presented for the purchase of materials and labor for moisture mitigation in the existing slab under the areas getting terrazzo flooring.

This scope of work quoted at a value of \$29,610.00 is now approved to be added to the contract and will be formally included within the next change order document. This increases the contract value by \$29,610.00 which can be added to the application for payment once the formal Change Order is processed and updated PO is issued.

No contractual time extension is to be included for this work.



Date: 01/22/2026

Lorin Scarborough
Tarrant County
100 E Weatherford St, Suite 303
Fort Worth TX 76196

RE: 24073 - Tarrant County Law Enforcement

PCO # PCO-056	Summary		Proposed Amount
	Requested days	0.00	29,610.00
	Approved days	0.00	

Attached for your review is a copy of the above referenced Proposed Change Order. This PCO is issued to incorporate the scope of work items as specifically detailed herein and on any attached supporting documents. This proposal does not include any additional scope provisions not specifically included herein. This PCO will adjust the prime contract amount per the terms of the agreement.

Please sign and return this PCO by: 1/27/2026

Sincerely,

Tim Carpenter

Authorization:

By: _____

Date: _____



PCO-056

24073 - Tarrant County Law Enforcement (24073)

1500 & 5051 Circle Drive, Fort Worth TX 76119

PCO-056 - Terrazzo Moisture Mitigation

Category	Reason	Location	Status
Change Order	Field Condition		Ready for Review ●
Create date	Due date	Importance	Reference
1/20/2026	1/27/2026		

Notes

PC is the cost for moisture mitigation due to high moisture content in the existing slab under the areas getting terrazzo flooring.

Summary	Proposed Amount
Requested days 0.00	29,610.00
Approved days 0.00	


Description	Proposed
001 - Terrazzo Moisture Mitigation	29,610.00



TARRANT COUNTY
DEPARTMENT OF FACILITIES MANAGEMENT

DATE: February 12, 2026

TO: Tim Carpenter, Project Manager
Muckelroy and Falls

FROM: Jon P. Hendrickson, Facilities Management Director 
[Jon Hendrickson](#)

RE: Law Enforcement Training Center – PCO 059 – Masonry Columns

Please be advised that Muckleroy and Falls is authorized to proceed with PCO 59 as presented for the deletion of labor for four (4) masonry columns at area D of building 1500. Materials already on site are to be transferred to the Owner as attic stock.

This scope of work quoted at a credit of \$2,527.00 is now approved to be deducted from the contract and will be formally included within the next change order document. This decreases the contract value by \$2,527.00 which can be documented in the application for payment once the formal Change Order is processed and updated PO is issued.

No contractual time extension is to be included for this work.



Date: 02/04/2026

Lorin Scarborough
Tarrant County
100 E Weatherford St, Suite 303
Fort Worth TX 76196

RE: 24073 - Tarrant County Law Enforcement

PCO # PCO-059	Summary	Proposed Amount
	Requested days 0.00	-2,527.00
	Approved days 0.00	

Attached for your review is a copy of the above referenced Proposed Change Order. This PCO is issued to incorporate the scope of work items as specifically detailed herein and on any attached supporting documents. This proposal does not include any additional scope provisions not specifically included herein. This PCO will adjust the prime contract amount per the terms of the agreement.

Please sign and return this PCO by: 12/10/2025

Sincerely,

Authorization:

Tim Carpenter

By: _____

Date: _____



24073 - Tarrant County Law Enforcement (24073)

1500 & 5051 Circle Drive, Fort Worth TX 76119

PCO-059 - Deduct Labor For 4 Masonry Columns Bldg 1500

Category Change Order	Reason Field Condition	Location	Status Ready for Review ●
Create date 2/4/2026	Due date 12/10/2025	Importance	Reference

Notes

This PC is the labor credit to delete the 4 masonry columns at area D of bldg 1500

Summary		Proposed Amount
Requested days	0.00	-2,527.00
Approved days	0.00	


Description	Proposed
002 - Deduct Labor For 4 Masonry Columns Bldg 1500 GCs	-72.00
003 - Deduct Labor For 4 Masonry Columns Bldg 1500 Insurance & Fee	-142.00
004 - Deduct Labor For 4 Masonry Columns Bldg 1500 Bonds	-25.00
005 - Deduct Labor For 4 Masonry Columns Bldg 1500	-2,288.00



TARRANT COUNTY
DEPARTMENT OF FACILITIES MANAGEMENT

DATE: February 10, 2026

TO: Tim Carpenter, Project Manager
Muckelroy and Falls

FROM: Jon P. Hendrickson, Facilities Management Director 
Jon Hendrickson

RE: Law Enforcement Training Center – PCO 060 – Finalized Interior Plaque Signage

Please be advised that Muckleroy and Falls is authorized to proceed with PCO 60 as presented for the fabrication of the finalized interior dedication plaque.

This scope of work quoted at a value of \$3,076.00 is now approved to be added to the contract and will be formally included within the next change order document. This increases the contract value by \$3,076.00 which can be added to the application for payment once the formal Change Order is processed and updated PO is issued.

No contractual time extension is to be included for this work.



Date: 02/13/2026

Lorin Scarborough
Tarrant County
100 E Weatherford St, Suite 303
Fort Worth TX 76196

RE: 24073 - Tarrant County Law Enforcement

PCO # PCO-060	Summary	Proposed Amount
	Requested days 0.00	3,076.00
	Approved days 0.00	

Attached for your review is a copy of the above referenced Proposed Change Order. This PCO is issued to incorporate the scope of work items as specifically detailed herein and on any attached supporting documents. This proposal does not include any additional scope provisions not specifically included herein. This PCO will adjust the prime contract amount per the terms of the agreement.

Please sign and return this PCO by: 2/17/2026

Sincerely,

Tim Carpenter

Authorization:

By: _____

Date: _____



PCO-060

24073 - Tarrant County Law Enforcement (24073)

1500 & 5051 Circle Drive, Fort Worth TX 76119

PCO-060 - Make Interior Plaque Signage

Category	Reason	Location	Status
Change Order	Design Change		Ready for Review ●
Create date	Due date	Importance	Reference
2/10/2026	2/17/2026		

Notes

This PC is for the cost to revise and finalize the interior dedication plaque.

Summary	Proposed Amount
Requested days 0.00	3,076.00
Approved days 0.00	

Description	Proposed
001 - Interior Plaque Signage	2,785.00
002 - Interior Plaque Signage - GCs	87.00
003 - Interior Plaque Signage Insurance and Fee	173.00
004 - Interior Plaque Signage Bonds	31.00



TARRANT COUNTY
DEPARTMENT OF FACILITIES MANAGEMENT

DATE: February 12, 2026

TO: Tim Carpenter, Project Manager
Muckelroy and Falls

FROM: Jon P. Hendrickson, Facilities Management Director


Jon Hendrickson

RE: Law Enforcement Training Center – PCO 061 – RFI 94 ADA Flatwork

Please be advised that Muckleroy and Falls is authorized to proceed with PCO 61 as presented for subgrade prep and installation of 480 square feet of flatwork to meet ADA access requirements for building 5051.

This scope of work quoted at a value of \$5,971.00 is now approved to be added to the contract and will be formally included within the next change order document. This increases the contract value by \$5,971.00 which can be added to the application for payment once the formal Change Order is processed and updated PO is issued.

No contractual time extension is to be included for this work.



Date: 02/10/2026

Lorin Scarborough
Tarrant County
100 E Weatherford St, Suite 303
Fort Worth TX 76196

RE: 24073 - Tarrant County Law Enforcement

PCO # PCO-061	Summary	Proposed Amount
	Requested days	0.00 5,971.00
	Approved days	0.00

Attached for your review is a copy of the above referenced Proposed Change Order. This PCO is issued to incorporate the scope of work items as specifically detailed herein and on any attached supporting documents. This proposal does not include any additional scope provisions not specifically included herein.

Please sign and return this PCO by: 2/17/2026

Sincerely,

Authorization:

Tim Carpenter

By: _____

Date: _____

&F Potential Change Order - Tarrant County

Tarrant County Projects



MUCKLEROY & FALLS

PCO-061

24073 - Tarrant County Law Enforcement (24073)

1500 & 5051 Circle Drive, Fort Worth TX 76119

PCO-061 - Bldg 5051 ADA Flatwork RFI 94

Category	Reason	Location	Status
Change Order	Design Change		Ready for Review ●
Create date	Due date	Importance	Reference
2/10/2026	2/17/2026		

Notes

This PC is for the labor and material for subgrade prep and install 480 SF of flatwork for the sidewalk shown in RFI 94 for building 5051 to meet ADA access requirements.

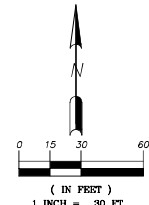
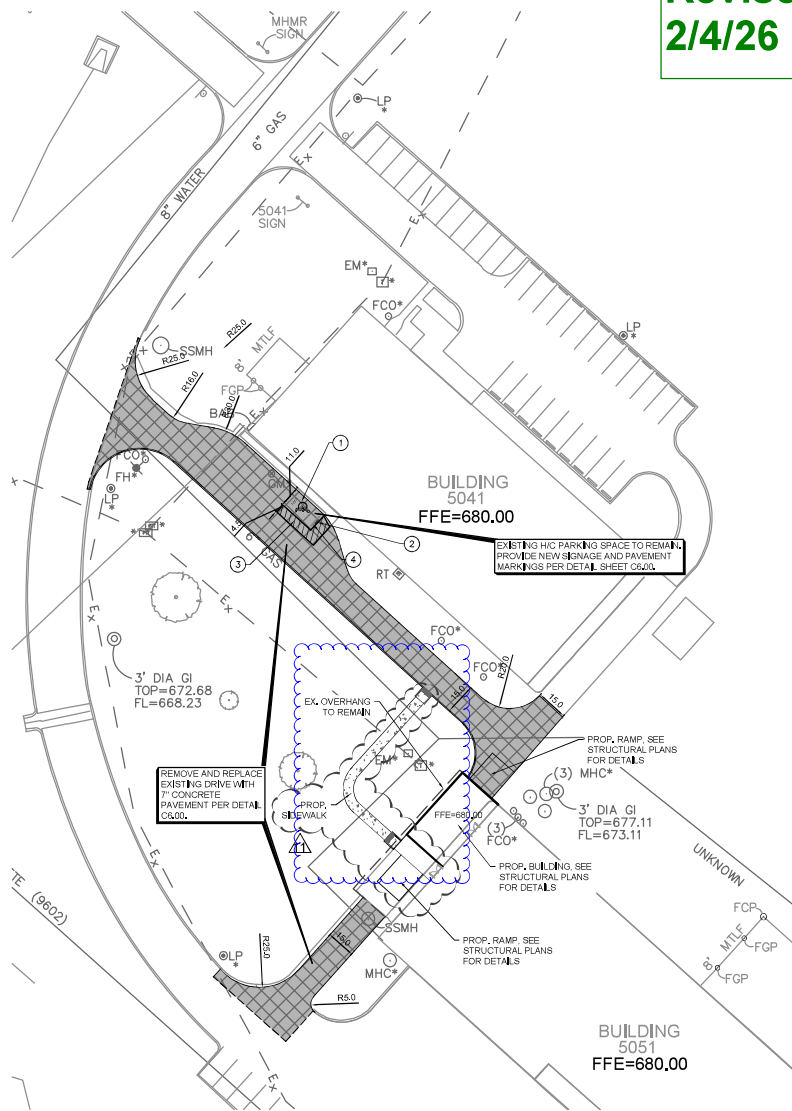
Summary

		proposed
Requested days	0.00	5,971.00
Approved days	0.00	

Description

Description	Proposed
001 - Bldg 5051 ADA Flatwork RFI 94	5,406.00
002 - Bldg 5051 ADA Flatwork RFI 94 - GCs	170.00
003 - Bldg 5051 ADA Flatwork RFI 94 Insurance and Fee	335.00
004 - Bldg 5051 ADA Flatwork RFI 94 Bonds	60.00

Revised plan - RFI 94 reply 2/4/26



LEGEND

	EXISTING CURB
	PROPOSED CURB
	PROPOSED FIRE LANE MARKING PER CITY STANDARDS
	PROPOSED 7" REINFORCED, HEAVY DUTY CONCRETE PAVEMENT, SEE SHEET C6.00 FOR DETAIL.
	PROPOSED SIDEWALK PAVEMENT, SEE SHEET C6.00 FOR DETAIL.

NOTE

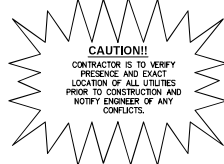
1) CONTRACTOR TO REMOVE 1 EXISTING HANDICAP PARKING SPACE STRIPING AND RESTRIPE PER DETAILS, SHEET C6.00

CONSTRUCTION SCHEDULE

①	HANDICAP SYMBOL PER DETAILS, SHEET C6.00
②	HANDICAP SIGN PER DETAILS, SHEET C6.00
③	4" WHITE TRAFFIC STRIPING PER DETAILS, SHEET C6.00
④	5' SIDEWALK PER DETAILS, SHEET C6.00
⑤	25' HEIGHT FLAG POLE, REF. ARCHITECTURAL PLANS
⑥	ILLUMINATED BOLLARD, REF. MEP PLANS



CARRILLO ENGINEERING, LLC
 TEXAS BOARD OF PROFESSIONAL ENGINEERS
 REGISTRATION NO. F-15893
 9001 AIRPORT FREEWAY, SUITE 700
 NORTH RICHLAND HILLS, TEXAS 76180
 PHONE NO. 817-697-4996
 CONTACT: ANNA L. CARRILLO, P.E.



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 (at least 72 hours prior to digging)

No.	Description	Date
1	RFI 094	

KOMATSU
 ARCHITECTURE



**LAW ENFORCEMENT TRAINING CENTER
 RENOVATION**

Building 1500: 1500 Circle Dr. Fort Worth, TX 76119
 Building 5041: 5041 Resource Dr. Fort Worth, TX 76119

SHEET SIZE	22 x 34
JOB NO.	2022.1204
DATE	AUGUST 12, 2024
SHEET:	

C2.02



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 10

Department: HIV Administrative
Agency

Prepared By: Dulce Lozano

Approved By: Lisa McKamie-Muttiah

SUBJECT:

Consideration of the Fiscal Year 2026-2027 Health Resources and Services Administration Ending the HIV Epidemic: A Plan for America – Ryan White HIV/AIDS Program Parts A and B Notice of Award

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the Health Resources and Services Administration (HRSA) FY 2026-2027 Ending the HIV Epidemic: A Plan for America – Ryan White HIV/AIDS Program Parts A and B (EHE) Notice of Award (NOA) in the amount of \$550,000.00.

BACKGROUND

Tarrant County is one of forty-eight (48) counties in the United States selected by HRSA to receive EHE funding to end the HIV epidemic. Tarrant County was selected based on the number of new HIV transmissions and is in the seventh (7th) year of receiving EHE funding.

The EHE project period is March 1, 2026, through February 28, 2030. The FY 2026-2027 budget period is March 1, 2026 through February 28, 2027. If approved, Tarrant County will receive \$550,000.00 in grant funding, which is estimated to be twenty-eight (28%) of the FY2025 total funding. It is anticipated Tarrant County will receive full funding in the amount of \$2,000,000.00.

The Criminal District Attorney's Office has reviewed this document as to form.

FISCAL IMPACT

All associated costs will be paid from grant fund allocations in E0024-2027.

Anticipated Administrative Funding: \$55,000.00 (paid by Ryan White EHE)

No match or operating subsidy required.

PASSED AND APPROVED on March 10, 2026.

**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.

Attachments

[EHE FY26-27 Notice of Award](#)



Recipient Information

- 1. Recipient Name**
TARRANT COUNTY HEALTH DEPARTMENT
2300 Circle Dr Ste 2306
Fort Worth, TX 76119-8134
- 2. Congressional District of Recipient**
33
- 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 Muttiah
lmuttiah@tarrantcountytx.gov
(817)370-4527
- 8. Authorized Official**

Federal Agency Information

- 9. Awarding Agency Contact Information**
Toni Hines
Office of Federal Assistance Management (OFAM)
Division of Grants Management Office (DGMO)
thines@hrsa.gov
(301) 443-1665
- 10. Program Official Contact Information**
Chau D Nguyen
Project Officer
HIV/AIDS Bureau (HAB)
cnguyen1@hrsa.gov
(301) 443-5785

Federal Award Information

- 11. Award Number**
5 UT8HA33961-07-00
- 12. Unique Federal Award Identification Number (FAIN)**
UT833961
- 13. Statutory Authority**
42 U.S.C. § 243(c); 300ff-11 et seq.
- 14. Federal Award Project Title**
Ending the HIV Epidemic: A Plan for America — Ryan White HIV/AIDS Program Parts A and B
- 15. Assistance Listing Number**
93.686
- 16. Assistance Listing Program Title**
Ending the HIV Epidemic: A Plan for America — Ryan White HIV/AIDS Program Parts A and B
- 17. Award Action Type**
Noncompeting Continuation
- 18. Is the Award R&D?**
No

Summary Federal Award Financial Information

19. Budget Period Start Date 03/01/2026 - End Date 02/28/2027	
20. Total Amount of Federal Funds Obligated by this Action	\$550,000.00
20a. Direct Cost Amount	
20b. Indirect Cost Amount	\$0.00
21. Authorized Carryover	\$0.00
22. Offset	\$0.00
23. Total Amount of Federal Funds Obligated this budget period	\$550,000.00
24. Total Approved Cost Sharing or Matching, where applicable	\$0.00
25. Total Federal and Non-Federal Approved this Budget Period	\$550,000.00
26. Project Period Start Date 03/01/2025 - End Date 02/28/2030	
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$3,358,351.00

- 28. Authorized Treatment of Program Income**
Addition
- 29. Grants Management Officer – Signature**
James King on 02/27/2026

30. Remarks



Notice of Award
Award Number: 5 UT8HA33961-07-00
Federal Award Date: 02/27/2026

HIV/AIDS Bureau (HAB)

31. APPROVED BUDGET: (Excludes Direct Assistance)	
<input checked="" type="checkbox"/> Grant Funds Only	
<input type="checkbox"/> Total project costs including grant funds and all other financial participation	
a. Salaries and Wages:	\$0.00
b. Fringe Benefits:	\$0.00
c. Total Personnel Costs:	\$0.00
d. Consultant Costs:	\$0.00
e. Equipment:	\$0.00
f. Supplies:	\$0.00
g. Travel:	\$0.00
h. Construction/Alteration and Renovation:	\$0.00
i. Other:	\$550,000.00
j. Consortium/Contractual Costs:	\$0.00
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:	\$550,000.00
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:	\$550,000.00
i. Less Non-Federal Share:	\$0.00
ii. Federal Share:	\$550,000.00

32. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:	
a. Authorized Financial Assistance This Period	\$550,000.00
b. Less Unobligated Balance from Prior Budget Periods	
i. Additional Authority	\$0.00
ii. Offset	\$0.00
c. Unawarded Balance of Current Year's Funds	\$0.00
d. Less Cumulative Prior Award(s) This Budget Period	\$0.00
e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$550,000.00

33. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)	
YEAR	TOTAL COSTS
08	\$2,000,000.00
09	\$2,000,000.00
10	\$2,000,000.00
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 41.15	
37. BHCNIS#	

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 statute 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
26 - 377ACGR	93.914	25UT8HA33961	\$550,000.00	\$0.00	N/A	25UT8HA33961

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/WebEPSEExternal/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. 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.
2. Applicable Regulations – Prior to October 1, 2025, this award is subject to 45 CFR 75 except for eight flexibilities from 2 CFR 200 adopted by HHS on October 1, 2024, in Federal Register Notice 89 FR 80055. After October 1, 2025, this award will be subject to any applicable provisions of 2 CFR 200 and 2 CFR 300.
3. 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).
4. Any term or condition in this NOA, including those incorporated by reference, that HHS is enjoined by court order from imposing or enforcing shall not apply or be enforced as to any recipient or subrecipient to which that court order applies and while that court order is in effect.
5. 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).
6. This Notice of Award is issued based on HRSA's approval of the Non-Competing Continuation (NCC) Progress Report. All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a Prior Approval action via the Electronic Handbooks (EHBs) and approved by HRSA prior to implementation. Grantees under "Expanded Authority," as noted in the Remarks section of the Notice of Award, have different prior approval requirements. See "Prior-Approval Requirements" in the DHHS Grants Policy Statement: <https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-october-2024.pdf>
7. Prior to October 1, 2025, this award is subject to the termination provisions at 45 CFR 75.372. Starting on October 1, 2025, this award is subject to the termination provisions at 2 CFR 200.340. Pursuant to 2 CFR 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 to the extent authorized by law, 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 to 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.

Program Specific Term(s)

1. In accordance with 2 CFR § 200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. HRSA HAB reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
2. Funding beyond this budget period is contingent upon the availability of appropriated funds for this program in subsequent fiscal years, recipient satisfactory performance, and a decision that continued funding is in the best interest of the Federal Government.
3. Unless otherwise specified, all Conditions and Reporting Requirements must be electronically submitted through the HRSA Electronic Handbooks (EHBs).
4. As required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109–282), as amended by section 6202 of Public Law 110–252, recipients must report information for each subaward of \$30,000 or more in Federal funds and executive total compensation as outlined in Appendix A to 2 CFR Part 170 (<http://www.hrsa.gov/grants/ffata.html>). The FFATA reporting requirements apply for the duration of the project period and so include all subsequent award actions to aforementioned HRSA grants and cooperative agreement awards (e.g., Type 2 (competing continuation), Type 5 (non-competing continuation), etc.). Subawards to individuals are exempt from these requirements. For more information, visit: <http://www.hrsa.gov/grants/ffata.html>.
5. RWHAP funds may not be used to make cash payments to intended clients of RWHAP-funded services. This prohibition includes cash incentives and cash intended as payment for RWHAP services. Where direct provision of the service is not possible or effective, store gift cards, vouchers, coupons, or tickets that can be exchanged for a specific service or commodity (e.g., food or transportation) must be used. Store gift cards that can be redeemed at one merchant or an affiliated group of merchants for specific goods or services that further the goals and objectives of the RWHAP are also allowable as incentives for eligible program participants. Recipients are advised to administer voucher and store gift card programs in a manner which assures that they cannot be exchanged for cash or used for anything other than the allowable goods or services, and that systems are in place to account for disbursed vouchers and store gift cards. Note: General-use prepaid cards are considered “cash equivalent” and are therefore unallowable. Such cards generally bear the logo of a payment network, such as Visa, MasterCard, or American Express, and are accepted by any merchant that accepts those credit or debit cards as payment. Gift cards that are cobranded with the logo of a payment network and the logo of a merchant or affiliated group of merchants are general-use prepaid cards, not store gift cards, and therefore are also unallowable.
6. The recipient shall make all files, including captioning, audio descriptions, videos, tables, graphics/pictures, registration forms, presentations (both audio and video) or other types of proprietary format files – e.g., Adobe Portable Document Format (.pdf), Microsoft Office PowerPoint (.ppt) and Microsoft Excel (.xls), fully accessible to members of the public with disabilities. Technical and functional standards for accessibility are codified at 36 CFR Part 1194 and may be accessed through the Access Board's Web site at <http://www.access-board.gov>.
7. The recipient is required to establish and maintain a process for protecting client confidentiality throughout the project period. Client confidentiality requirements apply to all phases of the project.
8. If the recipient expends any of the Initiative award on the AIDS Drug Assistance Program (ADAP), it must comply with data reporting requirements of the ADAP Data Report (ADR) for those funds. Acceptance of this award indicates that you will comply with data requirements of the ADR and will mandate compliance by each of your contractors and subcontractors. The ADR captures information necessary to demonstrate program performance and accountability. Please refer to the [ADR Webpage](#) for more information.
9. HRSA is operating under a Continuing Resolution; therefore, this award provides partial funding based on the continuation of FY 2025 program requirements, funding levels, and specialized reporting requirements. Additions and revisions to these Terms and Conditions may be necessary once HRSA receives a final FY 2026 appropriations. A revised Notice of Award (NoA) will be issued to reflect any changes to

funding amounts, Terms and Conditions, and/or reporting requirements.

10. As outlined in Notice of Funding Opportunity HRSA-25-063, the only requirement for determining eligibility for EHE service provision is that the individual has a documented HIV diagnosis. HRSA expects that all new clients who are provided any services (whether EHE or RWHAP) in an EHE-funded jurisdiction will be counted as an EHE client.
11. Any recipients that collect rebates on ADAP medication purchases funded through EHE must adhere to outlined provisions in HRSA HAB PCN # 15-04: Utilization and Reporting of Pharmaceutical Rebates. See https://hab.hrsa.gov/sites/default/files/hab/Global/pcn_15-04_pharmaceutical_rebates.pdf
12. Funding will be provided in the form of cooperative agreement. A cooperative agreement, as opposed to a grant, is an award instrument of financial assistance where substantial involvement is anticipated between HRSA and the recipient during performance of the contemplated project. The recipient is expected to collaborate with HAB and its RWHAP recipients to achieve the expectations described in the program expectations section. Certain activities must be planned jointly and include HAB's input. HRSA HAB must be aware of all project activities in sufficient time to provide input and/or assistance. This substantial involvement is in addition to the usual monitoring and technical assistance provided under the cooperative agreement.

As a cooperative agreement, HRSA programmatic involvement will include:

- Providing the expertise of HRSA HAB personnel and other relevant resources to support the efforts of the initiative activities;
- Facilitating partnership and communication with other federal agencies, particularly CDC, to improve coordination efforts;
- Facilitating collaboration with the TAP and SCP to assist in the development, implementation, coordination, and integration of initiative activities;
- Participating in the design and direction of the strategies, interventions, tools, and processes to be established and implemented for accomplishing the goals of the cooperative agreement;
- Approving uses of funds outside of existing allowable RWHAP costs and service categories;
- Providing ongoing review of the establishment and implementation of activities and measures for accomplishing the goals of the cooperative agreement;
- Participating, as appropriate, in conference calls and meetings that are conducted during the project period of the cooperative agreement;
- Reviewing and concurring with all information products prior to dissemination; and
- Facilitating the dissemination of project findings, best practices, evaluation data, and other information developed as part of this project to the broader network of RWHAP recipients.

In collaboration with HRSA, the cooperative agreement recipient's responsibilities will include:

- Completing proposed initiative work plan activities within the five-year project period;
- Collaborating with HRSA on review of activities, procedures, and budget items, including timely communication with project officer;
- Developing and implementing a methodology, including proposed metrics, to measure the impact of proposed activities, as well as reporting on outcomes;
- Ensuring proposed activities are based on documented need, targeted for maximum impact on HIV care continuum outcomes, and designed to reach the identified target population(s);
- Coordinating the initiative activities with their existing RWHAP programs;
- Collaborating with CDC funded organizations, health centers, and other local and state government agencies on implementing initiative activities;
- Collaborating with the TAP and SCP on the development, implementation, coordination, and integration of initiative activities;
- Developing a sustainability plan to support successful activities following conclusion of the cooperative agreement;
- Modifying activities as necessary to ensure relevant outcomes for the project; and
- Participating in the dissemination of project findings, best practices, and lessons learned, including adherence to HRSA guidelines pertaining to acknowledgment and disclaimer on all products produced by HRSA award funds

13. Funds awarded for pharmaceuticals must only be spent to assist clients who have been determined not eligible for other pharmaceutical programs, especially the AIDS Drug Assistance Program and/or for drugs that are not on the State ADAP or Medicaid formulary.
14. Funds may not be used for payments for any item or service to the extent that payment has been made, or reasonably can be expected to be made, with respect to that item or service under any state compensation program, insurance policy, federal or state health benefits program or by an entity that provides health services on a prepaid basis (except for a program administered by or providing the services of the Indian Health Services).

In addition, funds may not be used for the following purposes:

- Cash payment to intended recipients of services.

- Clinical research.
 - International travel.
 - Construction (minor alterations and renovations to an existing facility to make it more suitable for the purposes of the award program are allowable with prior HRSA approval).
 - Syringe Services Programs (SSPs). Some aspects of SSPs are allowable with HRSA's prior approval and in compliance with HHS and HRSA policy.
 - Pre Exposure Prophylaxis (PrEP) medications and related medical services or Post-Exposure Prophylaxis (PEP), as the person using PrEP or PEP does not have HIV and therefore not eligible for HRSA HAB initiative funded medication.
15. The Ryan White HIV/AIDS Program (RWHAP) legislation requires, to the maximum extent practicable, that core medical and support services will be provided without regard to an individual's ability to pay, or to the current or past health condition of the individual to be served. Consequently, HRSA expects that RWHAP recipients and subrecipients utilize a grievance process, articulated in writing, to investigate complaints for denial of services.
16. Resumes/CV for key personnel supported by this cooperative agreement and not named in the FY 2025 application must be submitted to the HRSA Grants Management Office through the EHB Prior Approval Portal for review prior to appointment to the project. This requirement also includes all key personnel hired due to vacancy, resignation, termination or attrition subsequent to the issue date on the Notice of Award.
17. All recipients who are providing services under EHE that are available in the Medicaid State plan must have entered into a participation agreement under the State plan and be qualified to receive payments under such plan, or receive a waiver from this requirement.
18. Recipients must submit an annual Non-Competing Continuation (NCC) Progress Report via the HRSA EHBs 90 days prior to the budget period end date. Submission and HRSA approval of this NCC Progress Report triggers the budget period renewal and release of subsequent year funds. The report demonstrates recipient progress on program-specific goals and collects core performance measurement data to measure the progress and impact of the project.
19. This action reflects a new document number. Please refer to this number when contacting the Payment Management System or submitting drawdown requests. Reporting on the Federal Financial Report (FFR) SF-425 Federal Cash Transaction Report (FCTR) should reflect this number for all disbursements related to this project period.
20. As a condition of accepting this award the recipient must adhere to all program policies and guidance governing the EHE program
21. Recipients are required to track and report all program income on the annual Federal Financial Report. All program income earned must be used to further the objectives of the Ryan White HIV/AIDS Program. For additional information, see PCN #15-03 available online at <https://hab.hrsa.gov/program-grants-management/policy-notice-and-program-letters>.
22. For all action steps that require input from the HAB Project Officer and other HAB staff, you must allow for at least a three (3) week response time for information, approval, planning, or technical assistance. Work plan tables must be adjusted to include the minimum response time for all relevant activities.
23. As a condition of accepting this award the recipient must comply with data requirements of the RSR and will mandate compliance by each of your subrecipients. The RSR captures information necessary to demonstrate program performance and accountability. All EHE core service and support service providers are required to submit client-level data as instructed in the RSR manual. Please refer to the [RSR Webpage](#) for additional information.
24. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, 2 CFR § 200.332, requires recipients to monitor the activities of subrecipients to ensure funding is used only for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward, as well as to ensure that performance goals are achieved. Recipients 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 2 CFR 200.307(b). Therefore, recipients must monitor awards funded through drug rebates and/or program income.
25. If applicable, recipients must submit the Tangible Personal Property Report (TPPR) (SF-428) and any related forms. The report must be submitted within 120 days after the project period ends. Recipients are required to report all equipment with an acquisition cost of \$10,000 or more per unit acquired by the recipient with award funds. TPPRs must be submitted electronically through HRSA EHBs.
26. During each budget period, recipients must include in their program budget travel support for key recipient staff members (one staff member must be the program director or a designated representative) to attend meetings/conferences identified and approved by HRSA HAB as essential to EHE administration and implementation. HRSA HAB meetings may include, but are not limited to, the biennial National Ryan White Conference on HIV Care and Treatment, grant-specific Administrative Reverse Site Visits (ARSV), or targeted technical assistance events. Meetings may be up to 4 days and are generally held in the Washington, D.C. metropolitan area. If no essential meetings are held during the budget period, recipients can reallocate funds for other allowable grant expenses. Recipients must comply with 2 CFR Part 200.475 and all other applicable HHS and Federal policies governing travel supported under Federal assistance awards.

27. Funds may not be used by grantees or subcontractors for the purchase of vehicles without written approval from the Division of Grants Management Operations (DGMO).

Standard Term(s)

1. Your organization must have policies, procedures, and financial controls to follow all the [General Terms and Conditions](#). HRSA awards are based on the application submitted and approved by HRSA. All awards are subject to the General Terms and Conditions, in addition to those included in the Notice of Award or referenced in documents and attachments.

Reporting Requirement(s)

1. **Due Date: Annually (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due 90 days after end of reporting period.**

The recipient must submit, within 90 days after budget period end date, an annual Federal Financial Report (FFR). The report should reflect cumulative reporting within the project period of the document number. **All FFRs must be submitted through the Payment Management System (PMS)**. Technical questions regarding the FFR, including system access should be directed to the PMS Help Desk by submitting a ticket through the self-service web portal ([PMS Self-Service Web Portal](#)), or calling 877-614-5533.

2. **Due Date: 09/30/2026**

Biannual Progress Report: Recipients must submit two progress reports during the budget period via the HRSA Electronic Handbooks (EHB) system. The information will include recipient progress on program specific goals and strategies; key accomplishments including a list of all developed materials, tools and websites; barriers encountered and how resolved; and responses to summary questions regarding overall impact. Recipients must submit the report on-line in the EHBs. The format for these reports will be provided by the program staff within the EHB.

3. **Due Date: 03/31/2027**

Biannual Progress Report: Recipients must submit two progress reports during the budget period via the HRSA Electronic Handbooks (EHB) system. The information will include recipient progress on program specific goals and strategies; key accomplishments including a list of all developed materials, tools and websites; barriers encountered and how resolved; and responses to summary questions regarding overall impact. Recipients must submit the report on-line in the EHBs. The format for these reports will be provided by the program staff within the EHB.

4. **Due Date: Within 90 Days of Project End Date**

The recipient must submit an annual Initiative Expenditure Report.

5. **Due Date: 03/30/2026**

Submit the Ryan White Services Report (RSR) which consists of recipient, service provider, and client level reports for the calendar year via the EHBs by 6:00 PM ET on the last Monday in March. See <http://hab.hrsa.gov/manageyourgrant/reportingrequirements.html> for additional information

6. **Due Date: 06/15/2026**

As a condition of accepting this award the recipient must comply with data requirements of the Ending the HIV Epidemic Aggregate Module and will mandate compliance by each of your subrecipients. EHE funded subrecipients must submit a report of aggregate data on a triannual basis. Subrecipients will report using a standard template that captures aggregate counts of services received by clients during the triannual period. Further information on additional data needed for this report will be available in the NOA.

7. **Due Date: 10/15/2026**

As a condition of accepting this award the recipient must comply with data requirements of the Ending the HIV Epidemic Aggregate Module and will mandate compliance by each of your subrecipients. EHE funded subrecipients must submit a report of aggregate data on a triannual basis. Subrecipients will report using a standard template that captures aggregate counts of services received by clients during the triannual period. Further information on additional data needed for this report will be available in the NOA.

8. **Due Date: 02/15/2027**

As a condition of accepting this award the recipient must comply with data requirements of the Ending the HIV Epidemic Aggregate Module and will mandate compliance by each of your subrecipients. EHE funded subrecipients must submit a report of aggregate data on a triannual basis. Subrecipients will report using a standard template that captures aggregate counts of services received by clients during the triannual period. Further information on additional data needed for this report will be available in the NOA.

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

Contacts

NoA Email Address(es):

Name	Role	Email
Lisa 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/>).



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 18

Department: HIV Administrative
Agency

Prepared By: Dulce Lozano

Approved By: Lisa McKamie-Muttiah

SUBJECT:

Consideration of the Fiscal Year 2026-2027 Health Resources and Services Administration Ryan White Treatment Extension Act Part A Vendor Contract with Harvesting International Ministry Center, Inc.

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the FY 2026-2027 Health Resources and Services Administration (HRSA) Ryan White Treatment Extension Act Part A Vendor Contract with Harvesting International Ministry Center, Inc. (HIM).

BACKGROUND

Tarrant County has been awarded funding since 1996 under the Ryan White HIV/AIDS Program (RWHAP) Part A HIV Emergency Relief Grant Program. The purpose of this program is to provide direct financial assistance to the Fort Worth/Arlington Transitional Grant Area (TGA), which is severely affected by the HIV epidemic. The RWHAP allows the TGA to develop and enhance access to a comprehensive continuum of high-quality, community-based care for people with HIV who are low-income through the provision of formula, supplemental, and Minority AIDS Initiative (MAI) funds. The goal is to provide optimal HIV care and treatment for people with HIV who are low-income, uninsured, and underserved, to improve their medical outcomes. Tarrant County HIV Administrative Agency (TC-HIVAA) administers the grant funding and subcontracts with community organizations to deliver high-quality services.

For over two decades, HIM has partnered with local organizations to distribute healthy food and provide educational initiatives aimed at fostering self-sufficiency among underserved populations. This contract will support food bank services for people living with HIV.

On February 10, 2026, the Commissioners Court, through Court Order #146656, approved the receipt of the HRSA FY 2026-2027 Ryan White Part A Notice of Award for partial funding in the amount of \$1,639,132.00.

The project period is March 1, 2025, through February 29, 2028. The term of the contract period is March 1, 2026, through February 28, 2027.

The recommended contract is as follows:

HIM – Total reimbursement shall not exceed \$15,921.00.

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 A Funding: Grant-2004 / E0028-2027 Health Resources and Services Administration (HRSA) Ryan White Treatment Extension Act Part A (Part A) / 1132200000 HIV Subrecipients / 569011 Professional Services – net impact: \$15,921.00

PASSED AND APPROVED on March 10, 2026.

**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.

Attachments

[FY26-27 Part A Contract \(HIM\)](#)

STATE OF TEXAS

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CONTRACT FOR SERVICES

COUNTY OF TARRANT

1. BACKGROUND

This Contract for Services is between Tarrant County, Texas (“COUNTY”) and Harvesting International Ministry Center, Inc. (“PROVIDER”). The Commissioners Court determines that this contract aligns with the objectives of the Ryan White HIV/AIDS Program by enhancing health outcomes through proper nutrition.

2. SCOPE OF SERVICES

Harvesting International Ministry Center, Inc. (DBA HIM Food Bank) will provide Food Bank/Home Delivered Meals to Tarrant County (“COUNTY”) in the Fort Worth Health Services Delivery Area (HSDA).

PROVIDER shall use these funds to provide at least one Part A service to (28) unduplicated clients and (252) units during Contract Year FY 2026 (03/01/2026–02/28/2027).

Services will include:

- 2.1 A process for establishing, maintaining, and protecting client confidentiality;
- 2.2 Eligibility will be established through a referral process from Ryan White subrecipients and client or household member must be living with HIV;
- 2.3 Completion of client food assessment indicating the need for immediate or ongoing food services in the client’s primary record;
- 2.4 Provision of actual food items, hot meals, or a voucher program to purchase food. This category includes the provision of food, prepared meals, or food vouchers to purchase groceries or prepared meals. This category also includes the provision of fruit, vegetables, dairy, canned meat, staples, personal care products, and household cleaning supplies in a food bank setting;
- 2.5 PROVIDER should include consideration of the special nutritional health needs of clients, while incorporating generally accepted nutritional standards, and religious, cultural, and ethnic food preferences as appropriate and available within the region;
- 2.6 Reporting of unduplicated clients and units of Food Bank/Home Delivered Meals provided will be submitted monthly to COUNTY;

3. TERM

This contract begins on **March 1, 2026**, and concludes on **February 28, 2027**.

4. COST

The COUNTY will pay up to \$15,921.00 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 bill at the rate of \$25.00 per one unit; one visit to food bank equals one unit of service;
- 4.3 PROVIDER will bill at the rate of \$25.00 per food bank delivery service.
- 4.4 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. PROVIDER will be required to pay for the Provide Enterprise Licensures for new users and annual maintenance fees per licensee. PROVIDER may utilize RWHAP-related funding such as grant funds, and/or other funding sources to pay for licensure fees and annual maintenance fees
- 4.5 PROVIDER shall enter service delivery units into Provide Enterprise within five (5) business days of providing the service.
- 4.6 PROVIDER 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.
- 4.7 PROVIDER will collect, update, maintain and report all data consistent for reporting in the annual Ryan White Services Report (RSR), as well as other service, and other required data elements throughout the Contract period.
- 4.8 Unallowable costs include household appliances, pet foods, other non-essential products, and cash payments to clients.
- 4.9 PROVIDER must administer voucher and store gift card programs in a manner which assures that vouchers and store gift cards cannot be exchanged for cash or used for anything other than the allowable goods or services, and that systems are in place to account for disbursed vouchers and store gift cards. General-use prepaid cards are considered "cash equivalent" and are therefore unallowable. Such cards generally bear the logo of a payment network, such as Visa, MasterCard, or American Express, and are accepted by any merchant that accepts those credit or debit cards as payment. Gift cards that are cobranding with the logo of a payment network and the logo of a merchant or affiliated group of merchants are general-use prepaid cards, not store gift cards, and therefore are also unallowable.

5. COMPLIANCE

- 5.1 PROVIDER assures that it will comply with the applicable HRSA Ryan White National Part A Programmatic requirements.
- 5.2 PROVIDER assures that it will comply with Federal, State, and Local Standards of Care.
- 5.3 PROVIDER will conduct ongoing client satisfaction and effectiveness of services, routinely share survey instrument and results with Tarrant County HIV Administrative Agency, and actively participate in TC-HIVAA client satisfaction initiatives.
- 5.4 PROVIDER will participate in applicable quality management activities, that could include participation in a county-wide Clinical Quality Management (CQM) committee, participation in county-wide CQM initiatives, including needs assessment activities, quality improvement projects, care coordination meetings, and integrated planning.
- 5.5 PROVIDER will attend all required meetings and trainings as specified by Tarrant County.

6. 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 1** is County's standard Business Associate Agreement ("BAA"). PROVIDER acknowledges that for all purposes under the BAA and this Agreement, the County is a "Covered Entity" and PROVIDER is a "Business Associate". Furthermore, PROVIDER 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. PROVIDER 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.

7. 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.

8. AGENCY-INDEPENDENT PROVIDER

PROVIDER is an independent entity. Neither the PROVIDER nor its employees and/or volunteers are 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.

9. INSURANCE

PROVIDER acknowledges that it is solely responsible for any liability for accidents involving their employees and/or volunteers.

10. 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.

11. 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.

12. 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.

13. 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

14. 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.

15. 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.

16. 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.

17. 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.

18. PARTIES ADDRESSES

COUNTY:
TARRANT COUNTY
2300 Circle Drive, Suite 2306
Fort Worth, Texas 76119

PROVIDER:
HARVESTING INTERNATIONAL MINISTRY CENTER, INC.
150 S. 6th Avenue
Mansfield, TX 76063

19. 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

20. 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 Form 1295, attached as **Attachment 2**, with the Texas Ethics Commission as required by law.

21. 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.

22. 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 PROVIDER before this Contract is effective or after it ceases to be effective are performed at the sole risk of PROVIDER with respect to compensation.

23. CONTRACT ATTACHMENTS

- a. Attachment 1: Business Associate Agreement
- b. Attachment 2: 1295 Compliance Form

PROVIDER

Harvesting International Ministry Center, Inc.

150 S. 6th Avenue

Mansfield, TX 76063

ATTN: Lisa Richardson

By: Lisa Richardson

Title: President/CEO

Date: 02/19/2026

STATE OF TEXAS §

§ **AMENDED BUSINESS ASSOCIATE AGREEMENT**

COUNTY OF TARRANT §

This Business Associate Agreement (“BA Agreement”) is between Tarrant County, Texas, (“COUNTY”), and **Harvesting International Ministry Center, 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 **Harvesting International Ministry Center, 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 Contract for Services.
 - (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 **March 1, 2026** 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:

Harvesting International Ministry Center, Inc.
150 S. 6th Avenue
Mansfield, TX 76063
Attn: Lisa Richardson, CEO

If to Covered Entity:

Tarrant County
2300 Circle Drive, Suite 2306
Fort Worth, TX 76119
Attn: HIV 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 them 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 **Harvesting International Ministry Center, 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 ATTACHMENT 2, 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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2026-1423052

Date Filed:
 02/19/2026

Date Acknowledged:

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

Harvesting International Ministry Center
 Mansfield, 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.

HRSA RYAN WHITE
 HEALTHY FOOD/GROCERIES/HYGIENE SUPPLIES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Lisa Richardson, and my date of birth is 02/03/1967.
 My address is 150 S. 6th Avenue, Mansfield, TX, 76063, 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 19 day of February 2026.
(month) (year)

Lisa Richardson
 Signature of authorized agent of contracting business entity
 (Declarant)



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 20

Department: HIV Administrative
Agency

Prepared By: Dulce Lozano

Approved By: Lisa McKamie-Muttiah

SUBJECT:

Consideration of the Fiscal Year 2026-2027 Health Resources and Services Administration Ryan White Treatment Extension Act Part A Vendor Contract with Grantee Payer Services, Inc.

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the FY 2026-2027 Health Resources and Services Administration (HRSA) Ryan White Treatment Extension Act Part A Vendor Contract with Grantee Payer Services, Inc. (GPS)

BACKGROUND

Tarrant County has been awarded funding since 1996 under the Ryan White HIV/AIDS Program (RWHAP) Part A HIV Emergency Relief Grant Program. The purpose of this program is to provide direct financial assistance to the Fort Worth/Arlington Transitional Grant Area (TGA), which is severely affected by the HIV epidemic. The RWHAP allows the TGA to develop and enhance access to a comprehensive continuum of high-quality, community-based care for people with HIV who are low-income through the provision of formula, supplemental, and Minority AIDS Initiative (MAI) funds. The goal is to provide optimal HIV care and treatment for people with HIV who are low-income, uninsured, and underserved, to improve their medical outcomes. Tarrant County HIV Administrative Agency (TC-HIVAA) administers the grant funding and subcontracts with community organizations to deliver high-quality services.

GPS administers health insurance payment assistance programs, this includes premium and copay administration, insurance enrollment, reporting, and status tracking. This contract will support Health Insurance Premium and Cost Sharing Assistance services for people living with HIV.

On February 10, 2026, the Commissioners Court, through Court Order #146656, approved the receipt of the HRSA FY 2026-2027 Ryan White Part A Notice of Award for partial funding in the amount of \$1,639,132.00.

The project period is March 1, 2025, through February 29, 2028. The grant budget period is March 1, 2026, through February 28, 2027.

The recommended contract is as follows:

GPS – Total reimbursement shall not exceed \$171,049.00.

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 A Funding: Grant-2004 E0028-2027 Health Resources and Services Administration (HRSA) Ryan White Treatment Extension Act Part A (Part A) /1132200000 HIV Subrecipients /569011 Professional Services – net impact: \$171,049.00

PASSED AND APPROVED on March 10, 2026.

**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.

Attachments

[Part A FY26-27 Contract \(GPS\)](#)

STATE OF TEXAS

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CONTRACT FOR SERVICES

COUNTY OF TARRANT

1. BACKGROUND

This Contract for Services is between **Tarrant County**, a governmental entity in the State of Texas (“County”), and **Grantee Payer Services Inc. (GPS)**, a corporation duly organized and existing under the laws of the State of Louisiana, with its principal office at 8281 Goodwood Blvd. Baton Rouge, LA 70806 (“PROVIDER”).

The Commissioners Court determines that this Contract aligns with the objectives of the Ryan White HIV/AIDS Program by enhancing health outcomes through the provision of premium and copay health insurance assistance.

2. PURPOSE

The purpose of this Contract is to establish terms under which the PROVIDER will administer the Tarrant County Premium and Copay Assistance Program, providing premium and copay assistance to eligible clients in accordance with the Ryan White HIV/AIDS Program and any applicable state and federal regulations.

3. TERM

This Contract begins on **March 1, 2026**, and concludes on **February 28, 2027**.

4. SCOPE OF SERVICES

Grantee Payer Services Inc. (GPS) will administer Health Insurance Premium and Cost Sharing Assistance for Low-Income Individuals (HIA), providing premium and copay assistance to eligible clients in accordance with the Ryan White HIV/AIDS Program and any applicable local, state, and federal regulations in the Tarrant County (“COUNTY”) Transitional Grant Area (TGA) and Health Services Delivery Area (HSDA).

PROVIDER shall use these funds to provide at least one Part A service to (70) unduplicated clients and (350) units during Contract Year FY 2026 (03/01/2026–02/28/2027).

The PROVIDER agrees to perform the following services:

4.1 Premium and Copay Assistance Administration

- Establish and maintain a payer management system to track eligibility, payments, and reporting.
- Process insurance premium payments, copayments, and deductible payments on behalf of eligible clients.
- Ensure timely payments and maintain detailed transaction records.

4.2 Client Enrollment and Eligibility Management

- Create and maintain individual client profiles with demographic, financial, and insurance information.
- Verify client eligibility on a monthly basis and ensure compliance with Ryan White Program requirements.

- Conduct outreach efforts to assist clients in submitting necessary documentation.
- 4.3 **Reporting and Data Management**
- Generate detailed financial reports, including individual and aggregate expenditures, payment confirmations, and program utilization metrics.
 - Provide real-time access to Tarrant County officials and case managers through the proprietary payer management system.
 - Ensure all data is maintained in a HIPAA-compliant system with bank-grade encryption
- 4.4 **Call Center and Customer Support**
- Operate a dedicated call center to provide client support, document collection assistance, and premium payment confirmation.
 - Utilize AI-driven call monitoring to ensure quality assurance and timely responses.
- 4.5 **Copay Assistance Card Distribution**
- Issue copay assistance cards to eligible clients to facilitate direct payments to pharmacies and medical providers.
 - Provide onboarding and training for medical providers and pharmacies to accept the copay cards.
- 4.6 **Compliance with Regulatory Requirements**
- Adhere to HIPAA, ACA, and Ryan White Program guidelines in the collection, storage, and processing of client information.
 - Maintain audit-ready financial records for all transactions.

5. COST

The COUNTY will pay up to **\$171,049.00** pursuant to this Contract; based on the availability of federal funding. Up to ten percent (10%) of total funding may be utilized for system integration costs. COUNTY will pay within thirty (30) days of invoice receipt when the PROVIDER satisfies the following conditions:

- 5.1 PROVIDER will bill for services performed under this Contract;
- 5.2 PROVIDER will bill at the following rate per one unit;
- For each premium payment processed, GPS will charge \$24.50 per individual payment per month
 - For each copayment processed, GPS will charge \$24.50 per individual payment per month
 - For each deductible payment processed, GPS will charge \$24.50 per individual payment per month
 - For each client enrollment completed, GPS will charge no fees
- 5.3 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. PROVIDER will be required to pay for the Provide Enterprise Licensures for new users and annual maintenance fees per licensee. PROVIDER may utilize system integration percentage to pay for Provide Enterprise licensure fees and annual maintenance fees.

- 5.4 PROVIDER shall enter or import service delivery units into Provide Enterprise within thirty (30) business days of providing the service.
- 5.5 PROVIDER 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.
- 5.6 PROVIDER will collect, update, maintain and report all data consistent for reporting in the annual Ryan White Services Report (RSR), as well as other service, and other required data elements throughout the Contract period.

6. COMPLIANCE

- 6.1 PROVIDER assures that it will comply with the applicable HRSA Ryan White National Monitoring Standards.
- 6.2 PROVIDER assures that it will comply with Federal, State, and Local Standards of Care.
- 6.3 PROVIDER will participate in ongoing client satisfaction and effectiveness of services, routinely share survey instrument and results with Tarrant County HIV Administrative Agency, and actively participate in TC-HIVAA client satisfaction initiatives.
- 6.4 PROVIDER will attend all required meetings and trainings as specified by Tarrant County.
- 6.5 PROVIDER must make co-payments must be made directly to healthcare providers or pharmacies; no payments may be made directly to clients.
- 6.6 PROVIDER assures in its performance of this Contract that in the case of clients with income at or below 200% of the federal poverty limit (FPL) will be referred to the Texas Department of State Health Services (DSHS) Texas Insurance Assistance Program, TIAP-Plus, for premium payments and pharmacy co-pays. Provider will pay medical co-pays for TIAP-Plus clients. If client is ineligible for TIAP-Plus, vendor may provide HIA services. Clients insured through Continuation of Health Coverage (COBRA) will be referred to the DSHS TIAP program for assistance. Any exceptions to the aforementioned requirements require a waiver from the TC-HIVAA.
- 6.7 PROVIDER must educate clients regarding the reasonable expectations of eligible plan coverage, the effective dates of coverage, the limitations of healthcare coverage assistance available through HIA, and any expectation for client contribution.

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 1** is County's standard Business Associate Agreement ("BAA"). PROVIDER acknowledges that for all purposes under the BAA and this Agreement, the County is a "Covered Entity" and PROVIDER is a "Business Associate". Furthermore, PROVIDER 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. PROVIDER 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. RECORD-KEEPING AND AUDIT RIGHTS

The PROVIDER shall maintain all records, books, and financial documentation for a period of at least **seven (7) years** from the date of the final payment under this Contract.

The County reserves the right to conduct **audits and inspections** of financial and service records at any time upon reasonable notice.

9. CONFIDENTIALITY AND DATA SECURITY

The PROVIDER shall ensure that all **client data** remains confidential and secure.

Any data breaches must be **reported to the County within 24 hours** of discovery, along with a detailed remediation plan.

PROVIDER personnel shall undergo **annual HIPAA compliance training**.

10. 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.

11. AGENCY-INDEPENDENT PROVIDER

PROVIDER is an independent entity. Neither the PROVIDER nor its employees and/or volunteers are 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.

12. INSURANCE REQUIREMENTS

The PROVIDER shall maintain, at its own expense, the following insurance policies:

- **General Liability Insurance:** Minimum coverage of **\$1,000,000 per occurrence**.
- **Workers' Compensation Insurance:** In compliance with **state law**.

PROVIDER acknowledges that it is solely responsible for any liability for accidents involving their employees.

13. INDEMNIFICATION

PROVIDER SHALL DEFEND, HOLD HARMLESS, AND INDEMNIFY THE COUNTY, ITS OFFICERS, AGENTS, 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.

14. 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.

15. 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.

16. 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

17. 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.

18. TERMINATION

18.1. Termination for Convenience

Either party may terminate this Contract without cause. Such notice of termination shall be given in the following manner:

- Providing written notice to the other party at least thirty (30) days prior to the date of termination;
- Providing in the written notice the date of termination; and
- Sending the written notice by certified mail return receipt requested to the party at its address.

18.2. Termination for Cause

The County may terminate the Contract immediately if the PROVIDER:

- Fails to perform its obligations under this Contract.
- Engages in fraudulent activities or misuses funds.
- Fails to comply with state or federal regulations governing the program.

19. 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.

20. 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.

21. PARTIES ADDRESSES

COUNTY:
TARRANT COUNTY
2300 Circle Drive, Suite 2306
Fort Worth, Texas 76119

PROVIDER:
GRANTEE PAYER SERVICES INC.
8281 Goodwood Blvd.
Baton Rouge, LA 70806

22. 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

23. 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 Form 1295, attached as **Attachment 2**, with the Texas Ethics Commission as required by law.

24. 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.

25. 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 PROVIDER before this Contract is effective or after it ceases to be effective are performed at the sole risk of PROVIDER with respect to compensation.

26. CONTRACT ATTACHMENTS

- a. Attachment 1: Business Associate Agreement
- b. Attachment 2: 1295 Compliance Form

Remainder of page intentionally left blank

Grantee Payer Services Inc.

8281 Goodwood Blvd.

Baton Rouge, LA 70806

ATTN: Greg Town

By: 

Title: Coo

Date: 2/20/2026

STATE OF TEXAS §

§ **AMENDED BUSINESS ASSOCIATE AGREEMENT**

COUNTY OF TARRANT §

This Business Associate Agreement (“BA Agreement”) is between Tarrant County, Texas, (“COUNTY”), and **Grantee Payer Services, 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 **Grantee Payer Services, 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:
 - In accordance with Annual Contract for Ryan White Health Insurance Assistance Third Party Administrator, RFP No. F2025088.

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 **March 1, 2026** 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:

Grantee Payer Services, Inc
8281 Goodwood Blvd.
Baton Rouge, LA 70806
Attn: Greg Town

If to Covered Entity:

Tarrant County
2300 Circle Drive, Suite 2306
Fort Worth, TX 76119
Attn: HIV Administrative Agency 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 them 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 **Grantee Payer Services, 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 Attachment 2, 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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

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

Grantee Payer Services Inc
Baton Rouge, LA United States

Certificate Number:
2026-1423553

Date Filed:
02/20/2026

Date Acknowledged:

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

Tarrant County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

F2025088

Ryan White Health Insurance Assistance vendor.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Town, Gregory	Pensacola, FL United States	X	
Terracina, Michael	Houston, TX United States	X	
McKay, Kevin	New Orleans, LA United States	X	
Folse, Barry	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Robert Wyckoff, and my date of birth is 08/18/1991.

My address is 6537 Lindsey Neal Dr, Greenwell Springs, LA, 70739, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in East Baton Rouge County, State of Louisiana, on the 20 day of February 2026.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 38

Department: HIV Administrative
Agency

Prepared By: Dulce Lozano

Approved By: Lisa McKamie-Muttiah

SUBJECT:

Consideration of the Fiscal Year 2026-2027 Health Resources and Services Administration Ryan White Treatment Extension Act Part A Subrecipient Contract with AIDS Healthcare Foundation

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the FY 2026-2027 Health Resources and Services Administration (HRSA) Ryan White Treatment Extension Act Part A Subrecipient contract with AIDS Healthcare Foundation (AHF).

BACKGROUND

Tarrant County has been awarded funding since 1996 under the Ryan White HIV/AIDS Program (RWHAP) Part A HIV Emergency Relief Grant Program. The purpose of this program is to provide direct financial assistance to the Fort Worth/Arlington Transitional Grant Area (TGA), which is severely affected by the HIV epidemic. The RWHAP allows the TGA to develop and enhance access to a comprehensive continuum of high-quality, community-based care for people with HIV who are low-income through the provision of formula, supplemental, and Minority AIDS Initiative (MAI) funds. The goal is to provide optimal HIV care and treatment for people with HIV who are low-income, uninsured, and underserved, to improve their medical outcomes. Tarrant County HIV Administrative Agency (TC-HIVAA) administers the grant funding and subcontracts with community organizations to deliver high-quality services.

AHF is a community-based medical clinic that has been delivering HIV core medical and support services for people living with HIV for over ten (10) years in Tarrant County and surrounding areas. This contract supports services such as Early Intervention Services, Food Bank, Medical Case Management, Mental Health Services, Outpatient Ambulatory Health Services, and prescription assistance.

On February 10, 2026, the Commissioners Court, through Court Order #146656, approved the receipt of the HRSA FY 2026-2027 Ryan White Part A Notice of Award for partial funding in the amount of \$1,639,132.00.

The project period is March 1, 2025, through February 29, 2028. The term of the contract period is March 1, 2026, through February 28, 2027.

The recommended contract is as follows:

AHF – Total reimbursement shall not exceed \$339,718.00.

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 A Funding: Grant-2004 / E0028-2027 Health Resources and Services Administration (HRSA) Ryan White Treatment Extension Act Part A (Part A) / 1132200000 HIV Subrecipients / 569013 Subrecipient Services – net impact: \$303,602.00

Part A MAI Funding: Grant-2004 / E0028-2027 Health Resources and Services Administration (HRSA) Ryan White Treatment Extension Act Part A (Part A) / 1132220000 MAI HIV Subrecipients / 569013 Subrecipient Services – net impact: \$36,116.00

PASSED AND APPROVED on March 10, 2026.

**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.

Attachments

[Part A FY26-27 Contract \(AHF\)](#)

The State of Texas §
 §
County of Tarrant §

COMMUNITY SUBRECIPIENT CONTRACT

1. BACKGROUND

Tarrant County, Texas (“County”) has received a grant (the “Grant”) from the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS), **Ryan White Part A HIV Emergency Relief Grant Program** (“Part A”), to help fund the provision of HIV services in the community; and

The County Judge designated the Tarrant County HIV Administrative Agency (“TC-HIVAA”) 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.

AIDS Healthcare Foundation (“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 **\$339,718.00** 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, A1-2026005**. 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.

3. TERM

The term of this Contract is from **March 1, 2026, to February 28, 2027**.

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 will request the reallocation in writing to County.

The Subrecipient will submit a revised budget narrative to the TC-HIVAA 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 for reallocation or redistribution to other entities.

Subrecipient shall be subject to decrease of funds if funds are 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 TC-HIVAA.
- 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 TC-HIVAA.
- 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 TC-HIVAA.

Subrecipient may become eligible for an increase in funding if it has spent its funds 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 ensures that personnel paid from these funds are duly licensed, certified, registered, permitted, approved, and qualified to perform contracted services. Subrecipient signifies 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 will 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 Local 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 one hundred (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 one hundred (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 one hundred (100) percent of the official poverty line and not exceeding two hundred (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 two hundred (200) percent of the official poverty line and not exceeding three hundred (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 three hundred (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. 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.

j. 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, 2 CFR 200.420, and other federal law to the extent applicable. The purchase or reimbursement for drugs must comply with the Community AIDS Pharmaceutical Assistance (LPAP) 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 LPAP 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 Program Income budget.

k. 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.

l. 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.

m. 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 Tarrant County 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.

n. 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.

o. Subrecipient assures that case records of patients/clients who are receiving Ryan White services will contain documentation as required by the Standards of Care.

p. 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.

q. 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.

r. Subrecipient assures and represents that the person signing this Contract on behalf of Subrecipient is authorized to execute this Contract on the Subrecipient's behalf and to legally bind the Subrecipient to all Contract terms.

s. 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 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal 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 shall 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 the TC-HIVAA no later than sixty (60) days from 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 2 CFR 200.307(b)(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 will use Program Income for allowable current costs. Subrecipient will 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/Program Income spending/allocation plan to the TC-HIVAA within thirty (30) days of Contract execution.

h. Subrecipient that generates or receives program income under this Agreement is required to record, track, and report all such program income within Provide Enterprise.

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.

11. ALLOWABLE COST

Tarrant County will pay the allowable and reasonable costs incurred in performing the scope of work that are sufficiently documented. Tarrant County will determine whether costs submitted are 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.

The Consolidated Appropriations Act, 2024 restricts the amount of direct salary that may be paid to an individual under a HHS grant, cooperative agreement, or applicable contract to a rate no greater than Executive Level II of the Federal Executive pay scale. Effective January 11, 2026, the salary limitation for Executive Level II is \$228,000.

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 2 CFR 200.205.

- 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 and trainings 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. 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.

e. 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 will refund the ineligible amount to the County.

The County reserves the right to redistribute and reallocate funds when necessary.

f. An audit must be completed if required by 2 CFR Part 200.500-520. If the guidance does not require a single audit, the Subrecipient will 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 will 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 will 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. All supplies shall be acquired and paid no later than forty-five (45) days prior to the Grant end date.

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 will 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 will 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 (EHE)

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:

- (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 least two non-affiliated (employees) 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.
 - d. Submitted to the TC-HIVAA by the final business day in February of each new year.
- (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 who 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, client satisfaction, integrated planning, quality improvement projects, collaboratives, 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 ongoing. The County may inspect the minutes of the Quality Management Committee, documentation of quality improvement activities/projects, 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 insufficient 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 fifteen (15) days following the end of the contract term. Payment requests should be submitted in Provide Enterprise, and signature pages submitted to the TC-HIVAA. 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

Payments 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 2 CFR 200.501. 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 HIV 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. TRAVEL

The Subrecipient shall obtain written pre-approval from the TC-HIVAA for all conference, meeting, and training-related travel and registration to be supported in whole or in part with Ryan White funds prior to incurring any such costs. This requirement applies to, but is not limited to, registration fees, airfare, lodging, per diem, ground transportation, and other associated expenses, whether for in-state or out-of-state, in-person or virtual events. Any costs incurred without documented TC-HIVAA pre-approval shall be considered unallowable and non-reimbursable.

The applicable per diem lodging rates and per diem meals and incidental expense rates established by the General Services Administration ("GSA"). Current GSA per diem lodging rates and per diem meals and incidental expense rates can be found at <https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup>.

23. 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.

24. 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 will meet the minimum standards set forth by the local Standards of Care. Any personnel who have direct contact with clients will 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 will 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.

25. 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.

26. 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.

27. CONTRACT COMPLIANCE

County may 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.

28. GRIEVANCE

Subrecipient agrees to maintain a written client grievance process that delineates procedures for clients to seek redress for grievances with Subrecipient. The process must include the investigation of complaints for denial of services. The subrecipient shall ensure that its grievance procedures are prominently posted in a visible location and provided in the appropriate language(s) to ensure accessibility for all clients. Subrecipient will inform clients that grievances may be presented to TC-HIVAA after all remedies with Subrecipient have been exhausted.

29. 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.

30. 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.

31. 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.

32. BOYCOTT OF ENERGY 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).

33. 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.

34. 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.

34. CONTRACT ATTACHMENTS

- a. Attachment 1: **A1-2026005**
- 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

35. NOTICES

All written notices required under this Contract, including proposed amendments, will be addressed and sent to:

COUNTY:

Tarrant County

Address: Tarrant County HIV Administrative Agency
2300 Circle Drive, Suite 2306
Fort Worth, TX 76119
Attn: HIV Administrative Agency Manager

SUBRECIPIENT:

AIDS Healthcare Foundation
6255 West Sunset Blvd 21st Floor
Los Angeles, CA 90028
Attn: Grants and Contracts

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AIDS Healthcare Foundation
6255 West Sunset Blvd 21st Floor
Los Angeles, CA 90028
Attn: Grants and Contracts

By:  _____

Title: President

Date: 2/17/2026

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**ATTACHMENT 1, A1-2026005
SCOPE OF WORK**

1. Performance Measures

AIDS Healthcare Foundation will provide services listed below that meet or exceed the performance goals found at <https://ryanwhite.hrsa.gov/about/performance-measures>, including the number of clients to be served and units of service to be performed for each service category.

PART A FY 26-27 (03/01/26-02/28/27)	CURRENT BUDGET		
Service Categories	\$ Amount	# Clients	# Units
AIDS Pharmaceutical Assistance (LPAP/CPAP)	\$ 9,680.00	182	1,876
Emergency Financial Assistance	\$ 8,436.00	5	8
Emergency Financial Assistance - Other	\$ 1,980.00	3	3
Food Bank	\$ 22,289.00	126	420
Medical Case Management	\$ 23,000.00	39	392
Medical Nutrition Therapy	\$ 15,445.00	28	140
Mental Health Services	\$ 13,512.00	14	84
Non-medical Case Management Services	\$ 19,315.00	49	420
Outpatient/Ambulatory Health Services	\$ 150,466.00	224	7,420
Outreach Services	\$ 33,344.00	56	168
Psychosocial Support Services	\$ 6,135.00	42	112

PART A MAI FY 26-27 (03/01/26-02/28/27)	CURRENT BUDGET		
Service Categories	\$ Amount	# Clients	# Units
Medical Case Management	\$ 12,042.00	29	239
Medical Transportation	\$ 3,647.00	29	116
Outpatient/Ambulatory Health Services	\$ 20,427.00	29	580

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) Grant.

PART A FY 26-27 (03/01/26-02/28/27)

Budget Line Item	Current Budget
Personnel	\$ 98,666.81
Fringe	\$ 19,733.36
Travel	\$ -
Equipment	\$ -
Supplies	\$ 36,364.50
Contractual	\$ -
Other	\$ 148,837.33
Total Part A FY 26-27 Budget	\$ 303,602.00

PART A MAI FY 26-27 (03/01/26-02/28/27)

Budget Line Item	Current Budget
Personnel	\$ 16,410.52
Fringe	\$ 3,282.09
Travel	\$ -
Equipment	\$ -
Supplies	\$ -
Contractual	\$ 2,000.00
Other	\$ <u>14,423.39</u>
Total Part A MAI FY 26-27 Budget	\$ <u>36,116.00</u>
Total Part A & MAI FY 26-27 Budget	\$ 339,718.00

Total payments will not exceed \$339,718.00, of which ten percent (10%) may be used for administrative costs.

3. Planning Council Directives

- a. Alternative Days/Hours – Subrecipient will provide alternative days/hours for core medical and support services throughout the TGA/HSDA. Alternative days/hours must be used to provide direct client services for core medical and support services. Alternative days/hours must not be used solely for administrative functions.
- b. Telehealth and Videoconferencing – Subrecipient providing Outpatient Ambulatory Health Services will offer telehealth videoconferencing to increase capacity and access to care throughout the TGA/HSDA. When offering telehealth services, videoconferencing must be the primary method of service delivery.
- c. Health Insurance Assistance
 1. First priority be given to payment of insurance premium payments.
 2. Must provide the following:
 - I. Assure health insurance (both job or employer-related plans and plans on the individual and group market) provides comprehensive primary care and pharmacy benefits for clients that include access to a full range of HIV Medications;
 - II. Purchase standalone dental insurance premiums when cost effective.
 - III. Pay co-pays (including co-pays for prescription eyewear for conditions related to HIV infection), deductibles and co-insurance for medical and dental plans on behalf on the client; and
 - IV. Pay Medicare Part D true out-of-pocket (TrOOP) costs.

4. Minority AIDS Initiative Funding

The goal of Minority AIDS Initiative Funding (MAI) is to improve health outcomes among people with HIV who are racial and ethnic minorities as demonstrated by viral suppression. MAI funds must be used to deliver services designed to address the unique barriers and challenges faced by hard-to-reach, disproportionately impacted individuals within the TGA. MAI funding provides core medical and related support services to improve access and reduce disparities in health outcomes. MAI funding will focus on the following subpopulations and the services delivered are to be distinctly different when compared to services delivered to the general population. MAI services will specifically focus on Black and Hispanic men who have sex with men (MSM) between 25-34 years of age, Black Women between 25-34 years of age, and Black and Hispanic Youth, 18-24 years of age.

5. Conditions of Award

- a. Equal Employment Opportunity Commission (EEOC) 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 standard 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 to the TC-HIVAA 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. During monthly monitoring calls, subrecipient will report data on number of days from diagnosis/reengagement to medication initiation.
- 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), located at: <https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104&num=0&edition=prelim>
- f. 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.

If you are unable to access this link, please contact the TC-HIVAA to obtain a copy.

- g. 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

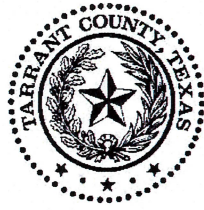
discrimination on these bases. Please see: <https://www.hhs.gov/civil-rights/for-individuals/race/index.html>.

- h. 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.
- i. 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.
- j. Subrecipient will submit an end-of-year program report within forty-five (45) days following the close of the contract year, by April 15, 2027.
- k. Grant funds may not be used for outreach programs which have HIV prevention education as their exclusive purpose.
- l. Core medical and support services will be provided without regard to an individual's ability to pay, or to the current or past health condition of the individual to be served.
- m. Ryan White HIV/AIDS Program (RWHAP) funds cannot pay for pre-exposure prophylaxis (PrEP) or non-occupational Post-Exposure Prophylaxis (nPEP) as the person using PrEP is not an individual living with HIV and the person using nPEP is not diagnosed with HIV prior to the exposure and therefore are not eligible for RWHAP funded medications or medical services. RWHAP Parts A and B recipients and subrecipients may provide some limited services under the EIS service category.
- n. Subrecipients are required to notify the TC-HIVAA in advance of any modifications to service delivery model including, closures, hours of operation, limitations and/or expansion of services, wait lists, staffing changes, termination of client services, or any other internal or external factors that impact service delivery.
- o. The client has the right to determine the location where they receive services under this Agreement.

6. Counties to be Served

Erath, Hood, Johnson, Palo Pinto, Parker, Somervell, Tarrant, and Wise.

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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: Michael Weinstein

Company: AIDS Healthcare Foundation


Street Address: 6255 West Sunset Blvd., 21st Floor

City, State, Zip: Los Angeles, CA 90028

Phone: (323) 860-5200

Fax: (323) 962-8513

Email: michael.weinstein@aidshhealth.org

Signature: 

Date: 2/17/2026

STATE OF TEXAS §

§ **AMENDED BUSINESS ASSOCIATE AGREEMENT**

COUNTY OF TARRANT §

This Business Associate Agreement (“BA Agreement”) is between Tarrant County, Texas, (“COUNTY”), and **AIDS Healthcare Foundation**. (“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 **AIDS Healthcare Foundation**.

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, TakeChargeTexas (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 **March 1, 2026** 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:

AIDS Healthcare Foundation
6255 West Sunset Blvd. 21st Floor
Los Angeles, CA 90028
Attn: Michael Weinstein

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 them 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 **AIDS Healthcare Foundation** 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 Attachment 6, 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.



Office of Federal Assistance Management

Rockville, MD 20857

DEC 23 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 A	Part B	State Services	DSHS HOPWA
1.	Subrecipient Name	AIDS Healthcare Foundation (AHF)	AIDS Healthcare Foundation (AHF)	AIDS Healthcare Foundation (AHF)	AIDS Healthcare Foundation (AHF)
2.	Subrecipient DUNS Number	607963980	607963980	607963980	607963980
3.	Federal Award Identification Number (FAIN)	2 H89HA00047-31-00	Contract # HHS001122200005	Contract # HHS001317000005(State Funds)	Contract # HHS001317100005
4.	Federal Award Date	Original Award: January 2026 (Subject to #2 CFR 200)	January 2026 (Subject to #2 CFR 200)	March 2025	May 2025
5.	Subaward Period of Performance Start and End Date	March 1, 2026- February 28, 2027	April 1, 2026 - March 31, 2027	September 1, 2024 - August 31, 2025	September 1, 2025 - August 31, 2026
6.	Amount of Federal Funds Obligated by This Action	\$339,718	\$0	\$0	\$0
7.	Total Amount of Federal Funds Obligated to the Subrecipient	\$339,718	\$513,590	\$342,144	\$148,083
8.	Total Amount of the Federal Award	\$1,639,132	\$1,219,545	\$1,044,642	\$336,953
9.	Federal Award Project Description, as required by FFATA	HIV Emergency Relief Project Grants	Pass-through Grant from HRSA through DSHS for HIV & AIDS Services	N/A (State Funds)	Provide Tenant-Based Rental Assistance (TBRA), Facility-Based Housing Assistance (FBHA) and Permanent Housing Placement (PHP) for housing assistance to clients that are HIV positive
10.	Name of Federal Awarding Agency	Health Resources & Service Administration (HRSA)	Pass-through from HRSA to Texas Department of State Health Services (DSHS)	N/A (State Funds)	Pass-Through from Housing and Urban Development (HUD) to Texas Department of State Health Services (DSHS)
11.	Pass-Through Entity	Tarrant County	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	Tarrant County 100 E. Weatherford Street Fort Worth, TX 76196-0001
13.	CFDA Number and Name	93.914 HIV Emergency Relief Project Grants	93.917 HIV Care Formula Grants	HIV/SRVS HIV/STD Prevention and Care Branch State Services	14.241 Housing Opportunities for Persons with AIDS
14.	Identification if the Award is R&D	N/A	N/A	N/A	N/A
15.	Indirect Cost Rate	N/A	N/A	N/A	N/A

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2026-1422152

Date Filed:
02/17/2026

Date Acknowledged:

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

AIDS Healthcare Foundation
Los Angeles, CA 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 Agency

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.

2 H89HA00047-31-00
HIV-Related Health Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Weinstein, Michael	Los Angeles, CA United States	X	
Millner, Carl	Los Angeles, CA United States		X

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Lyle Honig Mojica, and my date of birth is 12/19/1969.

My address is 6255 W Sunset Blvd., 21st, Los Angeles, CA, 90028, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Los Angeles County, State of CA, on the 17 day of February, 20 26.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 37

Department: HIV Administrative
Agency

Prepared By: Dulce Lozano

Approved By: Lisa McKamie-Muttiah

SUBJECT:

Consideration of the Fiscal Year 2026-2027 Health Resources and Services Administration Ryan White Treatment Extension Act Part A Subrecipient Contract with SALVATION ARMY

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the FY 2026-2027 Health Resources and Services Administration (HRSA) Ryan White Treatment Extension Act Part A Subrecipient contract with SALVATION ARMY (SAFW).

BACKGROUND

Tarrant County has been awarded funding since 1996 under the Ryan White HIV/AIDS Program (RWHAP) Part A HIV Emergency Relief Grant Program. The purpose of this program is to provide direct financial assistance to the Fort Worth/Arlington Transitional Grant Area (TGA), which is severely affected by the HIV epidemic. The RWHAP allows the TGA to develop and enhance access to a comprehensive continuum of high-quality, community-based care for people with HIV who are low-income through the provision of formula, supplemental, and Minority AIDS Initiative (MAI) funds. The goal is to provide optimal HIV care and treatment for people with HIV who are low-income, uninsured, and underserved, to improve their medical outcomes. Tarrant County HIV Administrative Agency (TC-HIVAA) administers the grant funding and subcontracts with community organizations to deliver high-quality services.

SAFW has been a Tarrant County subrecipient for more than twenty (20) years and is a community-based organization that delivers a variety of services to people living with HIV in Tarrant County and surrounding areas. Examples of services include emergency financial assistance, housing, and food assistance.

On February 10, 2026, the Commissioners Court, through Court Order #146656, approved the receipt of the HRSA FY 2026-2027 Ryan White Part A Notice of Award for partial funding in the amount of \$1,639,132.00.

The project period is March 1, 2025, through February 29, 2028. The grant budget period is March 1, 2026, through February 28, 2027.

The recommended contract is as follows:

SAFW – Total reimbursement shall not exceed \$106,035.00

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 A Funding: Grant-2004 E0028-2027 Health Resources and Services Administration (HRSA) Ryan White Treatment Extension Act Part A (Part A) /1132200000 HIV Subrecipients /569013 Subrecipient Services – net impact: \$106,035.00

PASSED AND APPROVED on March 10, 2026.

**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.

Attachments

[Part A FY26-27 Contract \(SAFW\)](#)

The State of Texas §
 §
County of Tarrant §

COMMUNITY SUBRECIPIENT CONTRACT

1. BACKGROUND

Tarrant County, Texas (“County”) has received a grant (the “Grant”) from the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS), **Ryan White Part A HIV Emergency Relief Grant Program** (“Part A”), to help fund the provision of HIV services in the community; and

The County Judge designated the Tarrant County HIV Administrative Agency (“TC-HIVAA”) 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.

SALVATION ARMY (“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 **\$106,035.00** 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, A1-2026004**. 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.

3. TERM

The term of this Contract is from **March 1, 2026, to February 28, 2027**.

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 will request the reallocation in writing to County.

The Subrecipient will submit a revised budget narrative to the TC-HIVAA 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 for reallocation or redistribution to other entities.

Subrecipient shall be subject to decrease of funds if funds are 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 TC-HIVAA.
- 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 TC-HIVAA.
- 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 TC-HIVAA.

Subrecipient may become eligible for an increase in funding if it has spent its funds 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 ensures that personnel paid from these funds are duly licensed, certified, registered, permitted, approved, and qualified to perform contracted services. Subrecipient signifies 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 will 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 Local 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 one hundred (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 one hundred (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 one hundred (100) percent of the official poverty line and not exceeding two hundred (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 two hundred (200) percent of the official poverty line and not exceeding three hundred (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 three hundred (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. 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.

j. 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, 2 CFR 200.420, and other federal law to the extent applicable. The purchase or reimbursement for drugs must comply with the Community AIDS Pharmaceutical Assistance (LPAP) 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 LPAP 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 Program Income budget.

k. 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.

l. 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.

m. 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 Tarrant County 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.

n. 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.

o. Subrecipient assures that case records of patients/clients who are receiving Ryan White services will contain documentation as required by the Standards of Care.

p. 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.

q. 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.

r. Subrecipient assures and represents that the person signing this Contract on behalf of Subrecipient is authorized to execute this Contract on the Subrecipient's behalf and to legally bind the Subrecipient to all Contract terms.

s. 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 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal 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 shall 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 the TC-HIVAA no later than sixty (60) days from 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 2 CFR 200.307(b)(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 will use Program Income for allowable current costs. Subrecipient will 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/Program Income spending/allocation plan to the TC-HIVAA within thirty (30) days of Contract execution.

h. Subrecipient that generates or receives program income under this Agreement is required to record, track, and report all such program income within Provide Enterprise.

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.

11. ALLOWABLE COST

Tarrant County will pay the allowable and reasonable costs incurred in performing the scope of work that are sufficiently documented. Tarrant County will determine whether costs submitted are 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.

The Consolidated Appropriations Act, 2024 restricts the amount of direct salary that may be paid to an individual under a HHS grant, cooperative agreement, or applicable contract to a rate no greater than Executive Level II of the Federal Executive pay scale. Effective January 11, 2026, the salary limitation for Executive Level II is \$228,000.

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 2 CFR 200.205.

- 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 and trainings 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. 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.

e. 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 will refund the ineligible amount to the County.

The County reserves the right to redistribute and reallocate funds when necessary.

f. An audit must be completed if required by 2 CFR Part 200.500-520. If the guidance does not require a single audit, the Subrecipient will 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 will 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 will 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. All supplies shall be acquired and paid no later than forty-five (45) days prior to the Grant end date.

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 will 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 will 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 (EHE)

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:

- (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 least two non-affiliated (employees) 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.
 - d. Submitted to the TC-HIVAA by the final business day in February of each new year.
- (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 who 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, client satisfaction, integrated planning, quality improvement projects, collaboratives, 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 ongoing. The County may inspect the minutes of the Quality Management Committee, documentation of quality improvement activities/projects, 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 insufficient 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 fifteen (15) days following the end of the contract term. Payment requests should be submitted in Provide Enterprise, and signature pages submitted to the TC-HIVAA. 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

Payments 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 2 CFR 200.501. 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 HIV Administrative Agency
HIV Administrative Agency Manager at Imuttiah@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. TRAVEL

The Subrecipient shall obtain written pre-approval from the TC-HIVAA for all conference, meeting, and training-related travel and registration to be supported in whole or in part with Ryan White funds prior to incurring any such costs. This requirement applies to, but is not limited to, registration fees, airfare, lodging, per diem, ground transportation, and other associated expenses, whether for in-state or out-of-state, in-person or virtual events. Any costs incurred without documented TC-HIVAA pre-approval shall be considered unallowable and non-reimbursable.

The applicable per diem lodging rates and per diem meals and incidental expense rates established by the General Services Administration ("GSA"). Current GSA per diem lodging rates and per diem meals and incidental expense rates can be found at <https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup>.

23. 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.

24. 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 will meet the minimum standards set forth by the local Standards of Care. Any personnel who have direct contact with clients will 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 will 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.

25. 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.

26. 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.

27. CONTRACT COMPLIANCE

County may 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.

28. GRIEVANCE

Subrecipient agrees to maintain a written client grievance process that delineates procedures for clients to seek redress for grievances with Subrecipient. The process must include the investigation of complaints for denial of services. The subrecipient shall ensure that its grievance procedures are prominently posted in a visible location and provided in the appropriate

language(s) to ensure accessibility for all clients. Subrecipient will inform clients that grievances may be presented to TC-HIVAA after all remedies with Subrecipient have been exhausted.

29. 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.

30. 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.

31. 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.

32. BOYCOTT OF ENERGY 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).

33. 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.

34. 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.

34. CONTRACT ATTACHMENTS

- a. Attachment 1: **A1-2026004**
- 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

35. NOTICES

All written notices required under this Contract, including proposed amendments, will be addressed and sent to:

COUNTY:

Tarrant County

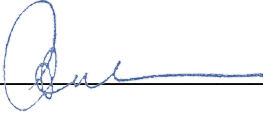
Address: Tarrant County HIV Administrative Agency
2300 Circle Drive, Suite 2306
Fort Worth, TX 76119
Attn: HIV Administrative Agency Manager

SUBRECIPIENT:

SALVATION ARMY
PO BOX 2333
Fort Worth, TX 76103
Attn: Grants and Contracts

Remainder of page intentionally left blank

SALVATION ARMY
PO BOX 2333
Fort Worth, TX 76103
Attn: Grants and Contracts

By:  _____

Title: Texas Divisional Commander

Date: 02/20/2026

Remainder of page intentionally left blank

**ATTACHMENT 1, A1-2026004
SCOPE OF WORK**

1. Performance Measures

SALVATION ARMY will provide services listed below that meet or exceed the performance goals found at <https://ryanwhite.hrsa.gov/about/performance-measures>, including the number of clients to be served and units of service to be performed for each service category.

PART A FY 26-27 (03/01/26-02/28/27)	CURRENT BUDGET		
Service Categories	\$ Amount	# Clients	# Units
Emergency Financial Assistance	\$ 1,302.00	2	3
Food Bank	\$ 1,910.00	20	38
Housing Services	\$ 102,823.00	14	56

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) Grant.

PART A FY 26-27 (03/01/26-02/28/27)	Current Budget
Budget Line Item	
Personnel	\$ 9,600.00
Fringe	\$ 8,039.00
Travel	\$ -
Equipment	\$ -
Supplies	\$ 1,910.00
Contractual	\$ -
Other	\$ 86,486.00
Total Part A FY 26-27 Budget	\$ 106,035.00

Total payments will not exceed \$106,035.00, of which ten percent (10%) may be used for administrative costs.

3. Planning Council Directives

- a. Alternative Days/Hours – Subrecipient will provide alternative days/hours for core medical and support services throughout the TGA/HSDA. Alternative days/hours must be used to provide direct client services for core medical and support services. Alternative days/hours must not be used solely for administrative functions.
- b. Telehealth and Videoconferencing – Subrecipient providing Outpatient Ambulatory Health Services will offer telehealth videoconferencing to increase capacity and access to care throughout the TGA/HSDA. When offering telehealth services, videoconferencing must be the primary method of service delivery.
- c. Health Insurance Assistance
 - 1. First priority be given to payment of insurance premium payments.
 - 2. Must provide the following:

- I. Assure health insurance (both job or employer-related plans and plans on the individual and group market) provides comprehensive primary care and pharmacy benefits for clients that include access to a full range of HIV Medications;
- II. Purchase standalone dental insurance premiums when cost effective.
- III. Pay co-pays (including co-pays for prescription eyewear for conditions related to HIV infection), deductibles and co-insurance for medical and dental plans on behalf on the client; and
- IV. Pay Medicare Part D true out-of-pocket (TrOOP) costs.

4. Conditions of Award

- a. Equal Employment Opportunity Commission (EEOC) 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 standard 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 to the TC-HIVAA 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. During monthly monitoring calls, subrecipient will report data on number of days from diagnosis/reengagement to medication initiation.
- 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), located at: <https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104&num=0&edition=prelim>
- f. 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:

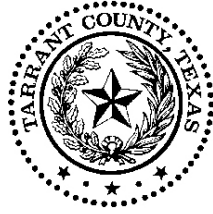
<https://hhs.texas.gov/doing-business-hhs/provider-portals/wic-providers/child-abuse-reporting>. All staff are required to complete annual child abuse reporting training, and documentation is to be maintained for proof of training.

If you are unable to access this link, please contact the TC-HIVAA to obtain a copy.

- g. 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/race/index.html>.
- h. 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.
- i. 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.
- j. Subrecipient will submit an end-of-year program report within forty-five (45) days following the close of the contract year, by April 15, 2027.
- k. Grant funds may not be used for outreach programs which have HIV prevention education as their exclusive purpose.
- l. Core medical and support services will be provided without regard to an individual's ability to pay, or to the current or past health condition of the individual to be served.
- m. Ryan White HIV/AIDS Program (RWHAP) funds cannot pay for pre-exposure prophylaxis (PrEP) or non-occupational Post-Exposure Prophylaxis (nPEP) as the person using PrEP is not an individual living with HIV and the person using nPEP is not diagnosed with HIV prior to the exposure and therefore are not eligible for RWHAP funded medications or medical services. RWHAP Parts A and B recipients and subrecipients may provide some limited services under the EIS service category.
- n. Subrecipients are required to notify the TC-HIVAA in advance of any modifications to service delivery model including, closures, hours of operation, limitations and/or expansion of services, wait lists, staffing changes, termination of client services, or any other internal or external factors that impact service delivery.
- o. The client has the right to determine the location where they receive services under this Agreement.

6. Counties to be Served

Erath, Hood, Johnson, Palo Pinto, Parker, Somervell, Tarrant, and Wise.



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: Lt. Col. Art Penhale

Company: SALVATION ARMY

Street Address: 1221 River Bend Drive

City, State, Zip: Dallas, TX 75247

Phone: (214) 956-6001 ext. 76001

Fax: _____

Email: Art.penhale@uss.salvation.org

Signature: _____

Date: 02/20/2026

STATE OF TEXAS §

§ **AMENDED BUSINESS ASSOCIATE AGREEMENT**

COUNTY OF TARRANT §

This Business Associate Agreement (“BA Agreement”) is between Tarrant County, Texas, (“COUNTY”), and **SALVATION ARMY**. (“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 **SALVATION ARMY**.

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 **March 1, 2026** 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:

The Salvation Army – Legal Dept.
1242 Northeast Expressway NE
Brookhaven, GA 30329
Attn: Territorial Legal Director/Legal Counsel

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 them 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 **SALVATION ARMY** 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 Attachment 6, 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.



Office of Federal Assistance Management

Rockville, MD 20857

DEC 23 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 A	Ending the Epidemic Carryover	DSHS HOPWA
1. Subrecipient Name	Salvation Army-SAFW	Salvation Army-SAFW	Salvation Army-SAFW
2. Subrecipient DUNS Number	124732699	124732699	124732699
3. Federal Award Identification Number (FAIN)	2 H89HA00047-31-00	6 UT8HA33961-06-02	Contract # HHS001317100005
4. Federal Award Date	Original Award: January 2026 (Subject to #2 CFR 200)	Original Award: July 2025 (Subject to #2 CFR 200)	May 2025
5. Subaward Period of Performance Start and End Date	March 1, 2026- February 28, 2027	March 1, 2025- February 28, 2026	September 1, 2025 - August 31, 2026
6. Amount of Federal Funds Obligated by This Action	\$106,035	\$0	\$0
7. Total Amount of Federal Funds Obligated to the Subrecipient	\$106,035	\$92,000	\$178,870
8. Total Amount of the Federal Award	\$1,639,132	\$2,808,351	\$336,953
9. Federal Award Project Description, as required by FFATA	HIV Emergency Relief Project Grants	Ryan White HIV/AIDS Program Part A COVID-19 Response	Provide Tenant-Based Rental Assistance (TBRA), Facility-Based Housing Assistance (FBHA) and Permanent Housing Placement (PHP) for housing assistance to clients that are HIV positive
10. Name of Federal Awarding Agency	Health Resources & Service Administration (HRSA)	Health Resources & Service Administration (HRSA)	Pass-Through from Housing and Urban Development (HUD) to Texas Department of State Health Services (DSHS)
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	93.914 HIV Emergency Relief Project Grants	93.914 HIV Emergency Relief Project Grants	14.241 Housing Opportunities for Persons with AIDS
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

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2026-1421205

Date Filed:
02/16/2026

Date Acknowledged:

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

The Salvation Army, a Georgia Corporation
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.

2 H89HA000473100
Ryan White Part A, Emergency Financial Assistance, Housing Services, and Food bank

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

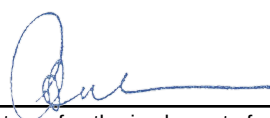
6 UNSWORN DECLARATION

My name is Lt. Col. Art Penhale, and my date of birth is 10 October 1958.

My address is 1221 River Bend Dr, Dallas, TX, 75247, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 20 day of February, 2026.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 37

Department: HIV Administrative
Agency

Prepared By: Dulce Lozano

Approved By: Lisa McKamie-Muttiah

SUBJECT:

Consideration of the Fiscal Year 2026-2027 Health Resources and Services Administration Ryan White Treatment Extension Act Part A Subrecipient Contract with Tarrant County Hospital District

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the FY 2026-2027 Health Resources and Services Administration (HRSA) Ryan White Treatment Extension Act Part A Subrecipient contract with Tarrant County Hospital District (JPS).

BACKGROUND

Tarrant County has been awarded funding since 1996 under the Ryan White HIV/AIDS Program (RWHAP) Part A HIV Emergency Relief Grant Program. The purpose of this program is to provide direct financial assistance to the Fort Worth/Arlington Transitional Grant Area (TGA), which is severely affected by the HIV epidemic. The RWHAP allows the TGA to develop and enhance access to a comprehensive continuum of high-quality, community-based care for people with HIV who are low-income through the provision of formula, supplemental, and Minority AIDS Initiative (MAI) funds. The goal is to provide optimal HIV care and treatment for people with HIV who are low-income, uninsured, and underserved, to improve their medical outcomes. Tarrant County HIV Administrative Agency (TC-HIVAA) administers the grant funding and subcontracts with community organizations to deliver high-quality services

JPS has been delivering core medical and support services for people living with HIV for more than twenty-five (25) years. JPS is the safety-net hospital in Tarrant County that provides quality health and mental health care services to the area's most vulnerable populations. This contract supports AIDS Pharmaceutical Assistance, Emergency Financial Assistance, Medical Case Management, Mental Health Services, and Outpatient/Ambulatory Health Services.

On February 10, 2026, the Commissioners Court, through Court Order #146656, approved the receipt of the HRSA FY 2026-2027 Ryan White Part A Notice of Award for partial funding in the amount of \$1,629,132.00.

The project period is March 1, 2025, through February 29, 2028. The grant budget period is March 1, 2026, through February 28, 2027.

The recommended contract is as follows:

JPS – Total reimbursement shall not exceed \$613,842.00.

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 A Funding: Grant-2004 E0028-2027 Health Resources and Services Administration (HRSA) Ryan White Treatment Extension Act Part A (Part A) /1132200000 HIV Subrecipients /569013 Subrecipient Services – net impact: \$536,139.00

Part A MAI Funding: Grant-2004 E0028-2027 Health Resources and Services Administration (HRSA) Ryan White Treatment Extension Act Part A (Part A) /1132220000 MAI HIV Subrecipients /569013 Subrecipient Services – net impact: \$77,703.00

PASSED AND APPROVED on March 10, 2026.

**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.

Attachments

[Part A & MAI FY26-27 Contract \(JPS\)](#)

The State of Texas §
County of Tarrant §

COMMUNITY SUBRECIPIENT CONTRACT

1. BACKGROUND

Tarrant County, Texas (“County”) has received a grant (the “Grant”) from the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS), **Ryan White Part A HIV Emergency Relief Grant Program** (“Part A”), to help fund the provision of HIV services in the community; and

The County Judge designated the Tarrant County HIV Administrative Agency (“TC-HIVAA”) 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.

Tarrant County Hospital District (“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 **\$613,842.00** 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, A1-2026006**. 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.

3. TERM

The term of this Contract is from **March 1, 2026, to February 28, 2027**.

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 will request the reallocation in writing to County.

The Subrecipient will submit a revised budget narrative to the TC-HIVAA 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 for reallocation or redistribution to other entities.

Subrecipient shall be subject to decrease of funds if funds are 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 TC-HIVAA.
- 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 TC-HIVAA.
- 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 TC-HIVAA.

Subrecipient may become eligible for an increase in funding if it has spent its funds 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 ensures that personnel paid from these funds are duly licensed, certified, registered, permitted, approved, and qualified to perform contracted services. Subrecipient signifies 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 will 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 Local 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 one hundred (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 one hundred (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 one hundred (100) percent of the official poverty line and not exceeding two hundred (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 two hundred (200) percent of the official poverty line and not exceeding three hundred (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 three hundred (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. 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.

j. 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, 2 CFR 200.420, and other federal law to the extent applicable. The purchase or reimbursement for drugs must comply with the Community AIDS Pharmaceutical Assistance (LPAP) 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 LPAP 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 Program Income budget.

k. 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.

l. 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.

m. 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 Tarrant County 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.

n. 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.

o. Subrecipient assures that case records of patients/clients who are receiving Ryan White services will contain documentation as required by the Standards of Care.

p. 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.

q. 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.

r. Subrecipient assures and represents that the person signing this Contract on behalf of Subrecipient is authorized to execute this Contract on the Subrecipient's behalf and to legally bind the Subrecipient to all Contract terms.

s. 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 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal 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 shall 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 the TC-HIVAA no later than sixty (60) days from 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 2 CFR 200.307(b)(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 will use Program Income for allowable current costs. Subrecipient will 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/Program Income spending/allocation plan to the TC-HIVAA within thirty (30) days of Contract execution.

h. Subrecipient that generates or receives program income under this Agreement is required to record, track, and report all such program income within Provide Enterprise.

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.

11. ALLOWABLE COST

Tarrant County will pay the allowable and reasonable costs incurred in performing the scope of work that are sufficiently documented. Tarrant County will determine whether costs submitted are 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.

The Consolidated Appropriations Act, 2024 restricts the amount of direct salary that may be paid to an individual under a HHS grant, cooperative agreement, or applicable contract to a rate no greater than Executive Level II of the Federal Executive pay scale. Effective January 11, 2026, the salary limitation for Executive Level II is \$228,000.

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 2 CFR 200.205.

- 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 and trainings 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. 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.

e. 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 will refund the ineligible amount to the County.

The County reserves the right to redistribute and reallocate funds when necessary.

f. An audit must be completed if required by 2 CFR Part 200.500-520. If the guidance does not require a single audit, the Subrecipient will 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 will 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 will 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. All supplies shall be acquired and paid no later than forty-five (45) days prior to the Grant end date.

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 will 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 will 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 (EHE)

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:

- (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 least two non-affiliated (employees) 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.
 - d. Submitted to the TC-HIVAA by the final business day in February of each new year.
- (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 who 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, client satisfaction, integrated planning, quality improvement projects, collaboratives, 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 ongoing. The County may inspect the minutes of the Quality Management Committee, documentation of quality improvement activities/projects, 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 insufficient 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 fifteen (15) days following the end of the contract term. Payment requests should be submitted in Provide Enterprise, and signature pages submitted to the TC-HIVAA. 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

Payments 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 2 CFR 200.501. 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 HIV Administrative Agency
HIV Administrative Agency Manager at Imuttiah@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. TRAVEL

The Subrecipient shall obtain written pre-approval from the TC-HIVAA for all conference, meeting, and training-related travel and registration to be supported in whole or in part with Ryan White funds prior to incurring any such costs. This requirement applies to, but is not limited to, registration fees, airfare, lodging, per diem, ground transportation, and other associated expenses, whether for in-state or out-of-state, in-person or virtual events. Any costs incurred without documented TC-HIVAA pre-approval shall be considered unallowable and non-reimbursable.

The applicable per diem lodging rates and per diem meals and incidental expense rates established by the General Services Administration (“GSA”). Current GSA per diem lodging rates and per diem meals and incidental expense rates can be found at <https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup>.

23. 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.

24. 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 will meet the minimum standards set forth by the local Standards of Care. Any personnel who have direct contact with clients will 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 will 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.

25. 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.

26. 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.

27. CONTRACT COMPLIANCE

County may 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.

28. GRIEVANCE

Subrecipient agrees to maintain a written client grievance process that delineates procedures for clients to seek redress for grievances with Subrecipient. The process must include the investigation of complaints for denial of services. The subrecipient shall ensure that its grievance procedures are prominently posted in a visible location and provided in the appropriate

language(s) to ensure accessibility for all clients. Subrecipient will inform clients that grievances may be presented to TC-HIVAA after all remedies with Subrecipient have been exhausted.

29. 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.

30. 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.

31. 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.

32. BOYCOTT OF ENERGY 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).

33. 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.

34. 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.

34. CONTRACT ATTACHMENTS

- a. Attachment 1: **A1-2026006**
- 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

35. NOTICES

All written notices required under this Contract, including proposed amendments, will be addressed and sent to:

COUNTY:

Tarrant County

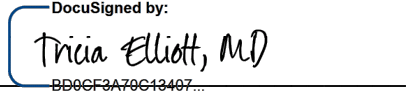
Address: Tarrant County HIV Administrative Agency
2300 Circle Drive, Suite 2306
Fort Worth, TX 76119
Attn: HIV Administrative Agency Manager

SUBRECIPIENT:

TARRANT COUNTY HOSPITAL DISTRICT
1500 S. Main Street
Fort Worth, TX 76104
Attn: Karen Duncan, MD

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TARRANT COUNTY HOSPITAL DISTRICT
1500 S. Main Street
Fort Worth, TX 76104
Attn: Tricia C. Elliott, MD, FAAFP

By: 
Title: SVP, Academic and Research Affairs
Date: 02/23/26 | 2:40 PM CST

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**ATTACHMENT 1, A1-2026006
SCOPE OF WORK**

1. Performance Measures

Tarrant County Hospital District will provide services listed below that meet or exceed the performance goals found at <https://ryanwhite.hrsa.gov/about/performance-measures>, including the number of clients to be served and units of service to be performed for each service category.

PART A FY 26-27 (03/01/26-02/28/27)	CURRENT BUDGET		
Service Categories	\$ Amount	# Clients	# Units
AIDS Pharmaceutical Assistance (LPAP/CPAP)	\$ 12,368.00	21	66
Emergency Financial Assistance	\$ 16,600.00	8	8
Food Bank	\$ 23,563.00	84	420
Medical Case Management	\$ 96,927.00	70	1,596
Medical Nutrition Therapy	\$ 24,158.00	63	476
Mental Health Services	\$ 15,201.00	28	70
Non-medical Case Management Services	\$ 28,973.00	63	560
Outpatient/Ambulatory Health Services	\$ 280,177.00	175	1,960
Outreach Services	\$ 32,037.00	56	168
Psychosocial Support Services	\$ 6,135.00	42	112

PART A MAI FY 26-27 (03/01/26-02/28/27)	CURRENT BUDGET		
Service Categories	\$ Amount	# Clients	# Units
Medical Case Management	\$ 36,120.00	29	609
Medical Transportation	\$ 3,648.00	29	102
Outpatient/Ambulatory Health Services	\$ 37,935.00	29	232

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) Grant.

PART A FY 26-27 (03/01/26-02/28/27)	
Budget Line Item	Current Budget
Personnel	\$ 178,011.11
Fringe	\$ 64,155.58
Travel	\$ -
Equipment	\$ -
Supplies	\$ 46,389.55
Contractual	\$ 198,849.00
Other	\$ 48,733.76
Total Part A FY 26-27 Budget	\$ 536,139.00

PART A MAI FY 26-27 (03/01/26-02/28/27)

Budget Line Item	Current Budget
Personnel	\$ 30,051.86
Fringe	\$ 10,980.95
Travel	\$ -
Equipment	\$ -
Supplies	\$ -
Contractual	\$ 26,295.89
Other	<u>\$ 10,374.30</u>
Total Part A MAI FY 26-27 Budget	<u>\$ 77,703.00</u>
Total Part A & MAI FY 26-27 Budget	\$ 613,842.00

Total payments will not exceed \$613,842.00, of which ten percent (10%) may be used for administrative costs.

3. Planning Council Directives

- a. Alternative Days/Hours – Subrecipient will provide alternative days/hours for core medical and support services throughout the TGA/HSDA. Alternative days/hours must be used to provide direct client services for core medical and support services. Alternative days/hours must not be used solely for administrative functions.
- b. Telehealth and Videoconferencing – Subrecipient providing Outpatient Ambulatory Health Services will offer telehealth videoconferencing to increase capacity and access to care throughout the TGA/HSDA. When offering telehealth services, videoconferencing must be the primary method of service delivery.
- c. Health Insurance Assistance
 - 1. First priority be given to payment of insurance premium payments.
 - 2. Must provide the following:
 - I. Assure health insurance (both job or employer-related plans and plans on the individual and group market) provides comprehensive primary care and pharmacy benefits for clients that include access to a full range of HIV Medications;
 - II. Purchase standalone dental insurance premiums when cost effective.
 - III. Pay co-pays (including co-pays for prescription eyewear for conditions related to HIV infection), deductibles and co-insurance for medical and dental plans on behalf on the client; and
 - IV. Pay Medicare Part D true out-of-pocket (TrOOP) costs.

4. Minority AIDS Initiative Funding

The goal of Minority AIDS Initiative Funding (MAI) is to improve health outcomes among people with HIV who are racial and ethnic minorities as demonstrated by viral suppression. MAI funds must be used to deliver services designed to address the unique barriers and challenges faced by hard-to-reach, disproportionately impacted individuals within the TGA. MAI funding provides core medical and related support services to improve access and reduce disparities in health outcomes. MAI funding will focus on the following subpopulations and the services delivered are to be distinctly different when compared to services delivered to the general population. MAI services will specifically focus on Black and Hispanic men who have sex with men (MSM) between

25-34 years of age, Black Women between 25-34 years of age, and Black and Hispanic Youth, 18-24 years of age.

5. Conditions of Award

- a. Equal Employment Opportunity Commission (EEOC) 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 standard 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 to the TC-HIVAA 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. During monthly monitoring calls, subrecipient will report data on number of days from diagnosis/reengagement to medication initiation.
- 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), located at: <https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104&num=0&edition=prelim>
- f. 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.

If you are unable to access this link, please contact the TC-HIVAA to obtain a copy.

- g. 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/race/index.html>.
- h. 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.
- i. 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.
- j. Subrecipient will submit an end-of-year program report within forty-five (45) days following the close of the contract year, by April 15, 2027.
- k. Grant funds may not be used for outreach programs which have HIV prevention education as their exclusive purpose.
- l. Core medical and support services will be provided without regard to an individual's ability to pay, or to the current or past health condition of the individual to be served.
- m. Ryan White HIV/AIDS Program (RWHAP) funds cannot pay for pre-exposure prophylaxis (PrEP) or non-occupational Post-Exposure Prophylaxis (nPEP) as the person using PrEP is not an individual living with HIV and the person using nPEP is not diagnosed with HIV prior to the exposure and therefore are not eligible for RWHAP funded medications or medical services. RWHAP Parts A and B recipients and subrecipients may provide some limited services under the EIS service category.
- n. Subrecipients are required to notify the TC-HIVAA in advance of any modifications to service delivery model including, closures, hours of operation, limitations and/or expansion of services, wait lists, staffing changes, termination of client services, or any other internal or external factors that impact service delivery.
- o. The client has the right to determine the location where they receive services under this Agreement.

6. Counties to be Served

Erath, Hood, Johnson, Palo Pinto, Parker, Somervell, Tarrant, and Wise.

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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: Tricia C. Elliott, MD, FAAFP

Company: Tarrant County Hospital District


Street Address: 1500 S. Main St.

City, State, Zip: Fort Worth, TX 76104

Phone: (817) 702-5913

Fax: (817) 702-6768

Email: grants@tchshealth.org

Signature: 

Date: 02/23/26 | 2:40 PM CST

STATE OF TEXAS §

§ AMENDED BUSINESS ASSOCIATE AGREEMENT

COUNTY OF TARRANT §

This Business Associate Agreement (“BA Agreement”) is between Tarrant County, Texas, (“COUNTY”), and **Tarrant County Hospital District**. (“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 **Tarrant County Hospital District**.

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, TakeChargeTexas (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 **March 1, 2026** 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:

Tarrant County Hospital District
1500 S. Main Street
Fort Worth, TX 76104
Attn: Karen Duncan, MD

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 them 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. Tarrant County Hospital District 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 Attachment 6, 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 23 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 A	Part B	State Services	EHE
1. Subrecipient Name	Tarrant County Hospital District (JPS)	Tarrant County Hospital District (JPS)	Tarrant County Hospital District (JPS)	Tarrant County Hospital District (JPS)
2. Subrecipient DUNS Number	068368901	068368901	068368901	068368902
3. Federal Award Identification Number (FAIN)	2 H89HA00047-31-00	Contract # HHS001122200005	Contract #HHS001317000005 (State Funds)	5 UT8HA33961-06-00
4. Federal Award Date	January 2026	January 2026	May 2025	January 2025
Subaward Period of Performance Start and End Date	(Subject to #2 CFR 200)	(Subject to #2 CFR 200)		(Subject to #2 CFR 200)
Amount of Federal Funds Obligated by This Action	March 1, 2026- February 28, 2027	April 1, 2026 - March 31, 2027	September 1, 2025 - August 31, 2026	March 1, 2025 - February 28, 2026
Total Amount of Federal Funds Obligated to the Subrecipient	\$613,842	\$0	\$0	\$0
Total Amount of the Federal Award	\$613,842	\$350,644	\$702,498	\$314,250
Federal Award Project Description, as required by FFATA	\$1,639,132	\$1,219,545	\$1,044,642	\$1,259,554
	HIV Emergency Relief Project Grants	Pass-through Grant from HRSA through DSHS for HIV & AIDS Services	HIV/SRV5 HIV/STD Prevention and Care Branch State Services	Ending the HIV Epidemic: A Plan for America - Ryan White HIV/AIDS Program Parts A and B
10. Name of Federal Awarding Agency	Health Resources & Service Administration (HRSA)	Pass-through from HRSA to Texas Department of State Health Services (DSHS)	Pass-through from HRSA to Texas Department of State Health Services (DSHS)	Health Resources & Service Administration (HRSA)
11. Pass-Through Entity	Tarrant County	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	Tarrant County 100 E. Weatherford Street Fort Worth, TX 76196-0001
13. CFDA Number and Name	93.914 HIV Emergency Relief Project Grants	93.917 HIV Care Formula Grants	HIV/SRV5 HIV/STD Prevention and Care Branch State Services	93.686 Ending the HIV Epidemic: A Plan for America - Ryan White HIV/AIDS Program Parts A and B
14. Identification if the Award is R&D	N/A	N/A	N/A	N/A
15. Indirect Cost Rate	N/A	N/A	N/A	N/A



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 36

Department: HIV Administrative
Agency

Prepared By: Dulce Lozano

Approved By: Lisa McKamie-Muttiah

SUBJECT:

Consideration of the Fiscal Year 2026-2027 Health Resources and Services Administration Ryan White Treatment Extension Act Part A Subrecipient Contract with Tarrant County Public Health – Preventive Medicine Clinic

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the FY 2026-2027 Health Resources and Services Administration (HRSA) Ryan White Treatment Extension Act Part A Subrecipient contract with Tarrant County Public Health – Preventive Medicine Clinic (PMC).

BACKGROUND

Tarrant County has been awarded funding since 1996 under the Ryan White HIV/AIDS Program (RWHAP) Part A HIV Emergency Relief Grant Program. The purpose of this program is to provide direct financial assistance to the Fort Worth/Arlington Transitional Grant Area (TGA), which is severely affected by the HIV epidemic. The RWHAP allows the TGA to develop and enhance access to a comprehensive continuum of high-quality, community-based care for people with HIV who are low-income through the provision of formula, supplemental, and Minority AIDS Initiative (MAI) funds. The goal is to provide optimal HIV care and treatment for people with HIV who are low-income, uninsured, and underserved, to improve their medical outcomes. Tarrant County HIV Administrative Agency (TC-HIVAA) administers the grant funding and subcontracts with community organizations to deliver high-quality services.

PMC has been delivering HIV services for more than twenty-five (25) years and is an HIV medical clinic that is part of Tarrant County Public Health (TCPH). PMC delivers a variety of services to people living with HIV in Tarrant County and surrounding areas. Examples of services include medical care, prescription assistance, and medical case management.

On February 10, 2026, the Commissioners Court, through Court Order #146656, approved the receipt of the HRSA FY 2026-2027 Ryan White Part A Notice of Award for partial funding in the amount of \$1,629,132.00.

The project period is March 1, 2025, through February 29, 2028. The grant budget period is March 1, 2026, through February 28, 2027.

The recommended contract is as follows:

PMC – Total reimbursement shall not exceed \$146,698.00

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 A Funding: Grant-2004 E0028-2027 Health Resources and Services Administration (HRSA) Ryan White Treatment Extension Act Part A (Part A) /1132200000 HIV Subrecipients /569013 Subrecipient Services – net impact: \$146,698.00

PASSED AND APPROVED on March 10, 2026.

**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.

Attachments

[Part A FY26-27 Contract \(PMC\)](#)

The State of Texas §
 §
County of Tarrant §

COMMUNITY SUBRECIPIENT CONTRACT

1. BACKGROUND

Tarrant County, Texas (“County”) has received a grant (the “Grant”) from the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS), **Ryan White Part A HIV Emergency Relief Grant Program** (“Part A”), to help fund the provision of HIV services in the community; and

The County Judge designated the Tarrant County HIV Administrative Agency (“TC-HIVAA”) 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.

Tarrant County Public Health – Preventive Medicine Clinic (“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 **\$146,698.00** 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, A1-2026007**. 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.

3. TERM

The term of this Contract is from **March 1, 2026, to February 28, 2027**.

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 will request the reallocation in writing to County.

The Subrecipient will submit a revised budget narrative to the TC-HIVAA 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 for reallocation or redistribution to other entities.

Subrecipient shall be subject to decrease of funds if funds are 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 TC-HIVAA.
- 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 TC-HIVAA.
- 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 TC-HIVAA.

Subrecipient may become eligible for an increase in funding if it has spent its funds 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 ensures that personnel paid from these funds are duly licensed, certified, registered, permitted, approved, and qualified to perform contracted services. Subrecipient signifies 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 will 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 Local 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 one hundred (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 one hundred (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 one hundred (100) percent of the official poverty line and not exceeding two hundred (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 two hundred (200) percent of the official poverty line and not exceeding three hundred (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 three hundred (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. 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.

j. 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, 2 CFR 200.420, and other federal law to the extent applicable. The purchase or reimbursement for drugs must comply with the Community AIDS Pharmaceutical Assistance (LPAP) 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 LPAP 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 Program Income budget.

k. 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.

l. 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.

m. 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 Tarrant County 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.

n. 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.

o. Subrecipient assures that case records of patients/clients who are receiving Ryan White services will contain documentation as required by the Standards of Care.

p. 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.

q. 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.

r. Subrecipient assures and represents that the person signing this Contract on behalf of Subrecipient is authorized to execute this Contract on the Subrecipient's behalf and to legally bind the Subrecipient to all Contract terms.

s. 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 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal 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 shall 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 the TC-HIVAA no later than sixty (60) days from 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 2 CFR 200.307(b)(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 will use Program Income for allowable current costs. Subrecipient will 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/Program Income spending/allocation plan to the TC-HIVAA within thirty (30) days of Contract execution.

h. Subrecipient that generates or receives program income under this Agreement is required to record, track, and report all such program income within Provide Enterprise.

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.

11. ALLOWABLE COST

Tarrant County will pay the allowable and reasonable costs incurred in performing the scope of work that are sufficiently documented. Tarrant County will determine whether costs submitted are 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.

The Consolidated Appropriations Act, 2024 restricts the amount of direct salary that may be paid to an individual under a HHS grant, cooperative agreement, or applicable contract to a rate no greater than Executive Level II of the Federal Executive pay scale. Effective January 11, 2026, the salary limitation for Executive Level II is \$228,000.

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 2 CFR 200.205.

- 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 and trainings 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. 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.

e. 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 will refund the ineligible amount to the County.

The County reserves the right to redistribute and reallocate funds when necessary.

f. An audit must be completed if required by 2 CFR Part 200.500-520. If the guidance does not require a single audit, the Subrecipient will 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 will 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 will 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. All supplies shall be acquired and paid no later than forty-five (45) days prior to the Grant end date.

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 will 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 will 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 (EHE)

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:

- (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 least two non-affiliated (employees) 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.
 - d. Submitted to the TC-HIVAA by the final business day in February of each new year.
- (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 who 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, client satisfaction, integrated planning, quality improvement projects, collaboratives, 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 ongoing. The County may inspect the minutes of the Quality Management Committee, documentation of quality improvement activities/projects, 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 insufficient 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 fifteen (15) days following the end of the contract term. Payment requests should be submitted in Provide Enterprise, and signature pages submitted to the TC-HIVAA. 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

Payments 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 2 CFR 200.501. 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 HIV Administrative Agency
HIV Administrative Agency Manager at Imuttiah@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. TRAVEL

The Subrecipient shall obtain written pre-approval from the TC-HIVAA for all conference, meeting, and training-related travel and registration to be supported in whole or in part with Ryan White funds prior to incurring any such costs. This requirement applies to, but is not limited to, registration fees, airfare, lodging, per diem, ground transportation, and other associated expenses, whether for in-state or out-of-state, in-person or virtual events. Any costs incurred without documented TC-HIVAA pre-approval shall be considered unallowable and non-reimbursable.

The applicable per diem lodging rates and per diem meals and incidental expense rates established by the General Services Administration ("GSA"). Current GSA per diem lodging rates and per diem meals and incidental expense rates can be found at <https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup>.

23. 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.

24. 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 will meet the minimum standards set forth by the local Standards of Care. Any personnel who have direct contact with clients will 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 will 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.

25. 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.

26. 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.

27. CONTRACT COMPLIANCE

County may 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.

28. GRIEVANCE

Subrecipient agrees to maintain a written client grievance process that delineates procedures for clients to seek redress for grievances with Subrecipient. The process must include the

investigation of complaints for denial of services. The subrecipient shall ensure that its grievance procedures are prominently posted in a visible location and provided in the appropriate language(s) to ensure accessibility for all clients. Subrecipient will inform clients that grievances may be presented to TC-HIVAA after all remedies with Subrecipient have been exhausted.

29. 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.

30. 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.

31. 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.

32. BOYCOTT OF ENERGY 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).

33. 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.

34. 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.

34. CONTRACT ATTACHMENTS

- a. Attachment 1: **A1-2026007**
- 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

35. NOTICES

All written notices required under this Contract, including proposed amendments, will be addressed and sent to:

COUNTY:

Tarrant County

Address: Tarrant County HIV Administrative Agency
2300 Circle Drive, Suite 2306
Fort Worth, TX 76119
Attn: HIV Administrative Agency Manager

SUBRECIPIENT:

TARRANT COUNTY PUBLIC HEALTH – PREVENTIVE MEDICINE CLINIC
1101 S. Main Street
Fort Worth, TX 76104
Attn: Grants and Contracts

Remainder of page intentionally left blank

TARRANT COUNTY PUBLIC HEALTH – PREVENTIVE MEDICINE CLINIC
1101 S. Main Street
Fort Worth, TX 76104
Attn: W. Brian Byrd, M.D.

By: W. Brian Byrd, M/D.

Title: Public Health Director

Date: 2/25/2026

Remainder of page intentionally left blank

**ATTACHMENT 1, A1-2026007
SCOPE OF WORK**

1. Performance Measures

Tarrant County Public Health – Preventive Medicine Clinic will provide services listed below that meet or exceed the performance goals found at <https://ryanwhite.hrsa.gov/about/performance-measures>, including the number of clients to be served and units of service to be performed for each service category.

PART A FY 26-27 (03/01/26-02/28/27)	CURRENT BUDGET		
	Service Categories	\$ Amount	# Clients
AIDS Pharmaceutical Assistance (LPAP/CPAP)	\$ 4,840.00	36	224
Emergency Financial Assistance	\$ 4,231.00	6	6
Medical Case Management	\$ 44,356.00	52	840
Mental Health Services	\$ 5,067.00	8	39
Outpatient/Ambulatory Health Services	\$ 88,204.00	98	1,400

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) Grant.

PART A FY 26-27 (03/01/26-02/28/27)	
Budget Line Item	Current Budget
Personnel	\$ 59,400.86
Fringe	\$ 22,647.37
Travel	\$ 181.25
Equipment	\$ -
Supplies	\$ 9,735.10
Contractual	\$ 28,683.04
Other	\$ 26,050.38
Total Part A FY 26-27 Budget	\$ 146,698.00

Total payments will not exceed \$146,698.00, of which ten percent (10%) may be used for administrative costs.

3. Planning Council Directives

- a. Alternative Days/Hours – Subrecipient will provide alternative days/hours for core medical and support services throughout the TGA/HSDA. Alternative days/hours must be used to provide direct client services for core medical and support services. Alternative days/hours must not be used solely for administrative functions.
- b. Telehealth and Videoconferencing – Subrecipient providing Outpatient Ambulatory Health Services will offer telehealth videoconferencing to increase capacity and access to care throughout the TGA/HSDA. When offering telehealth services, videoconferencing must be the primary method of service delivery.
- c. Health Insurance Assistance
 - 1. First priority be given to payment of insurance premium payments.

2. Must provide the following:

- I. Assure health insurance (both job or employer-related plans and plans on the individual and group market) provides comprehensive primary care and pharmacy benefits for clients that include access to a full range of HIV Medications;
- II. Purchase standalone dental insurance premiums when cost effective.
- III. Pay co-pays (including co-pays for prescription eyewear for conditions related to HIV infection), deductibles and co-insurance for medical and dental plans on behalf on the client; and
- IV. Pay Medicare Part D true out-of-pocket (TrOOP) costs.

4. Conditions of Award

- a. Equal Employment Opportunity Commission (EEOC) 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 standard 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 to the TC-HIVAA 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. During monthly monitoring calls, subrecipient will report data on number of days from diagnosis/reengagement to medication initiation.
- 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), located at: <https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104&num=0&edition=prelim>

- f. 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.

If you are unable to access this link, please contact the TC-HIVAA to obtain a copy.

- g. 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/race/index.html>.
- h. 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.
- i. 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.
- j. Subrecipient will submit an end-of-year program report within forty-five (45) days following the close of the contract year, by April 15, 2027.
- k. Grant funds may not be used for outreach programs which have HIV prevention education as their exclusive purpose.
- l. Core medical and support services will be provided without regard to an individual's ability to pay, or to the current or past health condition of the individual to be served.
- m. Ryan White HIV/AIDS Program (RWHAP) funds cannot pay for pre-exposure prophylaxis (PrEP) or non-occupational Post-Exposure Prophylaxis (nPEP) as the person using PrEP is not an individual living with HIV and the person using nPEP is not diagnosed with HIV prior to the exposure and therefore are not eligible for RWHAP funded medications or medical services. RWHAP Parts A and B recipients and subrecipients may provide some limited services under the EIS service category.
- n. Subrecipients are required to notify the TC-HIVAA in advance of any modifications to service delivery model including, closures, hours of operation, limitations and/or expansion of services, wait lists, staffing changes, termination of client services, or any other internal or external factors that impact service delivery.
- o. The client has the right to determine the location where they receive services under this Agreement.

6. Counties to be Served

Erath, Hood, Johnson, Palo Pinto, Parker, Somervell, Tarrant, and Wise.



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: W. Brian Byrd, M.D.

Company: Tarrant County Preventive Medicine Clinic

Street Address: 1101 S. Main St., Suite 1500B

City, State, Zip: Fort Worth, TX 76104

Phone: (817) 321-5301

Fax: _____

Email: wbbyrd@tarrantcountytexas.gov

Signature: _____

Date: 2/25/2026

STATE OF TEXAS §

§ **AMENDED BUSINESS ASSOCIATE AGREEMENT**

COUNTY OF TARRANT §

This Business Associate Agreement (“BA Agreement”) is between Tarrant County, Texas, (“COUNTY”), and **Tarrant County Public Health - Preventive Medicine Clinic** (“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 **Tarrant County Public Health - Preventive Medicine Clinic**.

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, TakeChargeTexas (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 **March 1, 2026** 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:

Tarrant County Public Health
Preventive Medicine Clinic
1101 S. Main St., Suite 1500B
Fort Worth, TX 76104
Attn: W. Brian Byrd, M.D.

If to Covered Entity:

Tarrant County
2300 Circle Drive, Suite 2306
Fort Worth, TX 76119
Attn: HIV Administrative Agency 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 them 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 **Tarrant County Public Health - Preventive Medicine Clinic** 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.

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.



Office of Federal Assistance Management

Rockville, MD 20857

DEC 23 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 A
1.	Subrecipient Name	Preventive Medicine Clinic Tarrant County (PMC)
2.	Subrecipient DUNS Number	068365220
3.	Federal Award Identification Number (FAIN)	2 H89HA00047-31-00
4.	Federal Award Date	Original Award: January 2026 (Subject to #2 CFR 200)
5.	Subaward Period of Performance Start and End Date	March 1, 2026- February 28, 2027
6.	Amount of Federal Funds Obligated by This Action	\$146,698
7.	Total Amount of Federal Funds Obligated to the Subrecipient	\$146,698
8.	Total Amount of the Federal Award	\$1,639,132
9.	Federal Award Project Description, as required by FFATA	HIV Emergency Relief Project Grants
10.	Name of Federal Awarding Agency	Health Resources & Service Administration (HRSA)
11.	Pass-Through Entity	Tarrant County
12.	Contact Information for Awarding Official	Tarrant County 100 E. Weatherford Street Fort Worth, TX 76196-0001
13.	CFDA Number and Name	93.914 HIV Emergency Relief Project Grants
14.	Identification if the Award is R&D	N/A
15.	Indirect Cost Rate	N/A



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 66

Department: HIV Administrative
Agency

Prepared By: Dulce Lozano

Approved By: Lisa McKamie-Muttiah

SUBJECT:

Consideration of the Fiscal Year 2026-2027 Texas Department of State Health Services Ryan White Treatment Extension Act Part B Subrecipient Contract with AIDS Healthcare Foundation

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the Fiscal Year 2026-2027 Texas Department of State Health Services (DSHS) Ryan White Treatment Extension Act Part B (Part B) Sub-recipient contract with AIDS Healthcare Foundation (AHF).

BACKGROUND

The Texas DSHS provides annual Ryan White Treatment Extension Act Part B grant funding to support the provision of essential health and support services to people living with HIV in the Tarrant County Health Services Delivery Area (HSDA). Tarrant County has received Part B funding from DSHS for more than 20 years.

On February 08, 2022, the Commissioners Court, through Court Order #137447, approved the FY 2022-2023 DSHS Part B grant contract renewal in the amount of \$1,718,966.00.

On February 07, 2023, the Commissioners Court, through Court Order #140209, approved Amendment No. 1 the FY 2023-2024 DSHS Part B grant contract renewal in the amount of \$1,320,878.00, for a total award of \$3,039,844.00.

On January 23, 2024, the Commissioners Court, through Court Order #142523, approved Amendment No. 2 the FY 2024-2025 DSHS Part B grant contract renewal in the amount of \$1,099,456.00, for a total award of \$4,139,300.00.

On November 19, 2024, the Commissioners Court, through Court Order #144224, approved Amendment No. 3 the FY 2024-2025 DSHS Part B grant contract renewal in the amount of \$60,000.00, for a total award of \$4,199,300.00.

On February 4, 2025, the Commissioners Court, through Court Order #144707, approved Amendment No. 4 to the FY 2025-2026 DSHS Part B grant contract renewal in the amount of \$1,279,153.00, for a total award of \$5,478,453.00.

On February 10, 2026, the Commissioners Court, through Court Order #146661, approved Amendment No. 5 to the FY 2026-27 DSHS Part B grant contract renewal in the amount of \$1,219,545.00, for a total award of \$6,697,998.00.

AHF is a community-based medical clinic that has been delivering HIV core medical and support services for people living with HIV for over ten (10) years in Tarrant County and surrounding areas. This contract supports services such as Medical Transportation, Oral Health Care, and Referral for Healthcare.

The Part B project period is April 1, 2022, through March 31, 2027. The term of this contract is April 1, 2026, through March 31, 2027.

The recommended contract is as follows:

AHF – Total reimbursement shall not exceed \$513,590.00.

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 B Funding: Grant-2004 / E0032-2027 Texas Department of State Health Services (DSHS) Ryan White Treatment Extension Act Part B (Part B) / 1132200000 HIV Sub-recipients / 569013 Sub-recipient Services – net impact: \$513,590.00

PASSED AND APPROVED on March 10, 2026.

**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.

Attachments

[Part B FY26-27 Contract \(AHF\)](#)

The State of Texas §
County of Tarrant §

COMMUNITY SUBRECIPIENT CONTRACT

1. BACKGROUND

Tarrant County, Texas (“County”) has received a grant (the “Grant”) from the Texas Department of State Health Services (DSHS), for Ryan White Part B Service Delivery (RWSD) Grant Programs, to fund HIV-related care and support services; and

The County Judge designated the Tarrant County HIV Administrative Agency (“TC-HIVAA”) in charge of distribution of Grant proceeds. The purpose of this contract is to administer HIV service delivery funds to subrecipients who provide comprehensive HIV-related care and support services to meet the needs of persons living with HIV.

AIDS Healthcare Foundation (“Subrecipient”), also known as “Subcontractor” in the Texas Health and Human Services Commission HHSC Uniform Terms and Conditions, which are attached hereto and incorporated herein) is an organization in Tarrant County, Texas, that provides HIV/AIDS community services and has requested an award of Grant proceeds from the County to support it in providing HIV-related care and support services; and

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 **\$513,590.00** in exchange for Subrecipient’s agreement to provide HIV/AIDS community 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, A1-2026003**. 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 DSHS and local Standards of Care, and consistent with the current Integrated HIV Prevention and Care Plan.

Subrecipient shall use these funds to provide at least one Part B service to (500) unduplicated clients during Contract Year FY 2026 (04/1/2026–03/31/2027). 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 **April 1, 2026, to March 31, 2027**.

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 will request the reallocation in writing to County.

The Subrecipient will submit a revised budget narrative to the TC-HIVAA 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 for reallocation or redistribution to other entities.

Subrecipient shall be subject to decrease of funds if funds are 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 TC-HIVAA.
- 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 TC-HIVAA.
- 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 TC-HIVAA.

Subrecipient may become eligible for an increase in funding if it has spent its funds at the anticipated rate and can present a proposal for the utilization of additional funds by serving an increase in unduplicated clients and 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 ensures that personnel paid from these funds are duly licensed, certified, registered, permitted, approved, and qualified to perform contracted services. Subrecipient signifies 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 will 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 DSHS Ryan White National Part B 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 subcontractors must comply with. Adherence to Local 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 DSHS 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. 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.

j. 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, 2 CFR 200.420, and other federal law to the extent applicable. The purchase or reimbursement for drugs must comply with the Local AIDS Pharmaceutical Assistance (LPAP) 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 LPAP 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/Program Income budget.

k. 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.

l. 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 DSHS and County program policies and operating procedures, including the Texas Health and Human Services Commission HHSC Uniform Terms and Conditions, **Attachment 2**.

m. 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 Tarrant County HIV Administrative Agency (TC-HIVAA) 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.

n. 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.

o. Subrecipient assures that case records of patients/clients who are receiving Ryan White services will contain documentation as required by the Standards of Care.

p. 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.

q. 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.

r. Subcontractors may not subcontract (also known as sub of subcontracting) with another provider for services that they are contracted to deliver under the County's contract.

For all service categories: if a contract cannot be established directly with a provider or there are other extenuating circumstances, the TC-HIVAA may request a waiver so that a provider may subcontract for limited services with another provider. An annual waiver request must be submitted and approved by DSHS prior to establishing subcontracts. The waiver must describe why the TC-HIVAA cannot directly contract with the provider and the business need for a provider to establish a subcontract. The waiver must include the proposed contract between the provider and another provider. Request for waiver must be submitted no later than thirty (30) days prior the beginning of the contract year. DSHS will respond to waiver requests within ten (10) business days. DSHS has final approval of Sub of Sub-Contracting waivers per DSHS Sub-Contracting Policy 280.001.

s. Subrecipient assures and represents that the person signing this Contract on behalf of Subrecipient is authorized to execute this Contract on the Subrecipient's behalf and to legally bind the Subrecipient to all Contract terms.

t. Subrecipient will complete and sign **Attachment 3** 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 2 CFR 200 – 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 shall 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 the TC-HIVAA no later than sixty (60) days from 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;

- 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 2 CFR 200.307(b)(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 will use Program Income for allowable current costs. Subrecipient will 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/Program Income spending/allocation plan to the TC-HIVAA within thirty (30) days of Contract execution.

h. Subrecipient that generates or receives program income under this Agreement is required to record, track, and report all such program income within Provide Enterprise.

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, 2024 restricts the amount of direct salary that may be paid to an individual under a HHS grant, cooperative agreement, or applicable contract to a rate no greater than Executive Level II of the Federal Executive pay scale. Effective January 11, 2026, the salary limitation for Executive Level II is \$228,000.

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 2 CFR 200.205.

- 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 and trainings as specified by the TC-HIVAA, 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 DSHS 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 DSHS 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 will 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. Assure 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. If the guidance does not require a single audit, the Subrecipient will notify County in writing.

16. **PARTICIPANT RECORDS**

a. Subrecipient grants County, DSHS, 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 will 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 will 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. All supplies shall be acquired and paid no later than forty-five (45) days prior to the Grant end date.

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 will 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 will 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 cash 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. All staff must sign the required Confidentiality Agreement annually and complete the DSHS Security Training.

19. CONFLICT OF INTEREST

All employees and board members of any agency are required to complete and sign a Conflict of Interest Disclosure Form annually, which contains, at a minimum, the content in DSHS Board Member and Employee Conflict of Interest Disclosure Form.

20. ENDING THE HIV EPIDEMIC (EHE)

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.

21. 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:

- (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 least two non-affiliated (employees) 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.
 - d. Submitted to the TC-HIVAA by the final business day in February of each new year.
- (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 who 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, client satisfaction, integrated planning, quality improvement projects, collaboratives, 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 ongoing. The County may inspect the minutes of the Quality Management Committee, documentation of quality improvement activities/projects, 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.

22. 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 insufficient 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 fifteen (15) days following the end of the contract term. Payment requests should be submitted in Provide Enterprise, and signature pages submitted to the TC-HIVAA. 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 2 CFR 200.501. The \$1,00,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Subrecipient, within Subrecipient's fiscal year, expends a total amount of at least \$1,000,000 in state funds awarded, Subrecipient must have a single audit or program-specific audit in accordance with the Uniform Grant Management Standards (UGMS), State of Texas Single Audit Circular. For-profit Subrecipient whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200.501 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Subrecipient to complete the Single Audit Status Registration Form. If Subrecipient fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Subrecipient shall be subject to Tarrant County sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Subrecipient shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS.

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 HIV Administrative Agency
Grants Manager at lmuttiah@tarrantcountytexas.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.

23. TRAVEL

The Subrecipient shall obtain written pre-approval from the TC-HIVAA for all conference, meeting, and training-related travel and registration to be supported in whole or in part with Ryan White funds prior to incurring any such costs. This requirement applies to, but is not limited to, registration fees, airfare, lodging, per diem, ground transportation, and other associated expenses, whether for in-state or out-of-state, in-person or virtual events. Any costs incurred without documented TC-HIVAA pre-approval shall be considered unallowable and non-reimbursable.

The applicable per diem lodging rates and per diem meals and incidental expense rates established by the General Services Administration ("GSA"). Current GSA per diem lodging rates and per diem meals and incidental expense rates can be found at <https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup>.

24. **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.

25. **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 will meet the minimum standards set forth by the local Standards of Care. Any personnel who have direct contact with clients will 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 will 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.

26. **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.

27. **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.

28. **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.

29. GRIEVANCE

Subrecipient agrees to maintain a written client grievance process that delineates procedures for clients to seek redress for grievances with Subrecipient. The process must include the investigation of complaints for denial of services. The subrecipient shall ensure that its grievance procedures are prominently posted in a visible location and provided in the appropriate language(s) to ensure accessibility for all clients. Subrecipient will inform clients that grievances may be presented to TC-HIVAA after all remedies with Subrecipient have been exhausted.

30. 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.

31. 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 7**, 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.

32. 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.

33. BOYCOTT OF ENERGY 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).

34. 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.

35. TEXAS HIV MEDICATION PROGRAM

Texas HIV Medication Program (THMP) ADAP Eligibility Workers (AEWs) will track the following performance measures and ensure they are accomplished or surpassed:

1. • $\geq 90\%$ of new and recertification AIDS Drug Assistance Program (ADAP) applications are accepted by THMP as complete upon initial submission. THMP measures this by checking if all eligibility documents, including acceptable proof of income, proof of Texas residency, and proof of diagnosis, are received by the program via TakeChargeTexas (TCT), fax, or mail.
2. • $\geq 90\%$ of ADAP eligibility recertifications and self-attestations are completed on or before the lapse of ADAP program benefits. THMP measures this by checking that the recertification and self-attestation application was received during the client’s birth month/half-birth month before the lapse of ADAP program benefits.
3. • $\geq 90\%$ of Texas Insurance Assistance Program (TIAP) applications are accepted by THMP as complete upon initial submission for insurance assistance. THMP measures this by reviewing the completeness of the information provided in the insurance tab in TCT or reviewing the front and back copy of the client’s insurance card received by the program via TCT, fax or mail.
4. • $\geq 90\%$ of State Pharmacy Assistance Program (SPAP) applications are accepted by THMP as complete upon initial submission for insurance assistance. THMP measures this by checking if the new applicants have applied for the Part D Low-Income Subsidy through the Social Security Administration before applying to SPAP.
5. • $\geq 90\%$ of Texas Insurance Assistance Program-PLUS (TIAP-PLUS) applications are accepted by THMP as complete upon initial submission for insurance assistance. THMP measures this by checking if all the required documents, including the insurance client agreement form, the client’s monthly premium amount, and the account insurance information are received by the program via TCT, fax, or mail.
6. • $\geq 90\%$ of application entries in the “about you” demographic, relationship, household, client financial, insurance, and case notes in TCT are correct and complete.

36. 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.

37. CONTRACT ATTACHMENTS

- a. Attachment 1: **A1-2026003**
- b. Attachment 2: HHSC Uniform Terms and Conditions
- c. Attachment 3: Debarment and Suspension Certification
- d. Attachment 4: Business Associate Agreement
- e. Attachment 5: Pilot Program for Enhancement of Employee Whistleblower Protection
- f. Attachment 6: Federal Award Identification Checklist
- g. Attachment 7: 1295 Compliance Form

38. NOTICES

All written notices required under this Contract, including proposed amendments, will be addressed and sent to:

COUNTY:

Tarrant County

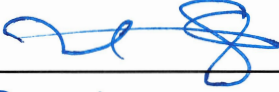
Address: Tarrant County HIV Administrative Agency
2300 Circle Drive, Suite 2306
Fort Worth, TX 76119
Attn: HIV Administrative Agency Manager

SUBRECIPIENT:

AIDS Healthcare Foundation
6255 West Sunset Blvd 21st Floor
Los Angeles, CA 90028
Attn: Grants and Contracts

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AIDS Healthcare Foundation
6255 West Sunset Blvd 21st Floor
Los Angeles, CA 90028
Attn: Grants and Contracts

By: 
Title: President
Date: 2/17/2026

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**ATTACHMENT 1, A1-2026003
SCOPE OF WORK**

1. Performance Measures

AIDS Healthcare Foundation will provide services that meet or exceed the performance goals found at <https://ryanwhite.hrsa.gov/about/performance-measures>, including the number of clients to be served and units of service to be performed for each service category listed below.

Subrecipient shall use these funds to provide at least one Part B service to (500) unduplicated clients during Contract Year FY 2026 (04/1/2026–03/31/2027).

PART B FY 26-27 (04/01/26-03/31/27)	CURRENT BUDGET		
Service Categories	\$ Amount	# Clients	# Units
Medical Transportation	\$ 20,429.00	200	675
Oral Health Care	\$ 480,000.00	383	1,900
Referral for Healthcare	\$ 13,161.00	100	275

2. Special Provisions

Funding under the Contract for the following budgetary items is contingent upon County receiving the funds through the Texas Department of State Health Services (DSHS).

PART B FY 26-27 (04/01/26-03/31/27)	
Budget Line Item	Current Budget
Personnel	\$ 388,811.49
Fringe	\$ 77,744.40
Travel	\$ -
Equipment	\$ -
Supplies	\$ 20,000.00
Contractual	\$ 20,605.11
Other	<u>\$ 6,429.00</u>
Total Part B FY 26-27 Budget	\$ 513,590.00

Total payments will not exceed \$513,590.00, of which ten percent (10%) may be used for administrative costs.

3. Planning Council Directives

- a. Alternative Days/Hours – Subrecipient will provide alternative days/hours for core medical and support services throughout the TGA/HSDA. Alternative days/hours must be used to provide direct client services for core medical and support services. Alternative days/hours must not be used solely for administrative functions.
- b. Telehealth and Videoconferencing – Subrecipient providing Outpatient Ambulatory Health Services will offer telehealth videoconferencing to increase capacity and access to care throughout the TGA/HSDA. When offering telehealth services, videoconferencing must be the primary method of service delivery.
- c. Health Insurance Assistance
 1. First priority be given to payment of insurance premium payments.

2. Must provide the following:

- I. Assure health insurance (both job or employer-related plans and plans on the individual and group market) provides comprehensive primary care and pharmacy benefits for clients that include access to a full range of HIV Medications;
- II. Purchase standalone dental insurance premiums when cost effective.
- III. Pay co-pays (including co-pays for prescription eyewear for conditions related to HIV infection), deductibles and co-insurance for medical and dental plans on behalf on the client; and
- IV. Pay Medicare Part D true out-of-pocket (TrOOP) costs.

4. Conditions of Award

- a. In accordance with the RWHAP client eligibility determination and recertification requirements (Policy 13-02) and DSHS Policy 220.001 Eligibility to Receive HIV Services, HRSA and DSHS expects clients' eligibility be assessed during an initial eligibility determination, at least every six months, and at least once a year (whether defined as a 12-month period or calendar year) to ensure that the program only serves eligible clients, and that the RWHAP is the payer of last resort. Subrecipients are required to determine eligibility based on client birthdate.
- b. Equal Employment Opportunity Commission (EEOC) 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>.
- 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 standard 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 to the TC-HIVAA 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. During monthly monitoring calls, subrecipient will report data on number of days from diagnosis/reengagement to medication initiation.
- 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), located at: <https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104&num=0&edition=prelim>

- f. 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>.

If you are unable to access this link, please contact the TC-HIVAA to obtain a copy.

- g. 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/race/index.html>.
- h. 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.
- i. 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.
- j. Subrecipients are required to notify the TC-HIVAA in advance of any modifications to service delivery model including, closures, hours of operation, limitations and/or expansion of services, wait lists, staffing changes, termination of client services, or any other internal or external factors that impact service delivery.
- k. The client has the right to determine the location where they receive services under this Agreement.
- l. Subrecipient will submit an end-of-year progress report within thirty (30) days following the close of the grant year, April 30, 2027.

5. Counties to be Served

Erath, Hood, Johnson, Palo Pinto, Parker, Somervell, Tarrant, and Wise.

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TEXAS

Health and Human Services

Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.5

Published and Effective – September 2024

Responsible Office: Chief Counsel

ABOUT THIS DOCUMENT

In this document, Grantees (also referred to in this document as subrecipients or contractors) will find requirements and conditions applicable to grant funds administered and passed through by both the Texas Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). These requirements and conditions are incorporated into the Grant Agreement through acceptance by Grantee of any funding award by HHSC or DSHS.

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules; the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Grant Agreement, unless a different definition is specified, or the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“[Amendment](#)” means a written agreement, signed by the Parties, which documents changes to the Grant Agreement.

“[Contract](#)” or “[Grant Agreement](#)” means the agreement entered into by the Parties, including the Signature Document, these Uniform Terms and Conditions, along with any attachments and amendments that may be issued by the System Agency.

“[Deliverables](#)” means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.

“[DSHS](#)” means the Department of State Health Services.

“[Effective Date](#)” means the date on which the Grant Agreement takes effect.

“[Federal Fiscal Year](#)” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“[GAAP](#)” means Generally Accepted Accounting Principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[Grantee](#)” means the Party receiving funds under this Grant Agreement. May also be referred to as “subrecipient” or “contractor” in this document.

“[HHSC](#)” means the Texas Health and Human Services Commission.

“[Health and Human Services](#)” or “[HHS](#)” includes HHSC and DSHS.

“[Intellectual Property Rights](#)” means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

- i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
- ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
- iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
- iv. domain name registrations; and
- v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

“[Parties](#)” means the System Agency and Grantee, collectively.

“[Party](#)” means either the System Agency or Grantee, individually.

“[Project](#)” means specific activities of the Grantee that are supported by funds provided under this Grant Agreement.

“[Signature Document](#)” means the document executed by all Parties for this Grant Agreement.

“[Solicitation](#),” “[Funding Announcement](#)” or “[Request for Applications \(RFA\)](#)” means the document (including all exhibits, attachments, and published addenda), issued by the System Agency under which applications for grant funds were requested, which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

“[Solicitation Response](#)” or “[Application](#)” means Grantee’s full and complete Solicitation response (including any attachments and addenda), which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

“[State Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[State of Texas Textravel](#)” means the Texas Comptroller of Public Accounts’ website relative to travel reimbursements under this Contract, if any.

“[Statement of Work](#)” means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement, and as may be amended.

“[System Agency](#)” means HHSC or DSHS, as applicable.

“[Work Product](#)” means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee’s performance of its duties under the Grant Agreement or through use of any funding provided under this Grant Agreement.

“[Texas Grant Management Standards](#)” or “[TxGMS](#)” means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

1.2 INTERPRETIVE PROVISIONS

- A. The meanings of defined terms include the singular and plural forms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts (including this Grant Agreement) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Grant Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- D. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
- E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
- F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
- G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
- H. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- I. Time is of the essence in this Grant Agreement.
- J. Prior to execution of the Grant Agreement, Grantee must notify System Agency’s designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission, or other error in the Grant Agreement prior to Grantee’s execution of the Grant Agreement, Grantee:
 - i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
 - ii. Shall not contest the interpretation by the System Agency of such provision(s).No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 TAXES

Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. System Agency shall not be liable for any taxes resulting from the Grant Agreement.

2.3 ANCILLARY AND TRAVEL EXPENSES

- A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee in connection with its provision of the services or deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance for each deliverable.
- B. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller’s *Textravel* guidelines, which can currently be accessed at: <https://fmx.cpa.texas.gov/fmx/travel/texttravel/>

2.4 BILLING

Unless otherwise provided in the Grant Agreement, Grantee shall bill the System Agency in accordance with the Grant Agreement. Unless otherwise specified in the Grant Agreement, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.5 USE OF FUNDS

Grantee shall expend funds under this Grant Agreement only for approved services and for reasonable and allowable expenses directly related to those services.

2.6 USE FOR MATCH PROHIBITED

Grantee shall not use funds provided under this Grant Agreement for matching purposes in securing other funding without the written approval of the System Agency.

2.7 PROGRAM INCOME

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Grant Agreement.

2.8 NONSUPPLANTING

Grant funds must be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds that have been appropriated, allocated, or disbursed for the same purpose. System Agency may conduct Grant monitoring or audits may be conducted to review, among other things, Grantee's compliance with this provision.

2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable Grant Agreements. For subrecipients receiving federal funds, indirect cost rates will be determined in accordance with applicable law including, but not limited to, 2 CFR 200.414(f). For recipients receiving state funds, indirect costs will be determined in accordance with applicable law including, but not limited to, TxGMS. Grantees funded with blended federal and state funding will be subject to both state and federal requirements when determining indirect costs. In the event of a conflict between TxGMS and applicable federal law or regulation, the provisions of federal law or regulation will apply. Grantee will provide any necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and TxGMS.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

This Grant Agreement is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability and actual receipt by System Agency of state or federal funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Grant Agreement impossible or unnecessary, the Grant Agreement will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages that are caused or associated with such termination or cancellation, and System Agency will not be required to give prior notice. Additionally, System Agency will not be liable to Grantee for any remaining unpaid funds under this Grant Agreement at time of termination.

3.2 NO DEBT AGAINST THE STATE

This Grant Agreement will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBTS AND DELINQUENCIES

Grantee agrees that any payments due under the Grant Agreement shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support during the entirety of the Grant Agreement term.

3.4 REFUNDS AND OVERPAYMENTS

- A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.
- B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Grant Agreement.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

- A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the

criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.

- B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Grant Agreement. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee's repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.
- C. OMB Circulars will be applied with the modifications prescribed by TxGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

- i. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement.
- ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee may be subject to sanctions and remedies for non-compliance.
- iii. If Grantee, within Grantee's fiscal year, expends federal funds awarded of at least \$750,000 for audit periods beginning before October 1, 2024 (beginning on or after October 1, 2024, at least \$1,000,000), Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.
- iv. If Grantee, within Grantee's fiscal year, expends at least \$750,000 in state funds awarded or other amount specified in the TxGMS, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.
- v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.
- vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.

B. Financial Statements.

Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements for the audit period.

4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

A. Audits.

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:

- i. HHS portal at <https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau> or,
- ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements.

Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:

- i. HHS portal at <https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau>; or,
- ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 WARRANTY

Grantee warrants that all work under this Grant Agreement shall be completed in a manner consistent with standards under the terms of this Grant Agreement, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Grant Agreement; and all deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Grantee has failed to complete work timely or to perform satisfactorily under conditions required by this Grant Agreement, the System Agency may require Grantee, at its sole expense, to:

- i. Repair or replace all defective or damaged work;
- ii. Refund any payment Grantee received from System Agency for all defective or damaged work and, in conjunction therewith, require Grantee to accept the return of such work; and,
- iii. Take necessary action to ensure that Grantee's future performance and work conform to the Grant Agreement requirements.

5.2 GENERAL AFFIRMATIONS

Grantee certifies that, to the extent affirmations are incorporated into the Grant Agreement, the Grantee has reviewed the affirmations and that Grantee is in compliance with all requirements.

5.3 FEDERAL ASSURANCES

Grantee further certifies that, to the extent federal assurances are incorporated into the Grant Agreement, the Grantee has reviewed the federal assurances and that Grantee is in compliance with all requirements.

5.4 FEDERAL CERTIFICATIONS

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, the Grantee has reviewed the federal certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Grant Agreement.

5.5 STATE ASSURANCES

Except to the extent of any conflict under applicable law or requirements or guidelines of any federal awarding agency from which funding for this Grant Agreement originated, the Grantee must comply with the applicable state assurances included within the TxGMS which are incorporated here by reference.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

- A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
- B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
- C. Grantee agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
- D. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
- E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

6.2 GRANTEE'S PRE-EXISTING WORKS

- A. To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Grant Agreement ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works.
- B. Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.

- C. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 THIRD PARTY IP

- A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.
- B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.
- C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this Article VI, Intellectual Property.

6.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Grant Agreement or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Grant Agreement. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Grant Agreement without the prior written consent of System Agency.

6.6 SURVIVAL

The provisions and obligations of this Article survive any termination or expiration of the Grant Agreement.

6.7 SYSTEM AGENCY DATA

- A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.
- B. Grantee has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.

- C. For the avoidance of doubt, Grantee is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
- D. Grantee shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
- E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

- A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.
- B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
- C. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
- D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.
- E. During the time that State Property is in the possession of Grantee, Grantee shall be responsible for:
 - i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and
 - ii. all charges attributable to Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

7.2 DAMAGE TO STATE PROPERTY

- A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Grantee or Grantee's employees, agents, Subcontractors, or suppliers, Grantee shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
- B. Grantee shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Grantee shall reimburse System Agency and the State of Texas for such property damage within ten (10) calendar days after Grantee's receipt of System Agency's notice of amount due.

7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Grant Agreement is terminated for any reason or expires, State Property remains the property of the System Agency and must be returned to the System Agency by the earlier of the end date of the Grant Agreement or upon System Agency's request.

7.4 EQUIPMENT AND PROPERTY

All equipment and property acquired by Grantee, with funds awarded under this Grant Agreement, are subject to all applicable laws and governing authority including, but not limited to, applicable provisions of 2 CFR 200 and TxGMS. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

8.1 RECORD MAINTENANCE AND RETENTION

- A. Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives all information required to determine compliance with the terms and conditions of this Grant Agreement and all state and federal rules, regulations, and statutes. Grantee shall ensure these same requirements are included in all subcontracts.
- B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation, or disputes involving the Grant Agreement are resolved, whichever is later. Grantee shall ensure these same requirements are included in all subcontracts.

8.2 AGENCY'S RIGHT TO AUDIT

- A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas. Grantee shall ensure these same requirements are included in all subcontracts.
- B. In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Grant Agreement. Grantee shall permit the System Agency or any of its duly authorized federal, state, or local authorities unrestricted access to and the right to examine all external contracts and or pricing models or methodologies related to the Grant Agreement. Grantee shall ensure these same requirements are included in all subcontracts. If the Grant Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency

providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.

- C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of oversight, including, but not limited to, reviews, inspections, audits and investigations, Grantee shall produce original documents related to this Grant Agreement.
- D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings and payments related to the Grant Agreement, including those related to a Subcontractor.
- E. Grantee shall include the System Agency's and any of its duly authorized representatives', as well as duly authorized federal, state, or local authorities, unrestricted right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, inspection or investigation of the Grant Agreement and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the services, Grantee must provide to HHS upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Grant Agreement.
- C. Grantee shall include the requirement to provide to System Agency (and any of its duly authorized federal, state, or local authorities) internal audit reports related to this Grant Agreement in any Subcontract it awards. Upon request by System Agency, Grantee shall enforce this requirement against its Subcontractor. Further, Grantee shall include in any Subcontract it awards a requirement that all Subcontractor Subcontracts must also include these provisions.

8.4 STATE AUDITOR'S RIGHT TO AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Grantee shall ensure the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

8.5 CONFIDENTIALITY

Grantee shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This Article VIII will survive termination or expiration of this Grant Agreement. Further, the obligations of Grantee under this Article VIII will survive termination or expiration of this Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES

9.1 REMEDIES

- A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to the following:
- i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
 - ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
 - iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
 - iv. suspending all or part of the Grant Agreement;
 - v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
 - vi. recouping payments made by the System Agency to the Grantee found to be in error;
 - vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
 - viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is obtained;
 - ix. withholding release of new grant agreements; and
 - x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.
- B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.
- C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Grant Agreement, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

9.3 TERMINATION FOR CAUSE

- A. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Grant Agreement, in whole or in part, upon either of the following conditions:
- i. Material Breach**

The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.
 - ii. Failure to Maintain Financial Viability**

The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.
- B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Grant Agreement for cause, the Grantee shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute grantee and the cost of any claim or litigation attributable to Grantee's failure to perform any work in accordance with the terms of the Grant Agreement.

9.5 INHERENTLY RELIGIOUS ACTIVITIES

Grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may engage in inherently religious activities; however, these activities must be separate in time or location from the grant-funded program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. These requirements apply to all grantees, not just faith-based organizations.

9.6 POLITICAL ACTIVITIES

Grant funds cannot be used for the following activities:

- A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.
- B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.

- C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.
- D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

ARTICLE X. INDEMNITY

10.1 GENERAL INDEMNITY

- A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.**
- B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.**
- C. FOR THE AVOIDANCE OF DOUBT, SYSTEM AGENCY SHALL NOT INDEMNIFY GRANTEE OR ANY OTHER ENTITY UNDER THE GRANT AGREEMENT.**

10.2 INTELLECTUAL PROPERTY

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

- i. THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT;**
- ii. ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR**
- iii. SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT.**

10.3 ADDITIONAL INDEMNITY PROVISIONS

- A. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.**
- B. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.**
- C. GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.**

ARTICLE XI. GENERAL PROVISIONS

11.1 AMENDMENTS

Except as otherwise expressly provided, the Grant Agreement may only be amended by a written Amendment executed by both Parties.

11.2 NO QUANTITY GUARANTEES

The System Agency makes no guarantee of volume or usage of work under this Grant Agreement. All work requested may be on an irregular and as needed basis throughout the Grant Agreement term.

11.3 CHILD ABUSE REPORTING REQUIREMENTS

- A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.**
- B. Grantee shall use the Texas Abuse Hotline Website located at <https://www.txabusehotline.org/Login/Default.aspx> as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.**

11.4 CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS

- A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:**

- i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
 - ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
 - iii. Applying to all employees and visitors in this designated area; and
 - iv. Providing for or referring its employees to tobacco use cessation services.
- B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

11.5 INSURANCE AND BONDS

Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

These and all other insurance requirements under the Grant apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

11.6 LIMITATION ON AUTHORITY

- A. Grantee shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
- B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement to:
 - i. Make public policy on behalf of the System Agency;
 - ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
 - iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or

the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Grantee shall comply with all laws, regulations, requirements, and guidelines applicable to a Grantee providing services and products required by the Grant Agreement to the State of Texas, as these laws, regulations, requirements, and guidelines currently exist and as amended throughout the term of the Grant Agreement. Notwithstanding Section 11.1, Amendments, above, System Agency reserves the right, in its sole discretion, to unilaterally amend the Grant Agreement to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.8 SUBCONTRACTORS

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges System Agency is in no manner liable to any subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

11.9 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Grant Agreement any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Grant Agreement. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Grant Agreement.

11.10 INDEPENDENT CONTRACTOR

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

11.11 GOVERNING LAW AND VENUE

The Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit

arising under the Grant Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.12 SEVERABILITY

If any provision contained in this Grant Agreement is held to be unenforceable by a court of law or equity, such construction will not affect the legality, validity, or enforceability of any other provision or provisions of this Grant Agreement. It is the intent and agreement of the Parties this Grant Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Agreement will continue in full force and effect.

11.13 SURVIVABILITY

Expiration or termination of the Grant Agreement for any reason does not release Grantee from any liability or obligation set forth in the Grant Agreement that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Grant Agreement, including without limitation the provisions regarding return of grant funds, audit requirements, records retention, public information, warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.14 FORCE MAJEURE

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

11.15 NO IMPLIED WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Grant Agreement shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 FUNDING DISCLAIMERS AND LABELING

A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.

- B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

11.17 MEDIA RELEASES

- A. Grantee shall not use System Agency's name, logo, or other likeness in any press release, marketing material or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.
- B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements, that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

11.19 SOVEREIGN IMMUNITY

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Grant 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. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

11.20 ENTIRE CONTRACT AND MODIFICATION

The Grant Agreement 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 Grant Agreement will be harmonized with this Grant Agreement to the extent possible.

11.21 COUNTERPARTS

This Grant Agreement may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Grant Agreement.

11.22 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement.

11.23 E-VERIFY PROGRAM

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- A. all persons employed to perform duties within Texas during the term of the Grant Agreement; and
- B. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Grant Agreement within the United States of America.

11.24 CIVIL RIGHTS

- A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
 - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Grant Agreement.
- B. Grantee 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. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor 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. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages 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.
- D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters>
- E. Grantee agrees to comply with Executive Order 13279, and its implementing 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 shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

- F. Upon request, Grantee shall provide HHSC’s Civil Rights Office with copies of the Grantee’s civil rights policies and procedures.
- G. Grantee must notify HHSC’s Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. 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:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885
Email: HHSCivilRightsOffice@hhsc.state.tx.us

11.25 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

Grantee shall conform to HHS standards for data management as described by the policies of the HHS Office of Data, Analytics, and Performance. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.26 DISCLOSURE OF LITIGATION

- A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or pending involving the Grantee. “Threatened litigation” as used herein shall include governmental investigations and civil investigative demands. “Litigation” as used herein shall include administrative enforcement actions brought by governmental agencies. The Grantee must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, “material” refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Grant Agreement or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the Grantee’s financial condition.
- B. This is a continuing disclosure requirement; any litigation commencing after Grant Agreement Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.27 NO THIRD PARTY BENEFICIARIES

The Grant Agreement is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Grant Agreement as a third-party beneficiary or otherwise.

11.28 BINDING EFFECT

The Grant Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.



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: Michael Weinstein

Company: AIDS Healthcare Foundation

Street Address: 6255 West Sunset Blvd., 21st Floor

City, State, Zip: Los Angeles, CA 90028

Phone: (323) 860-5200

Fax: (323) 962-8513

Email: michael.weinstein@aidshhealth.org

Signature: 

Date: 2/17/2026

STATE OF TEXAS §

§ **AMENDED BUSINESS ASSOCIATE AGREEMENT**

COUNTY OF TARRANT §

This Business Associate Agreement (“BA Agreement”) is between Tarrant County, Texas, (“COUNTY”), and **AIDS Healthcare Foundation**. (“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 **AIDS Healthcare Foundation**.

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, TakeChargeTexas (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 **April 1, 2026** 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:
AIDS Healthcare Foundation
6255 West Sunset Blvd. 21st Floor
Los Angeles, CA 90028
Attn: Michael Weinstein

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 them 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 **AIDS Healthcare Foundation** 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 Attachment 7, 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.



Office of Federal Assistance Management

Rockville, MD 20857

DEC 23 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 A	Part B	State Services	DSHS HOPWA
1.	Subrecipient Name	AIDS Healthcare Foundation (AHF)	AIDS Healthcare Foundation (AHF)	AIDS Healthcare Foundation (AHF)	AIDS Healthcare Foundation (AHF)
2.	Subrecipient DUNS Number	607963980	607963980	607963980	607963980
3.	Federal Award Identification Number (FAIN)	2 H89HA00047-31-00	Contract # HHS001122200005	Contract # HHS001317000005(State Funds)	Contract # HHS001317100005
4.	Federal Award Date	Original Award: January 2026 (Subject to #2 CFR 200)	January 2026 (Subject to #2 CFR 200)	March 2025	May 2025
5.	Subaward Period of Performance Start and End Date	March 1, 2026- February 28, 2027	April 1, 2026 - March 31, 2027	September 1, 2024 - August 31, 2025	September 1, 2025 - August 31, 2026
6.	Amount of Federal Funds Obligated by This Action	\$0	\$513,590	\$0	\$0
7.	Total Amount of Federal Funds Obligated to the Subrecipient	\$339,718	\$513,590	\$342,144	\$148,083
8.	Total Amount of the Federal Award	\$1,639,132	\$1,219,545	\$1,044,642	\$336,953
9.	Federal Award Project Description, as required by FFATA	HIV Emergency Relief Project Grants	Pass-through Grant from HRSA through DSHS for HIV & AIDS Services	N/A (State Funds)	Provide Tenant-Based Rental Assistance (TBRA), Facility-Based Housing Assistance (FBHA) and Permanent Housing Placement (PHP) for housing assistance to clients that are HIV positive
10.	Name of Federal Awarding Agency	Health Resources & Service Administration (HRSA)	Pass-through from HRSA to Texas Department of State Health Services (DSHS)	N/A (State Funds)	Pass-Through from Housing and Urban Development (HUD) to Texas Department of State Health Services (DSHS)
11.	Pass-Through Entity	Tarrant County	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	Tarrant County 100 E. Weatherford Street Fort Worth, TX 76196-0001
13.	CFDA Number and Name	93.914 HIV Emergency Relief Project Grants	93.917 HIV Care Formula Grants	HIV/SRVS HIV/STD Prevention and Care Branch State Services	14.241 Housing Opportunities for Persons with AIDS
14.	Identification if the Award is R&D	N/A	N/A	N/A	N/A
15.	Indirect Cost Rate	N/A	N/A	N/A	N/A

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2026-1422151

Date Filed:
02/17/2026

Date Acknowledged:

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

AIDS Healthcare Foundation
Los Angeles, CA 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 Agency

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.

HHS001122200005
HIV-Related Health Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Weinstein, Michael	Los Angeles, CA United States	X	
Millner, Carl	Los Angeles, CA United States		X

5 Check only if there is NO Interested Party.

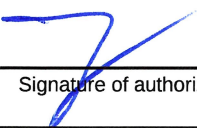
6 UNSWORN DECLARATION

My name is Lyle Honig Mojica, and my date of birth is 12/19/1969.

My address is 6255 W Sunset Blvd., 21st, Los Angeles, CA, 90028, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Los Angeles County, State of CA, on the 17 day of February, 2026.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 65

Department: HIV Administrative
Agency

Prepared By: Dulce Lozano

Approved By: Lisa McKamie-Muttiah

SUBJECT:

Consideration of the Fiscal Year 2026-2027 Texas Department of State Health Services Ryan White Treatment Extension Act Part B Subrecipient Contract with Tarrant County Hospital District

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the Fiscal Year 2026-2027 Texas Department of State Health Services (DSHS) Ryan White Treatment Extension Act Part B (Part B) subrecipient contract with Tarrant County Hospital District (JPS).

BACKGROUND

The Texas DSHS provides annual Ryan White Treatment Extension Act Part B grant funding to support the provision of essential health and support services to people living with HIV in the Tarrant County Health Services Delivery Area (HSDA). Tarrant County has received Part B funding from DSHS for more than 20 years.

On February 08, 2022, the Commissioners Court, through Court Order #137447, approved the FY 2022-2023 DSHS Part B grant contract renewal in the amount of \$1,718,966.00.

On February 07, 2023, the Commissioners Court, through Court Order #140209, approved Amendment No. 1 the FY 2023-2024 DSHS Part B grant contract renewal in the amount of \$1,320,878.00, for a total award of \$3,039,844.00.

On January 23, 2024, the Commissioners Court, through Court Order #142523, approved Amendment No. 2 the FY 2024-2025 DSHS Part B grant contract renewal in the amount of \$1,099,456.00, for a total award of \$4,139,300.00.

On November 19, 2024, the Commissioners Court, through Court Order #144224, approved Amendment No. 3 the FY 2024-2025 DSHS Part B grant contract renewal in the amount of \$60,000.00, for a total award of \$4,199,300.00.

On February 4, 2025, the Commissioners Court, through Court Order #144707, approved Amendment No. 4 to the FY 2025-2026 DSHS Part B grant contract renewal in the amount of \$1,279,153.00 for a total award of \$5,478,453.00.

On February 10, 2026, the Commissioners Court, through Court Order #146661, approved Amendment No. 5 to the FY 2026-27 DSHS Part B grant contract renewal in the amount of \$1,219,545.00, for a total award of \$6,697,998.00

JPS has been delivering HIV treatment services for more than twenty-five (25) years and is the safety-net hospital in Tarrant County that delivers quality health care services to the area's most vulnerable populations. This contract supports services such as Medical Transportation and Oral Health Care.

The Part B project period is April 1, 2022, through March 31, 2027. The grant budget period is April 1, 2026, through March 31, 2027.

The recommended contract is as follows:

JPS – Total reimbursement shall not exceed \$350,644.00.

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 B Funding: Grant-2004 E0032-2027 Texas Department of State Health Services (DSHS) Ryan White Treatment Extension Act Part B (Part B) /1132200000 HIV Subrecipients /569013 Subrecipient Services – net impact: \$350,644.00

PASSED AND APPROVED on March 10, 2026.

**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.

Attachments

[Part B FY26-27 Contract \(JPS\)](#)

The State of Texas §
 County of Tarrant §

COMMUNITY SUBRECIPIENT CONTRACT

1. BACKGROUND

Tarrant County, Texas (“County”) has received a grant (the “Grant”) from the Texas Department of State Health Services (DSHS), for Ryan White Part B Service Delivery (RWSD) Grant Programs, to fund HIV-related care and support services; and

The County Judge designated the Tarrant County HIV Administrative Agency (“TC-HIVAA”) in charge of distribution of Grant proceeds. The purpose of this contract is to administer HIV service delivery funds to subrecipients who provide comprehensive HIV-related care and support services to meet the needs of persons living with HIV.

Tarrant County Hospital District (“Subrecipient”), also known as “Subcontractor” in the Texas Health and Human Services Commission HHSC Uniform Terms and Conditions, which are attached hereto and incorporated herein) is an organization in Tarrant County, Texas, that provides HIV/AIDS community services and has requested an award of Grant proceeds from the County to support it in providing HIV-related care and support services; and

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 **\$350,644.00** in exchange for Subrecipient’s agreement to provide HIV/AIDS community 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, A1-2026002** 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 DSHS and local Standards of Care, and consistent with the current Integrated HIV Prevention and Care Plan.

Subrecipient shall use these funds to provide at least one Part B service to (300) unduplicated clients during Contract Year FY 2026 (04/1/2026–03/31/2027). 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 **April 1, 2026, to March 31, 2027.**

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 will request the reallocation in writing to County.

The Subrecipient will submit a revised budget narrative to the TC-HIVAA 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 for reallocation or redistribution to other entities.

Subrecipient shall be subject to decrease of funds if funds are 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 TC-HIVAA.
- 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 TC-HIVAA.
- 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 TC-HIVAA.

Subrecipient may become eligible for an increase in funding if it has spent its funds at the anticipated rate and can present a proposal for the utilization of additional funds by serving an increase in unduplicated clients and 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 ensures that personnel paid from these funds are duly licensed, certified, registered, permitted, approved, and qualified to perform contracted services. Subrecipient signifies 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 will 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 DSHS Ryan White National Part B 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 subcontractors must comply with. Adherence to Local 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 DSHS 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. 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.

j. 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, 2 CFR 200.420, and other federal law to the extent applicable. The purchase or reimbursement for drugs must comply with the Local AIDS Pharmaceutical Assistance (LPAP) 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 LPAP 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/Program Income budget.

k. 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.

l. 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 DSHS and County program policies and operating procedures, including the Texas Health and Human Services Commission HHSC Uniform Terms and Conditions, **Attachment 2**.

m. 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 Tarrant County HIV Administrative Agency (TC-HIVAA) 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.

n. 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.

o. Subrecipient assures that case records of patients/clients who are receiving Ryan White services will contain documentation as required by the Standards of Care.

p. 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.

q. 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.

r. Subcontractors may not subcontract (also known as sub of subcontracting) with another provider for services that they are contracted to deliver under the County's contract.

For all service categories: if a contract cannot be established directly with a provider or there are other extenuating circumstances, the TC-HIVAA may request a waiver so that a provider may subcontract for limited services with another provider. An annual waiver request must be submitted and approved by DSHS prior to establishing subcontracts. The waiver must describe why the TC-HIVAA cannot directly contract with the provider and the business need for a provider to establish a subcontract. The waiver must include the proposed contract between the provider and another provider. Request for waiver must be submitted no later than thirty (30) days prior the beginning of the contract year. DSHS will respond to waiver requests within ten (10) business days. DSHS has final approval of Sub of Sub-Contracting waivers per DSHS Sub-Contracting Policy 280.001.

s. Subrecipient assures and represents that the person signing this Contract on behalf of Subrecipient is authorized to execute this Contract on the Subrecipient's behalf and to legally bind the Subrecipient to all Contract terms.

t. Subrecipient will complete and sign **Attachment 3** 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 2 CFR 200 – 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 shall 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 the TC-HIVAA no later than sixty (60) days from 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;

- 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 2 CFR 200.307(b)(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 will use Program Income for allowable current costs. Subrecipient will 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/Program Income spending/allocation plan to the TC-HIVAA within thirty (30) days of Contract execution.

h. Subrecipient that generates or receives program income under this Agreement is required to record, track, and report all such program income within Provide Enterprise.

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, 2024 restricts the amount of direct salary that may be paid to an individual under a HHS grant, cooperative agreement, or applicable contract to a rate no greater than Executive Level II of the Federal Executive pay scale. Effective January 11, 2026, the salary limitation for Executive Level II is \$228,000.

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 2 CFR 200.205.

- 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 and trainings as specified by the TC-HIVAA, 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 DSHS 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 DSHS 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 will 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. Assure 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. If the guidance does not require a single audit, the Subrecipient will notify County in writing.

16. PARTICIPANT RECORDS

a. Subrecipient grants County, DSHS, 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 will 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 will 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. All supplies shall be acquired and paid no later than forty-five (45) days prior to the Grant end date.

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 will 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 will 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 cash 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. All staff must sign the required Confidentiality Agreement annually and complete the DSHS Security Training.

19. CONFLICT OF INTEREST

All employees and board members of any agency are required to complete and sign a Conflict of Interest Disclosure Form annually, which contains, at a minimum, the content in DSHS Board Member and Employee Conflict of Interest Disclosure Form.

20. ENDING THE HIV EPIDEMIC (EHE)

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.

21. 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:

- (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 least two non-affiliated (employees) 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.
 - d. Submitted to the TC-HIVAA by the final business day in February of each new year.
- (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 who 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, client satisfaction, integrated planning, quality improvement projects, collaboratives, 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 ongoing. The County may inspect the minutes of the Quality Management Committee, documentation of quality improvement activities/projects, 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.

22. 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 insufficient 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 fifteen (15) days following the end of the contract term. Payment requests should be submitted in Provide Enterprise, and signature pages submitted to the TC-HIVAA. 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 2 CFR 200.501. The \$1,00,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Subrecipient, within Subrecipient’s fiscal year, expends a total amount of at least \$1,000,000 in state funds awarded, Subrecipient must have a single audit or program-specific audit in accordance with the Uniform Grant Management Standards (UGMS), State of Texas Single Audit Circular. For-profit Subrecipient whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200.501 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Subrecipient to complete the Single Audit Status Registration Form. If Subrecipient fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Subrecipient shall be subject to Tarrant County sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Subrecipient shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS.

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 HIV Administrative Agency
Grants Manager at lmuttiah@tarrantcountytexas.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.

23. TRAVEL

The Subrecipient shall obtain written pre-approval from the TC-HIVAA for all conference, meeting, and training-related travel and registration to be supported in whole or in part with Ryan White funds prior to incurring any such costs. This requirement applies to, but is not limited to, registration fees, airfare, lodging, per diem, ground transportation, and other associated expenses, whether for in-state or out-of-state, in-person or virtual events. Any costs incurred without documented TC-HIVAA pre-approval shall be considered unallowable and non-reimbursable.

The applicable per diem lodging rates and per diem meals and incidental expense rates established by the General Services Administration (“GSA”). Current GSA per diem lodging rates and per diem meals and incidental expense rates can be found at <https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup>.

24. 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.

25. 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 will meet the minimum standards set forth by the local Standards of Care. Any personnel who have direct contact with clients will 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 will 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.

26. 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.

27. 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.

28. 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.

29. GRIEVANCE

Subrecipient agrees to maintain a written client grievance process that delineates procedures for clients to seek redress for grievances with Subrecipient. The process must include the investigation of complaints for denial of services. The subrecipient shall ensure that its grievance procedures are prominently posted in a visible location and provided in the appropriate language(s) to ensure accessibility for all clients. Subrecipient will inform clients that grievances may be presented to TC-HIVAA after all remedies with Subrecipient have been exhausted.

30. 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.

31. 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 7**, 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.

32. 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.

33. BOYCOTT OF ENERGY 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).

34. 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.

35. TEXAS HIV MEDICATION PROGRAM

Texas HIV Medication Program (THMP) ADAP Eligibility Workers (AEWs) will track the following performance measures and ensure they are accomplished or surpassed:

1. • ≥ 90% of new and recertification AIDS Drug Assistance Program (ADAP) applications are accepted by THMP as complete upon initial submission. THMP measures this by checking if all eligibility documents, including acceptable proof of income, proof of Texas residency, and proof of diagnosis, are received by the program via TakeChargeTexas (TCT), fax, or mail.
2. • ≥ 90% of ADAP eligibility recertifications and self-attestations are completed on or before the lapse of ADAP program benefits. THMP measures this by checking that the recertification and self-attestation application was received during the client’s birth month/half-birth month before the lapse of ADAP program benefits.
3. • ≥ 90% of Texas Insurance Assistance Program (TIAP) applications are accepted by THMP as complete upon initial submission for insurance assistance. THMP measures this by reviewing the completeness of the information provided in the insurance tab in TCT or reviewing the front and back copy of the client’s insurance card received by the program via TCT, fax or mail.
4. • ≥ 90% of State Pharmacy Assistance Program (SPAP) applications are accepted by THMP as complete upon initial submission for insurance assistance. THMP measures this by checking if the new applicants have applied for the Part D Low-Income Subsidy through the Social Security Administration before applying to SPAP.
5. • ≥ 90% of Texas Insurance Assistance Program-PLUS (TIAP-PLUS) applications are accepted by THMP as complete upon initial submission for insurance assistance. THMP measures this by checking if all the required documents, including the insurance client agreement form, the client’s monthly premium amount, and the account insurance information are received by the program via TCT, fax, or mail.
6. • ≥ 90% of application entries in the “about you” demographic, relationship, household, client financial, insurance, and case notes in TCT are correct and complete.

36. 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.

37. CONTRACT ATTACHMENTS

- a. Attachment 1: **A1-2026002**
- b. Attachment 2: HHSC Uniform Terms and Conditions
- c. Attachment 3: Debarment and Suspension Certification
- d. Attachment 4: Business Associate Agreement
- e. Attachment 5: Pilot Program for Enhancement of Employee Whistleblower Protection
- f. Attachment 6: Federal Award Identification Checklist
- g. Attachment 7: 1295 Compliance Form

38. NOTICES

All written notices required under this Contract, including proposed amendments, will be addressed and sent to:

COUNTY:

Tarrant County

Address: Tarrant County HIV Administrative Agency
2300 Circle Drive, Suite 2306
Fort Worth, TX 76119
Attn: HIV Administrative Agency Manager

SUBRECIPIENT:

TARRANT COUNTY HOSPITAL DISTRICT
1500 S. Main Street
Fort Worth, TX 76104
Attn: Tricia C. Elliott, MD, FAAFP

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TARRANT COUNTY HOSPITAL DISTRICT
1500 S. Main Street
Fort Worth, TX 76104
Attn: Tricia C. Elliott, MD, FAAFP

By: 
BD0CF3A70C13407...

Title: SVP, Academic and Research Affairs

Date: 02/23/26 | 2:41 PM CST

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**ATTACHMENT 1, A1-2026002
SCOPE OF WORK**

1. Performance Measures

Tarrant County Hospital District will provide services that meet or exceed the performance goals found at <https://ryanwhite.hrsa.gov/about/performance-measures>, including the number of clients to be served and units of service to be performed for each service category listed below.

Subrecipient shall use these funds to provide at least one Part B service to (300) unduplicated clients during Contract Year FY 2026 (04/1/2026–03/31/2027).

PART B FY 26-27 (04/01/26-03/31/27)	CURRENT BUDGET		
Service Categories	\$ Amount	# Clients	# Units
Medical Transportation	\$ 30,644.00	225	760
Oral Health Care	\$ 320,000.00	230	1,200

2. Special Provisions

Funding under the Contract for the following budgetary items is contingent upon County receiving the funds through the Texas Department of State Health Services (DSHS).

PART B FY 26-27 (04/01/26-03/31/27)	
Budget Line Item	Current Budget
Personnel	\$ 101,995.56
Fringe	\$ 37,269.19
Travel	\$ -
Equipment	\$ -
Supplies	\$ 1,200.00
Contractual	\$ 188,345.68
Other	<u>\$ 21,833.57</u>
Total Part B FY 26-27 Budget	\$ 350,644.00

Total payments will not exceed \$350,644.00, of which ten percent (10%) may be used for administrative costs.

3. Planning Council Directives

- a. Alternative Days/Hours – Subrecipient will provide alternative days/hours for core medical and support services throughout the TGA/HSDA. Alternative days/hours must be used to provide direct client services for core medical and support services. Alternative days/hours must not be used solely for administrative functions.
- b. Telehealth and Videoconferencing – Subrecipient providing Outpatient Ambulatory Health Services will offer telehealth videoconferencing to increase capacity and access to care throughout the TGA/HSDA. When offering telehealth services, videoconferencing must be the primary method of service delivery.
- c. Health Insurance Assistance
 1. First priority be given to payment of insurance premium payments.
 2. Must provide the following:

- I. Assure health insurance (both job or employer-related plans and plans on the individual and group market) provides comprehensive primary care and pharmacy benefits for clients that include access to a full range of HIV Medications;
- II. Purchase standalone dental insurance premiums when cost effective.
- III. Pay co-pays (including co-pays for prescription eyewear for conditions related to HIV infection), deductibles and co-insurance for medical and dental plans on behalf on the client; and
- IV. Pay Medicare Part D true out-of-pocket (TrOOP) costs.

4. Conditions of Award

- a. In accordance with the RWHAP client eligibility determination and recertification requirements (Policy 13-02) and DSHS Policy 220.001 Eligibility to Receive HIV Services, HRSA and DSHS expects clients’ eligibility be assessed during an initial eligibility determination, at least every six months, and at least once a year (whether defined as a 12-month period or calendar year) to ensure that the program only serves eligible clients, and that the RWHAP is the payer of last resort. Subrecipients are required to determine eligibility based on client birthdate.
- b. Equal Employment Opportunity Commission (EEOC) 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>.
- 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 standard 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 to the TC-HIVAA 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. During monthly monitoring calls, subrecipient will report data on number of days from diagnosis/reengagement to medication initiation.
- 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), located at: <https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104&num=0&edition=prelim>
- f. 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>.

If you are unable to access this link, please contact the TC-HIVAA to obtain a copy.

- g. 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/race/index.html>.
- h. 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.
- i. 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.
- j. Subrecipients are required to notify the TC-HIVAA in advance of any modifications to service delivery model including, closures, hours of operation, limitations and/or expansion of services, wait lists, staffing changes, termination of client services, or any other internal or external factors that impact service delivery.
- k. The client has the right to determine the location where they receive services under this Agreement.
- l. Subrecipient will submit an end-of-year progress report within thirty (30) days following the close of the grant year, April 30, 2027.

5. Counties to be Served

Erath, Hood, Johnson, Palo Pinto, Parker, Somervell, Tarrant, and Wise.

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TEXAS

Health and Human Services

Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.5

Published and Effective – September 2024

Responsible Office: Chief Counsel

ABOUT THIS DOCUMENT

In this document, Grantees (also referred to in this document as subrecipients or contractors) will find requirements and conditions applicable to grant funds administered and passed through by both the Texas Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). These requirements and conditions are incorporated into the Grant Agreement through acceptance by Grantee of any funding award by HHSC or DSHS.

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules; the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Grant Agreement, unless a different definition is specified, or the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“[Amendment](#)” means a written agreement, signed by the Parties, which documents changes to the Grant Agreement.

“[Contract](#)” or “[Grant Agreement](#)” means the agreement entered into by the Parties, including the Signature Document, these Uniform Terms and Conditions, along with any attachments and amendments that may be issued by the System Agency.

“[Deliverables](#)” means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.

“[DSHS](#)” means the Department of State Health Services.

“[Effective Date](#)” means the date on which the Grant Agreement takes effect.

“[Federal Fiscal Year](#)” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“[GAAP](#)” means Generally Accepted Accounting Principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[Grantee](#)” means the Party receiving funds under this Grant Agreement. May also be referred to as “subrecipient” or “contractor” in this document.

“[HHSC](#)” means the Texas Health and Human Services Commission.

“[Health and Human Services](#)” or “[HHS](#)” includes HHSC and DSHS.

“[Intellectual Property Rights](#)” means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

- i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
- ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
- iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
- iv. domain name registrations; and
- v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

“[Parties](#)” means the System Agency and Grantee, collectively.

“[Party](#)” means either the System Agency or Grantee, individually.

“[Project](#)” means specific activities of the Grantee that are supported by funds provided under this Grant Agreement.

“[Signature Document](#)” means the document executed by all Parties for this Grant Agreement.

“[Solicitation](#),” “[Funding Announcement](#)” or “[Request for Applications \(RFA\)](#)” means the document (including all exhibits, attachments, and published addenda), issued by the System Agency under which applications for grant funds were requested, which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

“[Solicitation Response](#)” or “[Application](#)” means Grantee’s full and complete Solicitation response (including any attachments and addenda), which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

“[State Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[State of Texas Textravel](#)” means the Texas Comptroller of Public Accounts’ website relative to travel reimbursements under this Contract, if any.

“[Statement of Work](#)” means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement, and as may be amended.

“[System Agency](#)” means HHSC or DSHS, as applicable.

“[Work Product](#)” means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee’s performance of its duties under the Grant Agreement or through use of any funding provided under this Grant Agreement.

“[Texas Grant Management Standards](#)” or “[TxGMS](#)” means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

1.2 INTERPRETIVE PROVISIONS

- A. The meanings of defined terms include the singular and plural forms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts (including this Grant Agreement) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Grant Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- D. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
- E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
- F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
- G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
- H. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- I. Time is of the essence in this Grant Agreement.
- J. Prior to execution of the Grant Agreement, Grantee must notify System Agency’s designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission, or other error in the Grant Agreement prior to Grantee’s execution of the Grant Agreement, Grantee:
 - i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
 - ii. Shall not contest the interpretation by the System Agency of such provision(s).No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 TAXES

Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. System Agency shall not be liable for any taxes resulting from the Grant Agreement.

2.3 ANCILLARY AND TRAVEL EXPENSES

- A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee in connection with its provision of the services or deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance for each deliverable.
- B. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller’s *Texttravel* guidelines, which can currently be accessed at: <https://fmx.cpa.texas.gov/fmx/travel/texttravel/>

2.4 BILLING

Unless otherwise provided in the Grant Agreement, Grantee shall bill the System Agency in accordance with the Grant Agreement. Unless otherwise specified in the Grant Agreement, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.5 USE OF FUNDS

Grantee shall expend funds under this Grant Agreement only for approved services and for reasonable and allowable expenses directly related to those services.

2.6 USE FOR MATCH PROHIBITED

Grantee shall not use funds provided under this Grant Agreement for matching purposes in securing other funding without the written approval of the System Agency.

2.7 PROGRAM INCOME

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Grant Agreement.

2.8 NONSUPPLANTING

Grant funds must be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds that have been appropriated, allocated, or disbursed for the same purpose. System Agency may conduct Grant monitoring or audits may be conducted to review, among other things, Grantee's compliance with this provision.

2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable Grant Agreements. For subrecipients receiving federal funds, indirect cost rates will be determined in accordance with applicable law including, but not limited to, 2 CFR 200.414(f). For recipients receiving state funds, indirect costs will be determined in accordance with applicable law including, but not limited to, TxGMS. Grantees funded with blended federal and state funding will be subject to both state and federal requirements when determining indirect costs. In the event of a conflict between TxGMS and applicable federal law or regulation, the provisions of federal law or regulation will apply. Grantee will provide any necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and TxGMS.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

This Grant Agreement is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability and actual receipt by System Agency of state or federal funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Grant Agreement impossible or unnecessary, the Grant Agreement will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages that are caused or associated with such termination or cancellation, and System Agency will not be required to give prior notice. Additionally, System Agency will not be liable to Grantee for any remaining unpaid funds under this Grant Agreement at time of termination.

3.2 NO DEBT AGAINST THE STATE

This Grant Agreement will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBTS AND DELINQUENCIES

Grantee agrees that any payments due under the Grant Agreement shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support during the entirety of the Grant Agreement term.

3.4 REFUNDS AND OVERPAYMENTS

- A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.
- B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Grant Agreement.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

- A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the

- criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.
- B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Grant Agreement. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee's repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.
- C. OMB Circulars will be applied with the modifications prescribed by TxGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

- A. Audits
- i. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement.
 - ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee may be subject to sanctions and remedies for non-compliance.
 - iii. If Grantee, within Grantee's fiscal year, expends federal funds awarded of at least \$750,000 for audit periods beginning before October 1, 2024 (beginning on or after October 1, 2024, at least \$1,000,000), Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.
 - iv. If Grantee, within Grantee's fiscal year, expends at least \$750,000 in state funds awarded or other amount specified in the TxGMS, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.
 - v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.
 - vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.
- B. Financial Statements.
- Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements for the audit period.

4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

A. Audits.

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:

- i. HHS portal at <https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau> or,
- ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements.

Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:

- i. HHS portal at <https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau>; or,
- ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 WARRANTY

Grantee warrants that all work under this Grant Agreement shall be completed in a manner consistent with standards under the terms of this Grant Agreement, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Grant Agreement; and all deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Grantee has failed to complete work timely or to perform satisfactorily under conditions required by this Grant Agreement, the System Agency may require Grantee, at its sole expense, to:

- i. Repair or replace all defective or damaged work;
- ii. Refund any payment Grantee received from System Agency for all defective or damaged work and, in conjunction therewith, require Grantee to accept the return of such work; and,
- iii. Take necessary action to ensure that Grantee's future performance and work conform to the Grant Agreement requirements.

5.2 GENERAL AFFIRMATIONS

Grantee certifies that, to the extent affirmations are incorporated into the Grant Agreement, the Grantee has reviewed the affirmations and that Grantee is in compliance with all requirements.

5.3 FEDERAL ASSURANCES

Grantee further certifies that, to the extent federal assurances are incorporated into the Grant Agreement, the Grantee has reviewed the federal assurances and that Grantee is in compliance with all requirements.

5.4 FEDERAL CERTIFICATIONS

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, the Grantee has reviewed the federal certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Grant Agreement.

5.5 STATE ASSURANCES

Except to the extent of any conflict under applicable law or requirements or guidelines of any federal awarding agency from which funding for this Grant Agreement originated, the Grantee must comply with the applicable state assurances included within the TxGMS which are incorporated here by reference.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

- A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
- B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
- C. Grantee agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
- D. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
- E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

6.2 GRANTEE'S PRE-EXISTING WORKS

- A. To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Grant Agreement ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works.
- B. Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.

- C. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 THIRD PARTY IP

- A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.
- B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.
- C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this Article VI, Intellectual Property.

6.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Grant Agreement or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Grant Agreement. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Grant Agreement without the prior written consent of System Agency.

6.6 SURVIVAL

The provisions and obligations of this Article survive any termination or expiration of the Grant Agreement.

6.7 SYSTEM AGENCY DATA

- A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.
- B. Grantee has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.

- C. For the avoidance of doubt, Grantee is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
- D. Grantee shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
- E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

- A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.
- B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
- C. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
- D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.
- E. During the time that State Property is in the possession of Grantee, Grantee shall be responsible for:
 - i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and
 - ii. all charges attributable to Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

7.2 DAMAGE TO STATE PROPERTY

- A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Grantee or Grantee's employees, agents, Subcontractors, or suppliers, Grantee shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
- B. Grantee shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Grantee shall reimburse System Agency and the State of Texas for such property damage within ten (10) calendar days after Grantee's receipt of System Agency's notice of amount due.

7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Grant Agreement is terminated for any reason or expires, State Property remains the property of the System Agency and must be returned to the System Agency by the earlier of the end date of the Grant Agreement or upon System Agency's request.

7.4 EQUIPMENT AND PROPERTY

All equipment and property acquired by Grantee, with funds awarded under this Grant Agreement, are subject to all applicable laws and governing authority including, but not limited to, applicable provisions of 2 CFR 200 and TxGMS. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

8.1 RECORD MAINTENANCE AND RETENTION

- A. Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives all information required to determine compliance with the terms and conditions of this Grant Agreement and all state and federal rules, regulations, and statutes. Grantee shall ensure these same requirements are included in all subcontracts.
- B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation, or disputes involving the Grant Agreement are resolved, whichever is later. Grantee shall ensure these same requirements are included in all subcontracts.

8.2 AGENCY'S RIGHT TO AUDIT

- A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas. Grantee shall ensure these same requirements are included in all subcontracts.
- B. In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Grant Agreement. Grantee shall permit the System Agency or any of its duly authorized federal, state, or local authorities unrestricted access to and the right to examine all external contracts and or pricing models or methodologies related to the Grant Agreement. Grantee shall ensure these same requirements are included in all subcontracts. If the Grant Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency

providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.

- C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of oversight, including, but not limited to, reviews, inspections, audits and investigations, Grantee shall produce original documents related to this Grant Agreement.
- D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings and payments related to the Grant Agreement, including those related to a Subcontractor.
- E. Grantee shall include the System Agency's and any of its duly authorized representatives', as well as duly authorized federal, state, or local authorities, unrestricted right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, inspection or investigation of the Grant Agreement and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the services, Grantee must provide to HHS upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Grant Agreement.
- C. Grantee shall include the requirement to provide to System Agency (and any of its duly authorized federal, state, or local authorities) internal audit reports related to this Grant Agreement in any Subcontract it awards. Upon request by System Agency, Grantee shall enforce this requirement against its Subcontractor. Further, Grantee shall include in any Subcontract it awards a requirement that all Subcontractor Subcontracts must also include these provisions.

8.4 STATE AUDITOR'S RIGHT TO AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Grantee shall ensure the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

8.5 CONFIDENTIALITY

Grantee shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This Article VIII will survive termination or expiration of this Grant Agreement. Further, the obligations of Grantee under this Article VIII will survive termination or expiration of this Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES

9.1 REMEDIES

- A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to the following:
- i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
 - ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
 - iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
 - iv. suspending all or part of the Grant Agreement;
 - v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
 - vi. recouping payments made by the System Agency to the Grantee found to be in error;
 - vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
 - viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is obtained;
 - ix. withholding release of new grant agreements; and
 - x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.
- B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.
- C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Grant Agreement, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

9.3 TERMINATION FOR CAUSE

- A. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Grant Agreement, in whole or in part, upon either of the following conditions:
- i. Material Breach**

The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.
 - ii. Failure to Maintain Financial Viability**

The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.
- B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Grant Agreement for cause, the Grantee shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute grantee and the cost of any claim or litigation attributable to Grantee's failure to perform any work in accordance with the terms of the Grant Agreement.

9.5 INHERENTLY RELIGIOUS ACTIVITIES

Grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may engage in inherently religious activities; however, these activities must be separate in time or location from the grant-funded program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. These requirements apply to all grantees, not just faith-based organizations.

9.6 POLITICAL ACTIVITIES

Grant funds cannot be used for the following activities:

- A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.
- B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.

- C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.
- D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

ARTICLE X. INDEMNITY

10.1 GENERAL INDEMNITY

- A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.**
- B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.**
- C. FOR THE AVOIDANCE OF DOUBT, SYSTEM AGENCY SHALL NOT INDEMNIFY GRANTEE OR ANY OTHER ENTITY UNDER THE GRANT AGREEMENT.**

10.2 INTELLECTUAL PROPERTY

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

- i. THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT;**
- ii. ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR**
- iii. SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT.**

10.3 ADDITIONAL INDEMNITY PROVISIONS

- A. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.**
- B. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.**
- C. GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.**

ARTICLE XI. GENERAL PROVISIONS

11.1 AMENDMENTS

Except as otherwise expressly provided, the Grant Agreement may only be amended by a written Amendment executed by both Parties.

11.2 NO QUANTITY GUARANTEES

The System Agency makes no guarantee of volume or usage of work under this Grant Agreement. All work requested may be on an irregular and as needed basis throughout the Grant Agreement term.

11.3 CHILD ABUSE REPORTING REQUIREMENTS

- A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.**
- B. Grantee shall use the Texas Abuse Hotline Website located at <https://www.txabusehotline.org/Login/Default.aspx> as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.**

11.4 CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS

- A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:**

- i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
 - ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
 - iii. Applying to all employees and visitors in this designated area; and
 - iv. Providing for or referring its employees to tobacco use cessation services.
- B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

11.5 INSURANCE AND BONDS

Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

These and all other insurance requirements under the Grant apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

11.6 LIMITATION ON AUTHORITY

- A. Grantee shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
- B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement to:
 - i. Make public policy on behalf of the System Agency;
 - ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
 - iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or

the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Grantee shall comply with all laws, regulations, requirements, and guidelines applicable to a Grantee providing services and products required by the Grant Agreement to the State of Texas, as these laws, regulations, requirements, and guidelines currently exist and as amended throughout the term of the Grant Agreement. Notwithstanding Section 11.1, Amendments, above, System Agency reserves the right, in its sole discretion, to unilaterally amend the Grant Agreement to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.8 SUBCONTRACTORS

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges System Agency is in no manner liable to any subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

11.9 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Grant Agreement any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Grant Agreement. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Grant Agreement.

11.10 INDEPENDENT CONTRACTOR

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

11.11 GOVERNING LAW AND VENUE

The Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit

arising under the Grant Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.12 SEVERABILITY

If any provision contained in this Grant Agreement is held to be unenforceable by a court of law or equity, such construction will not affect the legality, validity, or enforceability of any other provision or provisions of this Grant Agreement. It is the intent and agreement of the Parties this Grant Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Agreement will continue in full force and effect.

11.13 SURVIVABILITY

Expiration or termination of the Grant Agreement for any reason does not release Grantee from any liability or obligation set forth in the Grant Agreement that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Grant Agreement, including without limitation the provisions regarding return of grant funds, audit requirements, records retention, public information, warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.14 FORCE MAJEURE

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

11.15 NO IMPLIED WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Grant Agreement shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 FUNDING DISCLAIMERS AND LABELING

A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.

- B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency’s recognition or endorsement of the Grantee’s project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that “HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)” at HHS’s request.

11.17 MEDIA RELEASES

- A. Grantee shall not use System Agency’s name, logo, or other likeness in any press release, marketing material or other announcement without System Agency’s prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency’s prior written consent, and then only in accordance with explicit written instruction from System Agency.
- B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement with the System Agency’s prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements, that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

11.19 SOVEREIGN IMMUNITY

Nothing in the Grant Agreement will be construed as a waiver of the System Agency’s or the State’s sovereign immunity. This Grant Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Grant 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. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

11.20 ENTIRE CONTRACT AND MODIFICATION

The Grant Agreement 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 Grant Agreement will be harmonized with this Grant Agreement to the extent possible.

11.21 COUNTERPARTS

This Grant Agreement may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Grant Agreement.

11.22 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement.

11.23 E-VERIFY PROGRAM

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- A. all persons employed to perform duties within Texas during the term of the Grant Agreement; and
- B. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Grant Agreement within the United States of America.

11.24 CIVIL RIGHTS

- A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
 - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Grant Agreement.
- B. Grantee 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. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor 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. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages 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.
- D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters>
- E. Grantee agrees to comply with Executive Order 13279, and its implementing 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 shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

- F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
- G. Grantee must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. 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:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885
Email: HHSCivilRightsOffice@hhsc.state.tx.us

11.25 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

Grantee shall conform to HHS standards for data management as described by the policies of the HHS Office of Data, Analytics, and Performance. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.26 DISCLOSURE OF LITIGATION

- A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or pending involving the Grantee. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Grantee must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Grant Agreement or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the Grantee's financial condition.
- B. This is a continuing disclosure requirement; any litigation commencing after Grant Agreement Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.27 NO THIRD PARTY BENEFICIARIES

The Grant Agreement is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Grant Agreement as a third-party beneficiary or otherwise.

11.28 BINDING EFFECT

The Grant Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.



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: Tricia C. Elliott, MD, FAAFP

Company: Tarrant County Hospital District

Street Address: 1500 S. Main St.

City, State, Zip: Fort Worth, TX 76104

Phone: (817) 702-5913

Fax: (817) 702-6768

Email: Grants@jpshealth.org

Signature: *Tricia Elliott, MD*
BD0CF3A70C13407...

Date: 02/23/26 | 2:41 PM CST

STATE OF TEXAS §

§ AMENDED BUSINESS ASSOCIATE AGREEMENT

COUNTY OF TARRANT §

This Business Associate Agreement (“BA Agreement”) is between Tarrant County, Texas, (“COUNTY”), and **Tarrant County Hospital District**. (“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 **Tarrant County Hospital District**.

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 **April 1, 2026** 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:

Tarrant County Hospital District
1500 S. Main Street
Fort Worth, TX 76104
Attn: Karen Duncan, MD

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 them 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. Tarrant County Hospital District 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 Attachment 7, 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 23 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 A	Part B	State Services	EHE
1. Subrecipient Name	Tarrant County Hospital District (JPS)	Tarrant County Hospital District (JPS)	Tarrant County Hospital District (JPS)	Tarrant County Hospital District (JPS)
2. Subrecipient DUNS Number	068368901	068368901	068368901	068368902
3. Federal Award Identification Number (FAIN)	2 H89HA00047-31-00	Contract # HHS001122200005	Contract #HHS001317000005 (State Funds)	5 UT8HA33961-06-00
4. Federal Award Date	January 2026 (Subject to #2 CFR 200)	January 2026 (Subject to #2 CFR 200)	May 2025	January 2025 (Subject to #2 CFR 200)
Subaward Period of Performance Start and End Date	March 1, 2026- February 28, 2027	April 1, 2026 - March 31, 2027	September 1, 2025 - August 31, 2026	March 1, 2025 - February 28, 2026
Amount of Federal Funds Obligated by This Action	\$0	\$350,644	\$0	\$0
Total Amount of Federal Funds Obligated to the Subrecipient	\$613,842	\$350,644	\$702,498	\$314,250
8. Total Amount of the Federal Award	\$1,639,132	\$1,219,545	\$1,044,642	\$1,259,554
Federal Award Project Description, as required by FFATA	HIV Emergency Relief Project Grants	Pass-through Grant from HRSA through DSHS for HIV & AIDS Services	HIV/SRV5 HIV/STD Prevention and Care Branch State Services	Ending the HIV Epidemic: A Plan for America - Ryan White HIV/AIDS Program Parts A and B
10. Name of Federal Awarding Agency	Health Resources & Service Administration (HRSA)	Pass-through from HRSA to Texas Department of State Health Services (DSHS)	Pass-through from HRSA to Texas Department of State Health Services (DSHS)	Health Resources & Service Administration (HRSA)
11. Pass-Through Entity	Tarrant County	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	Tarrant County 100 E. Weatherford Street Fort Worth, TX 76196-0001
13. CFDA Number and Name	93.914 HIV Emergency Relief Project Grants	93.917 HIV Care Formula Grants	HIV/SRV5 HIV/STD Prevention and Care Branch State Services	93.686 Ending the HIV Epidemic: A Plan for America - Ryan White HIV/AIDS Program Parts A and B
14. Identification if the Award is R&D	N/A	N/A	N/A	N/A
15. Indirect Cost Rate	N/A	N/A	N/A	N/A



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 5

Department: HIV Administrative
Agency

Prepared By: Dulce Lozano

Approved By: Lisa McKamie-Muttiah

SUBJECT:

Consideration of Amendment No. 2 to the Fiscal Year 2025-2026 Texas Department of State Health Services Ryan White Treatment Extension Act Part B Subrecipient Contract with Tarrant County Hospital District

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider Amendment No. 2 to the Fiscal Year 2025-2026 Texas Department of State Health Services (DSHS) Ryan White Treatment Extension Act Part B (Part B) subrecipient contract with Tarrant County Hospital District (JPS).

BACKGROUND

The Texas DSHS provides annual Ryan White Treatment Extension Act Part B grant funding to support the provision of essential health and support services to people living with HIV in the Tarrant County Health Services Delivery Area (HSDA). Tarrant County has received Part B funding from DSHS for more than 20 years.

On February 08, 2022, the Commissioners Court, through Court Order #137447, approved the FY 2022-2023 DSHS Part B grant contract renewal in the amount of \$1,718,966.00.

On February 07, 2023, the Commissioners Court, through Court Order #140209, approved Amendment No. 1 the FY 2023-2024 DSHS Part B grant contract renewal in the amount of \$1,320,878.00, for a total award of \$3,039,844.00.

On January 23, 2024, the Commissioners Court, through Court Order #142523, approved Amendment No. 2 the FY 2024-2025 DSHS Part B grant contract renewal in the amount of \$1,099,456.00, for a total award of \$4,139,300.00.

On November 19, 2024, the Commissioners Court, through Court Order #144224, approved Amendment No. 3 the FY 2024-2025 DSHS Part B grant contract renewal in the amount of \$60,000.00, for a total award of \$4,199,300.00.

On February 4, 2025, the Commissioners Court, through Court Order #144707, approved Amendment No. 4 to the FY 2025-2026 DSHS Part B grant contract renewal in the amount of \$1,279,153.00 for a total award of \$5,478,453.00.

JPS has been delivering HIV treatment services for more than twenty-five (25) years and is the safety-net hospital in Tarrant County that delivers quality health care services to the area's most vulnerable populations. This contract supports services such as Food Bank, Medical Transportation, and Oral Health Care.

On April 15, 2025, the Commissioners Court, through Court Order #145063, approved the FY 2025-2026 Texas DSHS Part B contract with JPS in the amount of \$330,409.00.

On January 13, 2026, the Commissioners Court, through Court Order #146541, approved Amendment No. 1 to the FY 2025-2026 contract with JPS to decrease funding by \$58,407.00, for a total of \$272,002.00.

With the approval of Amendment No. 2 to the subrecipient contract with JPS, funding will increase in the amount of \$123,247.00, for a total of \$395,249.00.

The Part B project period is April 1, 2022, through March 31, 2026. The grant budget period is April 1, 2025, through March 31, 2026.

The recommended contract is as follows:

JPS – Total reimbursement shall not exceed \$395,249.00.

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 B Funding: Grant-2004 E0032-2026 Texas Department of State Health Services (DSHS) Ryan White Treatment Extension Act Part B (Part B) /1132200000 HIV Subrecipients /569013 Subrecipient Services – net impact: \$123,247.00

PASSED AND APPROVED on March 10, 2026.

**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.

Attachments

[Part B FY25-26 Amendment No. 2 \(JPS\)](#)

Amendment No. 2 to Attachment No. A1-2025008
 DSHS Part B, Tarrant County Hospital District, DSHS No. HHS001122200005
 April 1, 2025, through March 31, 2026

1. Scope of Work

Tarrant County Hospital District accepts this Amendment and will revise the Work Plan to fulfill the Amendment’s goals. Total funding, including this Amendment, is \$395,249.00. The following service categories will change:

Increase \$123,247.00 Part B Outpatient/Ambulatory Health Services for a total of \$189,840.00

PART B FY 25-26 (04/01/25-03/31/26) Service Categories	CURRENT BUDGET			REVISED BUDGET		
	\$ Amount	# Clients	# Units	\$ Amount	# Clients	# Units
Medical Transportation	\$ 30,409.00	225	760	\$ 30,409.00	225	760
Outpatient/Ambulatory Health Services	\$ 66,593.00	25	150	\$ 189,840.00	175	500
Oral Health Care	\$ 175,000.00	150	914	\$ 175,000.00	150	914

2. Special Provisions

PART B FY 25-26 (04/01/25-03/31/26)			
Budget Line Item	Current Budget	Revised Budget	
Personnel	\$ 58,168.35	\$ 58,168.35	
Fringe	\$ 22,028.58	\$ 22,028.58	
Travel	\$ -	\$ -	
Equipment	\$ -	\$ -	
Supplies	\$ 38,893.98	\$ 38,893.98	
Contractual	\$ 134,237.55	\$ 257,484.55	
Other	\$ 18,673.54	\$ 18,673.54	
Total Part B FY 25-26 Budget	\$ 272,002.00	\$ 395,249.00	

Total reimbursements will not exceed \$395,248.00, of which ten percent (10%) may be used for administrative costs.

3. 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 Hospital District
1500 S. Main St.
Fort Worth, TX 76104
Attn: Grants and Contracts

DocuSigned by:

Tricia Elliott, MD

BDOCE3A70C13407...

By: _____

Title: Sr VP Academic & Research Affairs

Date: 02/26/26 | 6:30 PM CST

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**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 7

Department: HIV Administrative
Agency

Prepared By: Dulce Lozano

Approved By: Lisa McKamie-Muttiah

SUBJECT:

Consideration of Amendment No. 2 to 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 Amendment No. 2 to 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 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 (TC-HIVAA) administers the grant funding and subcontracts with community organizations to deliver high-quality services.

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: outpatient ambulatory health services, prescription assistance, and case management.

On August 19, 2025, the Commissioners Court, through Court Order #145732, approved the FY 2025-2026 HRSA Part D Notice of Award (NOA) in the amount of \$330,169.00.

On September 16, 2025, the Commissioners Court, through Court Order #145928, approved Amendment No. 1 to the FY 2025-2026 HRSA Part D NOA in the amount of \$235,840.00 for a total of \$566,009.00.

On September 16, 2025, the Commissioners Court, through Court Order #145927, approved the FY 2025-2026 HRSA Part D Subrecipient Contract with CAN for a total of \$271,558.00.

On November 11, 2025, the Commissioners Court, through Court Order #146239, approved Amendment No. 1 to the FY2025-2026 HRSA Part D Subrecipient Contract with CAN in the amount of \$189,793.00, for a total of \$461,321.00.

On February 10, 2026, the Commissioners Court, through Court Order #146662, approved Amendment No. 2 to the FY 2025-2026 HRSA Part D NOA in the amount of \$68,617.00, for a total of \$634,626.00.

With approval of Amendment No. 2 to the FY 2025-2026 HRSA Part D Subrecipient Contract with CAN, funding will increase by \$68,617.00 for a total of \$529,938.00.

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 recommended contract is as follows:

CAN – Total reimbursement shall not exceed \$529,938.00.

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 Carryover Funding: Grant-2004 E0025-2026 Health Resources and Services Administration (HRSA) Part D/1132230000 Carryover HIV Subrecipients/569013 Subrecipient Services – net impact \$68,617.00

PASSED AND APPROVED on March 10, 2026.

**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.

Attachments

[Part D FY25-26 Amendment No. 2 \(CAN\)](#)

Amendment No. 2 to Attachment No. A1-2025014
 RYAN WHITE PART D, CAN Community Health Inc., HRSA No. 6 H12HA24819-13-01
 August 1, 2025, through July 31,2026

1. Scope of Work

CAN Community Health Inc. accepts this Amendment and will revise the Work Plan to fulfill the Amendment’s goals. Total funding, including this Amendment, is \$529,938.00. The following service categories change:

Increase	\$3,000.00	Part D CYO	Emergency Financial Assistance – Other for a total of \$3,000.00
Increase	\$37,292.00	Part D CYO	Housing Services for a total of \$37,292.00
Increase	\$5,000.00	Part D CYO	Medical Transportation for a total of \$5,000.00
Increase	\$23,325.00	Part D CYO	Outpatient/Ambulatory Health Services for a total of \$23,325.00

Part D FY 25-26 (08/01/2025-07/31/2026)

Service Categories	CURRENT BUDGET			REVISED BUDGET		
	\$ Amount	# Clients	# Units	\$ Amount	# Clients	# Units
Administration	\$ 14,000.00	-	-	\$ 14,000.00	-	-
AIDS Pharmaceutical Assistance (LPAP/CPAP)	\$ 20,000.00	60	400	\$ 20,000.00	60	400
Emergency Financial Assistance	\$ 9,000.00	5	5	\$ 9,000.00	5	5
Emergency Financial Assistance - Other	\$ 11,000.00	16	16	\$ 11,000.00	16	16
Housing Services	\$ 115,800.00	50	95	\$ 115,800.00	50	95
Medical Case Management	\$ 84,520.00	150	1,850	\$ 84,520.00	150	1,850
Medical Transportation	\$ 6,000.00	100	500	\$ 6,000.00	100	500
Mental Health Services	\$ 7,500.00	45	75	\$ 7,500.00	45	75
Other Professional Services - Legal	\$ 1,500.00	5	5	\$ 1,500.00	5	5
Outpatient/Ambulatory Health Services	\$ 109,512.00	125	1,600	\$ 109,512.00	125	1,600
Referral for Health Care and Support Services	\$ 74,989.00	150	708	\$ 74,989.00	150	708
Substance Abuse Outpatient Care	\$ 7,500.00	25	75	\$ 7,500.00	25	75

Part D CYO FY 25-26 (08/01/2025-07/31/2026)

Service Categories	CURRENT BUDGET			REVISED BUDGET		
	\$ Amount	# Clients	# Units	\$ Amount	# Clients	# Units
Emergency Financial Assistance - Other	\$ -	-	-	\$ 3,000.00	15	15
Housing Services	\$ -	-	-	\$ 37,292.00	28	28
Medical Transportation	\$ -	-	-	\$ 5,000.00	50	200
Outpatient/Ambulatory Health Services	\$ -	-	-	\$ 23,325.00	40	80

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2. Special Provisions

Part D FY 25-26 (08/01/2025-07/31/2026)

Budget Line Item	Current Budget	Revised Budget
Personnel	\$ 218,753.87	\$ 218,753.87
Fringe	\$ 38,867.13	\$ 38,867.13
Travel	\$ -	\$ -
Equipment	\$ -	\$ -
Supplies	\$ 31,400.00	\$ 31,400.00
Contractual	\$ 36,500.00	\$ 36,500.00
Other	\$ <u>135,800.00</u>	\$ <u>135,800.00</u>
Subtotal Part D FY 25-26 Budget	\$ 461,321.00	\$ 461,321.00

Part D CYO FY 25-26 (08/01/2025-07/31/2026)

Budget Line Item	Current Budget	Revised Budget
Personnel	\$ -	\$ -
Fringe	\$ -	\$ -
Travel	\$ -	\$ -
Equipment	\$ -	\$ -
Supplies	\$ -	\$ 9,705.00
Contractual	\$ -	\$ 13,620.00
Other	\$ -	\$ <u>45,292.00</u>
Subtotal Part D CYO FY 25-26 Budget	\$ <u>-</u>	\$ <u>68,617.00</u>
Total Part D and D CYO FY25-26 Budget	\$ 461,321.00	\$ 529,938.00

Total reimbursements will not exceed \$529,938.00, of which \$14,000.00 may be used for administrative costs.

3. Contract Execution

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.

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CAN COMMUNITY HEALTH INC.
4440 Fruitville Road
Sarasota, FL 34232
Attn: Rishi Patel



By: Rishi Patel (Feb 20, 2026 11:25:45 EST)
Title: President and CEO
Date: 20/Feb/26

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CAN Part D FY24-25 Amendment No. 2

Final Audit Report

2026-02-20

Created:	2026-02-20
By:	Ginny Garrison (ggarrison@cancommunityhealth.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAO1uvYkg1Lt4g9GsGA6hk5W40PSqQXI2d

"CAN Part D FY24-25 Amendment No. 2" History

-  Document created by Ginny Garrison (ggarrison@cancommunityhealth.org)
2026-02-20 - 4:24:42 PM GMT
-  Document emailed to Rishi Patel (rpatel@cancommunityhealth.org) for signature
2026-02-20 - 4:24:46 PM GMT
-  Email viewed by Rishi Patel (rpatel@cancommunityhealth.org)
2026-02-20 - 4:25:21 PM GMT
-  Document e-signed by Rishi Patel (rpatel@cancommunityhealth.org)
Signature Date: 2026-02-20 - 4:25:45 PM GMT - Time Source: server
-  Agreement completed.
2026-02-20 - 4:25:45 PM GMT



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 5

Department: HIV Administrative
Agency

Prepared By: Dulce Lozano

Approved By: Lisa McKamie-Muttiah

SUBJECT:

Consideration of Amendment No. 3 to the Fiscal Year 2025-2026 Health Resources and Services Administration Ryan White Treatment Extension Act Part A Provider Contract with Harvesting International Ministry Center, Inc.

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider Amendment No. 3 to the Fiscal Year 2025-2026 Health Resources and Services Administration (HRSA) Ryan White Treatment Extension Act Part A (Part A) provider contract with Harvesting International Ministry Center, Inc. (HIM).

BACKGROUND

Tarrant County has been awarded funding since 1996 under the Ryan White HIV/AIDS Program (RWHAP) Part A HIV Emergency Relief Grant Program. The purpose of this program is to provide direct financial assistance to the Fort Worth/Arlington Transitional Grant Area (TGA), which is severely affected by the HIV epidemic. The RWHAP allows the TGA to develop and enhance access to a comprehensive continuum of high-quality, community-based care for people with HIV who are low-income through the provision of formula, supplemental, and Minority AIDS Initiative (MAI) funds. The goal is to provide optimal HIV care and treatment for people with HIV who are low-income, uninsured, and underserved, to improve their medical outcomes. Tarrant County HIV Administrative Agency (TC-HIVAA) administers the grant funding and subcontracts with community organizations to deliver high-quality services.

For over two decades, HIM has partnered with local organizations to distribute healthy food and provide educational initiatives aimed at fostering self-sufficiency among underserved populations. This contract will support food bank services for people living with HIV.

On February 04, 2025, the Commissioners Court, through Court Order #144705, approved the FY 2025-2026 Ryan White Part A Notice of Award (NOA) for partial funding in the amount of \$1,002,747.00.

On April 02, 2025, the Commissioners Court, through Court Order #144953, approved the FY 2025-2026 provider contract with HIM not to exceed \$13,072.00.

On June 03, 2025, the Commissioners Court, through Court Order #145341, approved Amendment No. 1 to the FY 2025-2026 Ryan White Part A NOA in the amount of \$1,475,003.00, increasing funding to \$2,477,750.00.

On August 5, 2025, the Commissioners Court, through Court Order #145602, approved Amendment. No. 1 to the FY 2025-2026 provider contract with HIM to increase funding by \$19,226.00, for a total of \$32,298.00.

On December 09, 2025, the Commissioners Court, through Court Order #146465, approved Amendment No. 2 to the FY 2025-2026 provider contract with HIM to decrease funding by \$19,599, for a total of \$12,699.00.

With approval of Amendment No. 3 to the provider contract, funding will increase in the Food Bank service category by \$4,000.00, for a total of \$16,699.00.

The Part A project period is March 1, 2025, through February 29, 2028. The grant budget period is March 1, 2025, through February 28, 2026.

The recommended contract is as follows:

HIM – Total reimbursement shall not exceed \$16,699.00

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 A Funding: Grant-2004 E0028-2026 Health Resources and Services Administration (HRSA) Ryan White Treatment Extension Act Part A (Part A) /1132200000 HIV Subrecipients /569011 Professional Services – net impact: \$4,000.00

PASSED AND APPROVED on March 10, 2026.

**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.

Attachments

[Part A FY25-26 Amendment No. 3 \(HIM\)](#)

Amendment No. 3
 RYAN WHITE PART A, Harvesting International Ministry Center, Inc., HRSA No. 5 H89HA00047-30-02
 March 1, 2025, through February 28, 2026

1. Scope of Services

Harvesting International Ministry Center, Inc. accepts this Amendment and will revise the Work Plan to fulfill the Amendment’s goals. Total funding, including this Amendment is \$16,699.00. The following contract amount changed:

Increase Part A \$4,000.00 Food Bank/Home Delivered Meal services for a total of a total of \$16,699.00

PART A FY 25-26 (03/01/25-02/28/26)	CURRENT BUDGET			REVISED BUDGET		
Service Categories	\$ Amount	# Clients	# Units	\$ Amount	# Clients	# Units
Food Bank	\$ 12,699.00	53	367	\$ 16,699.00	60	527

2. Special Provisions

PART A FY 25-26 (03/01/25-02/28/26)

Budget Line Item	Current Budget	Revised Budget
Personnel	\$ -	\$ -
Fringe	\$ -	\$ -
Travel	\$ -	\$ -
Equipment	\$ -	\$ -
Supplies	\$ -	\$ -
Contractual	\$ -	\$ -
Other	\$ 12,699.00	\$ 16,699.00
Total Part A FY 25-26 Budget	\$ 12,699.00	\$ 16,699.00

Total Reimbursements will not exceed \$16,699.00, of which ten percent (10%) may be used for administrative costs.

3. Cost

The COUNTY will pay up to \$16,699.00 pursuant to this contract. COUNTY will pay within thirty (30) days of invoice receipt when the PROVIDER satisfies the following conditions:

- 3.1 PROVIDER will bill for services performed under this contract;
- 3.2 PROVIDER will bill at the rate of \$25.00 per one unit; one visit to food bank equals one unit of service;
- 3.3 PROVIDER will bill at the rate of \$25.00 per food bank delivery service;

3. Contract Execution


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.

Harvesting International Ministry Center, Inc.

150 S. 6th Avenue

Mansfield, Texas 76063

ATTN: Lisa Richardson

By: 
[Lisa Richardson \(02/25/2026 15:23:49 CST\)](#)

Title: President and CEO

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**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 47

Department: Housing Assistance
Office

Prepared By: Delilah Crowe, Executive
Secretary

Approved By: Wayne Pollard

SUBJECT:

Consideration of Housing Assistance Payments Contracts and/or Contract Amendments between Landlords and Tarrant County, d/b/a Tarrant County Housing Assistance Office

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider for approval the attached HAP Contracts and/or Contract Amendments executed between Tarrant County, d/b/a Tarrant County Housing Assistance Office (TCHAO), and the identified owners and/or management companies for Housing Choice Voucher Section 8 participants.

BACKGROUND

On March 22, 2016, the Commissioners Court, through Court Order #122227, delegated limited signatory authority to select Tarrant County Housing Assistance Office staff to sign HAP contracts and amendments on behalf of Tarrant County subject to Commissioners Court approval. The attached list of HAP Contracts and/or Contract Amendments executed between Tarrant County, d/b/a TCHAO and the identified owners and/or management companies for Housing Choice Voucher Section 8 participants are being submitted for approval by the Commissioners Court.

FISCAL IMPACT

HAP payments for the period of November 24, 2025, through February 08, 2026, total \$1,729,896.00. Funding is available in the following: GRANT -2004 / R0013-2050 HUD Section 8 / 5590200000 Housing Vouchers.

Attachments



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 1

Department: Human Resources

Prepared By: Jennifer Jones

Approved By: Roxie Held

SUBJECT:

Consideration of a Change to the Table of Organization - Budget and Risk Management Office

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the approval of a change to the Table of Organization for the Budget and Risk Management Office to downward re-class one (1) Assistant Director of Budget & Risk Management position effective March 11, 2026.

BACKGROUND

The Budget Office is requesting that one (1) vacant Grade MG5 Assistant Director of Budget & Risk Management position (#20002231) be downward re-classified to Grade MG4 Assistant Director of Risk Management position as it would ensure better alignment with department operations and organizational needs. A downward re-class is requested as this position will be primarily responsible for Risk Management. The Grade MG4 Assistant Director of Risk Management position description already exists and does not require Job Evaluation Committee review.

FISCAL IMPACT

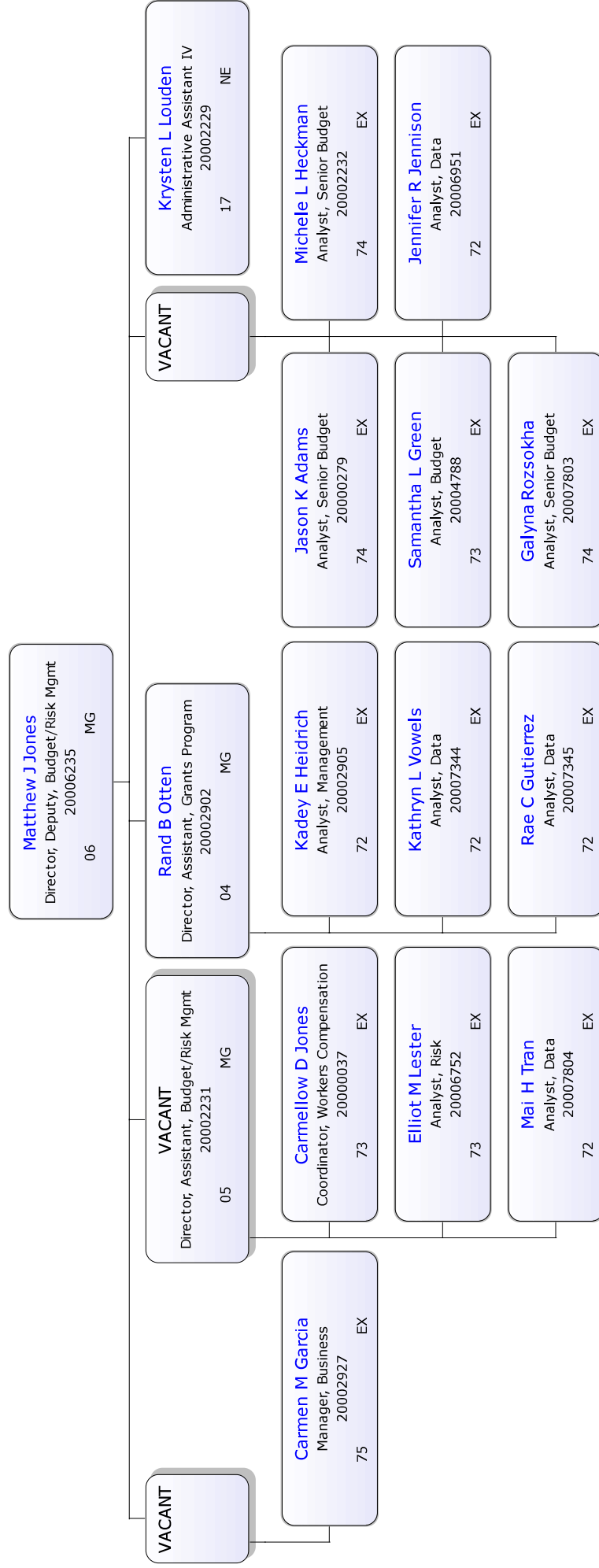
The Table of Organization salary change will result in decrease of \$12,500.83 including fringe benefits for FY26.

Attachments

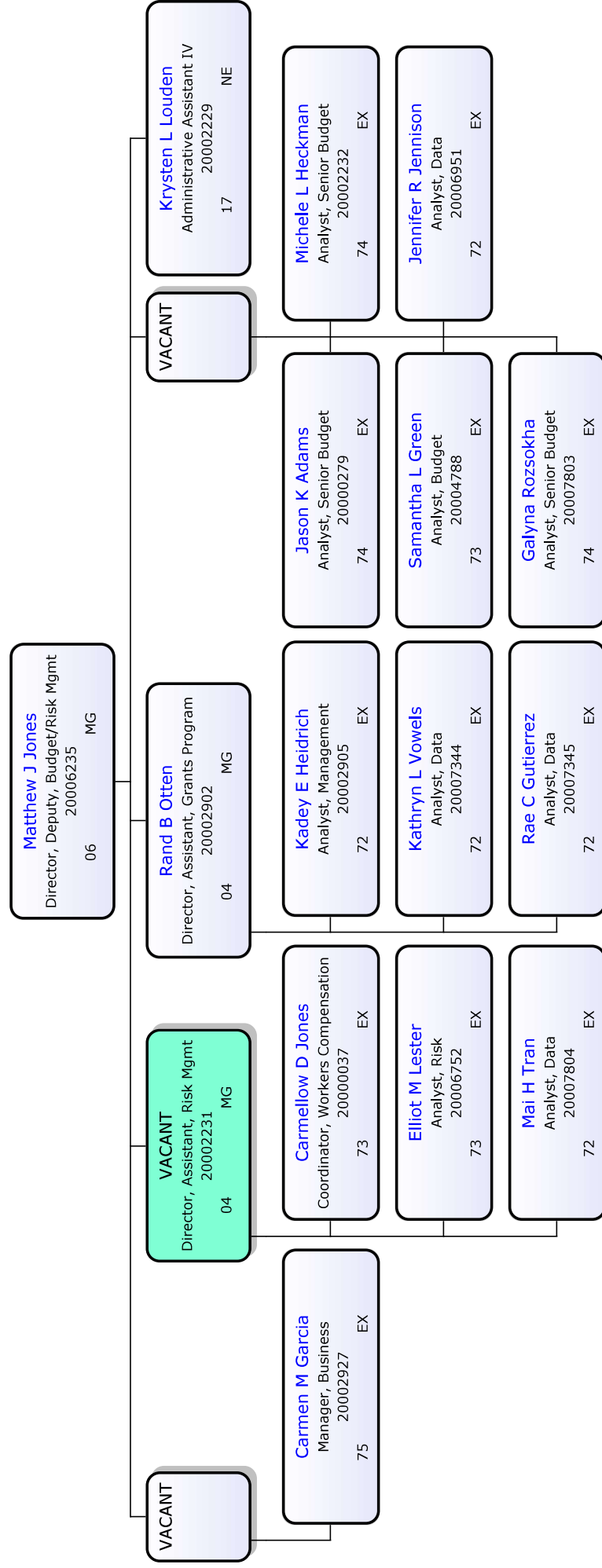
[Budget Org.pdf](#)

[03-10-2026 TO Change-Budget.pdf](#)

Current
Budget Office



Proposed
Budget Office
Effective: March 11, 2026



Proposed Position Title, and Grade	Proposed Organizational Unit	Proposed Job Number	Proposed Cost Center	Proposed Fund	Effective Date
Assistant Director of Risk Management	10000821-Budget-Risk Management	20002231	1220100000	10000-2026	3/11/2026



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 1

Department: Human Resources

Prepared By: Jennifer Jones

Approved By: Roxie Held

SUBJECT:

Consideration of a Change to the Table of Organization - County Clerk's Office

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the approval of a change to the Table of Organization for the County Clerk's Office to downward re-class one (1) Assistant Vital Records Manager position effective March 11, 2026, and add one (1) Assistant Vital Records Manager position effective April 1, 2026.

BACKGROUND

The County Clerk's Office is requesting that one (1) Grade 72 Assistant Vital Records Manager position (#20000192) be downward re-classed to Grade 71 Assistant Vital Records Manager position and add an additional Grade 71 Assistant Vital Records Manager position as it would align with the restructuring of the Vital Records management team to better align their operations with current organizational needs. The existing legacy structure no longer supports the level of oversight, communication, and staff development required for a high-volume, multi-location division. By transitioning to a model with two Grade 71 Assistant Vital Records Managers reporting directly to the Senior Manager, they can strengthen leadership capacity, improve communication flow, and attract applicants with the advanced skill sets needed for these roles. This adjustment also eliminates the need for a single Grade 72 Assistant Vital Records Manager as well as two Grade 17 Vital Records Supervisors (20007109 and 20000198) who were operating slightly outside of their skill set, creating a more efficient and appropriately aligned structure. All three of these positions will be vacant, allowing us to conduct interviews and select the most qualified individuals to fill the new Grade 71 Assistant Vital Records Manager roles. Under the new model, one Assistant Vital Records Manager will be assigned to the Plaza, our central operational hub, while the second will support teams at the sub-courthouse locations to ensure consistent supervision and improved service delivery. The structure also establishes two designated trainers and a refresher-training function, which will enhance staff readiness and reduce operational errors. Overall, this restructuring will improve efficiency, strengthen accountability, and generate long-term savings for taxpayers. The Grade 71 Assistant Vital Records Manager position description already exists and does not require Job Evaluation Committee review.

FISCAL IMPACT

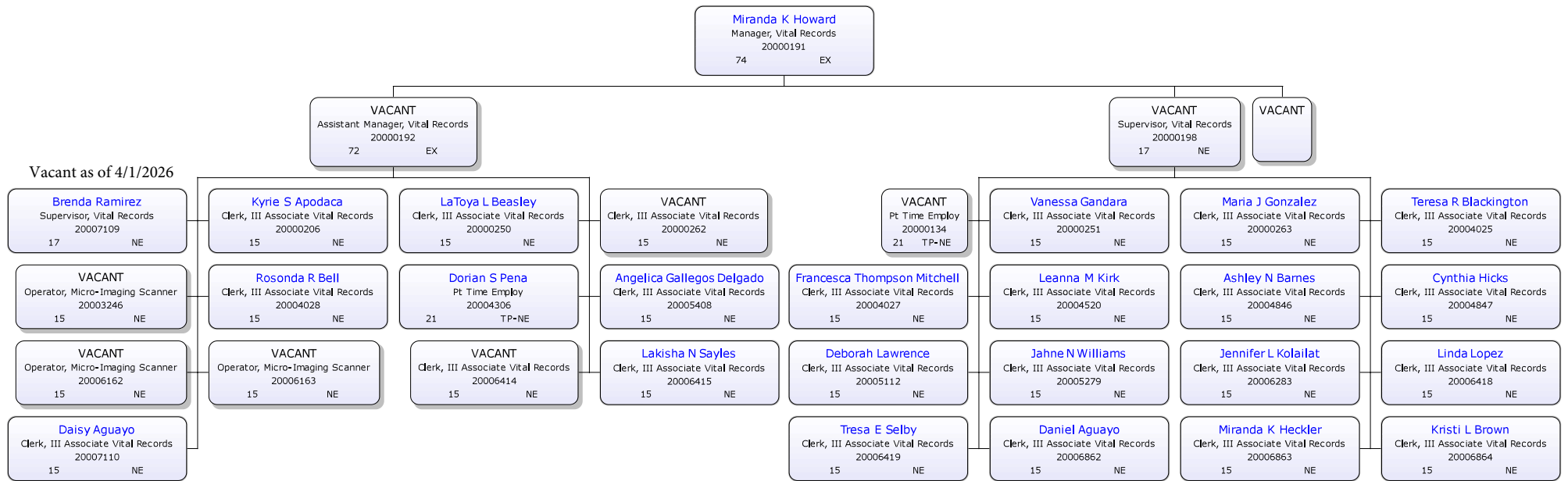
The Table of Organization salary change will result in decrease of \$35,065.42, including fringe benefits for FY 2026.

Attachments

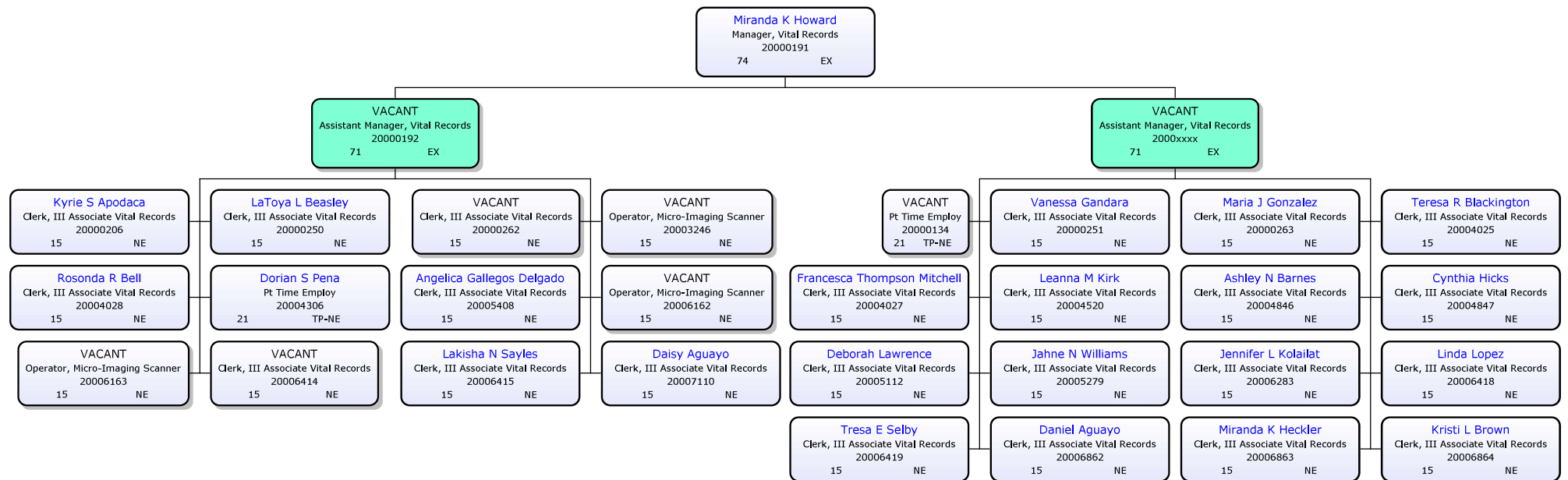
[County Clerk Org.pdf](#)

[02-10-2026 TO Change-County Clerk.pdf](#)

Current County Clerk's Office



Proposed
 County Clerk Office
 Effective: March 11, 2026



Proposed Position Title, and Grade	Proposed Organizational Unit	Proposed Job Number	Proposed Cost Center	Proposed Fund	Effective Date
Assistant Vital Records Manager	10000352-County Clerk-Vital Records	20000192	4820101000	10000-2026	3/11/2026
Assistant Vital Records Manager	10000352-County Clerk-Vital Records	TBD	4820101000	10000-2026	3/11/2026



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 1

Department: Human Resources

Prepared By: Jennifer Jones

Approved By: Roxie Held

SUBJECT:

Consideration of a Change to the Table of Organization – Information Technology

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the approval of a change to the Table of Organization for the Information Technology Office to downward reclass one (1) Senior Project Manager position effective March 11, 2026.

BACKGROUND

The Information Technology Office is requesting that one (1) Grade 91 Senior Project Manager position (#20006247) be downward reclassified to Grade 90 IT Resource Supervisor position as it would adequately align resources within the department. The role would be moving from managing multi-stakeholder, cross-functional projects with high complexity and full budget accountability to overseeing a single team's workflow, routine processes, and operational tasks without independent budget authority. Decision-making will transition from independent sequencing, vendor management, and change control to recommending process improvements and escalating major decisions, while external leadership responsibilities will be replaced by internal staff oversight and daily service delivery. This revised scope aligns with IT Resource Supervisor roles focused on operational leadership, SLA compliance, resource scheduling, and front-line support rather than strategic project management. The Grade 90 IT Resource Supervisor position description already exists and does not require Job Evaluation Committee review.

FISCAL IMPACT

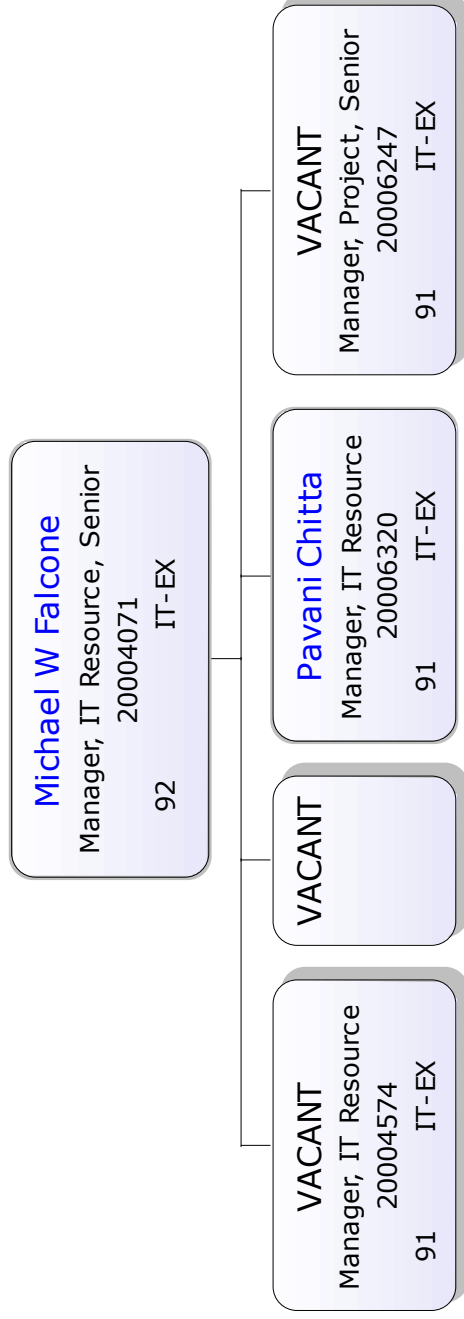
The Table of Organization salary change will result in decrease of \$18,572.83 including fringe benefits for FY 2026.

Attachments

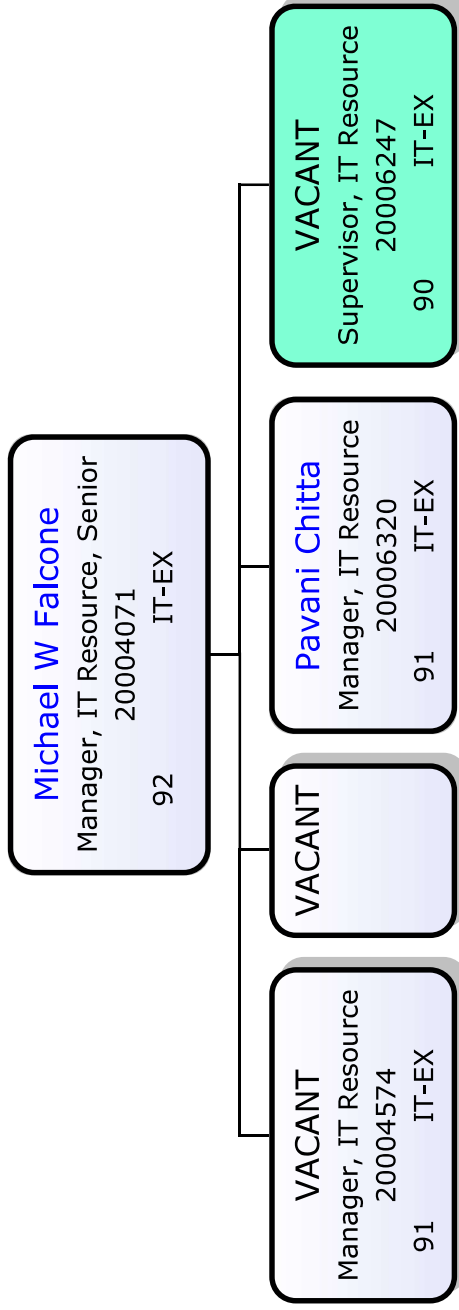
[02-10-2026 TO Change-Information Technology.pdf](#)

[IT Org.pdf](#)

Proposed Position Title, and Grade	Proposed Organizational Unit	Proposed Job Number	Proposed Cost Center	Proposed Fund	Effective Date
IT Resource Supervisor	10000059-Information Technology IJI	20006247	1810410000	10000-2026	3/11/2026



Proposed
Information Technology
Effective: March, 11, 2026





**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 8

Department: Juvenile Services

Prepared By: Christina Mayo

Approved By: Riley Shaw

SUBJECT:

Consideration of 2026 Memorandum of Understanding between Tarrant County, d/b/a Tarrant County Juvenile Services and Lena Pope Home, Inc. Regarding Support of the Community Resource Coordination Group Coordinator Position

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that Commissioners Court consider the 2026 Memorandum of Understanding (MOU) between Lena Pope Home, Inc. And Tarrant County Juvenile Services.

BACKGROUND

The Texas Government Code, Subchapter B, Section 531.055 was enacted with the intent to promote a statewide system of local-level interagency staffing groups called Community Resource Coordination Groups (CRCG) to coordinate services for persons of any age in need of multi-agency services.

The Tarrant County CRCG is comprised of representatives from TCJS, ACH Child and Family Services, Alliance for Children, Cook Children's Hospital, Tarrant County Hospital District, MHMR of Tarrant County and Youth Advocate Programs, Inc., two (2) co-chairs and one (1) coordinator. The CRCG Coordinator is responsible for serving as the primary contact for families needing referrals to CRCG and for the CRCG committee members. Responsibilities include but are not limited to being the first point of contact for families and providers seeking CRCG assistance, scheduling all CRCG meetings, preparing treatment plans for youth referred to CRCG based on the recommendations of the CRCG committee, maintaining client files and tracking service provision in the database, and acting as the point of contact for follow-up activities on CRCG family service plans.

On February 4, 2025, the Commissioners Court, through Court Order #144712, approved the most recent MOU with Lena Pope Home, Inc. and Tarrant County CRCG partner agencies to facilitate and formalize responsibilities with regard to the Tarrant County CRCG. The MOU also included the shared cost of the CRCG Coordinator position in an amount not to exceed \$3,243.00 for the 2025 calendar term ending on December 31, 2025.

With approval of this MOU, Lena Pope Home, Inc. will continue to supervise the CRCG Coordinator, and the cost of salary, benefits, and operation expenses of the CRCG coordinator position will be divided among the eight (8) participating agencies. Each agency's cost will not to exceed \$3,243.00. The term of the MOU is January 1, 2025 through December 31, 2025.

This MOU has been reviewed as to form by the District Attorney's Office and approved by the Tarrant County Juvenile Board at the January 21, 2026 Board meeting.

FISCAL IMPACT

Funding in the amount of \$3,243.00 is provided in 10000-2026 General Fund / 2610110000 Juvenile Services / 569011 Professional Services.

PASSED AND APPROVED on March 10, 2026.

**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.

Attachments

[MOU_CRCG](#)

LENA POPE

Memorandum of Understanding

Re: Community Resource Coordination Group (CRCG) - Coordinator Position

Memorandum of Understanding
between Lena Pope Home, Inc. and the following agencies:
ACH Child and Family Services
Alliance For Children
Cook Children's Hospital
Tarrant County Hospital District d/b/a JPS Health Network
MHMR of Tarrant County
✓ Tarrant County Juvenile Services
Youth Advocate Programs, Inc.

I. Purpose of Agreement

It is the purpose of this Memorandum of Understanding to facilitate and formalize responsibilities between Lena Pope Home, Inc. and the Partner Agencies with regard to the Tarrant County Community Resource Coordination Group (CRCG) specifically related to support for the position of the CRCG Coordinator and other operating activities of the CRCG.

II. Committee Description

The Texas Government Code, Subchapter B, Section 531.055 was enacted with the intent to promote a statewide system of local level interagency staffing groups (CRCG) to coordinate services for persons of any age in need of multi-agency services. CRCGs make it more likely for individuals and families to get the help they need before the situation becomes unsolvable. In many communities, CRCGs identify service gaps in their area and help plan for appropriate resources to meet their clients' needs. As a result, more people get the services and support they need.

The Tarrant County CRCG for children distinguishes itself from the Tarrant County CRCG for adults by the name of 'The Kid's Team', meets twice a month with families and family representatives to discuss the needs of children and develop a plan of care to address those needs. The CRCG is comprised of representatives from both public and private agencies with two co-chairs and one coordinator.



III. Responsibilities of Lena Pope Home, Inc.

Lena Pope Home, Inc. is responsible for:

- A. Hiring and providing supervision for a CRCG Coordinator who will work an average of 20 hours per week. The Coordinator is responsible for:
 - 1. Serving as the primary contact for families needing referrals to CRCG and for the CRCG committee members.
 - 2. Handling initial calls from families and providers seeking CRCG assistance.
 - 3. Scheduling all CRCG meeting dates, times, and locations.
 - 4. Formulating CRCG meeting agendas.
 - 5. Preparing treatment plans for youth referred to CRCG based on the recommendations of the CRCG committee.
 - 6. Collecting and submitting required data to HHSC as required.
 - 7. Maintaining client files and tracking service provision in client database, Evolv.
 - 8. Acting as the point of contact for follow-up activities on CRCG family service plans.
 - 9. Maintaining current CRCG Committee roster.
 - 10. Coordinating and integrating activities of the CRCG collaboration.
 - 11. Completing all agency required trainings.

- B. Fulfilling all of the responsibilities, including financial support, of a Partner Agency.
 - 1. As a partner agency, Lena Pope Home, Inc. will contribute a proportional share of the Coordinator position. This amount will be equal to that of the other Partner Agencies.
 - 2. Lena Pope Home, Inc. will never contribute less than the amount agreed to by all Partner Agencies, but may reduce its excess contribution amounts when program costs are less, or revenues are more, than budgeted projections.
 - 3. Lena Pope Home, Inc. will provide a meeting space to facilitate the bi-monthly CRCG meetings.
 - 4. Lena Pope Home, Inc. will provide the Coordinator with a work space, laptop, printer access, and a cell phone to conduct CRCG tasks.

LENA POPE

C. Serving as the fiscal agent for the CRCG:

1. Accept funds for the Coordinator position from Partner Agencies and administer those funds for wages, taxes, and related operating expenses of the CRCG.
2. Reporting to all Partner Agencies of the CRCG of monies collected, distributed and the balance of funds on hand. The reports are to be provided at a minimum of bi-annually and more often as requested by either of the CRCG Co-Chairs.

IV. Responsibilities of Partnering Agencies

Partnering agencies are responsible for:

- A. Providing staff to participate on the CRCG Committee to assist with plan development and promote access to needed services. Identified staff should have the ability to seek or commit agency resources and to promote a strengths-based, family centered approach to meeting the needs of individuals.
- B. Supporting the part-time Coordinator position and other program expenses at a cost of \$3,243.00 for the 2026 calendar year. This cost is computed by dividing the cost of the salary, benefits, and other operating expenses of the CRCG amongst the 8 participating agencies listed at the top of this document.
- C. Assisting in an annual evaluation of the Coordinator.
- D. Complying with HIPPA requirements that involve Protected Health Information (PHI) that is accessed, maintained, transmitted, used or disclosed during the CRCG process. Partnering agencies agree not to use or disclose PHI except as permitted and will take appropriate safeguards to prevent use or disclosure of PHI for purposes other than intended for CRCG service coordination.

V. Terms of this Agreement

Lena Pope Home, Inc., located at 3200 Sanguinet Street, Fort Worth, Texas, agrees to enter into a Memorandum of Understanding with Tarrant County Juvenile Services located at 2701 Kimbo Road, Fort Worth, TX 76111.

This agreement begins on January 1, 2026 and concludes on December 31, 2026.

Whether the result of expenditures that are less than budgeted or through the addition of Partner Agencies not listed herein, any funds remaining following payment of all liabilities incurred during the year covered by this agreement (January 1, 2026 through December 31, 2026) shall not be distributed to partnering agencies. These funds shall

LENA POPE

be carried over into future years for the purpose of paying for expenses anticipated in continuing activities of the CRCG. Withdrawal from participation by a Partner Agency at any point during the term of this agreement shall not affect this agreement regarding disposition of these funds, nor the obligation for payment in full of a full year's financial support by that Partner Agency.

Any participating agency may terminate their participation in this agreement upon thirty (30) days written notice to Lena Pope Home, Inc. or the Co-Chairs of the Community Resource Coordinator Group. Participating agencies choosing to terminate their participation in this agreement will not be eligible for reimbursement of any portion of the annual funding support committed to by this Memorandum.

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 "A"**, with the Texas Ethics Commission as required by law.

Electronic Signatures; Facsimile and Scanned Copies; Duplicate Originals; 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.

This document supersedes any previous oral or written agreement.

LENA POPE



Lena Pope Home, Inc. Representative's
Signature

CEO

Title

1/6/26

Date



Partner Agency Representative's
Signature

Director

Title

1-21-2026

Date

X

Alex Kim

Juvenile Board Interim Chairman

2701 Kimbo Road, Fort Worth, TX 76111

1/21/2026

Date

PASSED AND APPROVED on _____.

**COUNTY OF TARRANT
STATE OF TEXAS**

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

APPROVED AS TO FORM:

Separate Electronic Signature Page
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 \$ _____

Separate Electronic Signature Page
Auditor

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

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

Lena Pope Home, Inc.
Fort Worth, TX United States

Certificate Number:
2026-1406712

Date Filed:
01/09/2026

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

Date Acknowledged:

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-2026-100
Community Resource Coordination Group (CRCG)

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ward, Marce	Fort Worth, TX United States	X	
	Spiker, Sean	Fort Worth, TX United States	X	
	Martin, Nicholas	Fort Worth, TX United States	X	
	Bartolomei, Susanna	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 7-6-1968.

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 9th day of January 20 26.
(month) (year)

Ashley Barnes
Signature of authorized agent of contracting business entity
(Declarant)



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 4

Department: Juvenile Services

Prepared By: Christina Mayo

Approved By: Riley Shaw

SUBJECT:

Consideration of the Fiscal Year 2026 Contract Amendment No. 1 with Lena Pope Home, Inc. for a Police Officer at 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 Amendment No. 1 with Lena Pope Home, Inc. For expenses of a Fort Worth Police Officer at the Juvenile Justice Alternative Education Program (JJAEP)

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 JJAEP Campus to execute the mandated responsibility to operate the JJAEP in Tarrant County.

On September 16, 2025, the Commissioners Court, through Court Order #145939, approved a contract with Lena Pope Home, Inc., in the amount of \$113,748.00, for a full-time, certified police officer to provide security on campus for students enrolled in the JJAEP. The effective dates of the contract are October 1, 2025 through September 30, 2026.

Amendment No. 1 increases the not-to-exceed amount of the Contract by \$2,791.28.

This Amendment has been reviewed as to form by the District Attorney's Office and approved by the Tarrant County Juvenile Board at the January 21, 2026, Board meeting.

FISCAL IMPACT

Funding in the amount of \$2,791.28 is available in Grant 2004 / 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.

PASSED AND APPROVED on March 10, 2026.

**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.

Attachments

[Amd_No 1](#)

AMENDMENT NO. 1 TO THE POLICE OFFICER SERVICES –
LENA POPE HOME, INC.

This contract amendment revises the Cost Section in 4 to the POLICE OFFICER SERVICES contract with LENA POPE HOME, INC. by increasing the total not to exceed amount of the contract from \$113,748 to \$116,539.28, an increase of \$2,791.28;


The COUNTY will pay PROVIDER no more than an amount of \$116,539.28 annually.

All other terms and conditions contained in the original contract for services remain in full effect for the duration of the contract period.

Executed this the _____ day of _____, 2026, by Commissioners’ Court Order No. _____

TARRANT COUNTY
STATE OF TEXAS

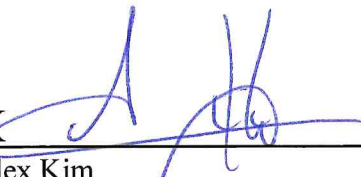
Lena Pope Home, Inc.

X  1-21-2026

Riley Shaw Date
Director of Juvenile Services
2701 Kimbo Road, Fort Worth, TX 76111

X _____

Ms. Ashley Barnes, Ph.D. Date
CEO
3200 Sanguinet Street, Fort Worth, TX 76107

X  1/21/2026

Alex Kim Date
Juvenile Board Chairman
2701 Kimbo Road, Fort Worth, TX 76111

PASSED AND APPROVED on _____.

**COUNTY OF TARRANT
STATE OF TEXAS**

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

APPROVED AS TO FORM:

Separate Electronic Signature Page
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 \$ 2,791.28

Separate Electronic Signature Page
Auditor

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

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

Lena Pope Home, Inc.
Fort Worth, TX United States

Certificate Number:
2026-1406633

Date Filed:
01/09/2026

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

Date Acknowledged:

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-2026-101
Police Officer Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ward, Marce	Fort Worth, TX United States	X	
	Spiker, Sean	Fort Worth, TX United States	X	
	Martin, Nicholas	Fort Worth, TX United States	X	
	Bartolomei, Susanna	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.

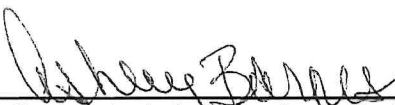
6 UNSWORN DECLARATION

My name is Ashley Barnes, and my date of birth is 7-6-1968.

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 9th day of January, 2026.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 1

Department: Law Library

Prepared By: Cara Sitton

Approved By: Cara Sitton

SUBJECT:

Consideration to Accept a Monetary Donation to the Dell DeHay Law Library

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court accept a monetary donation to the Dell DeHay Law Library.

BACKGROUND

The following donation is included in this action.

- Elizabeth Kelley Schneider - \$25.00

The monetary donation was sent in memory of Peggy Martindale, who devoted over 34 years of service to the County and passed away in 2025.

FISCAL IMPACT

Funds in the amount of \$25.00 will be deposited into the following account: 24100-2026 Law Library/4860100000 Law Library/484003 Other Revenue.



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 7

Department: Public Health

Prepared By: Gary Collins, Contract
Specialist

Approved By: Carmen Garcia

SUBJECT:

Consideration of a Tarrant County Women Infants and Children Employee to Participate in the Texas WIC Dietetic Internship Program

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the participation of a Nutritionist employed by the Women Infants and Children program at Tarrant County Public Health in the Texas WIC Dietetic Internship Program.

BACKGROUND

The mission of the Texas WIC Internship Program is to train competent entry-level Registered Dietitians to enhance the quality of nutrition services delivered to WIC participants. The program provides opportunities for nutritionists employed within the Texas WIC Program who have successfully completed an Accreditation Council for Education in Nutrition and Dietetics (ACEND) accredited Didactic Program in Dietetics to become Registered Dietitians while continuing to receive a full salary and up to \$1,500 in additional expense support. Applicants must be accepted into the program by Texas WIC.

Upon completion of the internship and successful passing of the Registered Dietitian credentialing exam, the employee will be required to continue employment with the Tarrant County WIC Program for a minimum of two years.

With approval, Tarrant County Public Health WIC will support a nutritionist selected to participate in the internship based on Texas WIC guidelines. If selected, the employee will participate in the internship from September 1, 2026, through July 31, 2027. The term of this agreement will be September 1, 2026 through September 30, 2027, to allow time for the employee to complete the internship and take the credentialing examination.

Tarrant County Human Resources has reviewed this program.

The District Attorney's Office has reviewed this agreement as to form.

FISCAL IMPACT

All associated costs related to this agreement to be paid through HHSC WIC Program / Grant-2004 / F0060-2026 & F0060-2027 / 5100705000 Health WIC Admin and 5100708200 Dietetic Internship / 588261 Education

PASSED AND APPROVED on March 10, 2026.

**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.

Attachments

[2027 Dietetic Internship Program.pdf](#)

Texas WIC Dietetic Internship

Supplemental Application Documents (2027 Class)

Submit to DICAS application no later than 3/31/2026

Contents

Applicant's employment status (to be completed by supervisor).....	1
Local Agency agreement for employee to participate in internship.....	2
Applicant agreement of participation requirements	3
Applicant agreement regarding employee obligation.....	4

Applicant's Employment Status

(To be completed by supervisor)

Applicant's Name: Lindsay Le
WIC Local Agency #: 054 Agency name: Tarrant County WIC Program
WIC Local Agency Director: Michelle Cummings, RD
Applicant's Supervisor: Denise Del Carmen

Number of WIC Registered Dietitians (RDs) employed at LA (those seeing clients, not admin): 1
Number of WIC nutritionists (non-RDs) employed at LA: 23
Approximate number of clients served per year by LA: 480,000

Is there a WIC RD in your agency that is available and willing to serve as a preceptor for the community supervised-practice rotation, which occurs June through July? Yes No

If yes, provide RD's name and email: Michelle Cummings, RD mfcummings@tarrantcountytexas.gov

If the applicant is selected for an internship, what new and/or expanded job duties will this person have after successfully completing the internship and passing the RD exam?
High risk referrals, special formula approval, eligibility for management positions

Will the applicant receive a salary increase after successfully completing the internship and passing the RD exam? (This will not affect applicant's selection.) Yes No Undecided

I, Denise Del Carmen, (applicant's supervisor) certify that the above-named applicant has maintained satisfactory work performance or better while employed at this WIC local agency.

Denise Del Carmen

Denise Del Carmen (02/04/2026 16:08:46 CST)

Signature of **applicant's supervisor** (if not the same as LA director)

2/4/2026

Date

Michelle Cummings

Michelle Cummings (02/04/2026 16:10:26 CST)

Signature of **WIC Local Agency Director**

2/4/26

Date

**WIC Local Agency Agreement for Employee
to Participate in Texas WIC Dietetic Internship**

Tarrant County WIC Program _____, *and its umbrella agency,*
(Name of WIC Local Agency)

Tarrant County _____, *hereby grant permission for*
(Name of Umbrella Agency)

Lindsay Le _____ *to participate in the Texas WIC*
(Name of Applicant)

Dietetic Internship for the period of January 2027 through July 2027, if selected.

If selected to be a Texas WIC dietetic intern, the applicant named above will:

Check one:

continue to be paid his/her regular salary during hours spent in internship,

OR

take leave without pay during hours spent in internship.

If the applicant is selected as an intern in the Texas WIC Dietetic Internship, the local agency and umbrella agency named above agree to have the employee/intern sign a Letter of Agreement with the agency regarding employee obligation to work for the agency for a minimum of 24 months full-time, or the equivalent part-time, after the passing the RD exam. The Letter of Agreement will stipulate a financial payback should the employee resign prior to completion of the obligation. For a template of the agreement contact the internship director.


Michelle Cummings (02/04/2026 16:10:26 CST)

Signature of WIC Local Agency Director

2/4/26

Date

Signature of Umbrella Agency

Date

Applicant Agreement of Participation Requirements*

Applicants Name: Lindsay Le (Type or print)

If accepted into the TX WIC Dietetic Internship, I will provide my own transportation to the various locations and facilities to complete the required supervised learning experiences. I agree to obtain a laptop computer with Microsoft PowerPoint, Excel, Word, and Adobe Acrobat Reader, a printer, scanner, internet access, and an e-mail address other than my WIC work email address. I agree to have these accessible beginning September 1st of the year I apply and throughout the entire internship.

I understand that if one or more of my assigned supervised practice facilities is outside my geographic area, I may be required to find and pay for temporary housing for up to 12 weeks of the program. If agency funding is provided from the state agency, my agency will reimburse me for up to \$1,500 of travel or other internship expenses for the period of January through July of the internship year, but I may be responsible for any amounts over \$1,500.

I understand that I must be current on all immunizations and will comply with immunization requirements, drug screen requirements and background check requirements of the internship **and** the facilities where I am placed.

Failure to comply with any of the above requirements will be considered reason for dismissal from the internship.

Lindsay Le Digitally signed by Lindsay Le
Date: 2026.02.04 11:37:08 -06'00'
Signature of applicant

2/4/2026
Date

* Note the above requirements are in addition to other policies and procedures that interns are to follow. A complete list of these policies and procedures is available in the intern manual provided upon acceptance. Agreement to follow those policies is obtained at time of orientation of new interns.

Applicant Agreement

Acknowledgement of Work Obligation and Pay-Back Requirement for Non-Completion

I, Lindsay Le, (typed or printed name of applicant)

acknowledge that if I am accepted into the Texas WIC Dietetic Internship, that I will sign a Letter of Agreement with my umbrella agency regarding my obligation to work for my WIC local agency for a minimum of **24 months** full-time or the equivalent part-time after passing the RD exam. (For example, if full time employment at the agency is 40 hours and the employee works 20 hours per week, then 48 months obligation is required). The Letter of Agreement will stipulate a financial payback to this agency if I resign employment or am terminated before completion of the obligation. I agree that if I leave the internship after the successful completion of the initial probation period (the first 120 hours of supervised experiences and MNT seminar), I will be required to make monetary restitution to my agency. If I am dismissed from the internship before the initial probation period ends, I may be asked to make monetary restitution to my agency.

Lindsay Le

Signature of Applicant

Digitally signed by Lindsay Le
Date: 2026.02.04 11:38:37 -06'00'

2/4/2026

Date



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 3

Department: Purchasing

Prepared By: Stefani Felipe

Approved By: Christopher Lax, CPSM,
CPSD, CPCP

SUBJECT:

Bid No. F2026070 - Sale of Recycled Paper for 40+ Tons of Sorted White Ledger, 40+ Tons of Sorted Office Paper, and 40+ Tons of Old Corrugated Cardboard - Facilities Management - Per Unit Price

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

Bid award information will be incorporated into this item prior to the scheduled Commissioners Court meeting.

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award Bid No. F2026070, Sale of Recycled Paper for 40+ Tons of Sorted White Ledger Paper, 40+ Tons of Sorted Office Paper and 40+ Tons of Old Corrugated Cardboard Paper, for Facilities Management, to the following vendors at the per unit price:

ADD IN VENDOR INFORMATION

BACKGROUND

Notice of the County's intent to bid was advertised in 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. _____ () vendors were contacted and requested to participate in this process. All documents pertaining to this bid were posted on the Tarrant County website and were downloaded by interested bidders. _____ () bids were received.

The overall high bids received from the vendors listed above meet all specifications and are acceptable to Facilities Management.

The Facilities Management Department conducts the paper recycling program for the County. A number of other entities that have interlocal agreements with Tarrant County also participate in the program, resulting in a substantial increase in volume of material being handled. The purpose of this contract is for the sale of recyclable paper materials gathered from Tarrant County departmental offices.

Therefore, it is the joint recommendation of Facilities Management and Purchasing that Bid No. F2026070, Sale of Recycle Paper for 40+ Tons of Sorted White Ledger, 40+ Tons of Sorted Office Paper, and 40+ Tons of Old Corrugated Cardboard, be awarded to the vendors listed above at the per unit price.

FISCAL IMPACT

This award constitutes revenue to Tarrant County. Proceeds from the sale will be deposited into account 10000-2026 General Fund/1860400000 Recycle Center/483013 Scrap Paper Auction Proceeds.



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 42

Department: Purchasing

Prepared By: Cathy Halliburton, CPPO,
CPPB, NIGP-CPP, Sr. Contract
Administrator

Approved By: Christopher Lax, CPSM,
CPSD, CPCP

SUBJECT:

RFQ No. 2022-098 - Annual Contract for Professional Architectural and Engineering Services - Facilities Management - Various Vendors - Exercise Fourth 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. 2022-098, Annual Contract for Professional Architectural and Engineering Services, for the fourth and final optional twelve (12) month period at the same contract terms.

BACKGROUND

On April 26, 2022, the Commissioners Court, through Court Order #138003, awarded RFQ No. 2022-098, Annual Contract for Architectural and Engineering Services, for Facilities Management, to the following vendors:

Allana Buick & Bers, Inc.	KAI/Alliance, LC d/b/a KAI Design d/b/a KAI Texas
Armko Industries, Inc.	Komatsu/Rangel, Inc. d/b/a Komatsu Architecture
Baird, Hampton & Brown	LBL Architects, Inc.
Bennett Partners Architecture Interiors Planning, Inc.	Level 5 Architecture, PLLC
Bluefin, LLC a division of Mantis Innovation	MEP Consulting Engineers, Inc.
Brandstetter Carroll Inc.	Oxley Williams Tharp (OWT) Architects, PLLC
CMJ Engineering and Testing, Inc.	Parkhill dba Parkhill, Smith & Cooper, Inc.
Elements of Architecture, Inc.	PGAL, Inc.
Frank W. Neal & Assoc., Inc.	Priority Power Management, LLC
M. Arthur Gensler, Jr., & Associates	RPGA Design Group, Inc.
GSBS Architects	Summit Consultants, Inc.
Halbach.Dietz Architects	Terracon Consultants, Inc.
Grace Hebert Curtis Architects, LLC	Premier Building Envelope Consultants
Huitt-Zollars, Inc.	Wrightson, Johnson, Haddon & Williams, Inc.
IN2 Architecture	Yaggi Engineering, Inc.
Johnston, LLC	

The awards were based upon evaluation criteria set forth in the RFQ specifications and contained options to renew for four (4) additional twelve (12) month periods.

On April 4, 2023, the Commissioners Court, through Court Order #140655, approved the first renewal option.

On December 19, 2023, the Commissioners Court, through Court Order #142351, acknowledged the acquisition and vendor name change of Hahnfeld Associates, Architects, and Planners, Inc. to Grace Hebert Architects, LLC. The vendor agreed in writing to honor all terms and conditions as stated in the original contract.

On December 19, 2023, the Commissioners Court, through Court Order #142352, acknowledged the acquisition and vendor name change of The Chadwell Group, LP d/b/a ROOFTECH to The Chadwell Group, LP d/b/a Premier Building Envelope Consultants. The vendor agreed in writing to honor all terms and conditions as stated in the original contract.

On February 21, 2024, the Commissioners Court, through Court Order #142680, approved the second renewal option.

On April 2, 2025, the Commissioners Court, through Court Order #144974, approved the third renewal option.

On April 2, 2025, the Commissioners Court, through Court Order #144974, acknowledged the acquisition and vendor name change of Oxley Williams Tharp Architects (OWT), PLLC, to Williams Tharp Architects, PLLC.

This contract is utilized for engineering and design services, which include architectural, civil, structural, geotechnical, plumbing, mechanical, and electrical conceptual designs to provide budgetary cost estimates, biddable specifications, and construction administration Services.

The vendors notified Purchasing in writing that they will extend the same contract terms through May 2, 2027. Facilities Management notified Purchasing in writing that they are pleased with the vendors and want to renew.

Therefore, it is the joint recommendation of Facilities Management and Purchasing that the Commissioners Court approve renewal of RFQ No. 2022-098, Annual Contract for Professional Architectural and Engineering Services, for another twelve (12) month period.

FISCAL IMPACT

Expenses for the last twelve (12) months were \$771,424.97. Funding is available in account 10000-2026 General Fund/Various Cost Centers/569011 Professional Services.

Attachments

[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

December 15, 2025

Kelly Conley
Principal in Charge
Allana Buick & Bers, Inc.
1199 South Belt Line Road, Suite 100
Coppell, Texas 75019

Re: RFQ No. 2022-098 – Annual Contract for Professional Architectural and Engineering Services

Dear Kelly Conley:

The referenced request for qualifications was for twelve (12) months with four (4) options to renew for additional twelve (12) months each. The original contract was for the period of May 3, 2022, through May 2, 2023. The effective dates for the fourth and final renewal option will run from May 3, 2026, through May 2, 2027.

Tarrant County Purchasing Department hereby extends an invitation to Allana Buick & Bers, Inc. to accept the fourth and final option for an additional one (1) year period as a vendor for this bid as awarded on April 26, 2022. Allana Buick & Bers, Inc. acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner’s Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All contract terms must remain firm for the optional renewal period through May 2, 2027.

[X] Yes, Allana Buick & Bers, Inc. will accept the offer to extend the same contract terms through May 2, 2027. Please include a current 1295 Form with your response.

[] No, Allana Buick & Bers, Inc. will NOT accept the offer to extend the same contract terms through May 2, 2027.

Are any other governmental entities currently utilizing this contract? [] Yes [X] No

If yes, please return a listing of the participating entities with this letter.

Please fax or email your signed response.

Sincerely,

Cathy Halliburton
Cathy Halliburton
Tarrant County
817-884-1141

Kelly Conley
Kelly Conley, Principal in Charge
Allana Buick & Bers, Inc.

2/3/26
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

December 15, 2025

Christine Strombert
Chief Financial Officer
Armko Industries, Inc.
1320 Spinks Road
Flower Mound, Texas 75028

Re: RFQ No. 2022-098 – Annual Contract for Professional Architectural and Engineering Services

Dear Christine Strombert:

The referenced request for qualifications was for twelve (12) months with four (4) options to renew for additional twelve (12) months each. The original contract was for the period of May 3, 2022, through May 2, 2023. The effective dates for the fourth and final renewal option will run from May 3, 2026, through May 2, 2027.

Tarrant County Purchasing Department hereby extends an invitation to Armko Industries, Inc. to accept the fourth and final option for an additional one (1) year period as a vendor for this bid as awarded on April 26, 2022. Armko Industries, Inc. acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner's Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All contract terms must remain firm for the optional renewal period through May 2, 2027.

- Yes, Armko Industries, Inc. will accept the offer to extend the same contract terms through May 2, 2027. **Please include a current 1295 Form with your response.**
- No, Armko Industries, Inc. will NOT accept the offer to extend the same contract terms through May 2, 2027.

Are any other governmental entities currently utilizing this contract? Yes No
If yes, please return a list of the participating entities with this letter.

Please email your signed response.

Sincerely,

Cathy Halliburton
Tarrant County
817-884-1141

Christine Stromberg
Chief Financial Officer
Armko Industries, Inc.

1/21/26
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

December 15, 2025

Ken Randall
Chief Executive Officer
Baird, Hampton & Brown
6300 Ridglea Place, Suite 700
Fort Worth, Texas 76116

Re: RFQ No. 2022-098 – Annual Contract for Professional Architectural and Engineering Services

Dear Ken Randall:

The referenced request for qualifications was for twelve (12) months with four (4) options to renew for additional twelve (12) months each. The original contract was for the period of May 3, 2022, through May 2, 2023. The effective dates for the fourth and final renewal option will run from May 3, 2026, through May 2, 2027.

Tarrant County Purchasing Department hereby extends an invitation to Baird, Hampton & Brown to accept the fourth and final option for an additional one (1) year period as a vendor for this bid as awarded on April 26, 2022. Baird, Hampton & Brown acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner’s Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All contract terms must remain firm for the optional renewal period through May 2, 2027.

- Yes, Baird, Hampton & Brown will accept the offer to extend the same contract terms through May 2, 2027. **Please include a current 1295 Form with your response.**
- No, Baird, Hampton & Brown will NOT accept the offer to extend the same contract terms through May 2, 2027.

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 fax or email your signed response.

Sincerely,

Cathy Halliburton
Tarrant County
817-884-1141

Kenneth Randall
Ken Randall, Chief Executive Officer
Baird, Hampton & Brown

12/23/2025
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

December 15, 2025

Michael J. Bennett
Principal & Chief Executive Officer
Bennett Partners Architecture Interiors Planning, Inc.
640 Taylor Street, Suite 2323
Fort Worth, Texas 76102

Re: RFQ No. 2022-098 – Annual Contract for Professional Architectural and Engineering Services

Dear Michael J. Bennett:

The referenced request for qualifications was for twelve (12) months with four (4) options to renew for additional twelve (12) months each. The original contract was for the period of May 3, 2022, through May 2, 2023. The effective dates for the fourth and final renewal option will run from May 3, 2026, through May 2, 2027.

Tarrant County Purchasing Department hereby extends an invitation to Bennett Partners Architecture Interiors Planning, Inc. to accept the fourth and final option for an additional one (1) year period as a vendor for this bid as awarded on April 26, 2022. Bennett Partners Architecture Interiors Planning, Inc. acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner's Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All contract terms must remain firm for the optional renewal period through May 2, 2027.

- Yes, Bennett Partners Architecture Interiors Planning, Inc. will accept the offer to extend the same contract terms through May 2, 2027. **Please include a current 1295 Form with your response.**
- No, Bennett Partners Architecture Interiors Planning, Inc. will NOT accept the offer to extend the same contract terms through May 2, 2027.

Are any other governmental entities currently utilizing this contract? Yes No

If yes, please return a list of the participating entities with this letter.

Please email your signed response.

Sincerely,

Handwritten signature of Cathy Halliburton in blue ink.

Cathy Halliburton
Tarrant County
817-884-1141

Handwritten signature of Michael J. Bennett in blue ink.

Michael J. Bennett
Principal & Chief Executive Officer
Bennett Partners Architecture Interiors Planning, Inc.

1-7-2026
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

December 15, 2025

Jeremiah Dancy
President
Bluefin, LLC a division of Mantis Innovation
6312 South Fiddlers Green Circle, Suite 100E
Greenwood Village, Colorado 80111

Re: RFQ No. 2022-098 – Annual Contract for Professional Architectural and Engineering Services

Dear Jeremiah Dancy:

The referenced request for qualifications was for twelve (12) months with four (4) options to renew for additional twelve (12) months each. The original contract was for the period of May 3, 2022, through May 2, 2023. The effective dates for the fourth and final renewal option will run from May 3, 2026, through May 2, 2027.

Tarrant County Purchasing Department hereby extends an invitation to Bluefin, LLC a division of Mantis Innovation to accept the fourth and final option for an additional one (1) year period as a vendor for this bid as awarded on April 26, 2022. Bluefin, LLC a division of Mantis Innovation acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner’s Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All contract terms must remain firm for the optional renewal period through May 2, 2027.

- [X] Yes, Bluefin, LLC a division of Mantis Innovation will accept the offer to extend the same contract terms through May 2, 2027. Please include a current 1295 Form with your response.
[] No, Bluefin, LLC a division of Mantis Innovation will NOT accept the offer to extend the same contract terms through May 2, 2027.

Are any other governmental entities currently utilizing this contract? [] Yes [X] No
If yes, please return a list of the participating entities with this letter.

Please email your signed response.

Sincerely,

Cathy Halliburton
Cathy Halliburton
Tarrant County
817-884-1141

Jeremiah Dancy
Jeremiah Dancy
President
Bluefin, LLC a division of Mantis Innovation

1/21/2026
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

December 15, 2025

Benjamin E. Brandstetter, P.E.
Vice President
Brandstetter Carroll Inc.
17300 Preston Road, Suite 310
Dallas, Texas 75252

Re: RFQ No. 2022-098 – Annual Contract for Professional Architectural and Engineering Services

Dear Benjamin E. Brandstetter, P.E.:

The referenced request for qualifications was for twelve (12) months with four (4) options to renew for additional twelve (12) months each. The original contract was for the period of May 3, 2022, through May 2, 2023. The effective dates for the fourth and final renewal option will run from May 3, 2026, through May 2, 2027.

Tarrant County Purchasing Department hereby extends an invitation to Brandstetter Carroll Inc. to accept the fourth and final option for an additional one (1) year period as a vendor for this bid as awarded on April 26, 2022. Brandstetter Carroll Inc. acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner's Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All contract terms must remain firm for the optional renewal period through May 2, 2027.

- Yes, Brandstetter Carroll Inc. will accept the offer to extend the same contract terms through May 2, 2027. **Please include a current 1295 Form with your response.**
- No, Brandstetter Carroll Inc. will NOT accept the offer to extend the same contract terms through May 2, 2027.

Are any other governmental entities currently utilizing this contract?
If yes, please return a list of the participating entities with this letter.

Yes No

Please email your signed response.

Sincerely,

Handwritten signature of Cathy Halliburton in blue ink.

Cathy Halliburton
Tarrant County
817-884-1141

Handwritten signature of Benjamin E. Brandstetter in blue ink.

Benjamin E. Brandstetter, P.E.
Vice President
Brandstetter Carroll Inc.

January 5, 2026
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

December 15, 2025

Angie M. McCullough
Vice President
CMJ Engineering and Testing, Inc.
7636 Pebble Drive
Fort Worth, Texas 76118

Re: RFQ No. 2022-098 – Annual Contract for Professional Architectural and Engineering Services

Dear Angie M. McCullough:

The referenced request for qualifications was for twelve (12) months with four (4) options to renew for additional twelve (12) months each. The original contract was for the period of May 3, 2022, through May 2, 2023. The effective dates for the fourth and final renewal option will run from May 3, 2026, through May 2, 2027.

Tarrant County Purchasing Department hereby extends an invitation to CMJ Engineering and Testing, Inc. to accept the fourth and final option for an additional one (1) year period as a vendor for this bid as awarded on April 26, 2022. CMJ Engineering and Testing, Inc. acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner's Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All contract terms must remain firm for the optional renewal period through May 2, 2027.

- Yes, CMJ Engineering and Testing, Inc. will accept the offer to extend the same contract terms through May 2, 2027. **Please include a current 1295 Form with your response.**
- No, CMJ Engineering and Testing, Inc. will NOT accept the offer to extend the same contract terms through May 2, 2027.

Are any other governmental entities currently utilizing this contract? Yes No
If yes, please return a list of the participating entities with this letter.

Please email your signed response.

Sincerely,

Handwritten signature of Cathy Halliburton in blue ink.

Cathy Halliburton
Tarrant County
817-884-1141

Handwritten signature of Angie M. McCullough in blue ink.

Angie M. McCullough
Vice President
CMJ Engineering and Testing, Inc.

12/23/25

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, CPSM, CPSD, CPCP
Assistant Purchasing Agent

December 23, 2025

Debbie Fulwiler
Owner/President
Elements of Architecture, Inc.
1201 6th Avenue, Suite 100
Fort Worth, Texas 76104

Re: RFQ No. 2022-098 – Annual Contract for Professional Architectural and Engineering Services

Dear Debbie Fulwiler:

The referenced request for qualifications was for twelve (12) months with four (4) options to renew for additional twelve (12) months each. The original contract was for the period of May 3, 2022, through May 2, 2023. The effective dates for the fourth and final renewal option will run from May 3, 2026, through May 2, 2027.

Tarrant County Purchasing Department hereby extends an invitation to Elements of Architecture, Inc. to accept the fourth and final option for an additional one (1) year period as a vendor for this bid as awarded on April 26, 2022. Elements of Architecture, Inc. acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner's Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All contract terms must remain firm for the optional renewal period through May 2, 2027.

- Yes, Elements of Architecture, Inc. will accept the offer to extend the same contract terms through May 2, 2027. **Please include a current 1295 Form with your response.**
- No, Elements of Architecture, Inc. will NOT accept the offer to extend the same contract terms through May 2, 2027.

Are any other governmental entities currently utilizing this contract?
If yes, please return a list of the participating entities with this letter.

Yes No

Please email your signed response.

Sincerely,

Handwritten signature of Cathy Halliburton in blue ink.

Cathy Halliburton
Tarrant County
817-884-1141

Handwritten signature of Debbie Fulwiler in blue ink.

Debbie Fulwiler
Owner/President
Elements of Architecture, Inc.

12/23/2025

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

December 23, 2025

Mr. Kevin L. Goodman
Principal
Frank W. Neal & Assoc., Inc.
1015 West Broadway Avenue
Fort Worth, Texas 76104

Re: RFQ No. 2022-098 – Annual Contract for Professional Architectural and Engineering Services

Dear Mr. Kevin L. Goodman:

The referenced request for qualifications was for twelve (12) months with four (4) options to renew for additional twelve (12) months each. The original contract was for the period of May 3, 2022, through May 2, 2023. The effective dates for the fourth and final renewal option will run from May 3, 2026, through May 2, 2027.

Tarrant County Purchasing Department hereby extends an invitation to Frank W. Neal & Assoc., Inc. to accept the fourth and final option for an additional one (1) year period as a vendor for this bid as awarded on April 26, 2022. Frank W. Neal & Assoc., Inc. acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner's Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All contract terms must remain firm for the optional renewal period through May 2, 2027.

- [X] Yes, Frank W. Neal & Assoc., Inc. will accept the offer to extend the same contract terms through May 2, 2027. Please include a current 1295 Form with your response.
[] No, Frank W. Neal & Assoc., Inc. will NOT accept the offer to extend the same contract terms through May 2, 2027.

Are any other governmental entities currently utilizing this contract? [] Yes [X] No
If yes, please return a list of the participating entities with this letter.

Please email your signed response.

Sincerely,

Cathy Halliburton
Cathy Halliburton
Tarrant County
817-884-1141

[Signature]
Mr. Kevin L. Goodman
Principal
Frank W. Neal & Assoc., Inc.

12/29/25
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, CPSM, CPSD, CPCP
Assistant Purchasing Agent

December 23, 2025

Eric L. Hahnfeld
Partner
Grace Hebert Curtis Architects, LLC
200 Bailey Avenue, Suite 200
Fort Worth, Texas 76107

Re: RFQ No. 2022-098 – Annual Contract for Professional Architectural and Engineering Services

Dear Eric L. Hahnfeld:

The referenced request for qualifications was for twelve (12) months with four (4) options to renew for additional twelve (12) months each. The original contract was for the period of May 3, 2022, through May 2, 2023. The effective dates for the fourth and final renewal option will run from May 3, 2026, through May 2, 2027.

Tarrant County Purchasing Department hereby extends an invitation to Grace Hebert Curtis Architects, LLC to accept the fourth and final option for an additional one (1) year period as a vendor for this bid as awarded on April 26, 2022. Grace Hebert Curtis Architects, LLC acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner's Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All contract terms must remain firm for the optional renewal period through May 2, 2027.

- Yes, Grace Hebert Curtis Architects, LLC will accept the offer to extend the same contract terms through May 2, 2027. **Please include a current 1295 Form with your response.**
- No, Grace Hebert Curtis Architects, LLC will NOT accept the offer to extend the same contract terms through May 2, 2027.

Are any other governmental entities currently utilizing this contract?
If yes, please return a list of the participating entities with this letter.

Yes No

Please email your signed response.

Sincerely,

Handwritten signature of Cathy Halliburton in blue ink.

Cathy Halliburton
Tarrant County
817-884-1141

Handwritten signature of Eric L. Hahnfeld in blue ink.

Eric L. Hahnfeld
Partner
Grace Hebert Curtis Architects, LLC

12/23/2025
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

December 23, 2025

Samuel T. Jones
Principal
GSBS Architects
901 W. Vickery Boulevard, Suite 100
Fort Worth, Texas 76104

Re: RFQ No. 2022-098 – Annual Contract for Professional Architectural and Engineering Services

Dear Samuel T. Jones:

The referenced request for qualifications was for twelve (12) months with four (4) options to renew for additional twelve (12) months each. The original contract was for the period of May 3, 2022, through May 2, 2023. The effective dates for the fourth and final renewal option will run from May 3, 2026, through May 2, 2027.

Tarrant County Purchasing Department hereby extends an invitation to GSBS Architects to accept the fourth and final option for an additional one (1) year period as a vendor for this bid as awarded on April 26, 2022. GSBS Architects acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner’s Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All contract terms must remain firm for the optional renewal period through May 2, 2027.

- [X] Yes, GSBS Architects will accept the offer to extend the same contract terms through May 2, 2027. Please include a current 1295 Form with your response.
[] No, GSBS Architects will NOT accept the offer to extend the same contract terms through May 2, 2027.

Are any other governmental entities currently utilizing this contract? [] Yes [X] No
If yes, please return a list of the participating entities with this letter.

Please email your signed response.

Sincerely,

Cathy Halliburton
Cathy Halliburton
Tarrant County
817-884-1141

Samuel T. Jones
Samuel T. Jones
Principal
GSBS Architects

1/15/2026
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

December 23, 2025

Joe Halbach
President
Halbach.Dietz Architects
6913 Camp Bowie Boulevard, Suite 149
Fort Worth, Texas 76116

Re: RFQ No. 2022-098 – Annual Contract for Professional Architectural and Engineering Services

Dear Joe Halbach:

The referenced request for qualifications was for twelve (12) months with four (4) options to renew for additional twelve (12) months each. The original contract was for the period of May 3, 2022, through May 2, 2023. The effective dates for the fourth and final renewal option will run from May 3, 2026, through May 2, 2027.

Tarrant County Purchasing Department hereby extends an invitation to Halbach.Dietz Architects to accept the fourth and final option for an additional one (1) year period as a vendor for this bid as awarded on April 26, 2022. Halbach.Dietz Architects acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner’s Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All contract terms must remain firm for the optional renewal period through May 2, 2027.

- Yes, Halbach.Dietz Architects will accept the offer to extend the same contract terms through May 2, 2027. **Please include a current 1295 Form with your response.**
- No, Halbach.Dietz Architects will NOT accept the offer to extend the same contract terms through May 2, 2027.

Are any other governmental entities currently utilizing this contract? Yes No
If yes, please return a list of the participating entities with this letter.

Please email your signed response.

Sincerely,

Cathy Halliburton
Tarrant County
817-884-1141

Joe Halbach
President
Halbach.Dietz Architects

January 5, 2026

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

December 23, 2025

Carson Linstead, P.E.
Vice President
Huitt-Zollars, Inc.
500 West 7th Street, Suite 300
Fort Worth, Texas 76102

Re: RFQ No. 2022-098 – Annual Contract for Professional Architectural and Engineering Services

Dear Carson Linstead, P.E.:

The referenced request for qualifications was for twelve (12) months with four (4) options to renew for additional twelve (12) months each. The original contract was for the period of May 3, 2022, through May 2, 2023. The effective dates for the fourth and final renewal option will run from May 3, 2026, through May 2, 2027.

Tarrant County Purchasing Department hereby extends an invitation to Huitt-Zollars, Inc. to accept the fourth and final option for an additional one (1) year period as a vendor for this bid as awarded on April 26, 2022. Huitt-Zollars, Inc. acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner's Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All contract terms must remain firm for the optional renewal period through May 2, 2027.

Yes, Huitt-Zollars, Inc. will accept the offer to extend the same contract terms through May 2, 2027.
Please include a current 1295 Form with your response.

No, Huitt-Zollars, Inc. will NOT accept the offer to extend the same contract terms through May 2, 2027.

Are any other governmental entities currently utilizing this contract?
If yes, please return a list of the participating entities with this letter.

Yes No

Please email your signed response.

Sincerely,

Handwritten signature of Cathy Halliburton in blue ink.

Cathy Halliburton
Tarrant County
817-884-1141

Handwritten signature of Carson Linstead in blue ink.

Carson Linstead, P.E.
Vice President
Huitt-Zollars, Inc.

1/6/2026

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

December 23, 2025

Irene Nigaglioni
President
IN2 Architecture
12222 Merit Drive, Suite 1140
Dallas, Texas 75251

Re: RFQ No. 2022-098 – Annual Contract for Professional Architectural and Engineering Services

Dear Irene Nigaglioni:

The referenced request for qualifications was for twelve (12) months with four (4) options to renew for additional twelve (12) months each. The original contract was for the period of May 3, 2022, through May 2, 2023. The effective dates for the fourth and final renewal option will run from May 3, 2026, through May 2, 2027.

Tarrant County Purchasing Department hereby extends an invitation to IN2 Architecture to accept the fourth and final option for an additional one (1) year period as a vendor for this bid as awarded on April 26, 2022. IN2 Architecture acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner’s Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All contract terms must remain firm for the optional renewal period through May 2, 2027.



Yes, IN2 Architecture will accept the offer to extend the same contract terms through May 2, 2027.

Please include a current 1295 Form with your response.

No, IN2 Architecture will NOT accept the offer to extend the same contract terms through May 2, 2027.

Are any other governmental entities currently utilizing this contract?
If yes, please return a list of the participating entities with this letter.

Yes No

Please email your signed response.

Sincerely,

Cathy Halliburton
Tarrant County
817-884-1141

Irene Nigaglioni
President
IN2 Architecture

12-23-25
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, CPSM, CPSD, CPCP
Assistant Purchasing Agent

December 23, 2025

J. Alan Johnston, Jr., PE
President
Johnston, LLC
2603 Augusta Drive, Suite 1500
Houston, Texas 77057

Re: RFQ No. 2022-098 – Annual Contract for Professional Architectural and Engineering Services

Dear J. Alan Johnston, Jr., PE:

The referenced request for qualifications was for twelve (12) months with four (4) options to renew for additional twelve (12) months each. The original contract was for the period of May 3, 2022, through May 2, 2023. The effective dates for the fourth and final renewal option will run from May 3, 2026, through May 2, 2027.

Tarrant County Purchasing Department hereby extends an invitation to Johnston, LLC to accept the fourth and final option for an additional one (1) year period as a vendor for this bid as awarded on April 26, 2022. Johnston, LLC acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner’s Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All contract terms must remain firm for the optional renewal period through May 2, 2027.

[X] Yes, Johnston, LLC will accept the offer to extend the same contract terms through May 2, 2027.
Please include a current 1295 Form with your response.

[] No, Johnston, LLC will NOT accept the offer to extend the same contract terms through May 2, 2027.

Are any other governmental entities currently utilizing this contract? [] Yes [X] No
If yes, please return a list of the participating entities with this letter.

Please email your signed response.

Sincerely,

Cathy Halliburton
Cathy Halliburton
Tarrant County
817-884-1141

J. Alan Johnston, Jr., PE
President
Johnston, LLC

12/23/2025
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

December 23, 2025

Darren L. James, FAIA
President
KAI/Alliance, LC dba KAI Design dba KAI Texas
5010 Riverside Drive, Suite 250
Irving, Texas 75039

Re: RFQ No. 2022-098 – Annual Contract for Professional Architectural and Engineering Services

Dear Darren L. James, FAIA:

The referenced request for qualifications was for twelve (12) months with four (4) options to renew for additional twelve (12) months each. The original contract was for the period of May 3, 2022, through May 2, 2023. The effective dates for the fourth and final renewal option will run from May 3, 2026, through May 2, 2027.

Tarrant County Purchasing Department hereby extends an invitation to KAI/Alliance, LC dba KAI Design dba KAI Texas to accept the fourth and final option for an additional one (1) year period as a vendor for this bid as awarded on April 26, 2022. KAI/Alliance, LC dba KAI Design dba KAI Texas acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner’s Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All contract terms must remain firm for the optional renewal period through May 2, 2027.

- Yes, KAI/Alliance, LC dba KAI Design dba KAI Texas will accept the offer to extend the same contract terms through May 2, 2027. **Please include a current 1295 Form with your response.**
- No, KAI/Alliance, LC dba KAI Design dba KAI Texas will NOT accept the offer to extend the same contract terms through May 2, 2027.

Are any other governmental entities currently utilizing this contract? Yes No
If yes, please return a list of the participating entities with this letter.

Please email your signed response.

Sincerely,

Cathy Halliburton
Tarrant County
817-884-1141

Darren L. James, FAIA
President
KAI/Alliance, LC dba KAI Design dba KAI Texas

1.5.26
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

December 23, 2025

Karl A. Komatsu
President
Komatsu/Rangel, Inc. dba Komatsu Architecture
3880 Hulen Street, Suite 300
Fort Worth, Texas 76107

Re: RFQ No. 2022-098 – Annual Contract for Professional Architectural and Engineering Services

Dear Karl A. Komatsu:

The referenced request for qualifications was for twelve (12) months with four (4) options to renew for additional twelve (12) months each. The original contract was for the period of May 3, 2022, through May 2, 2023. The effective dates for the fourth and final renewal option will run from May 3, 2026, through May 2, 2027.

Tarrant County Purchasing Department hereby extends an invitation to Komatsu/Rangel, Inc. dba Komatsu Architecture to accept the fourth and final option for an additional one (1) year period as a vendor for this bid as awarded on April 26, 2022. Komatsu/Rangel, Inc. dba Komatsu Architecture acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner's Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All contract terms must remain firm for the optional renewal period through May 2, 2027.

- Yes, Komatsu/Rangel, Inc. dba Komatsu Architecture will accept the offer to extend the same contract terms through May 2, 2027. **Please include a current 1295 Form with your response.**
- No, Komatsu/Rangel, Inc. dba Komatsu Architecture will NOT accept the offer to extend the same contract terms through May 2, 2027.

Are any other governmental entities currently utilizing this contract?

Yes No

If yes, please return a list of the participating entities with this letter.

Please email your signed response.

Sincerely,

Handwritten signature of Cathy Halliburton in blue ink.
Cathy Halliburton
Tarrant County
817-884-1141

Handwritten signature of Karl A. Komatsu in blue ink.
Karl A. Komatsu
President
Komatsu/Rangel, Inc. dba Komatsu Architecture

Handwritten date "12/23/2025" in blue ink.
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

December 23, 2025

Tom McCarty
~~Vice~~ President
LBL Architects, Inc.
1106 West Randol Mill Road, Suite 300
Arlington, Texas 76012

Re: RFQ No. 2022-098 – Annual Contract for Professional Architectural and Engineering Services

Dear Tom McCarty:

The referenced request for qualifications was for twelve (12) months with four (4) options to renew for additional twelve (12) months each. The original contract was for the period of May 3, 2022, through May 2, 2023. The effective dates for the fourth and final renewal option will run from May 3, 2026, through May 2, 2027.

Tarrant County Purchasing Department hereby extends an invitation to LBL Architects, Inc. to accept the fourth and final option for an additional one (1) year period as a vendor for this bid as awarded on April 26, 2022. LBL Architects, Inc. acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner's Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All contract terms must remain firm for the optional renewal period through May 2, 2027.

Yes, LBL Architects, Inc. will accept the offer to extend the same contract terms through May 2, 2027. **Please include a current 1295 Form with your response.**

No, LBL Architects, Inc. will NOT accept the offer to extend the same contract terms through May 2, 2027.

Are any other governmental entities currently utilizing this contract?
If yes, please return a list of the participating entities with this letter.

Yes No

Please email your signed response.

Sincerely,

Cathy Halliburton
Tarrant County
817-884-1141

Tom McCarty
~~Vice~~ President
LBL Architects, Inc.

12/29/25
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, CPSM, CPSD, CPCP
Assistant Purchasing Agent

December 23, 2025

Justin Gilmore
President
Level 5 Architecture, PLLC
104 South Main Street
Mansfield, Texas 76063

Re: RFQ No. 2022-098 – Annual Contract for Professional Architectural and Engineering Services

Dear Justin Gilmore:

The referenced request for qualifications was for twelve (12) months with four (4) options to renew for additional twelve (12) months each. The original contract was for the period of May 3, 2022, through May 2, 2023. The effective dates for the fourth and final renewal option will run from May 3, 2026, through May 2, 2027.

Tarrant County Purchasing Department hereby extends an invitation to Level 5 Architecture, PLLC to accept the fourth and final option for an additional one (1) year period as a vendor for this bid as awarded on April 26, 2022. Level 5 Architecture, PLLC acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner's Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All contract terms must remain firm for the optional renewal period through May 2, 2027.


- Yes, Level 5 Architecture, PLLC will accept the offer to extend the same contract terms through May 2, 2027. **Please include a current 1295 Form with your response.**
- No, Level 5 Architecture, PLLC will NOT accept the offer to extend the same contract terms through May 2, 2027.


Are any other governmental entities currently utilizing this contract?
If yes, please return a list of the participating entities with this letter.

Yes No

Please email your signed response.

Sincerely,


Cathy Halliburton
Tarrant County
817-884-1141


Justin Gilmore
President
Level 5 Architecture, PLLC

12.24.25
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, CPSM, CPSD, CPCP
Assistant Purchasing Agent

December 23, 2025

Scott Armstrong, AIA
Principal
M. Arthur Gensler, Jr., & Associates
5005 Greenville Avenue
Dallas, Texas 75206

Re: RFQ No. 2022-098 – Annual Contract for Professional Architectural and Engineering Services

Dear Scott Armstrong, AIA:

The referenced request for qualifications was for twelve (12) months with four (4) options to renew for additional twelve (12) months each. The original contract was for the period of May 3, 2022, through May 2, 2023. The effective dates for the fourth and final renewal option will run from May 3, 2026, through May 2, 2027.

Tarrant County Purchasing Department hereby extends an invitation to M. Arthur Gensler, Jr., & Associates to accept the fourth and final option for an additional one (1) year period as a vendor for this bid as awarded on April 26, 2022. M. Arthur Gensler, Jr., & Associates acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner's Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All contract terms must remain firm for the optional renewal period through May 2, 2027.

- Yes, M. Arthur Gensler, Jr., & Associates will accept the offer to extend the same contract terms through May 2, 2027. **Please include a current 1295 Form with your response.**
- No, M. Arthur Gensler, Jr., & Associates will NOT accept the offer to extend the same contract terms through May 2, 2027.

Are any other governmental entities currently utilizing this contract?
If yes, please return a list of the participating entities with this letter.

Yes No

Please email your signed response.

Sincerely,

Cathy Halliburton
Tarrant County
817-884-1141

Scott Armstrong, AIA
Principal
M. Arthur Gensler, Jr., & Associates

1/19/2026
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

December 23, 2025

Adam Nemati
Principal
MEP Consulting Engineers, Inc.
7500 Glenview Drive
Fort Worth, Texas 76118

Re: RFQ No. 2022-098 – Annual Contract for Professional Architectural and Engineering Services

Dear Adam Nemati:

The referenced request for qualifications was for twelve (12) months with four (4) options to renew for additional twelve (12) months each. The original contract was for the period of May 3, 2022, through May 2, 2023. The effective dates for the fourth and final renewal option will run from May 3, 2026, through May 2, 2027.

Tarrant County Purchasing Department hereby extends an invitation to MEP Consulting Engineers, Inc. to accept the fourth and final option for an additional one (1) year period as a vendor for this bid as awarded on April 26, 2022. MEP Consulting Engineers, Inc. acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner’s Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All contract terms must remain firm for the optional renewal period through May 2, 2027.

- Yes, MEP Consulting Engineers, Inc. will accept the offer to extend the same contract terms through May 2, 2027. **Please include a current 1295 Form with your response.**
- No, MEP Consulting Engineers, Inc. will NOT accept the offer to extend the same contract terms through May 2, 2027.

Are any other governmental entities currently utilizing this contract? Yes No
If yes, please return a list of the participating entities with this letter.

Please email your signed response.

Sincerely,

Cathy Halliburton
Tarrant County
817-884-1141

Adam Nemati
Principal
MEP Consulting Engineers, Inc.

12/24/2025
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

December 23, 2025

Michael Howard, AIA, AICP
Director of Community - Partner
Parkhill dba Parkhill, Smith & Cooper, Inc.
4222 85th Street
Lubbock, Texas 79416

Re: RFQ No. 2022-098 – Annual Contract for Professional Architectural and Engineering Services

Dear Michael Howard, AIA, AICP:

The referenced request for qualifications was for twelve (12) months with four (4) options to renew for additional twelve (12) months each. The original contract was for the period of May 3, 2022, through May 2, 2023. The effective dates for the fourth and final renewal option will run from May 3, 2026, through May 2, 2027.

Tarrant County Purchasing Department hereby extends an invitation to Parkhill dba Parkhill, Smith & Cooper, Inc. to accept the fourth and final option for an additional one (1) year period as a vendor for this bid as awarded on April 26, 2022. Parkhill dba Parkhill, Smith & Cooper, Inc. acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner's Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All contract terms must remain firm for the optional renewal period through May 2, 2027.

- Yes, Parkhill dba Parkhill, Smith & Cooper, Inc. will accept the offer to extend the same contract terms through May 2, 2027. Please include a current 1295 Form with your response.
No, Parkhill dba Parkhill, Smith & Cooper, Inc. will NOT accept the offer to extend the same contract terms through May 2, 2027.

Are any other governmental entities currently utilizing this contract? If yes, please return a list of the participating entities with this letter.
Yes No

Please email your signed response.

Sincerely,

Cathy Halliburton (signature)

Cathy Halliburton
Tarrant County
817-884-1141

Michael Howard (signature)

Michael Howard, AIA, AICP
Director of Community - Partner
Parkhill dba Parkhill, Smith & Cooper, Inc.

01/20/2026

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

December 23, 2025

Tim Konganda, AIA
Principal
PGAL, Inc.
14135 Midway Road, Suite G-200
Addison, Texas 75001

Re: RFQ No. 2022-098 – Annual Contract for Professional Architectural and Engineering Services

Dear Tim Konganda, AIA:

The referenced request for qualifications was for twelve (12) months with four (4) options to renew for additional twelve (12) months each. The original contract was for the period of May 3, 2022, through May 2, 2023. The effective dates for the fourth and final renewal option will run from May 3, 2026, through May 2, 2027.

Tarrant County Purchasing Department hereby extends an invitation to PGAL, Inc. to accept the fourth and final option for an additional one (1) year period as a vendor for this bid as awarded on April 26, 2022. PGAL, Inc. acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner's Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All contract terms must remain firm for the optional renewal period through May 2, 2027.


Yes, PGAL, Inc. will accept the offer to extend the same contract terms through May 2, 2027.
Please include a current 1295 Form with your response.

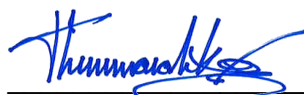
No, PGAL, Inc. will NOT accept the offer to extend the same contract terms through May 2, 2027.

Are any other governmental entities currently utilizing this contract? Yes No
If yes, please return a list of the participating entities with this letter.

Please email your signed response.

Sincerely,


Cathy Halliburton
Tarrant County
817-884-1141


Tim Konganda, AIA
Principal
PGAL, Inc.

01.20.26
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

December 23, 2025

Carl M. Young Jr.
Chief Executive Officer
Premier Building Envelope Consultants
1001 Cross Timbers Road, Suite 2014
Flower Mound, Texas 75028

Re: RFQ No. 2022-098 – Annual Contract for Professional Architectural and Engineering Services

Dear Carl M. Young Jr.:

The referenced request for qualifications was for twelve (12) months with four (4) options to renew for additional twelve (12) months each. The original contract was for the period of May 3, 2022, through May 2, 2023. The effective dates for the fourth and final renewal option will run from May 3, 2026, through May 2, 2027.

Tarrant County Purchasing Department hereby extends an invitation to Premier Building Envelope Consultants to accept the fourth and final option for an additional one (1) year period as a vendor for this bid as awarded on April 26, 2022. Premier Building Envelope Consultants acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner’s Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All contract terms must remain firm for the optional renewal period through May 2, 2027.

- Yes, Premier Building Envelope Consultants will accept the offer to extend the same contract terms through May 2, 2027. Please include a current 1295 Form with your response.
No, Premier Building Envelope Consultants will NOT accept the offer to extend the same contract terms through May 2, 2027.

Are any other governmental entities currently utilizing this contract?
If yes, please return a list of the participating entities with this letter.

Please email your signed response.

Sincerely,

Cathy Halliburton (handwritten signature)

Cathy Halliburton
Tarrant County
817-884-1141

Carl M. Young Jr. (handwritten signature)

Carl M. Young Jr.
Chief Executive Officer
Premier Building Envelope Consultants

12/29/2025
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

December 23, 2025

Trent Stout
Chief Commercial Officer
Priority Power Management, LLC
2201 East Lamar Boulevard, Suite 275
Arlington, Texas 76006

Re: RFQ No. 2022-098 – Annual Contract for Professional Architectural and Engineering Services

Dear Trent Stout:

The referenced request for qualifications was for twelve (12) months with four (4) options to renew for additional twelve (12) months each. The original contract was for the period of May 3, 2022, through May 2, 2023. The effective dates for the fourth and final renewal option will run from May 3, 2026, through May 2, 2027.

Tarrant County Purchasing Department hereby extends an invitation to Priority Power Management, LLC to accept the fourth and final option for an additional one (1) year period as a vendor for this bid as awarded on April 26, 2022. Priority Power Management, LLC acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner’s Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All contract terms must remain firm for the optional renewal period through May 2, 2027.

- Yes, Priority Power Management, LLC will accept the offer to extend the same contract terms through May 2, 2027. Please include a current 1295 Form with your response.
No, Priority Power Management, LLC will NOT accept the offer to extend the same contract terms through May 2, 2027.

Are any other governmental entities currently utilizing this contract? Yes No
If yes, please return a list of the participating entities with this letter.

Please email your signed response.

Sincerely,

Cathy Halliburton (signature)

Cathy Halliburton
Tarrant County
817-884-1141

Trent Stout (signature)

Trent Stout
Chief Commercial Officer
Priority Power Management, LLC

2-3-2026

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

December 23, 2025

Javier Lucio
Principal
RPGA Design Group, Inc.
101 South Jennings Avenue, Suite 100
Fort Worth, Texas 76104

Re: RFQ No. 2022-098 – Annual Contract for Professional Architectural and Engineering Services

Dear Javier Lucio:

The referenced request for qualifications was for twelve (12) months with four (4) options to renew for additional twelve (12) months each. The original contract was for the period of May 3, 2022, through May 2, 2023. The effective dates for the fourth and final renewal option will run from May 3, 2026, through May 2, 2027.

Tarrant County Purchasing Department hereby extends an invitation to RPGA Design Group, Inc. to accept the fourth and final option for an additional one (1) year period as a vendor for this bid as awarded on April 26, 2022. RPGA Design Group, Inc. acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner's Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All contract terms must remain firm for the optional renewal period through May 2, 2027.

- [X] Yes, RPGA Design Group, Inc. will accept the offer to extend the same contract terms through May 2, 2027. Please include a current 1295 Form with your response.
[] No, RPGA Design Group, Inc. will NOT accept the offer to extend the same contract terms through May 2, 2027.

Are any other governmental entities currently utilizing this contract?
If yes, please return a list of the participating entities with this letter.

[] Yes [X] No

Please email your signed response.

Sincerely,

Cathy Halliburton (signature)

Cathy Halliburton
Tarrant County
817-884-1141

Javier Lucio (signature)

Javier Lucio
Principal
RPGA Design Group, Inc.

January 2, 2026

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

December 23, 2025

Steve Ruse, PE
CEO
Summit Consultants, Inc.
1300 Summit Avenue, Suite 500
Fort Worth, Texas 76102

Re: RFQ No. 2022-098 – Annual Contract for Professional Architectural and Engineering Services

Dear Steve Ruse, PE:

The referenced request for qualifications was for twelve (12) months with four (4) options to renew for additional twelve (12) months each. The original contract was for the period of May 3, 2022, through May 2, 2023. The effective dates for the fourth and final renewal option will run from May 3, 2026, through May 2, 2027.

Tarrant County Purchasing Department hereby extends an invitation to Summit Consultants, Inc. to accept the fourth and final option for an additional one (1) year period as a vendor for this bid as awarded on April 26, 2022. Summit Consultants, Inc. acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner’s Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All contract terms must remain firm for the optional renewal period through May 2, 2027.

Yes, Summit Consultants, Inc. will accept the offer to extend the same contract terms through May 2, 2027. **Please include a current 1295 Form with your response.**

No, Summit Consultants, Inc. will NOT accept the offer to extend the same contract terms through May 2, 2027.

Are any other governmental entities currently utilizing this contract? Yes No
If yes, please return a list of the participating entities with this letter.

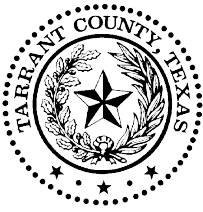
Please email your signed response.

Sincerely,

Cathy Halliburton
Tarrant County
817-884-1141

Steve Ruse, PE
CEO
Summit Consultants, Inc.

1-5-2026
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

December 23, 2025

Casey Jones
Principal
Terracon Consultants, Inc.
8901 John W, Carpenter Freeway, Suite 100
Dallas, Texas 75247

Re: RFQ No. 2022-098 – Annual Contract for Professional Architectural and Engineering Services

Dear Casey Jones:

The referenced request for qualifications was for twelve (12) months with four (4) options to renew for additional twelve (12) months each. The original contract was for the period of May 3, 2022, through May 2, 2023. The effective dates for the fourth and final renewal option will run from May 3, 2026, through May 2, 2027.

Tarrant County Purchasing Department hereby extends an invitation to Terracon Consultants, Inc. to accept the fourth and final option for an additional one (1) year period as a vendor for this bid as awarded on April 26, 2022. Terracon Consultants, Inc. acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner’s Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All contract terms must remain firm for the optional renewal period through May 2, 2027.

- Yes, Terracon Consultants, Inc. will accept the offer to extend the same contract terms through May 2, 2027. **Please include a current 1295 Form with your response.**
- No, Terracon Consultants, Inc. will NOT accept the offer to extend the same contract terms through May 2, 2027.

Are any other governmental entities currently utilizing this contract? Yes No
If yes, please return a list of the participating entities with this letter.

Please email your signed response.

Sincerely,

Cathy Halliburton
Tarrant County
817-884-1141

Casey Jones
Principal
Terracon Consultants, Inc.

January 21, 2026

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

December 23, 2025

Richard Williams
Principal
Williams Tharp Architects, PLLC
509 Pecan Street, Suite 100
Fort Worth, Texas 76102

Re: RFQ No. 2022-098 – Annual Contract for Professional Architectural and Engineering Services

Dear Richard Williams:

The referenced request for qualifications was for twelve (12) months with four (4) options to renew for additional twelve (12) months each. The original contract was for the period of May 3, 2022, through May 2, 2023. The effective dates for the fourth and final renewal option will run from May 3, 2026, through May 2, 2027.

Tarrant County Purchasing Department hereby extends an invitation to Williams Tharp Architects, PLLC to accept the fourth and final option for an additional one (1) year period as a vendor for this bid as awarded on April 26, 2022. Williams Tharp Architects, PLLC acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner's Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All contract terms must remain firm for the optional renewal period through May 2, 2027.

[X] Yes, Williams Tharp Architects, PLLC will accept the offer to extend the same contract terms through May 2, 2027. Please include a current 1295 Form with your response.

[] No, Williams Tharp Architects, PLLC will NOT accept the offer to extend the same contract terms through May 2, 2027.

Are any other governmental entities currently utilizing this contract? [] Yes [X] No
If yes, please return a list of the participating entities with this letter.

Please email your signed response.

Sincerely,

Cathy Halliburton
Cathy Halliburton
Tarrant County
817-884-1141

Richard Williams
Principal
Williams Tharp Architects, PLLC

1.20.26
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

December 23, 2025

Carley Golboro
Controller - Corporate Secretary
Wrightson, Johnson, Haddon & Williams, Inc.
3424 Midcourt Road, Suite 124
Carrollton, Texas 75006

Re: RFQ No. 2022-098 – Annual Contract for Professional Architectural and Engineering Services

Dear Carley Golboro:

The referenced request for qualifications was for twelve (12) months with four (4) options to renew for additional twelve (12) months each. The original contract was for the period of May 3, 2022, through May 2, 2023. The effective dates for the fourth and final renewal option will run from May 3, 2026, through May 2, 2027.

Tarrant County Purchasing Department hereby extends an invitation to Wrightson, Johnson, Haddon & Williams, Inc. to accept the fourth and final option for an additional one (1) year period as a vendor for this bid as awarded on April 26, 2022. Wrightson, Johnson, Haddon & Williams, Inc. acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner's Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All contract terms must remain firm for the optional renewal period through May 2, 2027.

- Yes, Wrightson, Johnson, Haddon & Williams, Inc. will accept the offer to extend the same contract terms through May 2, 2027. **Please include a current 1295 Form with your response.**
- No, Wrightson, Johnson, Haddon & Williams, Inc. will NOT accept the offer to extend the same contract terms through May 2, 2027.

Are any other governmental entities currently utilizing this contract? Yes No
If yes, please return a list of the participating entities with this letter.

Please email your signed response.

Sincerely,

Handwritten signature of Cathy Halliburton in blue ink.

Cathy Halliburton
Tarrant County
817-884-1141

Handwritten signature of Carley Golboro in blue ink.

Carley Golboro
Controller - Corporate Secretary
Wrightson, Johnson, Haddon & Williams, Inc.

01/31/2026

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

December 23, 2025

Elizabeth A. Yaggi, PE
President
Yaggi Engineering, Inc.
5840 Interstate 20 West, Suite 270
Arlington, Texas 76017

Re: RFQ No. 2022-098 – Annual Contract for Professional Architectural and Engineering Services

Dear Elizabeth A. Yaggi, PE:

The referenced request for qualifications was for twelve (12) months with four (4) options to renew for additional twelve (12) months each. The original contract was for the period of May 3, 2022, through May 2, 2023. The effective dates for the fourth and final renewal option will run from May 3, 2026, through May 2, 2027.

Tarrant County Purchasing Department hereby extends an invitation to Yaggi Engineering, Inc. to accept the fourth and final option for an additional one (1) year period as a vendor for this bid as awarded on April 26, 2022. Yaggi Engineering, Inc. acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner's Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All contract terms must remain firm for the optional renewal period through May 2, 2027.

- Yes, Yaggi Engineering, Inc. will accept the offer to extend the same contract terms through May 2, 2027. **Please include a current 1295 Form with your response.**
- No, Yaggi Engineering, Inc. will NOT accept the offer to extend the same contract terms through May 2, 2027.

Are any other governmental entities currently utilizing this contract? Yes No
If yes, please return a list of the participating entities with this letter.

Please email your signed response.

Sincerely,

Handwritten signature of Cathy Halliburton in blue ink.

Cathy Halliburton
Tarrant County
817-884-1141

Handwritten signature of Elizabeth A. Yaggi, P.E. in blue ink.

Elizabeth A. Yaggi, PE
President
Yaggi Engineering, Inc.

12/23/2025
Date



Memorandum

To: Mr. Frank Lopez

Dept: Facilities Administration

From: Cathy Halliburton, Sr. Buyer, Purchasing Department

Date: December 15, 2025

Re: Renewal of 2022-098 – Annual Contract for Professional Architectural and Engineering Services

The above-mentioned contract will expire on May 2, 2026. This contract included four (4) options to renew with the vendor for additional twelve (12) month terms. The fourth and final renewal term would commence May 3, 2026, and would expire on May 2, 2027.

If you wish to exercise this final 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 December 31, 2025:

Allana Buick & Bers, Inc.	Halbach.Deitz Architects	Parkhill dba Parkhill, Smith & Cooper, Inc.
Armko Industries, Inc.	Grace Herbert Curtis Architects, LLC	PGAL, Inc.
Baird Hampton & Brown	Huitt-Zollars, Inc.	Priority Power Management, LLC
Bennett Partners Architecture Interiors Planning Inc.	IN2 Architecture	RPGA Design Group, Inc.
Bluefin, LLC a division of Mantis Innovation	Johnston, LLC	Summit Consultants, Inc.
Brandstetter Carroll Inc.	KAI/Alliance LC dba KAI Design dba KAI Texas	Terracon Consultants, Inc.
CMJ Engineering and Testing Inc.	Komatsu/Rangel, Inc. dba Komatsu Architecture	The Chadwell Group, LP dba Premier Building Envelope Consultants
Elements of Architecture Inc.	LBL Architects, Inc.	Wrightson, Johnson, Haddon, & Williams, Inc.

Frank W. Neal & Associates, Inc.	Level 5 Architecture, PLLC	Yaggi Engineering, Inc.
M. Arthur Gensler, Jr. & Associates	MEP Consulting Engineers, Inc.	
GSBS Architects	Oxley Williams Tharp Architects, PLLC	

Yes, I wish to continue the current contract with the above-mentioned vendor for the fourth and final renewal term of the contract.

Funds to support this contract will be provided by the following accounts:
10000-2026/Various Cost Centers/569011

No, I do not wish to continue the current contract with the above-mentioned vendor for the following reason(s).

SIGNATURE: Joshua B. Palmer DATE: 12/23/2025

RFQ 2022-098 ANNUAL CONTRACT FOR PROFESSIONAL ARCHITECTURAL - ENGINEERING SERVICES

Evaluation Criteria	Max. Points	Allana Buick and Bers, Inc.		ARMKO Industries, Inc.		Baird, Hampton and Brown	
		Coppell, TX		Flower Mound, TX		Fort Worth, TX	
		HUB:	Yes	HUB:	No	HUB:	No
Tab 1 - Required Forms	5	5.00		4.60		5.00	
Tab 2 - Executive Summary	30	18.00		18.00		19.08	
Tab 3 - Staff, Experience, Expertise, & Technical Resources	45	27.00		27.00		31.80	
Tab 4 - Personnel by Primary Technical Discipline	10	6.00		6.00		6.27	
Tab 5 - References	10	6.00		4.00		6.00	
Total Score	100	62.00		59.60		68.15	

Evaluation Criteria	Max. Points	Bennett Partners Architecture Interiors Planning, Inc.		Brandstetter Carroll Inc.		Bluefin, LLC a Division of Mantis Innovation	
		Fort Worth, TX		Dallas, TX		Greenwood Village, CO	
		HUB:	No	HUB:	No	HUB:	No
Tab 1 - Required Forms	5	5.00		5.00		4.70	
Tab 2 - Executive Summary	30	19.08		18.00		18.00	
Tab 3 - Staff, Experience, Expertise, & Technical Resources	45	33.00		27.00		27.00	
Tab 4 - Personnel by Primary Technical Discipline	10	6.40		6.00		6.00	
Tab 5 - References	10	4.00		4.00		5.78	
Total Score	100	67.48		60.00		61.48	

RFQ 2022-098 ANNUAL CONTRACT FOR PROFESSIONAL ARCHITECTURAL - ENGINEERING SERVICES

Evaluation Criteria	Max. Points	CMJ Engineering and Testing, Inc.		Elements of Architecture, Inc.		Frank W. Neal & Associates	
		Fort Worth, TX		Fort Worth, TX		Fort Worth, TX	
		HUB:	No	HUB:	Yes	HUB:	No
Tab 1 - Required Forms	5	5.00		5.00		5.00	
Tab 2 - Executive Summary	30	18.00		19.40		18.00	
Tab 3 - Staff, Experience, Expertise, & Technical Resources	45	27.00		33.00		30.00	
Tab 4 - Personnel by Primary Technical Discipline	10	6.00		6.53		6.00	
Tab 5 - References	10	5.89		2.00		5.78	
Total Score	100	61.89		65.93		64.78	

Evaluation Criteria	Max. Points	M. Arthur Gensler, Jr., & Associates		GSBS Architects		Halbach-Dietz Architects	
		Dallas, TX		Fort Worth, TX		Fort Worth, TX	
		HUB:	No	HUB:	No	HUB:	Yes
Tab 1 - Required Forms	5	5.00		4.50		4.92	
Tab 2 - Executive Summary	30	18.00		21.24		18.00	
Tab 3 - Staff, Experience, Expertise, & Technical Resources	45	27.00		31.80		28.20	
Tab 4 - Personnel by Primary Technical Discipline	10	6.00		6.27		6.00	
Tab 5 - References	10	1.78		6.00		4.00	
Total Score	100	57.78		69.81		61.12	

RFQ 2022-098 ANNUAL CONTRACT FOR PROFESSIONAL ARCHITECTURAL - ENGINEERING SERVICES

Evaluation Criteria	Max. Points	Hahnfeld Associates, Architects and Planners, Inc.		Huitt-Zollars, Inc.		IN2 Architecture	
		Fort Worth, TX		Fort Worth, TX		Dallas, TX	
		HUB:	No	HUB:	No	HUB:	Yes
Tab 1 - Required Forms	5	5.00		5.00		5.00	
Tab 2 - Executive Summary	30	19.08		18.60		18.00	
Tab 3 - Staff, Experience, Expertise, & Technical Resources	45	31.80		30.00		27.00	
Tab 4 - Personnel by Primary Technical Discipline	10	6.00		6.00		6.00	
Tab 5 - References	10	3.78		5.11		6.00	
Total Score	100	65.66		64.71		62.00	

Evaluation Criteria	Max. Points	Johnston, LLC		Kai/Alliance, LC dba KAI Design dba KAI Texas		Komatsu/Rangel, Inc., dba Komatsu Architecture	
		Houston, TX		Irving, TX		Fort Worth, TX	
		HUB:	No	HUB:	Yes	HUB:	Yes
Tab 1 - Required Forms	5	5.00		5.00		4.94	
Tab 2 - Executive Summary	30	18.00		18.60		18.60	
Tab 3 - Staff, Experience, Expertise, & Technical Resources	45	29.40		28.80		30.00	
Tab 4 - Personnel by Primary Technical Discipline	10	6.00		6.00		6.00	
Tab 5 - References	10	6.00		3.89		4.00	
Total Score	100	64.40		62.29		63.54	

RFQ 2022-098 ANNUAL CONTRACT FOR PROFESSIONAL ARCHITECTURAL - ENGINEERING SERVICES

Evaluation Criteria	Max. Points	LBL Architects, Inc.		Level 5 Architecture, PLLC		MEP Consulting Engineers, Inc.	
		Arlington, TX		Mansfield, TX		Fort Worth, TX	
		HUB:	No	HUB:	No	HUB:	Yes
Tab 1 - Required Forms	5	5.00		5.00		5.00	
Tab 2 - Executive Summary	30	18.48		18.00		18.00	
Tab 3 - Staff, Experience, Expertise, & Technical Resources	45	33.00		27.00		28.80	
Tab 4 - Personnel by Primary Technical Discipline	10	6.00		6.00		6.00	
Tab 5 - References	10	5.78		2.00		3.11	
Total Score	100	68.26		58.00		60.91	

Evaluation Criteria	Max. Points	Oxley Williams Tharp Architects, PLLC		Priority Power Management, LLC		RPGA Design Group, Inc.	
		Fort Worth, TX		Arlington, TX		Fort Worth, TX	
		HUB:	No	HUB:	No	HUB:	Yes
Tab 1 - Required Forms	5	5.00		5.00		5.00	
Tab 2 - Executive Summary	30	18.00		18.00		18.00	
Tab 3 - Staff, Experience, Expertise, & Technical Resources	45	27.00		27.00		27.00	
Tab 4 - Personnel by Primary Technical Discipline	10	6.00		6.00		6.00	
Tab 5 - References	10	10.00		6.00		6.89	
Total Score	100	66.00		62.00		62.89	

RFQ 2022-098 ANNUAL CONTRACT FOR PROFESSIONAL ARCHITECTURAL - ENGINEERING SERVICES

Evaluation Criteria	Max. Points	The Chadwell Group, LP dba ROOFTECH		Summit Consultants, Inc.		Terracon Consultants, Inc.	
		Fort Worth, TX		Fort Worth, TX		Dallas, TX	
		HUB:	Yes	HUB:	No	HUB:	No
Tab 1 - Required Forms	5	5.00		5.00		5.00	
Tab 2 - Executive Summary	30	18.00		18.00		18.00	
Tab 3 - Staff, Experience, Expertise, & Technical Resources	45	27.00		28.20		28.80	
Tab 4 - Personnel by Primary Technical Discipline	10	6.00		6.00		6.00	
Tab 5 - References	10	4.00		5.78		3.89	
Total Score	100	60.00		62.98		61.69	

Evaluation Criteria	Max. Points	Wrightson, Johnson, Haddon & Williams, Inc.		Yaggi Engineering, Inc.		Parkhill dba Parkhill, Smith & Cooper, Inc.	
		Carrollton, TX		Arlington, TX		Lubbock, TX	
		HUB:	No	HUB:	Yes	HUB:	No
Tab 1 - Required Forms	5	4.60		5.00		5.00	
Tab 2 - Executive Summary	30	18.00		18.00		18.00	
Tab 3 - Staff, Experience, Expertise, & Technical Resources	45	27.00		27.00		31.80	
Tab 4 - Personnel by Primary Technical Discipline	10	6.00		6.00		6.27	
Tab 5 - References	10	5.33		8.00		2.00	
Total Score	100	60.93		64.00		63.07	

**RFQ 2022-098 ANNUAL CONTRACT FOR PROFESSIONAL ARCHITECTURAL -
ENGINEERING SERVICES**

Evaluation Criteria	Max. Points	PGAL, Inc.	
		Addison, TX	
		HUB:	No
Tab 1 - Required Forms	5	5.00	
Tab 2 - Executive Summary	30	18.00	
Tab 3 - Staff, Experience, Expertise, & Technical Resources	45	27.00	
Tab 4 - Personnel by Primary Technical Discipline	10	6.00	
Tab 5 - References	10	5.89	
Total Score	100	61.89	



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 No. 2022-098 – Annual Contract for Professional Architectural and Engineering Services – Facilities Management – Various Vendors - Exercise Fourth 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: March 10, 2026

Court Order #:

Page: 1 of 17

Department: Purchasing

Prepared By: James Bocks, CPPB

Approved By: Christopher Lax, CPSM,
CPSD, CPCP

SUBJECT:

Bid No. 2023-070 - Annual Contract for Fuel - Countywide - Various Vendors - Exercise Third 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. 2023-070, Annual Contract for Fuel, for the third and final optional twelve (12) month period at the same firm fixed prices.

BACKGROUND

On March 14, 2023, the Commissioners Court, through Court Order #140485, awarded Bid No. 2023-070, Annual Contract for Fuel, Countywide, to the following vendors:

Primary	Tartan Oil, LLC
Secondary	Offen Petroleum
Alternate	Senergy Petroleum, LLC

The awards were based upon low bid meeting specifications and contained options to renew for two (2) additional twelve (12) month periods.

On February 21, 2024, the Commissioners Court, through Court Order #142684, approved the first renewal option.

On March 11, 2025, the Commissioners Court, through Court Order #144856, approved the second renewal option.

The purpose of this agreement is to purchase fuel for the County use.

The vendors notified Purchasing in writing that their prices will remain firm through April 6, 2027. Fleet Management notified Purchasing in writing that they are pleased with the vendors and want to renew.

Therefore, it is the joint recommendation of Fleet Management and Purchasing that the Commissioners Court approve renewal of Bid No. 2023-070, Annual Contract for Fuel, for another twelve (12) month period.

FISCAL IMPACT

Expenses for the last twelve (12) months were \$409,987.94. Eighteen (18) government entities currently utilize this bid. Funding is available in account 10000-2026 General Fund/684020000 Transportation/576182 Fuel.

Attachments

[Fuel 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

01/07/2026

Josh Epperson
5508 Lonas Dr.
Knoxville, Tn 37909

Re: RFB 2023-070 - Fuel

Dear Mr. Epperson:

Referenced bid was for twelve (12) months with three (3) options to renew for an additional twelve (12) months each. The original contract was for the period of April 7, 2023 through April 6, 2024. The effective dates for the first renewal ran from April 7, 2024 through April 6, 2025. The effective dates for the second renewal ran from April 7, 2025 through April 6, 2026. The third and final renewal will commence April 7, 2026 through April 6, 2027.

Tarrant County Purchasing Department hereby extends an invitation to Tartan Oil LLC to accept the third option for an additional one (1) year period as a primary vendor for this bid as awarded on March 14, 2023. Tartan Oil LLC acknowledges formal renewal of the option and any contract is contingent upon review and approval by the Tarrant County Commissioners Court. 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 April 6, 2027.

Yes, Tartan Oil LLC will accept the offer to extend the same contract terms and firm fixed prices through April 6, 2027 **Please include a current 1295 Form with your response.**

No, Tartan Oil LLC will NOT accept the offer to extend the same contract terms and firm fixed prices through April 6, 2027.

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,

Meagan Bogusch

Meagan Bogusch, Senior Buyer

Mbogusch@tarrantcountytexas.gov

817-212-7549

Signed by:
Sherry Thomas
5B4BCF8D0E0324F6

Sherry Thomas

Vice President

1/13/2026 | 11:32 AM EST

Tarrant County

City of Carrollton

City of Celina

City of Duncanville

City of Garland

City of Keller

City of Mesquite

City of Rowlett

City of Richardson

Denton County

Farmer's Branch

Fountain Hills Sanitation

Halton City

Johnson County

Lewisville ISD

Town of Addison

Upper Trinity Regional Water D

TCCD



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

01/07/2026

Katie Atencio
Senergy Petroleum LLC
1470 N. Horne St.
Gilbert, CO 85233

Re: RFB 2023-070 - Fuel

Dear Ms. Atencio,

Referenced bid was for twelve (12) months with three (3) options to renew for an additional twelve (12) months each. The original contract was for the period of April 7, 2023 through April 6, 2024. The effective dates for the first renewal ran from April 7, 2024 through April 6, 2025. The effective dates for the second renewal ran from April 7, 2025 through April 6, 2026. The third and final renewal will commence April 7, 2026 through April 6, 2027.

Tarrant County Purchasing Department hereby extends an invitation to Senergy Petroleum LLC to accept the third option for an additional one (1) year period as an alternate vendor for this bid as awarded on March 14, 2023. Senergy Petroleum LLC acknowledges formal renewal of the option and any contract is contingent upon review and approval by the Tarrant County Commissioners Court. 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 April 6, 2027.

Yes, Senergy Petroleum LLC will accept the offer to extend the same contract terms and firm fixed prices through April 6, 2027. **Please include a current 1295 Form with your response.**

No, Senergy Petroleum LLC will NOT accept the offer to extend the same contract terms and firm fixed prices through April 6, 2027.

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,

Meagan Bogusch

Meagan Bogusch, Senior Buyer

Mbogusch@tarrantcountytx.gov

817-212-7549

Katie Atencio

Katie Atencio

01/08/2026

01/08/2026



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

01/07/2026

Offen Petroleum
PO Box 1124
Sherman TX 75091

Re: RFB 2023-070 - Fuel

Dear Offen Petroleum:

Referenced bid was for twelve (12) months with three (3) options to renew for an additional twelve (12) months each. The original contract was for the period of April 7, 2023 through April 6, 2024. The effective dates for the first renewal ran from April 7, 2024 through April 6, 2025. The effective dates for the second renewal ran from April 7, 2025 through April 6, 2026. The third and final renewal will commence April 7, 2026 through April 6, 2027.

Tarrant County Purchasing Department hereby extends an invitation to Offen Petroleum to accept the third option for an additional one (1) year period as a secondary vendor for this bid as awarded on March 14, 2023. Offen Petroleum acknowledges formal renewal of the option and any contract is contingent upon review and approval by the Tarrant County Commissioners Court. 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 April 6, 2027.

Yes, Offen Petroleum will accept the offer to extend the same contract terms and firm fixed prices through April 6, 2027. **Please include a current 1295 Form with your response.**

No, Offen Petroleum will NOT accept the offer to extend the same contract terms and firm fixed prices through April 6, 2027.

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,

Meagan Bogusch

Meagan Bogusch, Senior Buyer

mbogusch@tarrantcountytx.gov

817-212-7549


Phillip C. Jones, *Primary and Supply Manager*
phillip.jones@offenpetro.com
903-813-5171

Memorandum

To: Josh Palmer

Dept: Facilities

From: Meagan Bogusch, Sr. Buyer, Purchasing Department

Date: 1/02/2026

Re: Renewal of 2023-070 Fuel

The above-referenced contract will expire on April 06, 2027. This contract included three (3) options to renew with the vendor for additional twelve (12) month terms. The first renewal term commenced April 07, 2024 and expired April 06, 2025. The second renewal commenced April 07, 2025 and will expire April 06, 2026. The third and final renewal would commence on April 7, 2026 and will expire April 7, 2027.

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 January 9, 2026:

Senegy Petroleum LLC
Offen Petroleum LLC
Tartan Oil LLC

Yes, I wish to continue the current contract with the above mentioned vendors for the third renewal term of the contract.

Funds to support this contract will be provided by the following accounts:
10000-2026 General Fund/Various Cost Centers/532011 Building Maintenance

No, I do not wish to continue the current contract with the above-mentioned vendor for the following reason(s).

SIGNATURE: Joshua B. Palmer

DATE: 01/07/2026

Memorandum

To: Leslie Stuart

Dept: Central Garage

From: Meagan Bogusch, Sr. Buyer, Purchasing Department

Date: 1/02/2026

Re: Renewal of 2023-070 Fuel

The above-referenced contract will expire on April 06, 2027. This contract included three (3) options to renew with the vendor for additional twelve (12) month terms. The first renewal term commenced April 07, 2024, and expired April 06, 2025. The second renewal commenced April 07, 2025, and will expire April 06, 2026. The third and final renewal would commence on April 7, 2026, and will expire April 7, 2027.

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 January 9, 2026:

Senergy Petroleum LLC

Offen Petroleum LLC

Tartan Oil LLC

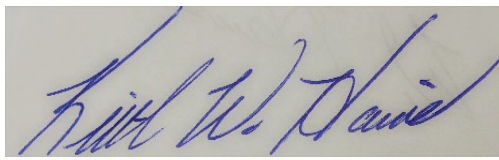
Yes, I wish to continue the current contract with the above-mentioned vendors for the third renewal term of the contract.

Funds to support this contract will be provided by the following accounts:

10000-2026 General Fund/6840200000 Fleet Services/576182 Fuel

____ vendor for the following reason(s).
____ No, I do not wish to continue the current contract with the above-mentioned

SIGNATURE: _____



DATE: 01/05/26

Bid No. 2023-070 Annual Contract for Fuel

				Primary Award			Secondary Award		
				Saratoga Rack Marketing LLC Houston, TX HUB: No CO-OP: Yes			Douglass Distributing Sherman, TX HUB: No CO-OP: Yes		
Item No	Description	EST Usage	OPIS 2/14/2023 10:00AM	Diff.	Plus or Minus	Total Amount Bid	Diff.	Plus or Minus	Total Amount Bid
1	Reformulated Gasoline Regular, Transport Load, 7,500 Gallons or more	160,544	\$ 2.3602	\$ (0.0042)	-	\$ 378,241.66	\$ 0.0150	+	\$ 381,324.11
2	Reformulated Gasoline Regular, Short Transport Load, 4,000 Gallons to 7,499 Gallons	1	\$ 2.3602	\$ 0.0033	+	\$ 2.36	\$ 0.0250	+	\$ 2.39
3	Reformulated Gasoline Regular, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	1,240	\$ 2.3602	\$ 0.2900	+	\$ 3,286.25	\$ 0.0500	+	\$ 2,988.65
4	Reformulated Gasoline Regular, Short Tank Wagon Load, 1,499 Gallons or less	1	\$ 2.3602	\$ 0.4300	+	\$ 2.79	\$ 0.0700	+	\$ 2.43
5	Reformulated Gasoline Mid Grade, Premium, 7,500 Gallons or more	1	\$ 2.3112	\$ (0.0042)	-	\$ 2.31	\$ 0.0150	+	\$ 2.33
6	Reformulated Gasoline Mid Grade, Premium, Short Transport Load, 4,000 Gallons to 7,499 Gallons	1	\$ 2.3112	\$ 0.0033	+	\$ 2.31	\$ 0.0250	+	\$ 2.34
7	Reformulated Gasoline Mid Grade, Premium, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	1	\$ 2.3112	\$ 0.2900	+	\$ 2.60	\$ 0.0500	+	\$ 2.36
8	Reformulated Gasoline Mid Grade, Premium, Short Tank Wagon Load, 1,499 Gallons or less	1	\$ 2.3112	\$ 0.4300	+	\$ 2.74	\$ 0.1500	+	\$ 2.46

Notes: Bid received from Global Montello Group Corp. was deemed non-responsive for failure to sign addendum 1 as required. *Pinnacle Petroleum, Inc. declined to be a secondary vendor.

Bid No. 2023-070 Annual Contract for Fuel

				Alternate Award					
				Senergy Petroleum, LLC Gilbert, AZ HUB: No CO-OP: Yes			U.S Venture, Inc. Appleton, WI HUB: No		
Item No	Description	EST Usage	OPIS 2/14/2023 10:00AM	Diff.	Plus or Minus	Total Amount Bid	Diff.	Plus or Minus	Total Amount Bid
1	Reformulated Gasoline Regular, Transport Load, 7,500 Gallons or more	160,544	\$ 2.3602	\$ 0.0150	+	\$ 381,324.11	\$ 0.0540	+	\$ 387,585.32
2	Reformulated Gasoline Regular, Short Transport Load, 4,000 Gallons to 7,499 Gallons	1	\$ 2.3602	\$ 0.0600	+	\$ 2.42	\$ 0.1000	+	\$ 2.46
3	Reformulated Gasoline Regular, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	1,240	\$ 2.3602	\$ 0.1400	+	\$ 3,100.25	\$ 0.1900	+	\$ 3,162.25
4	Reformulated Gasoline Regular, Short Tank Wagon Load, 1,499 Gallons or less	1	\$ 2.3602	\$ 0.2300	+	\$ 2.59	\$ 0.2900	+	\$ 2.65
5	Reformulated Gasoline Mid Grade, Premium, 7,500 Gallons or more	1	\$ 2.3112	\$ 0.0200	+	\$ 2.33	\$ 0.0540	+	\$ 2.37
6	Reformulated Gasoline Mid Grade, Premium, Short Transport Load, 4,000 Gallons to 7,499 Gallons	1	\$ 2.3112	\$ 0.0700	+	\$ 2.38	\$ 0.1000	+	\$ 2.41
7	Reformulated Gasoline Mid Grade, Premium, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	1	\$ 2.3112	\$ 0.1500	+	\$ 2.46	\$ 0.1900	+	\$ 2.50
8	Reformulated Gasoline Mid Grade, Premium, Short Tank Wagon Load, 1,499 Gallons or less	1	\$ 2.3112	\$ 0.2400	+	\$ 2.55	\$ 0.2900	+	\$ 2.60

Notes: Bid received from Global Montello Group Corp. was deemed non-responsive for failure to sign addendum 1 as required. *Pinnacle Petroleum, Inc. declined to be a secondary vendor.

Bid No. 2023-070 Annual Contract for Fuel

				Pinnacle Petroleum, Inc. Huntington Beach CA HUB: Yes		
Item No	Description	EST Usage	OPIS 2/14/2023 10:00AM	Diff.	Plus or Minus	Total Amount Bid
1	Reformulated Gasoline Regular, Transport Load, 7,500 Gallons or more	160,544	\$ 2.3602	\$ 0.0263	+	\$ 383,138.26
2	Reformulated Gasoline Regular, Short Transport Load, 4,000 Gallons to 7,499 Gallons	1	\$ 2.3602	\$ 0.1548	+	\$ 2.52
3	Reformulated Gasoline Regular, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	1,240	\$ 2.3602	\$ 0.0472	+	\$ 2,985.18
4	Reformulated Gasoline Regular, Short Tank Wagon Load, 1,499 Gallons or less	1	\$ 2.3602	\$ 0.7740	+	\$ 3.13
5	Reformulated Gasoline Mid Grade, Premium, 7,500 Gallons or more	1	\$ 2.3112	\$ 0.0919	+	\$ 2.40
6	Reformulated Gasoline Mid Grade, Premium, Short Transport Load, 4,000 Gallons to 7,499 Gallons	1	\$ 2.3112	\$ 0.1727	+	\$ 2.48
7	Reformulated Gasoline Mid Grade, Premium, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	1	\$ 2.3112	\$ 0.4615	+	\$ 2.77
8	Reformulated Gasoline Mid Grade, Premium, Short Tank Wagon Load, 1,499 Gallons or less	1	\$ 2.3112	\$ 1.5156	+	\$ 3.83

Notes: Bid received from Global Montello Group Corp. was deemed non-responsive for failure to sign addendum 1 as required. *Pinnacle Petroleum, Inc. declined to be a secondary vendor.

Bid No. 2023-070 Annual Contract for Fuel

				Primary Award			Secondary Award		
				Saratoga Rack Marketing LLC Houston, TX HUB: No CO-OP: Yes			Douglass Distributing Sherman, TX HUB: No CO-OP: Yes		
Item No	Description	EST Usage	OPIS 2/14/2023 10:00AM	Diff.	Plus or Minus	Total Amount Bid	Diff.	Plus or Minus	Total Amount Bid
9	E85 Gasoline, Transport Load, 7,500 Gallons or more	1	\$ 1.4863	\$ 0.0538	+	\$ 1.54	\$ 0.0150	+	\$ 1.50
10	E85 Gasoline, Short Transport Load, 4,000 Gallons to 7,499 Gallons	1	\$ 1.4863	\$ 0.0613	+	\$ 1.55	\$ 0.0250	+	\$ 1.51
11	E85 Gasoline, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	1	\$ 1.4863	\$ 0.2900	+	\$ 1.78	\$ 0.0500	+	\$ 1.54
12	E85 Gasoline, Short Tank Wagon Load, 1,499 Gallons or less	1	\$ 1.4863	\$ 0.4300	+	\$ 1.92	\$ 0.1500	+	\$ 1.64
13	No. 2, Diesel (TxLED), Transport Load, 7,500 Gallons or more	135,453	\$ 2.8763	\$ (0.0362)	-	\$ 384,700.07	\$ -	+	\$ 389,603.46
14	No. 2, Diesel (TxLED), Short Transport Load, 4,000 Gallons to 7,499 Gallons	1	\$ 2.8763	\$ (0.0287)	-	\$ 2.85	\$ 0.0250	+	\$ 2.90
15	No. 2, Diesel (TxLED), Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	9,401	\$ 2.8763	\$ 0.2900	+	\$ 29,766.39	\$ 0.0500	+	\$ 27,510.15
16	No. 2, Diesel (TxLED), Short Tank Wagon Load, 1,499 Gallons or less	1	\$ 2.8763	\$ 0.4300	+	\$ 3.31	\$ 0.0700	+	\$ 2.95

Notes: Bid received from Global Montello Group Corp. was deemed non-responsive for failure to sign addendum 1 as required. *Pinnacle Petroleum, Inc. declined to be a secondary vendor.

Bid No. 2023-070 Annual Contract for Fuel

				Alternate Award					
				Senergy Petroleum, LLC Gilbert, AZ HUB: No CO-OP: Yes			U.S Venture, Inc. Appleton, WI HUB: No		
Item No	Description	EST Usage	OPIS 2/14/2023 10:00AM	Diff.	Plus or Minus	Total Amount Bid	Diff.	Plus or Minus	Total Amount Bid
9	E85 Gasoline, Transport Load, 7,500 Gallons or more	1	\$ 1.4863	\$ 0.0900	+	\$ 1.58	\$ 0.0540	+	\$ 1.54
10	E85 Gasoline, Short Transport Load, 4,000 Gallons to 7,499 Gallons	1	\$ 1.4863	\$ 0.0833	+	\$ 1.57	\$ 0.1000	+	\$ 1.59
11	E85 Gasoline, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	1	\$ 1.4863	\$ 0.1255	+	\$ 1.61	\$ 0.1900	+	\$ 1.68
12	E85 Gasoline, Short Tank Wagon Load, 1,499 Gallons or less	1	\$ 1.4863	\$ 0.4825	+	\$ 1.97	\$ 0.2900	+	\$ 1.78
13	No. 2, Diesel (TxLED), Transport Load, 7,500 Gallons or more	135,453	\$ 2.8763	\$ (0.0050)	-	\$ 388,926.20	\$ 0.0610	+	\$ 397,866.10
14	No. 2, Diesel (TxLED), Short Transport Load, 4,000 Gallons to 7,499 Gallons	1	\$ 2.8763	\$ 0.0400	+	\$ 2.92	\$ 0.1210	+	\$ 3.00
15	No. 2, Diesel (TxLED), Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	9,401	\$ 2.8763	\$ 0.1200	+	\$ 28,168.22	\$ 0.2210	+	\$ 29,117.72
16	No. 2, Diesel (TxLED), Short Tank Wagon Load, 1,499 Gallons or less	1	\$ 2.8763	\$ 0.4500	+	\$ 3.33	\$ 0.3210	+	\$ 3.20

Notes: Bid received from Global Montello Group Corp. was deemed non-responsive for failure to sign addendum 1 as required. *Pinnacle Petroleum, Inc. declined to be a secondary vendor.

Bid No. 2023-070 Annual Contract for Fuel

				Pinnacle Petroleum, Inc. Huntington Beach CA HUB: Yes		
Item No	Description	EST Usage	OPIS 2/14/2023 10:00AM	Diff.	Plus or Minus	Total Amount Bid
9	E85 Gasoline, Transport Load, 7,500 Gallons or more	1	\$ 1.4863	\$ 0.3581	+	\$ 1.84
10	E85 Gasoline, Short Transport Load, 4,000 Gallons to 7,499 Gallons	1	\$ 1.4863	\$ 0.4349	+	\$ 1.92
11	E85 Gasoline, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	1	\$ 1.4863	\$ 0.7337	+	\$ 2.22
12	E85 Gasoline, Short Tank Wagon Load, 1,499 Gallons or less	1	\$ 1.4863	\$ 1.5156	+	\$ 3.00
13	No. 2, Diesel (TxLED), Transport Load, 7,500 Gallons or more	135,453	\$ 2.8763	\$ (0.0182)	-	\$ 387,138.22
14	No. 2, Diesel (TxLED), Short Transport Load, 4,000 Gallons to 7,499 Gallons	1	\$ 2.8763	\$ 0.0754	+	\$ 2.95
15	No. 2, Diesel (TxLED), Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	9,401	\$ 2.8763	\$ 0.0741	+	\$ 27,736.71
16	No. 2, Diesel (TxLED), Short Tank Wagon Load, 1,499 Gallons or less	1	\$ 2.8763	\$ 3.0197	+	\$ 5.90

Notes: Bid received from Global Montello Group Corp. was deemed non-responsive for failure to sign addendum 1 as required. *Pinnacle Petroleum, Inc. declined to be a secondary vendor.

Bid No. 2023-070 Annual Contract for Fuel

				Primary Award			Secondary Award		
				Saratoga Rack Marketing LLC Houston, TX HUB: No CO-OP: Yes			Douglass Distributing Sherman, TX HUB: No CO-OP: Yes		
Item No	Description	EST Usage	OPIS 2/14/2023 10:00AM	Diff.	Plus or Minus	Total Amount Bid	Diff.	Plus or Minus	Total Amount Bid
17	Red Dyed Diesel, Transport Load, 7,500 Gallons or more	1	\$ 2.8642	\$ (0.0392)	-	\$ 2.83	\$ -	+	\$ 2.86
18	Red Dyed Diesel, Short Transport Load, 4,000 Gallons to 7,499 Gallons	1	\$ 2.8642	\$ (0.0317)	-	\$ 2.83	\$ 0.0250	+	\$ 2.89
19	Red Dyed Diesel, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	1	\$ 2.8642	\$ 0.2900	+	\$ 3.15	\$ 0.0500	+	\$ 2.91
20	Red Dyed Diesel, Short Tank Wagon Load, 1,499 Gallons or less	1	\$ 2.8642	\$ 0.4300	+	\$ 3.29	\$ 0.0700	+	\$ 2.93
Total Bid Amount:				\$ 796,034.52			\$ 801,464.30		
Additional Fee for orders delivered outside of normal business hours of Monday through Friday: 6:00 AM - 5:00 PM:				\$ 50.00			\$ -		

Notes: Bid received from Global Montello Group Corp. was deemed non-responsive for failure to sign addendum 1 as required. *Pinnacle Petroleum, Inc. declined to be a secondary vendor.

Bid No. 2023-070 Annual Contract for Fuel

				Alternate Award					
				Senergy Petroleum, LLC Gilbert, AZ HUB: No CO-OP: Yes			U.S Venture, Inc. Appleton, WI HUB: No		
Item No	Description	EST Usage	OPIS 2/14/2023 10:00AM	Diff.	Plus or Minus	Total Amount Bid	Diff.	Plus or Minus	Total Amount Bid
17	Red Dyed Diesel, Transport Load, 7,500 Gallons or more	1	\$ 2.8642	\$ 0.0050	+	\$ 2.87	\$ 0.0660	+	\$ 2.93
18	Red Dyed Diesel, Short Transport Load, 4,000 Gallons to 7,499 Gallons	1	\$ 2.8642	\$ 0.0450	+	\$ 2.91	\$ 0.1260	+	\$ 2.99
19	Red Dyed Diesel, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	1	\$ 2.8642	\$ 0.1250	+	\$ 2.99	\$ 0.2260	+	\$ 3.09
20	Red Dyed Diesel, Short Tank Wagon Load, 1,499 Gallons or less	1	\$ 2.8642	\$ 0.4550	+	\$ 3.32	\$ 0.3260	+	\$ 3.19
Total Bid Amount:				\$ 801,558.56			\$ 817,771.35		
Additional Fee for orders delivered outside of normal business hours of Monday through Friday: 6:00 AM - 5:00 PM:				\$ 250.00			\$ 150.00		

Notes: Bid received from Global Montello Group Corp. was deemed non-responsive for failure to sign addendum 1 as required. *Pinnacle Petroleum, Inc. declined to be a secondary vendor.

Bid No. 2023-070 Annual Contract for Fuel

				Pinnacle Petroleum, Inc. Huntington Beach CA HUB: Yes		
Item No	Description	EST Usage	OPIS 2/14/2023 10:00AM	Diff.	Plus or Minus	Total Amount Bid
17	Red Dyed Diesel, Transport Load, 7,500 Gallons or more	1	\$ 2.8642	\$ 0.1186	+	\$ 2.98
18	Red Dyed Diesel, Short Transport Load, 4,000 Gallons to 7,499 Gallons	1	\$ 2.8642	\$ 0.2034	+	\$ 3.07
19	Red Dyed Diesel, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	1	\$ 2.8642	\$ 0.5330	+	\$ 3.40
20	Red Dyed Diesel, Short Tank Wagon Load, 1,499 Gallons or less	1	\$ 2.8642	\$ 1.5156	+	\$ 4.38
Total Bid Amount:				*\$801,047.16		
Additional Fee for orders delivered outside of normal business hours of Monday through Friday: 6:00 AM - 5:00 PM:				\$	300.00	

Notes: Bid received from Global Montello Group Corp. was deemed non-responsive for failure to sign addendum 1 as required. *Pinnacle Petroleum, Inc. declined to be a secondary vendor.



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. 2023-070 - Annual Contract for Fuel - Countywide - Various Vendors - Exercise Third and Final 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: March 10, 2026

Court Order #:

Page: 1 of 10

Department: Purchasing

Prepared By: James Bocks, CPPB

Approved By: Christopher Lax, CPSM,
CPSD, CPCP

SUBJECT:

Bid No. F2024052 - Annual Contract for Cold Milling Services - Countywide - Various Vendors - 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. F2024052, Annual Contract for Cold Milling Services, for the second and final optional twelve (12) month period at the same firm fixed prices.

BACKGROUND

On March 5, 2024, the Commissioners Court, through Court Order #142768, awarded Bid No F2024052, Annual Contract for Cold Milling Services, Countywide, to the following vendors:

Primary	Dustrol, Inc.	3 of 3 Sections
	TexOp Construction, LP	3 of 3 Sections
	David-Tehoungue Ltd. Co.	3 of 3 Sections

The awards were based upon low bid meeting specifications and contained options to renew for two (2) additional twelve (12) month periods.

On January 28, 2025, the Commissioners Court, through Court Order #144650, approved the first renewal option.

The purpose of this contract is for the vendor to provide cold milling services on County and city roads. Cold milling is when the top layer of the road is removed to resurface or completely remove the preexisting road.

The vendors notified Purchasing in writing that their prices will remain firm through April 4, 2027. The four (4) Maintenance Precincts notified Purchasing in writing that they are pleased with the vendors and want to renew.

Therefore, it is the joint recommendation of the four (4) Maintenance Precincts and Purchasing that the Commissioners Court approve renewal of Bid No. F2024052, Annual Contract for Cold Milling Services, for another twelve (12) month period.

FISCAL IMPACT

Expenses for the last twelve (12) months were \$69,485.34. Funding is available in the following accounts:

26100-2026 Road and Bridge/ 6110300000 Precinct 1 Maintenance/558093 Milling
26100-2026 Road and Bridge/ 6210300000 Precinct 2 Maintenance/558093 Milling
26100-2026 Road and Bridge/ 6310300000 Precinct 3 Maintenance/558093 Milling

Attachments

[Cold Milling 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

12/29/2025

Junior Benitez
2801 HWY 114 W
Fort Worth, TX 76177

Re: RFB F2024052 – Annual Contract for Cold Milling Services

Dear Mr. Benitez:

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 April 5, 2024 through April 4, 2025. The effective dates for the first renewal ran from April 5, 2025 through April 4, 2026. The second and final renewal will commence April 5, 2026 through April 4, 2027.

Tarrant County Purchasing Department hereby extends an invitation to Dustrol Inc to accept the second option for an additional one (1) year period as a primary vendor for this bid as awarded on March 5, 2024. Dustrol, Inc acknowledges formal renewal of the option and any contract is contingent upon review and approval by the Tarrant County Commissioners Court. 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 April 4, 2027.

Yes, Dustrol, Inc will accept the offer to extend the same contract terms and firm fixed prices through April 4, 2027
Please include a current 1295 Form with your response.

No, Dustrol, Inc will NOT accept the offer to extend the same contract terms and firm fixed prices through April 4, 2027.

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,

Meagan Bogusch

Meagan Bogusch, Senior Buyer

Mbogusch@tarrantcountytx.gov

817-212-7549

Kevin Koehler

Kevin Koehler
Executive V.P.

KKoehler@dustrol.com

316-536-2262



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

12/29/2025

James Davis
TexOp Construction, LP
PO Box 427
Roanoke, Tx 76262

Re: RFB F2024052 – Annual Contract for Cold Milling Services

Dear Mr. Davis:

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 April 5, 2024 through April 4, 2025. The effective dates for the first renewal ran from April 5, 2025 through April 4, 2026. The second and final renewal will commence April 5, 2026 through April 4, 2027.

Tarrant County Purchasing Department hereby extends an invitation to TexOp Construction, LP to accept the second option for an additional one (1) year period as a primary vendor for this bid as awarded on March 5, 2024. TexOp Construction, LP acknowledges formal renewal of the option and any contract is contingent upon review and approval by the Tarrant County Commissioners Court. 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 April 4, 2027.

Yes, TexOp Construction, LP will accept the offer to extend the same contract terms and firm fixed prices through April 4, 2027 **Please include a current 1295 Form with your response.**

No, TexOp Construction, LP will NOT accept the offer to extend the same contract terms and firm fixed prices through April 4, 2027.

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,

Meagan Bogusch

Meagan Bogusch, Senior Buyer

Mbogusch@tarrantcountytexas.gov

817-212-7549

Danny Simpson

Danny Simpson MS.SCM CPSM CPSD CPCP

Danny Simpson

tmcccloud@texop.com

01/05/2026



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

02/04/2026

Abalo Tehoungue
318 Glen Ln
Hickory Creek, TX 75065

Re: RFB F2024052 – Annual Contract for Cold Milling Services

Dear Mr. Tehoungue:

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 April 5, 2024 through April 4, 2025. The effective dates for the first renewal ran from April 5, 2025 through April 4, 2026. The second and final renewal will commence April 5, 2026 through April 4, 2027.

Tarrant County Purchasing Department hereby extends an invitation to David-Tehoungue Ltd Co to accept the second option for an additional one (1) year period as a primary vendor for this bid as awarded on March 5, 2024. David-Tehoungue Ltd Co acknowledges formal renewal of the option and any contract is contingent upon review and approval by the Tarrant County Commissioners Court. 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 April 4, 2027.

Yes, David-Tehoungue Ltd Co will accept the offer to extend the same contract terms and firm fixed prices through April 4, 2027 **Please include a current 1295 Form with your response.**

No, David-Tehoungue Ltd Co will NOT accept the offer to extend the same contract terms and firm fixed prices through April 4, 2027.

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,

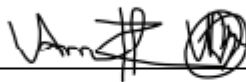
Meagan Bogusch

Meagan Bogusch, Senior Buyer

Mbogusch@tarrantcountytexas.gov

817-212-7549

Abalo Tehoungue/ CEO



Memorandum

To: Joe Trammel

Dept: Precinct 1

From: Meagan Bogusch, Sr. Buyer, Purchasing Department

Date: 12/09/2025

Re: Renewal of F2024052 Annual Contract for Cold Milling Services

The above-referenced contract will expire on April 04, 2027. This contract included two (2) options to renew with the vendor for additional twelve (12) month terms. The first renewal term would commence April 05, 2025 and would expire April 04, 2026. The final renewal would commence April 05, 2026 and would expire April 04/2027

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 December 19, 2025:

TexOp Construction, LP
David-Tehoungue Ltd Co
Dustrol, Inc

Yes, I wish to continue the current contract with the above mentioned vendor for the (order) renewal term of the contract.

Funds to support this contract will be provided by the following accounts:

558093/26100-2026/6110300000

No, I do not wish to continue the current contract with the above-mentioned vendor for the following reason(s).

SIGNATURE: Joe L. Trammel

DATE: 12/9/25

Memorandum

To: Jason Thomas

Dept: Precinct 2

From: Meagan Bogusch, Sr. Buyer, Purchasing Department

Date: 12/09/2025

Re: Renewal of F2024052 Annual Contract for Cold Milling Services

The above-referenced contract will expire on April 04, 2027. This contract included two (2) options to renew with the vendor for additional twelve (12) month terms. The first renewal term would commence April 05, 2025 and would expire April 04, 2026. The final renewal would commence April 05, 2026 and would expire April 04/2027

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 December 19, 2025:

TexOp Construction, LP
David-Tehoungue Ltd Co
Dustrol, Inc

Yes, I wish to continue the current contract with the above mentioned vendor for the (order) renewal term of the contract.

Funds to support this contract will be provided by the following accounts:

558093 26100 2026 6210300000

No, I do not wish to continue the current contract with the above-mentioned vendor for the following reason(s).

SIGNATURE: Lon Edward

DATE: 12-9-25

Memorandum

To: Anthony Jaramillo

Dept: Precinct 3

From: Meagan Bogusch, Sr. Buyer, Purchasing Department

Date: 12/09/2025

Re: Renewal of F2024052 Annual Contract for Cold Milling Services

The above-referenced contract will expire on April 04, 2027. This contract included two (2) options to renew with the vendor for additional twelve (12) month terms. The first renewal term would commence April 05, 2025 and would expire April 04, 2026. The final renewal would commence April 05, 2026 and would expire April 04/2027

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 December 19, 2025:

TexOp Construction, LP
David-Tehoungue Ltd Co
Dustrol, Inc

Yes, I wish to continue the current contract with the above mentioned vendor for the (order) renewal term of the contract.

Funds to support this contract will be provided by the following accounts:

26100.2026/ 558093 / 6310300000

No, I do not wish to continue the current contract with the above-mentioned vendor for the following reason(s).

SIGNATURE:



DATE:

12/9/25

Memorandum

To: Doug Deweese

Dept: Precinct 4

From: Meagan Bogusch, Sr. Buyer, Purchasing Department

Date: 12/09/2025

Re: Renewal of F2024052 Annual Contract for Cold Milling Services

The above-referenced contract will expire on April 04, 2027. This contract included two (2) options to renew with the vendor for additional twelve (12) month terms. The first renewal term would commence April 05, 2025 and would expire April 04, 2026. The final renewal would commence April 05, 2026 and would expire April 04/2027

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 December 19, 2025:

TexOp Construction, LP
David-Tehoungue Ltd Co
Dustrol, Inc

Yes, I wish to continue the current contract with the above mentioned vendor for the (order) renewal term of the contract.

Funds to support this contract will be provided by the following accounts:

Pct 4 has our own Milling Machine & likely never use Vendor.
I do not object to Renewal of Contract
26100-2026/558093/641030000
 No, I do not wish to continue the current contract with the above-mentioned vendor for the following reason(s).

SIGNATURE: *Doug Deweese*

DATE: *12-9-2025*

Bid No. F2024052 Annual Contract for Cold Milling Services

				Award		Award		Award	
				Dustrol, Inc. Fort Worth, TX HUB - No Co-Op - Yes		TexOp Construction, LP Justin, TX HUB - No Co-Op - Yes		David-Tehoungue Ltd Co Killeen, TX HUB - Yes Co-Op - Yes	
				Total Price	\$107,548.35	Total Price	\$111,846.40	Total Price	\$494,642.60
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Vendor Retained Millings	1	EA	<u>\$107,515.29</u>	<u>\$107,515.29</u>	<u>\$111,816.80</u>	<u>\$111,816.80</u>	<u>\$494,539.90</u>	<u>\$494,539.90</u>
1.1	Full Depth Milling: 0 - 1.99"	43000	Price Per Square Yard	<u>\$2.50</u>		<u>\$2.60</u>		<u>\$11.50</u>	
1.2	Full Depth Milling: 2" - 3.99"	1	Price Per Square Yard	<u>\$3.89</u>		<u>\$3.90</u>		<u>\$12.30</u>	
1.3	Full Depth Milling: 4" - 5.99"	1	Price Per Square Yard	<u>\$4.45</u>		<u>\$5.40</u>		<u>\$12.60</u>	
1.4	Full Depth Milling: 6" - 7.99"	1	Price Per Square Yard	<u>\$6.95</u>		<u>\$7.50</u>		<u>\$15.00</u>	
1.5	Mobilization Charge			<u>\$1,000.00</u>		<u>\$1,400.00</u>		<u>\$33,000.00</u>	
1.6	Normal Response Time After Receipt of Order			<u>1 Week</u>		<u>5 days</u>		<u>3 days</u>	
2	Vendor Hauls and County Retains Millings	1	EA	<u>\$18.29</u>	<u>\$18.29</u>	<u>\$19.80</u>	<u>\$19.80</u>	<u>\$51.40</u>	<u>\$51.40</u>
2.1	Full Depth Milling: 0 - 1.99"	1	Price Per Square Yard	<u>\$2.75</u>		<u>\$2.70</u>		<u>\$11.50</u>	
2.2	Full Depth Milling: 2" - 3.99"	1	Price Per Square Yard	<u>\$4.14</u>		<u>\$4.00</u>		<u>\$12.30</u>	
2.3	Full Depth Milling: 4" - 5.99"	1	Price Per Square Yard	<u>\$4.45</u>		<u>\$5.50</u>		<u>\$12.60</u>	
2.4	Full Depth Milling: 6" - 7.99"	1	Price Per Square Yard	<u>\$6.95</u>		<u>\$7.60</u>		<u>\$15.00</u>	
2.5	Per Load Charge for one way distances further than ten (10) miles			<u>\$70.00</u>		<u>\$15.00</u>		<u>\$250.00</u>	
2.6	Per Mile Charge for one way distances further than ten (10) miles			<u>\$7.00</u>		<u>\$20.00</u>		<u>\$30.00</u>	
2.7	Mobilization Charge			<u>\$1,000.00</u>		<u>\$1,400.00</u>		<u>\$30,000.00</u>	
2.8	Normal Response Time After Receipt of Order			<u>1 Week</u>		<u>5 days</u>		<u>3 days</u>	
3	County Hauls and Retains Millings	1	EA	<u>\$14.77</u>	<u>\$14.77</u>	<u>\$9.80</u>	<u>\$9.80</u>	<u>\$51.30</u>	<u>\$51.30</u>
3.1	Full Depth Milling: 0 - 1.99"	1	Price Per Square Yard	<u>\$1.98</u>		<u>\$1.55</u>		<u>\$11.50</u>	
3.2	Full Depth Milling: 2" - 3.99"	1	Price Per Square Yard	<u>\$2.39</u>		<u>\$2.15</u>		<u>\$12.30</u>	
3.3	Full Depth Milling: 4" - 5.99"	1	Price Per Square Yard	<u>\$3.95</u>		<u>\$2.60</u>		<u>\$12.50</u>	
3.4	Full Depth Milling: 6" - 7.99"	1	Price Per Square Yard	<u>\$6.45</u>		<u>\$3.50</u>		<u>\$15.00</u>	
3.5	Mobilization Charge			<u>\$1,000.00</u>		<u>\$1,000.00</u>		<u>\$33,000.00</u>	
3.6	Normal Response Time After Receipt of Order			<u>1 Week</u>		<u>5 days</u>		<u>3 days</u>	



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. 2024052 - Annual Contract for Cold Milling Services – Countywide - Various Vendors – Exercise Second and Final 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: March 10, 2026

Court Order #:

Page: 1 of 11

Department: Purchasing

Prepared By: James Bocks, CPPB

Approved By: Christopher Lax, CPSM,
CPSD, CPCP

SUBJECT:

Bid No. F2024066 - Annual Contract for Cement Slurry and Cementitious Slurry Services - Countywide - Martin Marietta Materials - 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. F2024066, Annual Contract for Cement Slurry and Cementitious Slurry Services, for the second and final optional twelve (12) month period at the same firm fixed prices.

BACKGROUND

On April 2, 2024, the Commissioners Court, through Court Order #142927, awarded Bid No. F2024066, Annual Contract for Cement Slurry and Cementitious Slurry Services, Countywide, to Martin Marietta Materials.

The award was based upon low bid meeting specifications and contained options to renew for two (2) additional twelve (12) month periods.

On January 28, 2025, the Commissioners Court, through Court Order #144651, approved the first renewal option.

The purpose of this contract is for the delivery and placement of cement slurry and cementitious slurry products on county and city roads used for soil stabilization on road projects.

The vendor notified Purchasing in writing that their prices will remain firm through April 29, 2027. The four (4) Maintenance Precincts notified Purchasing in writing that they are pleased with the vendor and want to renew.

The vendor submitted a price increase of five percent (5%) on Items 1.1 and 1.2 . The contract terms allow for a five percent (5%) price increase.

Therefore, it is the joint recommendation of the four (4) Maintenance Precincts and Purchasing that the Commissioners Court approve renewal of Bid No. F2024066, Annual Contract for Cement Slurry and Cementitious Slurry Services, for another twelve (12) month period.

FISCAL IMPACT

Annual expenses over the last year were \$151,550.50. Funding is available in the following accounts:
26100-2026 Road and Bridge/6110300000 Precinct #1 Maintenance/558094 Slurry Seal
26100-2026 Road and Bridge/6210300000 Precinct #2 Maintenance/558094 Slurry Seal
26100-2026 Road and Bridge/6310300000 Precinct #3 Maintenance/558094 Slurry Seal
26100-2026 Road and Bridge/6410300000 Precinct #4 Maintenance/558094 Slurry Seal

Attachments

[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

01/06/2026

Tim Naumann
2710 Wycliff Road
Raleigh, NC 27607

Re: RFB F2024066 – Annual Contract for Cement Slurry and Cementitious Slurry Services

Dear Mr. Naumann,

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 April 30, 2024 through April 29, 2025. The effective dates for the first renewal option will run from April 30, 2025 through April 29, 2026. The second and final renewal will run from April 30, 2026 through April 29, 2027.

Tarrant County Purchasing Department hereby extends an invitation to Martin Marietta to accept the second option for an additional one (1) year period as the primary vendor for this bid as awarded on April 2, 2024. Martin Marietta acknowledges formal renewal of the option and any contract is contingent upon review and approval by the Tarrant County Commissioners Court. 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 April 29, 2027.

[X] Yes, Martin Marietta will accept the offer to extend the same contract terms and firm fixed prices through April 29, 2027 with a 5% increase. Please include a current 1295 Form with your response.

[] No, Martin Marietta will NOT accept the offer to extend the same contract terms and firm fixed prices through April 29, 2027.

Are any other governmental entities currently utilizing this contract? [X] Yes [] No

If Yes, please return a listing of the participating entities with this letter.

Please email or fax your signed response.

Sincerely,

Meagan Bogusch
Meagan Bogusch, Senior Buyer
Mbogusch@tarrantcountytexas.gov

817-212-7549

Timothy Naumann - Senior Sales Representative
tim.naumann@martinmarietta.com
214-502-4925

2026 Price Increase New totals:

1.1	\$312.06	5%	<u>\$327.66</u>
1.2	\$301.56	5%	<u>\$316.64</u>
1.3	\$404.25	5%	<u>\$424.46</u>
1.4	\$131.25	5%	<u>\$137.81</u>

List of the entities that are using this bid:

- City of Garland
- City of Haslet
- City of Keller
- City of Grapevine
- City of Fort Worth
- City of Richland Hills
- City of Euless
- City of Colleyville
- City of Mansfield
- City of Azle
- City of Watauga
- Denton County
- Tarrant County

Memorandum

To: Joe Trammel

Dept: Precinct 1

From: Meagan Bogusch, Sr. Buyer, Purchasing Department

Date: 01/02/2026

Re: Renewal of F2024066 - Annual Contract for Cement Slurry and Cementitious Slurry Services

The above-referenced contract will expire on April 29, 2027. This contract included two (2) options to renew with the vendor for additional twelve (12) month terms. The first renewal term commenced April 30, 2025 and will expire April 29, 2026. The final renewal would commence April 30, 2026 and would expire April 29, 2027

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 January 9, 2026:

Martin Marietta Materials

Yes, I wish to continue the current contract with the above mentioned vendor for the (order) renewal term of the contract.

Funds to support this contract will be provided by the following accounts:

558095/26100-2026/6110300000

No, I do not wish to continue the current contract with the above-mentioned vendor for the following reason(s).

SIGNATURE:

Joe L. Trammel

DATE:

1/5/26

Memorandum

To: Jason Thomas

Dept: Precinct 2

From: Meagan Bogusch, Sr. Buyer, Purchasing Department

Date: 01/02/2026

Re: Renewal of F2024066 - Annual Contract for Cement Slurry and Cementitious Slurry Services

The above-referenced contract will expire on April 29, 2027. This contract included two (2) options to renew with the vendor for additional twelve (12) month terms. The first renewal term commenced April 30, 2025 and will expire April 29, 2026. The final renewal would commence April 30, 2026 and would expire April 29, 2027

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 January 9, 2026:

Martin Marietta Materials

Yes, I wish to continue the current contract with the above mentioned vendor for the (order) renewal term of the contract.

Funds to support this contract will be provided by the following accounts:

588092 / 26100-2026 / 6210300000

No, I do not wish to continue the current contract with the above-mentioned vendor for the following reason(s).

SIGNATURE:

Jan Edward

DATE:

1-5-26

Memorandum

To: Anthony Jaramillo

Dept: Precinct 3

From: Meagan Bogusch, Sr. Buyer, Purchasing Department

Date: 01/02/2026

Re: Renewal of F2024066 - Annual Contract for Cement Slurry and Cementitious Slurry Services

The above-referenced contract will expire on April 29, 2027. This contract included two (2) options to renew with the vendor for additional twelve (12) month terms. The first renewal term commenced April 30, 2025 and will expire April 29, 2026. The final renewal would commence April 30, 2026 and would expire April 29, 2027

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 January 9, 2026:

Martin Marietta Materials

Yes, I wish to continue the current contract with the above mentioned vendor for the (order) renewal term of the contract.

Funds to support this contract will be provided by the following accounts:

26100-2026 / 558092 / 6310300000

No, I do not wish to continue the current contract with the above-mentioned vendor for the following reason(s).

SIGNATURE:

Amanda Parks

DATE:

1/5/26

Memorandum

To: Doug Deweese

Dept: Precinct 4

From: Meagan Bogusch, Sr. Buyer, Purchasing Department

Date: 01/02/2026

Re: Renewal of F2024066 - Annual Contract for Cement Slurry and Cementitious Slurry Services

The above-referenced contract will expire on April 29, 2027. This contract included two (2) options to renew with the vendor for additional twelve (12) month terms. The first renewal term commenced April 30, 2025 and will expire April 29, 2026. The final renewal would commence April 30, 2026 and would expire April 29, 2027

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 January 9, 2026:

Martin Marietta Materials

~~I wish to continue~~ **I have no objection to**
Yes, I ~~wish to continue~~ the current contract with the above mentioned vendor for the (order) 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: _____

Doug Deweese

DATE: _____

1-5-2026

Bid No. F2024066 Annual Contract for Cement Slurry and Cementitious Slurry Services

Award

				Martin Marietta Materials Raleigh, NC Co-op - Yes HUB - No		Greenville Enterprises LLC Northlake, TX HUB - Yes	
				Total Price	\$261,990.00	Total Price	\$411,727.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1.1	Cement Slurry, per Specifications, Delivered and Placed Name of Product	300	Tons	\$297.20	\$ 89,160.00	\$450.34	\$ 135,102.00
1.2	Cementitious Slurry Services, per Specifications, Delivered and Placed Name of Product	600	Tons	\$287.20	\$ 172,320.00	\$460.00	\$ 276,000.00
1.3	Delivery Charge for Partial Load	1	Partial Load	\$385.00	\$ 385.00	\$450.00	\$ 450.00
1.4	Demurrage Charge Per Hour Normal Delivery Time Upon Receipt of Order	1	Per Hour	\$125.00	\$ 125.00	\$175.00	\$ 175.00
	Specify Plant Location			Depends on scheduling		48 hrs	
	How many tons are in a full load			9417 Trinity Blvd		9751 Industrial Rd	
				Fort Worth, Texas		Justin, TX 76247	
				15		0	

Notes: A no bid was received from Arrowhead Consulting.



January 14, 2026

Tarrant County Government Purchasing Department
100 East Weatherford Street
Fort Worth, Texas 76196

Attn: Meagan Bogusch

Ref.: F2024066 Annual Contract for Cement Slurry and Cementitious Slurry Services

Dear Meagan:

Martin Marietta is submitting a 5% increase for the 2026 renewal of the Annual Contract for Cement Slurry and Cementitious Slurry services. This increase is due to the increase in PPI over the last two years and the increase in cost of production from salary increases and benefit increases. Furthermore, the price of this agreement is well below our average sale price of these materials in our market today. Instead of putting this award back out to bid and strain the production of the streets teams I would like to use the 5% increase to avoid interruption.

We are requesting that we increase the price of our Cem-lime to Tarrant County from \$301.56/ton delivered to \$316.64/ton delivered. We also request that we increase our price for the Hydrated Cement Super Slurry delivered price of \$312.16/ton to \$327.66/ton.

If you have any questions or need anything else, please contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tim Naumann', written over a light grey horizontal line.

Tim Naumann

Cement Treated Materials
10615 Spangler Road, Dallas, TX 75220
t. (972) 409-3240
www.MartinMarietta.com
www.SuperSlurry.com
www.CementTreatedMaterial.com





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.F2024066 - Annual Contract for Cement Slurry and Cementitious Slurry Services - Countywide – Martin Marietta Materials 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: March 10, 2026

Court Order #:

Page: 1 of 8

Department: Purchasing

Prepared By: James Bocks, CPPB

Approved By: Christopher Lax, CPSM,
CPSD, CPCP

SUBJECT:

RFP No. F2024069 - Annual Contract for Professional Services to Prepare a Central Services Cost Allocation Plan - Auditor's Office - Various Vendors - Exercise Second Option for Renewal - Same Contract Terms

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve renewal of RFP No. F2024069, Annual Contract for Professional Services to Prepare a Central Services Cost Allocation Plan, for the Auditor's Office, for the second optional twelve (12) month period at the same contract terms.

BACKGROUND

On June 18, 2024, the Commissioners Court, through Court Order # 143334, awarded RFP No. F2024069, Annual Contract for Professional Services to Prepare a Central Services Cost Allocation Plan, for the Auditor's Office, to the following vendors:

Primary	Maximus US Services, Inc
Secondary	MGT Impact Solutions, LLC (f/k/a MGT of America Consulting, LLC)
Alternate	Matrix Consulting Group, Ltd.

On April 2, 2025, the Commissioners Court, through Court Order # 144980, approved the first renewal option..

The awards were based upon evaluation criteria set forth in the RFP specifications and contained options to renew for three (3) additional twelve (12) month periods.

The purpose of this contract is to develop a Central Services Cost Allocation Plan to be used by County departments which allow for the reimbursement of indirect costs and to comply with the requirements for grant recipients outlined in the Code of Federal Regulations (2 CFR 200).

The vendors notified Purchasing in writing that they will extend the same contract terms through June 17, 2027. The Auditor's Office notified Purchasing in writing that they are pleased with the vendors and want to renew.

In addition, MGT Impact Solutions, LLC notified Purchasing that their name changed from MGT of America Consulting, LLC to MGT Impact Solutions, LLC, effective August 19, 2024.

Therefore, it is the joint recommendation of the Auditor's Office and Purchasing that the Commissioners Court approve renewal of RFP No. F2024069, Annual Contract for Professional Services to Prepare a Central Services Cost Allocation Plan, for another twelve (12) month period.

Subject to continued funding by the Commissioners Court, this agreement shall automatically renew June 18, 2027 hereafter for one (1) twelve (12) month period ending on June 17, 2028 unless sooner terminated by either party as provided herein.

FISCAL IMPACT

Funding in the amount of \$22,500.00 is available in account 10000-2026 General Fund/1140100000 Non-Departmental/569011 Professional Services.

Attachments

[F2024069 - 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

January 30, 2026

Maximus US Services, Inc.
1600 Tysons Blvd.
Suite 1400
McLean, VA 22102

Re: RFP F2024069 Annual Contract for Professional Services to Prepare a Central Services Cost Allocation Plan

Dear Sir/Madam:

Referenced bid was for twelve (12) months with three (3) options to renew for additional twelve (12) months each. The original contract was for the period of 6/18/2024 through 06/17/2025. The effective dates for the second renewal option will run from 6/18/2026 through 06/17/2027.

Yes, Maximus US Services, Inc. will accept the offer to extend the same contract terms through the renewal period. **Please include a current 1295 Form with your response.**

No, Maximus US Services, Inc. will NOT accept the offer to extend the same contract terms through the renewal period.

Please fax or email your signed response.

Sincerely,

Handwritten signature of James L. Bocks in black ink, written over a horizontal dashed line.

James L. Bocks, MBA, CPPB
Senior Contract Administrator
(P) 817.884.1738
(F) 817.850.2935
(E) jlbocks@tarrantcounty.com

Handwritten signature of Jaida Williams in black ink, written over a horizontal dashed line.

Name: Jaida Williams, Sr. Specialist - Contracts
Maximus US Services, Inc.
(P) 804-323-3535
(F) _____
(E) _____



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

January 12, 2026

MGT Impact Solutions, LLC
4320 W. Kennedy Blvd
Suite 200
Tampa, FL 33609

Re: RFP F2024069 Annual Contract for Professional Services to Prepare a Central Services Cost Allocation Plan

Dear Sir/Madam:

Referenced bid was for twelve (12) months with three (3) options to renew for additional twelve (12) months each. The original contract was for the period of 6/18/2024 through 06/17/2025. The effective dates for the second renewal option will run from 6/18/2026 through 06/17/2027.

Yes, MGT Impact Solutions, LLC will accept the offer to extend the same contract terms through the renewal period. **Please include a current 1295 Form with your response.**

No, MGT Impact Solutions, LLC will NOT accept the offer to extend the same contract terms through the renewal period.

Please fax or email your signed response.

Sincerely,

James L. Bocks, MBA, CPPB
Senior Contract Administrator
(P) 817.884.1738
(F) 817.850.2935
(E) jlbocks@tarrantcounty.com

01/12/2026

Name: A. Trey Traviesa
MGT Impact Solutions, LLC
(P) _____
(F) _____
(E) contracts@mgt.us



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

January 14, 2025

Matrix Consulting Group, Ltd.
1650 S. Amphlett Blvd.
Suite 213
San Mateo, CA 94402

Re: RFP F2024069 Annual Contract for Professional Services to Prepare a Central Services Cost Allocation Plan

Dear Sir/Madam:

Referenced bid was for twelve (12) months with three (3) options to renew for additional twelve (12) months each. The original contract was for the period of 6/18/2024 through 06/17/2025. The effective dates for the second renewal option will run from 6/18/2026 through 06/17/2027.

Yes, Matrix Consulting Group, Ltd. will accept the offer to extend the same contract terms through the renewal period. **Please include a current 1295 Form with your response.**

No, Matrix Consulting Group, Ltd. will NOT accept the offer to extend the same contract terms through the renewal period.

Please fax or email your signed response.

Sincerely,

A handwritten signature in black ink, appearing to read "JB", written over a horizontal dashed line.

James L. Bocks, MBA, CPPB
Senior Contract Administrator
(P) 817.884.1738
(F) 817.850.2935
(E) jlbocks@tarrantcounty.com

A handwritten signature in blue ink that reads "Courtney Ramos", written over a horizontal dashed line.

01/06/2026

Name: Courtney Ramos
Matrix Consulting Group, Ltd.
(P) _____
(F) _____
(E) proposals@matrixcg.net

Memorandum

To: Kimberly M. Buchanan
Dept.: Auditor's Office
From: James Bocks, MBA, CPPB, Senior Buyer, Purchasing Department
Date: January 5, 2026
Re: RFP F2024069 Annual Contract for Professional Services to Prepare a Central Services Cost Allocation Plan

The above referenced contract will expire on 06/17/2026. This contract included options to renew with the vendor for three (3) additional twelve (12) month terms. The second renewal term will commence 06/18/2026 and would expire 06/17/2027.

If you wish to exercise this first option to renew and continue this contract with the vendor(s) listed below for twelve (12) more months, please check the appropriate boxes and email this form **back to me on or before Friday, 2/21/2026.**

Maximus US Services, Inc. (Primary)
MGT of America Consulting, LLC (Secondary)
Matrix Consulting Group, Ltd. (Alternate)

- Yes, I wish to continue the current contract with the above mentioned vendor(s) for the referenced term of the contract.
- No, I do not wish to continue the current contract with the above mentioned vendor(s) for the following reason(s).
-
-

SIGNATURE: _____

Kimberly M. Buchanan DATE: 1/5/26

RFP No. F2024069 Annual Contract for Professional Services to Prepare a Central Services Cost Allocation Plan

Evaluation Criteria	Max. Points	Primary Award	Secondary Award	Alternate Award
		<u>Maximus US Services, Inc.</u> <u>McLean, VA</u> <u>HUB - No</u>	MGT of America Consulting, LLC Tampa, FL HUB - No	Matrix Consulting Group, Ltd. San Mateo, CA HUB - No
Company Experience & Preparedness	10	<u>8.33</u>	8.61	6.67
Service Summary	20	<u>15.42</u>	14.38	14.17
Work Product Samples	20	<u>16.67</u>	16.67	15.00
Vendor Staffing Plan	10	<u>8.75</u>	7.50	6.67
Pricing	35	<u>34.61</u>	32.52	35.00
References	5	<u>4.95</u>	4.00	3.00
Total Score	100	<u>88.73</u>	83.68	80.51

Notes: No bid responses were received from CSI Leasing, Inc and Petroserv Inc



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. F2024069 - Annual Contract for Professional Services to Prepare a Central Services Cost Allocation Plan - Auditor's Office - Various Vendors - Exercise Second 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: March 10, 2026

Court Order #:

Page: 1 of 8

Department: Purchasing

Prepared By: Gwen Peterson, C.P.M.,
A.P.P.

Approved By: Christopher Lax, CPSM,
CPSD, CPCP

SUBJECT:

RFQ No. F2024081 - Annual Contract for Environmental Consulting Services - Facilities Management and Engineering 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. F2024081, Annual Contract for Environmental Consulting Services, for Facilities Management and Engineering Services, for the second and final optional twelve (12) month period at the same contract terms.

BACKGROUND

On June 4, 2024, the Commissioners Court, through Court Order #143253, awarded RFQ No. F2024081, Annual Contract for Environmental Consulting Services, for Facilities Management and Engineering Services, to the following vendors:

Terracon Consultants, Inc.
Freese and Nichols, Inc.

On May 20, 2025, the Commissioners Court, through Court Order #145276, approved the first renewal option.

The contract is utilized to provide environmental consulting and assessment services that include identifying, investigating, monitoring, reporting, and remediating environmental risks.

The vendors notified Purchasing in writing that they will extend the same contract terms through July 23, 2027. Facilities Management and Engineering Services notified Purchasing in writing that they are pleased with the vendors and want to renew.

Therefore, it is the joint recommendation of Facilities Management, Engineering Services, and Purchasing that the Commissioners Court approve renewal of RFQ No. F2024081, Annual Contract for Environmental Consulting Services, for another twelve (12) month period.

FISCAL IMPACT

Expenses for the last twelve (12) months were \$9,500.00. Funding is available in the following accounts:
10000-2026 General Fund/Various Cost Centers/532011 Building Maintenance
26100-2026 Road and Bridge/6840100000 Transportation/569011 Professional Services

Attachments

[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

January 29, 2026

Jack McCranie
Terracon Consultants, Inc.
1801 Handley Ederville Road
Fort Worth, TX 76118

RE: RFQ No. F2024081, Annual Contract for Environmental Consulting Services

Dear Mr. McCranie,

Referenced RFQ 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 July 24, 2024 through July 23, 2025. The effective dates for the second and final renewal option will run from July 24, 2026 through July 23, 2027.

Tarrant County Purchasing Department hereby extends an invitation to Terracon Consultants, Inc. to accept the second and final option for an additional one (1) year period as awarded on June 4, 2024. Terracon Consultants, Inc. acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner’s Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All terms and conditions must remain firm for the optional renewal period through July 23, 2027. Contracts for services will be negotiated as needed.

Yes, Terracon Consultants, Inc. will accept the offer to extend the same contract terms and conditions through July 23, 2027. Contracts for services will be negotiated as needed. **Please include a current 1295 Form with your response.**

No, Terracon Consultants, Inc. will NOT accept the offer to extend the same contract terms and conditions through July 23, 2027.

Please email your signed response.

Respectfully signed,

Gwen Peterson
Gwen Peterson, Senior Buyer
Tarrant County

McCranie,
Jack A
Jack McCranie
Terracon Consultants, Inc.

Digitally signed by McCranie, Jack A
DN: cn=McCranie, Jack A,
ou=Domain Users,
email=Jack.McCranie@terracon.com
Date: 2026.01.30 08:56:25 -06'00'

1-30-26
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

January 29, 2026

Jimmy Gibson, PE
Freese and Nichols, Inc.
801 Cherry Street, Suite 2800
Fort Worth, TX 76102

RE: RFQ No. F2024081, Annual Contract for Environmental Consulting Services

Dear Mr. Gibson,

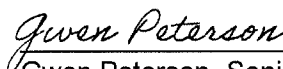
Referenced RFQ was for twelve (12) months with two (2) options to renew for additional twelve (12) months each. The original contract was for the period of July 24, 2024 through July 23, 2025. The effective dates for the second and final renewal option will run from July 24, 2026 through July 23, 2027.

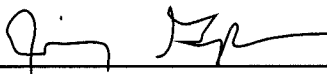
Tarrant County Purchasing Department hereby extends an invitation to Freese and Nichols, Inc. to accept the second and final option for an additional one (1) year period as awarded on June 4, 2024. Freese and Nichols, Inc. acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner's Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All terms and conditions must remain firm for the optional renewal period through July 23, 2027. Contracts for services will be negotiated as needed.

- Yes, Freese and Nichols, Inc. will accept the offer to extend the same contract terms and conditions through July 23, 2027. Contracts for services will be negotiated as needed. **Please include a current 1295 Form with your response.**
- No, Freese and Nichols, Inc. will NOT accept the offer to extend the same contract terms and conditions through July 23, 2027.

Please email your signed response.

Respectfully signed,


Gwen Peterson, Senior Buyer
Tarrant County


Jimmy Gibson, PE
Freese and Nichols, Inc.

02-10-2026
Date

Memorandum

To: Willie Shephard, Operations Manager; Joshua Palmer; Operations Manager;
Chad Raines, Operations Manager

Dept: Tarrant County Facilities Management

From: Gwen Peterson, C.P.M., A.P.P., Sr. Buyer, Purchasing Department

Date: January 23, 2026

Re: RFQ No. F2024081, Annual Contract for Environmental Consulting Services

The above-referenced contract will expire on July 23, 2026. This contract included two (2) options to renew with the vendors for additional twelve (12) month terms. The second and final renewal term would commence July 24, 2026, and would expire July 23, 2027.

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.

Terracon Consultants, Inc.
Freese and Nichols, Inc.

Yes, I wish to continue the current contract with the above-mentioned vendors for the second and final renewal term of the contract.

Funds to support this contract will be provided by the following accounts:

53201 1/10000-2026/Various Cost Center

No, I do not wish to continue the current contract with the above-mentioned vendors for the following reason(s).

SIGNATURE: Joshua B. Palmer

DATE: 01/29/26

Memorandum

To: Joseph Jackson, Director

Dept: Tarrant County Engineering Services

From: Gwen Peterson, C.P.M., A.P.P., Sr. Buyer, Purchasing Department

Date: January 24, 2026

Re: RFQ No. F2024081, Annual Contract for Environmental Consulting Services

The above-referenced contract will expire on July 23, 2026. This contract included two (2) options to renew with the vendors for additional twelve (12) month terms. The second and final renewal term would commence July 24, 2026, and would expire July 23, 2027.

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.

Terracon Consultants, Inc.
Freese and Nichols, Inc.

X Yes, I wish to continue the current contract with the above-mentioned vendors for the second and final renewal term of the contract.

Funds to support this contract will be provided by the following accounts:

569011 / 6840100000 / 26100-2026

 No, I do not wish to continue the current contract with the above-mentioned vendors for the following reason(s).

SIGNATURE: Joseph Jackson,
P.E., CFM

Digitally signed by Joseph
Jackson, P.E., CFM
Date: 2026.01.28 14:57:12 -06'00'

DATE: 01/28/2026

RFQ No. F2024081 Annual Contract for Environmental Consulting Services

Evaluation Criteria	Max Points	Award	
		Terracon Consultants, Inc. Dallas, TX HUB - No	Freese and Nichols, Inc. Fort Worth, TX HUB - No
Responsiveness to Request for Qualifications	15.00	13.00	13.17
Staffing Plan	40.00	34.67	34.67
Firm's Capability to Provide the Services	45.00	40.39	39.27
Total Score	100.00	88.06	87.11

Evaluation Criteria	Max Points	Award	
		Braun Intertec Corp. Bloomington, TX HUB - No	InControl Technologies, LLC Houston, TX HUB - No
Responsiveness to Request for Qualifications	15.00	12.75	11.83
Staffing Plan	40.00	34.67	31.33
Firm's Capability to Provide the Services	45.00	36.00	37.93
Total Score	100.00	83.42	81.09

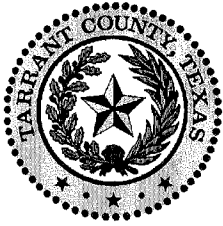
RFQ No. F2024081 Annual Contract for Environmental Consulting Services

Evaluation Criteria	Max Points	ECS Southwest, LLP Chantilly, VA HUB - No	Ensolum, LLC Dallas, TX HUB - No	Raba Kistner, Inc. San Antonio, TX HUB - No
Responsiveness to Request for Qualifications	15.00	13.00	12.25	11.58
Staffing Plan	40.00	33.33	30.00	34.00
Firm's Capability to Provide the Services	45.00	31.60	35.33	32.00
Total Score	100.00	77.93	77.58	77.58

Evaluation Criteria	Max Points	Envirophase Dallas, TX HUB - No
Responsiveness to Request for Qualifications	15.00	9.25
Staffing Plan	40.00	24.67
Firm's Capability to Provide the Services	45.00	30.60
Total Score	100.00	64.52

Notes:

Brady Industries of Texas LLC, Green Light Group Tours, Petroserv, Inc., and Unipak Corp. submitted no-bids.



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 No. F2024081 - Annual Contract for Environmental Consulting Services - Facilities Management and Engineering Services - Various Vendors - 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: March 10, 2026

Court Order #:

Page: 1 of 54

Department: Purchasing

Prepared By: Amos Jones Jr.

Approved By: Christopher Lax, CPSM,
CPSD, CPCP

SUBJECT:

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture - Countywide - Exercise First Option for Renewal - Various Vendors - Same Firm Fixed Prices and Discount from List Price

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve renewal of Bid No. F2025086, Annual Contract for Miscellaneous Office Furniture, for the first optional twelve (12) month period to the following vendors at the same firm fixed prices and discount from list price:

Primary	Texas Furniture Source	2 of 9 Sections
	Interior Resource Group	2 of 9 Sections
	Plano Office Supply	1 of 9 Sections
	Vari Sales Corporation	1 of 9 Sections
	Wilson Bauhaus Solutions	1 of 9 Sections
	Today's Business Solutions	1 of 9 Sections
	OCOP Express	1 of 9 Sections
Secondary	Plano Office Supply	2 of 9 Sections
	OCOP Express	2 of 9 Sections
	Wilson Bahuaus Interiors	1 of 9 Sections
	Interior Resource Group	1 of 9 Sections
	Today's Business Solutions	1 of 9 Sections
Alternate	Wilson Bauhaus Interiors	3 of 9 Sections
	Blue Box	2 of 9 Sections
	Plano Office Supply	1 of 9 Sections
	Martin's Office Supply	1 of 9 Sections

BACKGROUND

On April 2, 2025, the Commissioners Court, through Court Order #144968, awarded Bid No. F2025086, Annual Contract for Miscellaneous Office Furniture, Countywide, to the following vendors at the per unit price and discount from list price:

Primary	Texas Furniture Source	2 of 9 Sections
	Interior Resource Group	2 of 9 Sections
	Plano Office Supply	1 of 9 Sections
	Vari Sales Corporation	1 of 9 Sections
	Wilson Bauhaus Interiors	1 of 9 Sections

	Today's Business Solutions	1 of 9 Sections
	OCOP Express	1 of 9 Sections
Secondary	Wilson Bauhaus Interiors	2 of 9 Sections
	Plano Office Supply	2 of 9 Sections
	OCOP Express	2 of 9 Sections
	Interior Resource Group	1 of 9 Sections
	Today's Business Solutions	1 of 9 Sections
Alternate	Wilson Bauhaus Interiors	2 of 9 Sections
	Staples Contract	2 of 9 Sections
	Blue Box	2 of 9 Sections
	Plano Office Supply	1 of 9 Sections
	Martin's Office Supply	1 of 9 Sections

The awards were based upon low bid meeting specifications and contained options to renew for two (2) additional twelve (12) month periods.

The purpose of this contract is to purchase miscellaneous office furniture. Furniture purchased under this agreement is typically for replacing existing furniture and small projects.

Wilson Bauhaus Interiors is no longer a distributor of the Kimball furniture brand and withdrew as the secondary vendor for Section 5. Staples Contract did not return the Renewal letter by the designated deadline and was removed as an alternate for Section 1 and Section 5. All other vendors notified Purchasing in writing that their prices will remain firm through April 4, 2027.

Therefore, it is the recommendation of Purchasing that the Commissioners Court approve renewal of Bid No. F2025086, Annual Contract for Miscellaneous Office Furniture, for another twelve (12) month period.

Subject to continued funding by the Commissioners Court, this agreement shall automatically renew April 5, 2027, hereafter for one (1) twelve (12) month period ending on April 4, 2028, unless sooner terminated by any party as provided herein.

FISCAL IMPACT

Expenses for the last twelve (12) months were \$332,753.03. Funding is available in account 45100-2026 Non-Debt Capital/Various Cost Centers/540000 Capital G/L Account.

Attachments

[First Renewal - F2025086 Annual Contract for Miscellaneous Office Furniture --.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

January 28, 2026

Texas Furniture Source
2521 Hickory Ridge Drive
Plano, TX 75093
Work #972-490-0456
rptexasfurniture@sbcglobal.net

F2025086 Annual Contract for Miscellaneous Office Furniture

Dear Mr. Parr:

Referenced bid was for twelve (12) months with two (2) options to renew for an additional twelve (12) months. The original contract was for the period of April 5, 2025, through April 4, 2026. The effective dates for the first renewal option will run from April 5, 2026, through April 4, 2027.

Yes, Texas Furniture Source will accept the offer to extend the same per firm fixed price and discount from list price. **Please include a current 1295 Form with your response.**

No, Texas Furniture Source will NOT accept the offer to extend the same firm fixed price and discount from list price.

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 fax or email your signed response.

Sincerely,

Ronald Parr 4/2/09 12:02:23 16 CS

Amos Jones
Senior Buyer Tarrant County
(P) 817.212.6829
(F) 817.212.6829
(E) Adjones3@tarrantcountytx.gov

Name: Ronald Parr
Texas Furniture Source
(P) _____
(F) _____
(E) rptexasfurniture@sbcglobal.net



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

February 20, 2026

Interior Resource Group
1444 Oak Lawn Ave, Ste 301
Dallas, Texas 75207
Work #972-619-7400, ext. 314
doug@irgroupdfw.com

F2025086 Annual Contract for Miscellaneous Office Furniture

Dear Mr. Maddox:

Referenced bid was for twelve (12) months with two (2) options to renew for an additional twelve (12) months. The original contract was for the period of April 5, 2025, through April 4, 2026. The effective dates for the first renewal option will run from April 5, 2026, through April 4, 2027.

[X] Yes, Interior Resource Group will accept the offer to extend the same firm fixed price and discount from list price. Please include a current 1295 Form with your response.

[] No, Interior Resource Group will NOT accept the offer to extend the same firm fixed price and discount from list price.

Are any other governmental entities currently utilizing this contract? [] Yes [X] No

If yes, please return a listing of the participating entities with this letter

Please fax or email your signed response.

Sincerely,

[Handwritten signature]

Doug Maddox
Doug Maddox 1972-03-29 52-34-40 CST1

Amos Jones
Senior Buyer Tarrant County
(P) 817.212.6829
(F) 817.212.6829
(E) Adjones3@tarrantcountytexas.gov

Name: Doug Maddox
Interior Resource Group
(P)
(F)
(E) doug@irgroupdfw.com



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

January 28, 2026

Plano Office Supply
1405 E Plano PKWY
Plano, Texas 75074
Work #972-704-0401
toml@planoofficesupply.com

F2025086 Annual Contract for Miscellaneous Office Furniture

Dear Mr. Lowe:

Referenced bid was for twelve (12) months with two (2) options to renew for an additional twelve (12) months. The original contract was for the period of April 5, 2025, through April 4, 2026. The effective dates for the first renewal option will run from April 5, 2026, through April 4, 2027.

Yes, Plano Office Supply will accept the offer to extend the same firm fixed price and discount from list price. **Please include a current 1295 Form with your response.**

No, Plano Office Supply will NOT accept the offer to extend the same firm fixed price and discount from list price.

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 fax or email your signed response.

Sincerely,

Tom Lowe

Tom Lowe (01/29/2026 09:23:32 CST)

Amos Jones
Senior Buyer Tarrant County
(P) 817.212.6829
(F) 817.212.6829
(E) Adjones3@tarrantcountytx.gov

Name: Tom Lowe
Plano Office Supply
(P) _____
(F) _____
(E) toml@planoofficesupply.com

Plano Office Supply

Here is the list of Governmental Entities Utilizing the Annual Contract for Miscellaneous Office Furniture with Plano Office Supply:

Dallas County

Denton County



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

January 28, 2026

Vari Sales Corporation
450 N Freeport Parkway, Ste 2100
Coppell, Texas 75019
Work #817-307-8895
allison.lyles@vari.com

F2025086 Annual Contract for Miscellaneous Office Furniture

Dear Mrs. Lyles:

Referenced bid was for twelve (12) months with two (2) options to renew for an additional twelve (12) months. The original contract was for the period of April 5, 2025, through April 4, 2026. The effective dates for the first renewal option will run from April 5, 2026, through April 4, 2027.

Yes, Vari Sales Corporation will accept the offer to extend the same firm fixed price and discount from list price. **Please include a current 1295 Form with your response.**

No, Vari Sales Corporation will NOT accept the offer to extend the same firm fixed price and discount from list price.

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 fax or email your signed response.

Sincerely,

Amos Jones
Senior Buyer Tarrant County
(P) 817.212.6829
(F) 817.212.6829
(E) Adjones3@tarrantcountytexas.gov

Name: Robert Cairy
Vari Sales Corporation
(P) _____
(F) _____
(E) robert.cairy@vari.com



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

February 12, 2026

Wilson Bauhaus Interiors
2423 Walnut Hill Lane
Dallas, Texas 75229
Work#972-488-4166
dqibson@wilsonbauhaus.com

F2025086 Annual Contract for Miscellaneous Office Furniture

Dear Mr.Burgess:

Referenced bid was for twelve (12) months with two (2) options to renew for an additional twelve (12) months. The original contract was for the period of April 5, 2025, through April 4, 2026. The effective dates for the first renewal option will run from April 5, 2026, through April 4, 2027.

[X] Yes, Wilson Bauhaus Interiors will accept the offer to extend the same firm fixed price and discount from list price. Please include a current 1295 Form with your response.

[] No, Wilson Bauhaus Interiors will NOT accept the offer to extend the same firm fixed price and discount from list price.

Are any other governmental entities currently utilizing this contract? [] Yes [X] No

If yes, please return a listing of the participating entities with this letter.

Please fax or email your signed response.

Sincerely,

[Handwritten signature of Amos Jones]

[Handwritten signature of Brandon Burgess]

Amos Jones
Senior Buyer Tarrant County
(P) 817.212.6829
(F) 817.212.6829
(E) Adjones3@tarrantcountytexas.gov

Name: Brandon Burgess
Wilson Bauhaus Interiors, LLC
(P) _____
(F) _____
(E) bburgess@wilsonbauhaus.com



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

January 28, 2026

Today's Business Solutions
1920 N Memorial Way, Suite 102
Houston, TX 77007
Work #405-209-9398
priscilla@tbsconnection.com

F2025086 Annual Contract for Miscellaneous Office Furniture

Dear Mrs. Luna:

Referenced bid was for twelve (12) months with two (2) options to renew for an additional twelve (12) months. The original contract was for the period of April 5, 2025, through April 4, 2026. The effective dates for the first renewal option will run from April 5, 2026, through April 4, 2027.

Yes, Today's Business Solutions will accept the offer to extend the same per firm fixed price and discount from list price. **Please include a current 1295 Form with your response.**

No, Today's Business Solutions will NOT accept the offer to extend the same firm fixed price and discount from list price.

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 fax or email your signed response.

Sincerely,

Priscilla Luna (01/28/2026 10:52:03 EST)

Amos Jones
Senior Buyer Tarrant County
(P) 817.212.6829
(F) 817.212.6829
(E) Adjones3@tarrantcountytx.gov

Name: Priscilla Luna
Today's Business Solutions
(P) _____
(F) _____
(E) priscilla@tbsconnection.com



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

January 30, 2026

OCOP Express
1876 Lone Star Dr
Dallas, Texas 75212
Work #214-943-7421
ricki@ocopexpress.com

F2025086 Annual Contract for Miscellaneous Office Furniture

Dear Mr. Ivey:

Referenced bid was for twelve (12) months with one (2) options to renew for an additional twelve (12) months. The original contract was for the period of April 5, 2025, through April 4, 2026. The effective dates for the first renewal option will run from April 5, 2026, through April 4, 2027.

Yes, OCOP Express will accept the offer to extend the same firm fixed prices and discount from list price. **Please include a current 1295 Form with your response.**

No, OCOP Express will NOT accept the offer to extend the same firm fixed prices and discount from list price.

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 fax or email your signed response.

Sincerely,

Amos Jones
Senior Buyer Tarrant County
(P) 817.212.6829
(F) 817.212.6829
(E) Adjones3@tarrantcountytexas.gov

Lofton Ivey (02/02/2026 16:16:11 CST)

Name: Lofton Ivey
OCOP Express
(P) _____
(F) _____
(E) ricki@ocopexpress.com



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

January 28, 2026

Blue Box
111 W Louisiana Street
McKinney, TX 77007
Work #972-445-9955
niki.ham@bybluebox.com

F2025086 Annual Contract for Miscellaneous Office Furniture

Dear Mrs. Ham:

Referenced bid was for twelve (12) months with two (2) options to renew for an additional twelve (12) months. The original contract was for the period of April 5, 2025, through April 4, 2026. The effective dates for the first renewal option will run from April 5, 2026, through April 4, 2027.

Yes, Today's Business Solutions will accept the offer to extend the same firm fixed price and discount from list price. **Please include a current 1295 Form with your response.**

No, Today's Business Solutions will NOT accept the offer to extend the same firm fixed price and discount from list price.

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 fax or email your signed response.

Sincerely,

Reed Ruschhaupt

Reed Ruschhaupt (01/28/2026 13:23:55 CST)

Amos Jones
Senior Buyer Tarrant County
(P) 817.212.6829
(F) 817.212.6829
(E) Adjones3@tarrantcountytx.gov

Name: Reed Ruschhaupt
Blue Box LLC
(P) _____
(F) _____
(E) reed.ruschhaupt@bybluebox.com



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

January 30, 2026

Martin's Office Supply
822 West Pearl St.
Granbury, Texas 76048
Work #817-573-2694
bids3@mosdirect.com

F2025086 Annual Contract for Miscellaneous Office Furniture

Dear Mr. Martin:

Referenced bid was for twelve (12) months with two (2) options to renew for an additional twelve (12) months. The original contract was for the period of April 5, 2025, through April 4, 2026. The effective dates for the first renewal option will run from April 5, 2026, through April 4, 2027.

[X] Yes, Martin's Office Supply, Inc will accept the offer to extend the same firm fixed prices and discount from list price. Please include a current 1295 Form with your response.

[] No, Martin's Office Supply, Inc will NOT accept the offer to extend the same firm fixed prices and discount from list price.

Are any other governmental entities currently utilizing this contract? [] Yes [X] No

If yes, please return a listing of the participating entities with this letter.

Please fax or email your signed response.

Sincerely,

[Handwritten signature]

W. Cody Martin

W. Cody Martin (07/30/2026 13:35:33.87)

Amos Jones
Senior Buyer Tarrant County
(P) 817.212.6829
(F) 817.212.6829
(E) Adjones3@tarrantcountytx.gov

Name: W. Cody Martin
Martin's Office Supply, Inc
(P) 817-573-2694
(F) 866-579-0215
(E) cmartin@mosdirect.com

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

				Vari Sales Corporation Coppell, TX HUB - No		Panther Ergonomics Fort Worth, TX HUB - No		Interior Resource Group Dallas, TX HUB - No	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Section 1 -Allsteel								
1.1	Task, low back mesh chair -- model number DWW-MHWNO	45	EA	No Bid		No Bid		No Bid	
1.2	Acuity Work, AdjArm,MeshBck, Graph-Graph w/Dusk Mesh -- model Number AWMGGDNO	15	EA	No Bid		No Bid		No Bid	
1.3	Park Lo Lounge - Grade 1 -- model number NALS	15	EA	No Bid		No Bid		No Bid	
1.4	Discount % offered for items not listed on the Bid			No Bid		No Bid		No Bid	
Section Total				No Bid		No Bid		No Bid	

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

				Texas Furniture Source Plano, TX HUB - No Coop - Yes		PLANO OFFICE SUPPLY Plano, TX HUB - No Coop - Yes		Blue Box LLC McKinney, TX HUB - No Coop - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Section 1 -Allsteel					Primary Award			
1.1	Task, low back mesh chair -- model number DWW-MHWNO	45	EA	No Bid	\$638.79	\$28,745.55	No Bid		
1.2	Acuity Work, AdjArm,MeshBck, Graph-Graph w/Dusk Mesh -- model Number AWMGGDNO	15	EA	No Bid	\$1,034.48	\$15,517.20	No Bid		
1.3	Park Lo Lounge - Grade 1 -- model number NALS	15	EA	No Bid	\$1,632.53	\$24,487.95	No Bid		
1.4	Discount % offered for items not listed on the Bid			No Bid	62.6%		No Bid		
Section Total				No Bid	\$68,750.70		No Bid		

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

				OCOP Express Dallas, TX HUB - No		Martin's Office Supply, Inc. Granbury, TX HUB - Yes		Todays Business Solutions Houston, TX HUB - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Section 1 -Allsteel								
1.1	Task, low back mesh chair -- model number DWW-MHWNO	45	EA	No Bid		No Bid		No Bid	
1.2	Acuity Work, AdjArm,MeshBck, Graph-Graph w/Dusk Mesh -- model Number AWMGGDNO	15	EA	No Bid		No Bid		No Bid	
1.3	Park Lo Lounge - Grade 1 -- model number NALS	15	EA	No Bid		No Bid		No Bid	
1.4	Discount % offered for items not listed on the Bid			No Bid		No Bid		No Bid	
Section Total				No Bid		No Bid		No Bid	

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

				Wilson Bauhaus Interiors Dallas, TX HUB - Yes Coop - Yes		Staples Contract LLC Farmingham, MA HUB - No Coop - Yes		ODP Busines Solutions Boca Raton, FL HUB - No	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Section 1 -Allsteel			Secondary Award		Alternate Award			
1.1	Task, low back mesh chair -- model number DWW-MHWNO	45	EA	\$716.89	\$32,260.05	\$1,076.04	\$48,421.80	No Bid	
1.2	Acuity Work, AdjArm,MeshBck, Graph-Graph w/Dusk Mesh -- model Number AWMGGDNO	15	EA	\$1,185.19	\$17,777.85	\$1,742.58	\$26,138.70	No Bid	
1.3	Park Lo Lounge - Grade 1 -- model number NALS	15	EA	\$1,687.21	\$25,308.15	\$2,124.99	\$31,874.85	No Bid	
1.4	Discount % offered for items not listed on the Bid			58.0%		38.0%		No Bid	
Section Total				\$75,346.05		\$106,435.35		No Bid	

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

				Vari Sales Corporation Coppell, TX HUB - No		Panther Ergonomics Fort Worth, TX HUB - No		Interior Resource Group Dallas, TX HUB - No	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
2	Section 2 - HON								
2.1	Task, low back mesh chair -- model number HNR1	105	EA	No Bid		No Bid		No Bid	
2.2	Desk, wood - model number H10573	35	EA	No Bid		No Bid		No Bid	
2.3	Bookcase, wood -- model number H105535	70	EA	No Bid		No Bid		No Bid	
2.4	Guest chair, leg base, grade 1 -- model number HNR6	70	EA	No Bid		No Bid		No Bid	
2.5	Vertical file cabinet, 4 Drawer -- model number H514	20	EA	No Bid		No Bid		No Bid	
2.6	Discount % offered for items not listed on the Bid			No Bid		No Bid		No Bid	
Section Total									

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

				Texas Furniture Source Plano, TX HUB - No Coop - Yes		PLANO OFFICE SUPPLY Plano, TX HUB - No Coop - Yes		Blue Box LLC McKinney, TX HUB - No Coop - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
2	Section 2 - HON			Primary Award		Secondary Award			
2.1	Task, low back mesh chair -- model number HNR1	105	EA	\$324.55	\$34,077.75	\$385.47	\$40,474.35	\$516.78	\$54,261.90
2.2	Desk, wood - model number H10573	35	EA	\$568.85	\$19,909.75	\$564.29	\$19,750.15	\$821.34	\$28,746.90
2.3	Bookcase, wood -- model number H105535	70	EA	\$400.55	\$28,038.50	\$397.34	\$27,813.80	\$578.34	\$40,483.80
2.4	Guest chair, leg base, grade 1 -- model number HNR6	70	EA	\$239.85	\$16,789.50	\$243.38	\$17,036.60	\$336.42	\$23,549.40
2.5	Vertical file cabinet, 4 Drawer -- model number H514	20	EA	\$347.10	\$6,942.00	\$352.82	\$7,056.40	\$418.44	\$8,368.80
2.6	Discount % offered for items not listed on the Bid			61.1%		62.9%		56.0%	
Section Total				\$105,757.50		\$112,131.30		\$155,410.80	

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

				OCOP Express Dallas, TX HUB - No		Martin's Office Supply, Inc. Granbury, TX HUB - Yes		Todays Business Solutions Houston, TX HUB - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
2	Section 2 - HON								
2.1	Task, low back mesh chair -- model number HNR1	105	EA	\$428.24	\$44,965.20	\$456.92	\$47,976.60	\$487.00	\$51,135.00
2.2	Desk, wood - model number H10573	35	EA	\$710.31	\$24,860.85	\$735.31	\$25,735.85	\$791.00	\$27,685.00
2.3	Bookcase, wood -- model number H105535	70	EA	\$500.16	\$35,011.20	\$515.16	\$36,061.20	\$557.00	\$38,990.00
2.4	Guest chair, leg base, grade 1 -- model number HNR6	70	EA	\$290.94	\$20,365.80	\$316.35	\$22,144.50	\$342.00	\$23,940.00
2.5	Vertical file cabinet, 4 Drawer - model number H514	20	EA	\$424.15	\$8,483.00	\$434.15	\$8,683.00	\$495.00	\$9,900.00
2.6	Discount % offered for items not listed on the Bid			53.3%		0.0%		48.0%	
Section Total				\$133,686.05		\$140,601.15		\$151,650.00	

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

				Wilson Bauhaus Interiors Dallas, TX HUB - Yes Coop - Yes		Staples Contract LLC Farmingham, MA HUB - No		ODP Busines Solutions Boca Raton, FL HUB - No	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
2	Section 2 - HON			Alternate Award					
2.1	Task, low back mesh chair -- model number HNR1	105	EA	\$410.10	\$43,060.50	\$613.80	\$64,449.00	\$389.47	\$40,894.35
2.2	Desk, wood - model number H10573	35	EA	\$721.15	\$25,240.25	\$943.02	\$33,005.70	\$572.91	\$20,051.85
2.3	Bookcase, wood -- model number H105535	70	EA	\$475.35	\$33,274.50	\$664.02	\$46,481.40	\$403.41	\$28,238.70
2.4	Guest chair, leg base, grade 1 -- model number HNR6	70	EA	\$288.49	\$20,194.30	\$406.72	\$28,470.40	\$247.09	\$17,296.30
2.5	Vertical file cabinet, 4 Drawer -- model number H514	20	EA	\$398.55	\$7,971.00	\$589.62	\$11,792.40	\$358.21	\$7,164.20
2.6	Discount % offered for items not listed on the Bid			59.6%		38.0%		51.0%	
Section Total				\$129,740.55		\$184,198.90		\$113,645.40	

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

				Vari Sales Corporation Coppell, TX HUB - No		Panther Ergonomics Fort Worth, TX HUB - No		Interior Resource Group Dallas, TX HUB - No	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
3	Section 3 - Global								
3.1	Task, low back mesh chair -- model number 6321	15	EA	No Bid		No Bid		No Bid	
3.2	Desk, wood -- model number Z3072F3L	2	EA	No Bid		No Bid		No Bid	
3.3	Bookcase, wood -- model number ZHBC72	2	EA	No Bid		No Bid		No Bid	
3.4	Guest chair, leg base, grade 1 -- model number 6324	5	EA	No Bid		No Bid		No Bid	
3.5	Vertical file cabinet 4 drawer -- model number 25-401	2	EA	No Bid		No Bid		No Bid	
3.6	Discount % offered for items not listed on the Bid			No Bid		No Bid		No Bid	
Section Total				No Bid		No Bid		No Bid	

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

				Texas Furniture Source Plano, TX HUB - No		PLANO OFFICE SUPPLY Plano, TX HUB - No		Blue Box LLC McKinney, TX HUB - No Coop - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
3	Section 3 - Global							Alternate Award	
3.1	Task, low back mesh chair -- model number 6321	15	EA	No Bid		No Bid		\$489.02	\$7,335.30
3.2	Desk, wood -- model number Z3072F3L	2	EA	No Bid		No Bid		\$912.87	\$1,825.74
3.3	Bookcase, wood -- model number ZHBC72	2	EA	No Bid		No Bid		\$563.50	\$1,127.00
3.4	Guest chair, leg base, grade 1 -- model number 6324	5	EA	No Bid		No Bid		\$306.74	\$1,533.70
3.5	Vertical file cabinet 4 drawer -- model number 25-401	2	EA	No Bid		No Bid		\$290.57	\$581.14
3.6	Discount % offered for items not listed on the Bid			No Bid		No Bid		51.0%	
Section Total				No Bid		No Bid		\$12,402.88	

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

				OCOP Express Dallas, TX HUB - No Coop - Yes		Martin's Office Supply, Inc. Granbury, TX HUB - Yes		Todays Business Solutions Houston, TX HUB - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
3	Section 3 - Global			Secondary Award					
3.1	Task, low back mesh chair -- model number 6321	15	EA	\$409.17	\$6,137.55	\$499.02	\$7,485.30	\$471.00	\$7,065.00
3.2	Desk, wood -- model number Z3072F3L	2	EA	\$890.51	\$1,781.02	\$937.87	\$1,875.74	\$1,025.00	\$2,050.00
3.3	Bookcase, wood -- model number ZHBC72	2	EA	\$549.70	\$1,099.40	\$573.50	\$1,147.00	\$633.00	\$1,266.00
3.4	Guest chair, leg base, grade 1 -- model number 6324	5	EA	\$335.56	\$1,677.80	\$316.74	\$1,583.70	\$369.00	\$1,845.00
3.5	Vertical file cabinet 4 drawer-model number 25-401	2	EA	\$283.45	\$566.90	\$290.57	\$581.14	\$327.00	\$654.00
3.6	Discount % offered for items not listed on the Bid			52.2%		45.0%		45.0%	
Section Total				\$11,262.67		\$12,672.88		\$12,880.00	

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

				Wilson Bauhaus Interiors Dallas, TX HUB - Yes Coop - Yes		Staples Contract LLC Farmingham, MA HUB - No Coop - Yes		ODP Busines Solutions Boca Raton, FL HUB - No Coop - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
3	Section 3 - Global			Primary Award					
3.1	Task, low back mesh chair -- model number 6321	15	EA	\$420.79	\$6,311.85	\$643.56	\$9,653.40	\$467.10	\$7,006.50
3.2	Desk, wood -- model number Z3072F3L	2	EA	\$848.43	\$1,696.86	\$1,188.54	\$2,377.08	\$881.55	\$1,763.10
3.3	Bookcase, wood -- model number ZHBC72	2	EA	\$500.19	\$1,000.38	\$713.00	\$1,426.00	\$517.50	\$1,035.00
3.4	Guest chair, leg base, grade 1 -- model number 6324	5	EA	\$272.44	\$1,362.20	\$388.12	\$1,940.60	\$281.70	\$1,408.50
3.5	Vertical file cabinet 4 drawer -- model number 25-401	2	EA	\$289.41	\$578.82	\$367.66	\$735.32	\$266.85	\$533.70
3.6	Discount % offered for items not listed on the Bid			57.0%		38.0%		54.0%	
Section Total				\$10,950.11		\$16,132.40		\$11,746.80	

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

				Vari Sales Corporation Coppell, TX HUB - No		Panther Ergonomics Fort Worth, TX HUB - No		Interior Resource Group Dallas, TX HUB - No Coop - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
4	Section 4 - Humanscale							Secondary Award	
4.1	Task, low back mesh chair -- model number F114GCF45XFSHNSC	35	EA	No Bid		No Bid		\$837.30	\$29,305.50
4.2	Task, low back mesh chair -- model number L213BN10CF10XFSHNSC	3	EA	No Bid		No Bid		\$752.42	\$2,257.26
4.3	Task, low back mesh chair -- model number L406BM10CF10NC	3	EA	No Bid		No Bid		\$412.48	\$1,237.44
4.4	Discount % offered for items not listed on the Bid			No Bid		No Bid		52.0%	
Section Total				No Bid		No Bid		\$32,800.20	

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

				Texas Furniture Source Plano, TX HUB - No		PLANO OFFICE SUPPLY Plano, TX HUB - No		Blue Box LLC McKinney, TX HUB - No Coop - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
4	Section 4 - Humanscale							Alternate Award	
4.1	Task, low back mesh chair -- model number F114GCF45XFSHNSC	35	EA	No Bid		No Bid		\$838.35	\$29,342.25
4.2	Task, low back mesh chair -- model number L213BN10CF10XFSHNSC	3	EA	No Bid		No Bid		\$751.50	\$2,254.50
4.3	Task, low back mesh chair -- model number L406BM10CF10NC	3	EA	No Bid		No Bid		\$403.65	\$1,210.95
4.4	Discount % offered for items not listed on the Bid			No Bid		No Bid		55.0%	
Section Total				No Bid		No Bid		\$32,807.70	

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

				OCOP Express Dallas, TX HUB - No Coop - Yes		Martin's Office Supply, Inc. Granbury, TX HUB - Yes Coop - Yes		Todays Business Solutions Houston, TX HUB - Yes Coop - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
4	Section 4 - Humanscale			Primary Award					
4.1	Task, low back mesh chair -- model number F114GCF45XFSHNSC	35	EA	\$819.72	\$28,690.20	No Bid		\$838.35	\$29,342.25
4.2	Task, low back mesh chair -- model number L213BN10CF10XFSHNSC	3	EA	\$394.68	\$1,184.04	No Bid		\$751.50	\$2,254.50
4.3	Task, low back mesh chair -- model number L406BM10CF10NC	3	EA	\$734.80	\$2,204.40	No Bid		\$403.65	\$1,210.95
4.4	Discount % offered for items not listed on the Bid			56.0%		No Bid		45.0%	
Section Total				\$32,078.64		\$0.00		\$32,807.70	

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

				Wilson Bauhaus Interiors Dallas, TX HUB - Yes		Staples Contract LLC Farmingham, MA HUB - No		ODP Busines Solutions Boca Raton, FL HUB - No	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
4	Section 4 - Humanscale								
4.1	Task, low back mesh chair -- model number F114GCF45XFSHNSC	35	EA	\$843.19	\$29,511.65	\$1,109.20	\$38,822.00	\$838.35	\$29,342.25
4.2	Task, low back mesh chair -- model number L213BN10CF10XFSHNSC	3	EA	\$418.15	\$1,254.45	\$994.29	\$2,982.87	\$751.50	\$2,254.50
4.3	Task, low back mesh chair -- model number L406BM10CF10NC	3	EA	\$758.27	\$2,274.81	\$534.06	\$1,602.18	\$403.65	\$1,210.95
4.4	Discount % offered for items not listed on the Bid			56.0%		38.0%		45.0%	
Section Total				\$33,040.91		\$43,407.05		\$32,807.70	

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

				Vari Sales Corporation Coppell, TX HUB - No Coop - Yes		Panther Ergonomics Fort Worth, TX HUB - No Coop - Yes		Interior Resource Group Dallas, TX HUB - No Coop - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
5	Section 5 - Kimball International							Primary Award	
5.1	Task, mid back mesh chair -- model number K56TMBUB4LSL	7	EA	No Bid		No Bid		\$465.01	\$3,255.07
5.2	Desk, wood -- model number K56TMBUB4LSL53KE3672DDFBLL	5	EA	No Bid		No Bid		\$1,337.16	\$6,685.80
5.3	Bookcase, wood -- model number 53K3040BCOSSFL	5	EA	No Bid		No Bid		\$465.81	\$2,329.05
5.4	Guest chair, leg base, grade 1 -- model number K58KT	10	EA	No Bid		No Bid		\$723.73	\$7,237.30
5.5	Vertical file cabinet 4 drawer -- model number 53KE2436LFFFB4	10	EA	No Bid		No Bid		\$1,178.79	\$11,787.90
5.6	Discount % offered for items not listed on the Bid			No Bid		No Bid		57.0%	
Section Total				No Bid		No Bid		\$31,295.12	

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

				Texas Furniture Source Plano, TX HUB - No		PLANO OFFICE SUPPLY Plano, TX HUB - No		Blue Box LLC McKinney, TX HUB - No	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
5	Section 5 - Kimball International								
5.1	Task, mid back mesh chair -- model number K56TMBUB4LSL	7	EA	No Bid		No Bid		No Bid	
5.2	Desk, wood -- model number K56TMBUB4LSL53KE3672DDFBLL	5	EA	No Bid		No Bid		No Bid	
5.3	Bookcase, wood -- model number 53K3040BCOSSFL	5	EA	No Bid		No Bid		No Bid	
5.4	Guest chair, leg base, grade 1 -- model number K58KT	10	EA	No Bid		No Bid		No Bid	
5.5	Vertical file cabinet 4 drawer -- model number 53KE2436LFFFB4	10	EA	No Bid		No Bid		No Bid	
5.6	Discount % offered for items not listed on the Bid			No Bid		No Bid		No Bid	
Section Total				No Bid		No Bid		No Bid	

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

				OCOP Express Dallas, TX HUB - No		Martin's Office Supply, Inc. Granbury, TX HUB - Yes		Todays Business Solutions Houston, TX HUB - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
5	Section 5 - Kimball International								
5.1	Task, mid back mesh chair -- model number K56TMBUB4LSL	7	EA	No Bid		No Bid		No Bid	
5.2	Desk, wood -- model number K56TMBUB4LSL53KE3672DDFBLL	5	EA	No Bid		No Bid		No Bid	
5.3	Bookcase, wood -- model number 53K3040BCOSSFL	5	EA	No Bid		No Bid		No Bid	
5.4	Guest chair, leg base, grade 1 -- model number K58KT	10	EA	No Bid		No Bid		No Bid	
5.5	Vertical file cabinet 4 drawer -- model number 53KE2436LFFFB4	10	EA	No Bid		No Bid		No Bid	
5.6	Discount % offered for items not listed on the Bid			No Bid		No Bid		No Bid	
Section Total				No Bid		No Bid		No Bid	

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

				Wilson Bauhaus Interiors Dallas, TX HUB - Yes Coop - Yes		Staples Contract LLC Farmingham, MA HUB - No Coop - Yes		ODP Busines Solutions Boca Raton, FL HUB - No	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
5	Section 5 - Kimball International			Secondary Award		Alternate Award			
5.1	Task, mid back mesh chair -- model number K56TMBUB4LSL	7	EA	\$512.31	\$3,586.17	\$668.98	\$4,682.86	\$455.51	\$3,188.57
5.2	Desk, wood -- model number K56TMBUB4LSL53KE3672DDFBLL	5	EA	\$1,520.25	\$7,601.25	\$1,832.72	\$9,163.60	\$1,223.85	\$6,119.25
5.3	Bookcase, wood -- model number 53K3040BCOSSFL	5	EA	\$494.11	\$2,470.55	\$617.52	\$3,087.60	\$420.66	\$2,103.30
5.4	Guest chair, leg base, grade 1 -- model number K58KT	10	EA	\$795.23	\$7,952.30	\$1,055.86	\$10,558.60	\$719.14	\$7,191.40
5.5	Vertical file cabinet 4 drawer -- model number 53KE2436LFFFB4	10	EA	\$1,243.98	\$12,439.80	\$1,683.92	\$16,839.20	\$1,147.18	\$11,471.80
5.6	Discount % offered for items not listed on the Bid			56.0%		38.0%		56.0%	
Section Total				\$34,050.07		\$44,331.86		\$30,074.32	

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

				Vari Sales Corporation Coppell, TX HUB - No Coop - Yes		Panther Ergonomics Fort Worth, TX HUB - No Coop - Yes		Interior Resource Group Dallas, TX HUB - No Coop - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
6	Section 6 -National							Primary Award	
6.1	Task, mid back mesh chair -- model number N15TMS	16	EA	No Bid		No Bid		\$638.42	\$10,214.72
6.2	Desk, wood -- model number WWN3672DDFLS	5	EA	No Bid		No Bid		\$1,542.76	\$7,713.80
6.3	Bookcase, wood -- model number WW3640BCOFL	5	EA	No Bid		No Bid		\$437.25	\$2,186.25
6.4	Guest chair, leg base, grade 1 -- model number N15RR	5	EA	No Bid		No Bid		\$438.06	\$2,190.30
6.5	Vertical file cabinet 4 drawer -- model number WW2436LFF4LL	10	EA	No Bid		No Bid		\$1,066.93	\$10,669.30
6.6	Discount % offered for items not listed on the Bid			No Bid		No Bid		57.0%	
Section Total				No Bid		No Bid		\$32,974.37	

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

				Texas Furniture Source Plano, TX HUB - No		PLANO OFFICE SUPPLY Plano, TX HUB - No		Blue Box LLC McKinney, TX HUB - No	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
6	Section 6 -National								
6.1	Task, mid back mesh chair -- model number N15TMS	16	EA	No Bid		No Bid		No Bid	
6.2	Desk, wood -- model number WWN3672DDFLS	5	EA	No Bid		No Bid		No Bid	
6.3	Bookcase, wood -- model number WW3640BCOFL	5	EA	No Bid		No Bid		No Bid	
6.4	Guest chair, leg base, grade 1 -- model number N15RR	5	EA	No Bid		No Bid		No Bid	
6.5	Vertical file cabinet 4 drawer -- model number WW2436LFF4LL	10	EA	No Bid		No Bid		No Bid	
6.6	Discount % offered for items not listed on the Bid			No Bid		No Bid		No Bid	
Section Total				No Bid		No Bid		No Bid	

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

Line #	Description	QTY	UOM	OCOP Express Dallas, TX HUB - No		Martin's Office Supply, Inc. Granbury, TX HUB - Yes		Todays Business Solutions Houston, TX HUB - Yes	
				Unit	Extended	Unit	Extended	Unit	Extended
6	Section 6 -National								
6.1	Task, mid back mesh chair -- model number N15TMS	16	EA	No Bid		\$747.63	\$11,962.08	\$663.00	\$10,608.00
6.2	Desk, wood -- model number WWN3672DDFLS	5	EA	No Bid		\$1,737.57	\$8,687.85	\$1,867.00	\$9,335.00
6.3	Bookcase, wood -- model number WW3640BCOFL	5	EA	No Bid		\$469.93	\$2,349.65	\$411.00	\$2,055.00
6.4	Guest chair, leg base, grade 1 -- model number N15RR	5	EA	No Bid		\$507.79	\$2,538.95	\$449.00	\$2,245.00
6.5	Vertical file cabinet 4 drawer -- model number WW2436LFF4LL	10	EA	No Bid		\$1,228.63	\$12,286.30	\$1,083.00	\$10,830.00
6.6	Discount % offered for items not listed on the Bid			No Bid		47.0%		57.0%	
Section Total				No Bid		\$37,824.83		\$35,073.00	

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

				Wilson Bauhaus Interiors Dallas, TX HUB - Yes Coop - Yes		Staples Contract LLC Farmingham, MA HUB - No Coop - Yes		ODP Busines Solutions Boca Raton, FL HUB - No	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
6	Section 6 -National			Secondary Award		Alternate Award			
6.1	Task, mid back mesh chair -- model number N15TMS	16	EA	\$700.54	\$11,208.64	\$928.14	\$14,850.24	\$632.22	\$10,115.52
6.2	Desk, wood -- model number WWN3672DDFLS	5	EA	\$1,564.64	\$7,823.20	\$2,005.70	\$10,028.50	\$1,419.60	\$7,098.00
6.3	Bookcase, wood -- model number WW3640BCOFL	5	EA	\$462.87	\$2,314.35	\$592.10	\$2,960.50	\$372.45	\$1,862.25
6.4	Guest chair, leg base, grade 1 -- model number N15RR	5	EA	\$482.83	\$2,414.15	\$628.68	\$3,143.40	\$428.04	\$2,140.20
6.5	Vertical file cabinet 4 drawer -- model number WW2436LFF4LL	10	EA	\$1,162.14	\$11,621.40	\$1,562.40	\$15,624.00	\$982.80	\$9,828.00
6.6	Discount % offered for items not listed on the Bid			56.0%		38.0%		56.0%	
Section Total				\$35,381.74		\$46,606.64		\$31,043.97	

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

				Vari Sales Corporation Coppell, TX HUB - No		Panther Ergonomics Fort Worth, TX HUB - No Coop - Yes		Interior Resource Group Dallas, TX HUB - No	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
7	Section 7 - Ergogenesis/Bodybuilt					Secondary Award			
7.1	Task, high back, arms chair -- model number J2507	5	EA	No Bid		\$1,021.00	\$5,105.00	No Bid	
7.2	Executive Task, low back mesh chair -- model number J3507	3	EA	No Bid		\$1,145.16	\$3,435.48	No Bid	
7.3	Task, high back chair, 24/7 chair -- model number I2507	3	EA	No Bid		\$1,226.12	\$3,678.36	No Bid	
7.4	Discount % offered for items not listed on the Bid			No Bid		66.5%		No Bid	
Section Total				No Bid		\$12,218.84		No Bid	

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

				Texas Furniture Source Plano, TX HUB - No		PLANO OFFICE SUPPLY Plano, TX HUB - No Coop - Yes		Blue Box LLC McKinney, TX HUB - No	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
7	Section 7 - Ergogenesis/Bodybuilt					Alternate Award			
7.1	Task, high back, arms chair -- model number J2507	5	EA	No Bid	\$798.00	\$3,990.00	No Bid		
7.2	Executive Task, low back mesh chair - model number J3507	3	EA	No Bid	\$1,371.76	\$4,115.28	No Bid		
7.3	Task, high back chair, 24/7 chair -- model number I2507	3	EA	No Bid	\$1,472.71	\$4,418.13	No Bid		
7.4	Discount % offered for items not listed on the Bid			No Bid	60.1%		No Bid		
Section Total				No Bid	\$12,523.41		No Bid		

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

				OCOP Express Dallas, TX HUB - No Coop - Yes		Martin's Office Supply, Inc. Granbury, TX HUB - Yes Coop - Yes		Todays Business Solutions Houston, TX HUB - Yes Coop - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
7	Section 7 - Ergogenesis/Bodybuilt							Primary Award	
7.1	Task, high back, arms chair -- model number J2507	5	EA	No Bid		No Bid		\$976.00	\$4,880.00
7.2	Executive Task, low back mesh chair -- model number J3507	3	EA	No Bid		No Bid		\$1,100.16	\$3,300.48
7.3	Task, high back chair, 24/7 chair -- model number I2507	3	EA	No Bid		No Bid		\$1,181.12	\$3,543.36
7.4	Discount % offered for items not listed on the Bid			No Bid		No Bid		54.5%	
Section Total				No Bid		No Bid		\$11,723.84	

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

				Wilson Bauhaus Interiors Dallas, TX HUB - Yes		Staples Contract LLC Farmingham, MA HUB - No		ODP Busines Solutions Boca Raton, FL HUB - No	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
7	Section 7 - Ergogenesis/Bodybuilt								
7.1	Task, high back, arms chair -- model number J2507	5	EA	\$1,171.71	\$5,858.55	No Bid		\$1,084.44	\$5,422.20
7.2	Executive Task, low back mesh chair -- model number J3507	3	EA	\$1,317.78	\$3,953.34	No Bid		\$1,222.40	\$3,667.20
7.3	Task, high back chair, 24/7 chair -- model number I2507	3	EA	\$1,413.02	\$4,239.06	No Bid		\$1,312.36	\$3,937.08
7.4	Discount % offered for items not listed on the Bid			50.0%		No Bid		50.0%	
Section Total				\$14,050.95		No Bid		\$13,026.48	

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

				Vari Sales Corporation Coppell, TX HUB - No		Panther Ergonomics Fort Worth, TX HUB - No		Interior Resource Group Dallas, TX HUB - No	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
8	Section 8 - EUROTECH								
8.1	Task, high back, arms chair -- model number LEM4ERG	25	EA	No Bid		No Bid		No Bid	
8.2	Ergohuman, high back chair -- model number LE9ERG	16	EA	No Bid		No Bid		No Bid	
8.3	24/7 EUR Ececutive chair, -- model number 24/7	86	EA	No Bid		No Bid		No Bid	
8.4	Discount % offered for items not listed on the Bid			No Bid		No Bid		No Bid	
Section Total				No Bid		No Bid		No Bid	

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

				Texas Furniture Source Plano, TX HUB - No Coop - Yes		PLANO OFFICE SUPPLY Plano, TX HUB - No Coop - Yes		Blue Box LLC McKinney, TX HUB - No Coop - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
8	Section 8 - EUROTECH			Primary Award					
8.1	Task, high back, arms chair -- model number LEM4ERG	25	EA	\$620.90	\$15,522.50	No Bid		No Bid	
8.2	Ergohuman, high back chair -- model number LE9ERG	16	EA	\$626.40	\$10,022.40	No Bid		No Bid	
8.3	24/7 EUR Ececutive chair, -- model number 24/7	86	EA	\$343.25	\$29,519.50	No Bid		No Bid	
8.4	Discount % offered for items not listed on the Bid			57.9%		No Bid		No Bid	
Section Total				\$55,064.40		No Bid		No Bid	

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

				OCOP Express Dallas, TX HUB - No Coop - Yes		Martin's Office Supply, Inc. Granbury, TX HUB - Yes Coop - Yes		Todays Business Solutions Houston, TX HUB - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
8	Section 8 - EUROTECH			Secondary Award		Alternate Award			
8.1	Task, high back, arms chair -- model number LEM4ERG	25	EA	\$632.10	\$15,802.50	\$718.43	\$17,960.75	\$809.00	\$20,225.00
8.2	Ergohuman, high back chair -- model number LE9ERG	16	EA	\$638.55	\$10,216.80	\$725.66	\$11,610.56	\$817.00	\$13,072.00
8.3	24/7 EUR Ececutive chair, -- model number 24/7	86	EA	\$353.46	\$30,397.56	\$406.14	\$34,928.04	\$453.00	\$38,958.00
8.4	Discount % offered for items not listed on the Bid			57.0%		47.0%		45.0%	
Section Total				\$56,416.86		\$64,499.35		\$72,255.00	

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

				Wilson Bauhaus Interiors Dallas, TX HUB - Yes		Staples Contract LLC Farmingham, MA HUB - No		ODP Busines Solutions Boca Raton, FL HUB - No	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
8	Section 8 - EUROTECH								
8.1	Task, high back, arms chair -- model number LEM4ERG	25	EA	\$1,352.88	\$33,822.00	No Bid		\$629.41	\$15,735.25
8.2	Ergohuman, high back chair -- model number LE9ERG	16	EA	\$694.06	\$11,104.96	No Bid		\$635.29	\$10,164.64
8.3	24/7 EUR Ececutive chair, -- model number 24/7	86	EA	\$410.29	\$35,284.94	No Bid		\$356.47	\$30,656.42
8.4	Discount % offered for items not listed on the Bid			50.0%		No Bid		55.0%	
Section Total				\$80,211.90		No Bid		\$56,556.31	

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

				Vari Sales Corporation Coppell, TX HUB - No Coop - Yes		Panther Ergonomics Fort Worth, TX HUB - No Coop - Yes		Interior Resource Group Dallas, TX HUB - No Coop - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
9	Section 9 - VARI			Primary Award					
9.1	Task, low back mesh chair -- model number 401493	2	EA	\$359.10	\$718.20	No Bid		No Bid	
9.2	Desk, metal with laminate top-- model number 402277	2	EA	\$765.00	\$1,530.00	No Bid		No Bid	
9.3	Bookcase, metal with laminate shelving -- model number 402473	2	EA	\$359.10	\$718.20	No Bid		No Bid	
9.4	Guest chair, leg base, grade 1 -- model number 401382	2	EA	\$382.50	\$765.00	No Bid		No Bid	
9.5	Vertical file cabinet 4 drawer -- model number 400742	2	EA	\$359.10	\$718.20	No Bid		No Bid	

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

				Texas Furniture Source Plano, TX HUB - No		PLANO OFFICE SUPPLY Plano, TX HUB - No		Blue Box LLC McKinney, TX HUB - No	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
9	Section 9 - VARI								
9.1	Task, low back mesh chair -- model number 401493	2	EA	No Bid		No Bid		No Bid	
9.2	Desk, metal with laminate top-- model number 402277	2	EA	No Bid		No Bid		No Bid	
9.3	Bookcase, metal with laminate shelving -- model number 402473	2	EA	No Bid		No Bid		No Bid	
9.4	Guest chair, leg base, grade 1 -- model number 401382	2	EA	No Bid		No Bid		No Bid	
9.5	Vertical file cabinet 4 drawer -- model number 400742	2	EA	No Bid		No Bid		No Bid	

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

				OCOP Express Dallas, TX HUB - No		Martin's Office Supply, Inc. Granbury, TX HUB - Yes		Todays Business Solutions Houston, TX HUB - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
9	Section 9 - VARI								
9.1	Task, low back mesh chair -- model number 401493	2	EA	No Bid		No Bid		No Bid	
9.2	Desk, metal with laminate top-- model number 402277	2	EA	No Bid		No Bid		No Bid	
9.3	Bookcase, metal with laminate shelving -- model number 402473	2	EA	No Bid		No Bid		No Bid	
9.4	Guest chair, leg base, grade 1 -- model number 401382	2	EA	No Bid		No Bid		No Bid	
9.5	Vertical file cabinet 4 drawer -- model number 400742	2	EA	No Bid		No Bid		No Bid	

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

				Wilson Bauhaus Interiors Dallas, TX HUB - Yes		Staples Contract LLC Farmingham, MA HUB - No		ODP Busines Solutions Boca Raton, FL HUB - No	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
9	Section 9 - VARI								
9.1	Task, low back mesh chair -- model number 401493	2	EA	No Bid		No Bid		No Bid	
9.2	Desk, metal with laminate top-- model number 402277	2	EA	No Bid		No Bid		No Bid	
9.3	Bookcase, metal with laminate shelving -- model number 402473	2	EA	No Bid		No Bid		No Bid	
9.4	Guest chair, leg base, grade 1 -- model number 401382	2	EA	No Bid		No Bid		No Bid	
9.5	Vertical file cabinet 4 drawer -- model number 400742	2	EA	No Bid		No Bid		No Bid	

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

				Vari Sales Corporation Coppell, TX HUB - No Coop - Yes		Panther Ergonomics Fort Worth, TX HUB - No Coop - Yes		Interior Resource Group Dallas, TX HUB - No Coop - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
9.6	Discount % offered for items not listed on the Bid				10.0%		No Bid		No Bid
Section Total					\$4,449.60		No Bid		No Bid

Note: ODP Business Solutions withdrew their Bid because they could not hold their price.

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

				Texas Furniture Source Plano, TX HUB - No		PLANO OFFICE SUPPLY Plano, TX HUB - No		Blue Box LLC McKinney, TX HUB - No	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
9.6	Discount % offered for items not listed on the Bid			No Bid		No Bid		No Bid	
Section Total				No Bid		No Bid		No Bid	

Note: ODP Business Solutions withdrew their Bid because they could not hold their price.

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

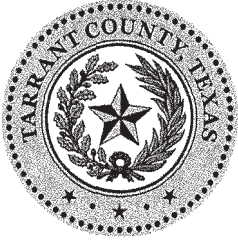
				OCOP Express Dallas, TX HUB - No		Martin's Office Supply, Inc. Granbury, TX HUB - Yes		Todays Business Solutions Houston, TX HUB - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
9.6	Discount % offered for items not listed on the Bid			No Bid		No Bid		No Bid	
Section Total				No Bid		No Bid		No Bid	

Note: ODP Business Solutions withdrew their Bid because they could not hold their price.

Bid No. F2025086 - Annual Contract for Miscellaneous Office Furniture

				Wilson Bauhaus Interiors Dallas, TX HUB - Yes		Staples Contract LLC Farmingham, MA HUB - No		ODP Busines Solutions Boca Raton, FL HUB - No	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
9.6	Discount % offered for items not listed on the Bid			No Bid		No Bid		No Bid	
Section Total				No Bid		No Bid		No Bid	

Note: ODP Business Sollutions withdrew ther Bid because they could not hold their price.



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. F2025086 – Annual Contract for Miscellaneous Office Furniture – Countywide – Various Vendors – Exercise First Option for Renewal – Firm Fixed Price and Discount from List 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: March 10, 2026

Court Order #:

Page: 1 of 24

Department: Purchasing

Prepared By: Teresa Ralls

Approved By: Christopher Lax, CPSM,
CPSD, CPCP

SUBJECT:

RFQ No. F2025089 - Annual Contract for Pre-Employment Psychological Evaluation Services - Sheriff's Office - Various Vendors - Exercise First Option for Renewal - Same Contract Terms

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve renewal of RFQ No. F2025089, Annual Contract for Pre-Employment Psychological Evaluation Services, for the first optional twelve (12) month period at the same contract terms and approve contract.

BACKGROUND

On May 6, 2025, the Commissioners Court, through Court Order #145162, awarded RFQ No. F2025089, Annual Contract for Pre-Employment Psychological Evaluation Services, for Human Resources, to the following vendors:

1. Fort Worth MedTex, PLLC
2. Front Line Mobile Health, PLLC
3. Solution Focused Psychological Services, PLLC

Since the contract was originally approved, the Sheriff's Office has assumed full responsibility for all management and operational functions. Reassigning contract responsibility will align departmental ownership with the work already being performed and ensure consistent and effective oversight.

The awards were based upon each vendor's high ranking in the evaluation procedure as outlined in the RFQ specifications and contained options to renew for two (2) additional twelve (12) month periods.

This contract will provide for pre-employment and after-action psychological evaluations for County law enforcement personnel.

The vendors notified Purchasing in writing that they will extend the same contract terms through May 15, 2027. The Sheriff's Office notified Purchasing in writing that they are pleased with the vendor and want to renew.

Therefore, it is the joint recommendation of the Sheriff's Office and Purchasing that the Commissioners Court approve renewal of RFQ No. F2025089, Annual Contract for Pre-Employment Psychological Evaluation Services for another twelve (12) month period.

The contract for Front Line Mobile Health, PLLC is attached for approval and signature. The District Attorney's Office reviewed this contract as to form.

Subject to continued funding by the Commissioners Court, this agreement shall automatically renew May 16, 2027 hereafter for one (1) twelve (12) month period ending on May 15, 2028 unless sooner terminated by either party as provided herein.

FISCAL IMPACT

Expenses for the last twelve (12) months were \$75,900.00. Funding is available in account 61900-2026 Self Insurance-Workers' Compensation/1911000000 Workers' Compensation/575641 Employee Physicals.

PASSED AND APPROVED on March 10, 2026.

**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.

Attachments

[F2025089 Backup for Court.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

February 2, 2026

Deirdre Haller
Fort Worth MedTex PLLC
660 White Plains Road, Suite 630
Tarrytown, NY 10591

Re: RFQ 2025089 – Annual Contract for Pre-Employment Psychological Evaluation Services

Dear Ms. Haller:

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 May 16, 2025 through May 15, 2026. The effective dates for the first renewal option will run from May 16, 2026 through May 15, 2027.

Tarrant County Purchasing Department hereby extends an invitation to Fort Worth MedTex PLLC to accept the first option for an additional one (1) year period as the primary vendor for this bid as awarded on May 6, 2025. Fort Worth MedTex PLLC 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 May 15, 2027.

Yes, Fort Worth MedTex PLLC will accept the offer to extend the same contract terms through May 15, 2027. **Please include a current 1295 Form with your response.**

No, Fort Worth MedTex PLLC will NOT accept the offer to extend the same contract terms through May 15, 2027.

Please email or fax your signed response.

Sincerely,

Handwritten signature of Teresa Ralls in black ink.

Teresa Ralls, Senior Buyer
Tarrant County
817-884-3246.

Handwritten signature of Mark I. Weinberger in blue ink.

Mark I. Weinberger, PhD, MPH / COO
Fort Worth MedTex PLLC

2/3/2026
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

February 2, 2026

Bruce VanderHaar
Front Line Mobile Health, PLLC
PO Box 1268
Granbury, TX 76048

Re: RFQ F2025089 – Annual Contract for Pre-Employment Psychological Evaluation Services

Dear Mr. VanderHaar:

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 May 16, 2025 through May 15, 2026. The effective dates for the first renewal option will run from May 16, 2026 through May 15, 2027.

Tarrant County Purchasing Department hereby extends an invitation to Front Line Mobile Health, PLLC to accept the first option for an additional one (1) year period as a vendor for this bid as awarded on May 6, 2025. Front Line Mobile Health, PLLC 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 May 15, 2027.

Yes, Front Line Mobile Health, PLLC will accept the offer to extend the same contract terms through May 15, 2027. **Please include a current 1295 Form with your response.**

No, Front Line Mobile Health, PLLC will NOT accept the offer to extend the same contract terms through May 15, 2027.

Please email or fax your signed response.

Sincerely,

Handwritten signature of Teresa Ralls in cursive.

Teresa Ralls, Senior Buyer
Tarrant County
817-884-3246

Handwritten signature of Bruce VanderHaar in cursive.

Bruce VanderHaar
Front Line Mobile Health, PLLC

2-2-2026
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

February 2, 2026

Tiffany Blacklock
Solution Focused Psychological Services, PLLC
8585 N. Stemmons Freeway
South Tower, Suite 700-S
Dallas, TX 75247

Re: RFQ F2025089 – Annual Contract for Pre-Employment Psychological Evaluation Services

Dear Ms. Blacklock:

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 May 16, 2025 through May 15, 2026. The effective dates for the first renewal option will run from May 16, 2026 through May 15, 2027.

Tarrant County Purchasing Department hereby extends an invitation to Solution Focused Psychological Services, PLLC to accept the first option for an additional one (1) year period as a vendor for this bid as awarded on May 6, 2025. Solution Focused Psychological Services, PLLC 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 May 15, 2027.

Yes, Solution Focused Psychological Services, PLLC will accept the offer to extend the same contract terms through May 15, 2027. **Please include a current 1295 Form with your response.**

No, Solution Focused Psychological Services, PLLC will NOT accept the offer to extend the same contract terms through May 15, 2027.

Please email or fax your signed response.

Sincerely,

Handwritten signature of Teresa Ralls in cursive script.

Teresa Ralls, Senior Buyer
Tarrant County
817-884-3246.

Handwritten signature of Tiffany Blacklock in cursive script.

Tiffany Blacklock
Solution Focused Psychological
Services, PLLC

Date

Memorandum

To: Stephani Jones

Dept: Tarrant County Sheriff's Office

From: Teresa Ralls, Sr. Buyer, Purchasing Department

Date: 02/25/2026

Re: Renewal of RFQ F2025089 Annual Contract for Pre-Employment Psychological Evaluation Services

The above referenced contract will expire May 15, 2026. This contract included two (2) options to renew with the vendors for additional twelve (12) month terms. The first renewal term would commence May 16, 2026, and would expire May 15, 2027.


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 by January 7, 2026.

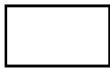
1. Fort Worth MedTex PLLC
2. Front Line Mobile Health, PLLC
3. Solution Focused Psychological Services, PLLC



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:

Funding: 61900-2026 Self Insurance-WC/191100000 WC/575641 EE physic 



No, I do not wish to continue the current contract with the above-mentioned vendors for the following reason(s).

SIGNATURE: Stephani Jones Digitally signed by Stephani Jones
Date: 2026.03.02 08:22:07 -06'00'

DATE: 03/02/2026

RFQ No. F2025089 Annual Contract for Pre-Employment Psychological Evaluation Services

		Fort Worth MedTex PLLC Fort Worth, TX HUB - No	Front Line Mobile Health, PLLC Fort Worth, TX HUB - No	Solution Focused Psychological Services, PLLC Dallas, TX HUB - Yes
Evaluation Criteria	Max Points	Score	Score	Score
Qualifications and Experience	400	320	300	255
Response to Requirements	400	295	310	245
References	200	200	148	200
Total Score	1000	815	758	700

Note: No-bids were received from Texas Pipeline Services and Medco Supply Company

PROFESSIONAL SERVICES AGREEMENT

The following Terms of the Professional Service Agreement (“Agreement”) are entered into and made effective on March 10, 2026.

BETWEEN:

FRONT LINE MOBILE HEALTH, PLLC, (“Service Provider”), a professional limited liability company organized and existing under the laws of Texas, with its principal office located at 4749 Williams Drive, Suite 304, Georgetown, TX 78633, info@frontlinemobilehealth.com;

AND:

Tarrant County, (“COUNTY”), a governmental agency organized and existing under the laws of Texas, with its principal office located at 100 East Weatherford, Fort Worth, Texas, 76196, which may be contacted at:

Point of Contact: Tonya Garner

Phone Number: (817) 884-2399

E-Mail Address: tggarner@tarrantcountytexas.gov

Service Provider and COUNTY may be referred to herein individually as “Party,” or collectively as “Parties.”

WHEREAS Service Provider is in the business of providing professional medical services relating to Candidate Psychological Evaluations; and

WHEREAS, COUNTY will provide such services to COUNTY’s Candidate Sworn Peace Officer personnel and Candidate Peace Office Academy personnel, identified by the COUNTY who volunteer to undergo these evaluations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto, intending to be legally bound, agree as follows:

AGREEMENT

1. ENTIRE AGREEMENT

This Agreement, RFQ F2025089, Service Provider’s Response to RFQ F2025089, recitals, and attachments represent the entire understanding and agreement between Service Provider and Contracting Agency, and supersede all other negotiations, proposals, understandings, and representations (written or oral) made by and between Service Provider and COUNTY. Section III. “SCOPE OF SERVICES” in RFQ F2025089 and Service Provider’s Response take precedence over any conflicting language in this “Agreement.” This Agreement includes the following attachments which are incorporated herein:

- 1.1 Exhibit A, “Scope of Services and Fee Schedule for Candidate Psychological Evaluations”.
- 1.2 Exhibit B “Post-Offer Psychological Evaluation: Disclosure and Informed Consent”.

2. TERM

2.1 The initial term of this Agreement shall begin on March 10, 2026 (the “Effective Date”) and shall expire on May 15, 2027 (the “Expiration Date”), unless terminated earlier in accordance with this Agreement (“Initial Term”). After the Initial Term, the COUNTY may request to renew this Agreement under the same terms and conditions for an additional twelve (12) month period.

3. DEFINITIONS

The terms used in this Agreement shall have the following meaning:

“Candidate Psychological Evaluation” shall mean and refer to the analysis of baseline information for the purpose of making a determination of psychological certification of Candidate Sworn Peace Officer personnel, Candidate Peace Officer Academy personnel, (the “Candidate”) identified by the COUNTY who volunteer to undergo these evaluations of each one’s ability to meet the appropriate standards regarding Peace Officer applicable duty fitness, as well as to identify areas of the Candidate’s psychological status that may indicate the possibility of poor suitability and/or impact that Candidate’s ability to carry out the essential job tasks or duties associated with his or her position.

“Candidate Sworn Peace Officer, Candidate Peace Office Academy personnel” shall mean and refer to a Participant who has not been hired, or who has been given a conditional offer of employment.

“Confidential Information” shall mean and refer to all information or material that has or could have commercial value or other utility in a disclosing party’s business, and that is disclosed by one Party to this Agreement to the other in connection with or incidental to a Party’s performance under this Agreement. Confidential Information shall include, without limitation, trade secrets, proprietary know-how, technical and non-technical data, formulas , programs, devices, methods, techniques, processes, financial data, pricing, client lists, and any other information that derives economic value, actual or potential, from not being generally known to or readily ascertainable by persons who can obtain economic value from its disclosure or use.

“Final Billing Amount” shall mean and refer to the total amount the COUNTY will be invoiced for, based on the final roster of Participants provided to the Service Provider, and any Participants added to the roster by the COUNTY in coordination with Service Provider, and the amounts specified for services performed in Exhibit A (Section 1.1) of this Agreement.

“Fitness for Duty” shall mean and refer to an assessment of the correlation between a Participant’s capabilities and their assigned duties, and the ability of a Participant to perform their assigned duties completely and effectively.

"Protected Health Information" or "PHI" shall have the meaning set forth in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended from time to time ("HIPAA"), including all information that identifies an individual and relates to:

- 1 The individual's past, present, or future physical or mental health or condition;
- 2 The provision of health care to the individual; or
- 3 The past, present, or future payment for the provision of health care to the individual.

4. COMPENSATION

4.1 During the Initial Term of this Agreement, COUNTY will compensate Service Provider for services performed in the amount specified in Exhibit A (Section 1.1) of this Agreement.

5. PAYMENT

5.1 Payment terms shall be in accordance with the Texas Prompt Payment Act. COUNTY will make payment on invoices within thirty (30) days after receipt of invoice, unless unusual circumstances arise.

5.2 Service Provider shall invoice the COUNTY monthly for Services performed during the preceding thirty (30) days. Invoices must be sent directly to the Tarrant County Auditor's Office. Physical invoices must be sent to:

TARRANT COUNTY AUDITOR'S OFFICE

ATTN ACCOUNTS PAYABLE

100 E WEATHERFORD ROOM 506

FT WORTH TX 76196

Emailed invoices must be sent to sap-invoices@tarrantcountytx.gov.

6. NON-APPROPRIATION

6.1 The Parties acknowledge and agree that Exhibit A (Section 1.1) set forth in this Agreement is based upon COUNTY's current appropriated revenues.

6.2 It is understood and agreed that COUNTY shall have the right to request amendment of this Agreement at the end of any COUNTY fiscal year if the governing body of the COUNTY does not appropriate funds sufficient to compensate for the services, by providing immediate written notice to Service Provider of the non-appropriation. Amendments may include modification of Exhibit A (Section 1.1) set forth in this Agreement to allow for continued performance of the Professional Services by Service Provider within the margins of the funds appropriated by the governing body of the COUNTY.

6.3 It is understood and agreed that COUNTY shall have the right to terminate this Agreement at the end of any COUNTY fiscal year if the governing body of the COUNTY does not appropriate funds sufficient to compensate for the services. When terminating this Agreement for non-appropriation of funds or non-appropriation of sufficient funds, the COUNTY should endeavor to provide notification of intent to terminate at least thirty (30) days prior to the initiation of Step 1 of their scheduled event. When notification of intent to terminate at least thirty (30) days prior to the initiation of Step 1 of their scheduled event is not possible, COUNTY shall provide immediate notification at the earliest date the COUNTY becomes aware of the non-appropriation of funds or non-appropriation of sufficient funds.

7. PROFESSIONAL SERVICES TO BE PROVIDED

7.1 Service Provider shall apply and use the latest version of the standards dictated by the State Law Enforcement commission, applicable Technical Bulletins, and any State statutes which regulate the standards for Sworn Peace Officer personnel psychological evaluations.

7.2 COUNTY acknowledges and agrees that Service Provider does not and shall not provide advice or recommendations regarding, or make, direct, encourage, or otherwise take responsibility for employment decisions, including but not limited to COUNTY's employment-related decisions regarding whether COUNTY hires, terminates, promotes, demotes, increases or decreases pay, adjusts or restricts personnel assignments or job duties, or takes any other potentially adverse employment action against COUNTY's personnel and employees. For the avoidance of doubt, COUNTY shall be solely liable for all employment decisions made in connection with any Participant.

8. LIMITED SCOPE OF EVALUATIONS

8.1 Service Provider standards for Candidate Sworn Peace Officer personnel and Candidate Peace Officer Academy personnel are found in Sections 8.2 through 8.3 and Service Provider shall perform all evaluations in accordance with applicable updated,

adopted, and accepted psychological industry standards.

8.2 Service Provider's evaluation of Candidate Sworn Peace Officer personnel and Candidate Peace Officer Academy personnel is limited to only those services specified in Exhibit A, "Scope of Services and Fee Schedule for Candidate Psychological Evaluations", of this Agreement, and in compliance with the State Law Enforcement commission standards, applicable Technical Bulletins, and any State statutes which regulate the standards for candidate psychological evaluations of Candidate Sworn Peace Officer personnel or Candidate Peace Officer Academy personnel.

8.3 Service Provider shall provide COUNTY with a psychological narrative report that summarizes the key interview findings and pertinent background history, test results, and a clear hiring recommendation and/or suitability for the position sought. Candidate will be rated on a level of risk (i.e., low, medium, high) based upon the best professional judgment of the psychologist, job profile analysis, testing battery results, and clinical interview. Additionally, Service Provider shall apply, and use required documentation for licensee mental and emotional health declaration in accordance with the State Law Enforcement commission standards, applicable Technical Bulletins, and any State statutes which regulate the standards for candidate psychological evaluations for Candidate Sworn Peace Officer personnel or Candidate Peace Officer Academy personnel.

9. DISPUTED RESULTS

9.1 This Agreement is between COUNTY and Service Provider only. SERVICE PROVIDER SHALL NOT HAVE AN AGREEMENT WITH THE PARTICIPANT(S) TESTED other than the waivers, disclosures, and consents set forth in Exhibit B "Post-Offer Psychological Evaluation: Disclosure and Informed Consent", further define the limited relationship between Participant and Front Line Mobile Health in the context of the evaluations Front Line Mobile Health performs at the request of the COUNTY, and within the scope of the specified evaluation, defined in Section 8 of this Agreement.

9.2 In the event a Participant disputes the recommendation submitted by Service Provider to COUNTY, the resolution of such dispute will be accomplished through the process established by Service Provider and COUNTY.

10. EVALUATIONS PROVIDED

10.1 Service Provider will provide Candidate Psychological Evaluations for Participants identified by COUNTY, as set forth in the attached Exhibit A, "Scope of Services and Fee Schedule for Candidate Psychological Evaluations", of this Agreement. Within ten (10) business days from COUNTY'S submission of a request for evaluation, Service Provider will schedule and conduct the required testing and provide written results to COUNTY provided the candidate cooperates in scheduling. Delays caused by the candidate's failure to respond or unavailability to participate shall not be counted against this timeline.

11. LOCATION AND SCHEDULE OF SERVICES TO BE PROVIDED

11.1 **Candidate Psychological Evaluations.** Candidate Psychological Evaluations will be conducted by the Service Provider virtually using HIPAA-compliant platforms on a schedule that is mutually agreeable to Service Provider and Participant, with the understanding that the evaluation must be completed by the deadline established between the Parties, and that all Candidate Psychological Evaluations must be completed by the end of the Agreement Term.

12. ADDITIONAL SERVICES

12.1 To receive any additional professional services not provided for under this Agreement, COUNTY must separately contract with Service Provider under a change order. No services other than those specifically identified under this Agreement will be provided without a change order.

12.2 Additional services may be requested by COUNTY at any time and will be consistent with the services and fees set forth in Exhibit A (Section 1.1) of this Agreement.

ADDITIONAL TERMS AND CONDITIONS

13. TERMINATION

13.1 Termination for Cause Vendor non-performance constitutes a material breach of the Agreement shall be a basis for termination of the Agreement by Tarrant County. Either party may terminate this Agreement in the event of any material breach of this Agreement as follows: The non-breaching party shall give the breaching party a written notice specifying the alleged breach and thirty (30) days to cure the breach. If the breach is not cured within said time, the non-breaching party may terminate the contract effective the next day by giving a written notice of termination.

13.2 Termination for Convenience Either party may also terminate this Agreement as a matter of convenience, upon written notice of at least thirty (30) days.

13.3 Service Provider may immediately suspend services if it reasonably believes continued service would violate State or Federal law or violate applicable rules of professional conduct. Service Provider shall provide prior notice to COUNTY of suspension of services.

13.4 COUNTY may terminate this Agreement immediately in the event of the filing by or against the Service Provider of a petition for relief in bankruptcy or receivership, or in the event the Service Provider becomes insolvent.

13.5 In the event that this Agreement is terminated prior to the Expiration Date, COUNTY shall pay Service Provider for all services actually rendered up to the effective date of termination and Service Provider shall continue to provide COUNTY with services requested by COUNTY and in accordance with this Agreement up to the date of termination. Upon termination of this Agreement for any reason, Service Provider shall provide COUNTY with copies of all completed or partially completed documents prepared under this Agreement. In the event Service Provider has received access to COUNTY's information or data as a requirement to perform services hereunder, Service Provider shall return all COUNTY provided data to COUNTY in a machine-readable format or other format deemed acceptable by COUNTY.

13.6 Written notice of termination by either the COUNTY or the Service Provider will be communicated in accordance with Section 24.1. Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first-class mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth in the identification of Parties section of this Agreement.

13.7 The termination of this Agreement will not affect any right or remedy that has accrued to either party at the time of termination.

13.8 Termination under sections 13.2 or 13.4 will not relieve the Service Provider from liability for any default or breach under this Agreement or any other act or omission of Service Provider.

14. INDEPENDENT COUNTY

14.1 The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or joint venture. Service Provider's services shall be those of an independent COUNTY.

14.2 Service Provider agrees and understands that the Agreement does not grant any rights or privileges established for

employees of COUNTY.

14.3 Service Provider shall not be within protection or coverage of COUNTY's Worker Compensation Insurance, Health Insurance, Liability Insurance, or any other insurance that COUNTY, from time to time, may have in force for its existing employees.

15. NON-DISCLOSURE AND CONFIDENTIALITY

15.1 Subject to the provisions of applicable laws, COUNTY acknowledges and agrees that, in the course of the Parties' performance under this Agreement, COUNTY may receive or have access to Confidential Information, proprietary information, and/or trade secrets belonging to Service Provider in the course of the Parties' respective performance under this Agreement. COUNTY understands that: (i) Confidential Information is commercially and competitively valuable to Service Provider and that it and its protection is vital to the success of Service Provider's business; (ii) the use or disclosure of Confidential Information by COUNTY, except in accordance with this Agreement, would cause irreparable harm to Service Provider; and (iii) nothing contained in this Agreement shall prohibit Service Provider from pursuing any remedies, whether at law or in equity, available to Service Provider for a breach or threatened breach of this Agreement, including the recovery of damages from, and injunctive relief against COUNTY and its members, both appointed or elected.

15.2 During the term of this Agreement and following the termination thereof, COUNTY, to the extent permitted by law, will not use or disclose, directly or indirectly, any Confidential Information in any manner or for any purpose not in accordance with this Agreement or applicable law. Subject to the provisions of the local statutes and regulations governing the retention of records by COUNTY, upon termination of this Agreement, or at any time upon Service Provider's request, COUNTY agrees to surrender to Service Provider, or destroy at Service Provider's request, some or all records, notes, notebooks, or the like, relating to Service Provider's operations, products, or business made or received by it during the term of this Agreement. Upon termination of this Agreement, COUNTY will return all other Service Provider's property in its custody, and shall be bound by this Non-Disclosure and Confidentiality Agreement.

15.3 Notwithstanding the foregoing, COUNTY may disclose Confidential Information to the extent required by law. As required by applicable laws, COUNTY will notify Service Provider in the event a public information request made to COUNTY encompasses any information protected by this Agreement. As authorized by applicable laws, Service Provider may submit arguments against disclosure of the requested information directly to the Office of the Attorney General. COUNTY will only release the requested information if required to do so by the Office of the Attorney General.

16. HIPAA COMPLIANCE

16.1 Service Provider is currently compliant and will remain compliant with all security measures required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH").

16.2 COUNTY acknowledges that once Service Provider has delivered a medical or psychological evaluation recommendation, as outlined in this Agreement, it is COUNTY's responsibility to maintain these reports and protect this information as outlined by HIPAA and HITECH. Each party shall comply with all applicable requirements of HIPAA and any state privacy laws with respect to any PHI received, created, maintained, or transmitted in connection with this Agreement.

16.3 Both Parties shall:

- a) Keep all PHI strictly confidential and use or disclose PHI only as necessary to carry out the purpose of this Agreement or as required by applicable law;
- b) Implement and maintain appropriate administrative, physical, and technical safeguards to ensure the security and

confidentiality of PHI;

- c) Protect against reasonably anticipated threats or hazards to the security or integrity of PHI;
- d) Prevent unauthorized access to or use of PHI; and
- e) Ensure that any representatives who have access to PHI agree to the same restrictions and conditions that apply to Service Provider.
- f) COUNTY reserves the right to review Service Provider's and its representatives' applicable policies and procedures used to maintain the security and confidentiality of PHI.

16.4 Breach Notification

Service Provider shall immediately notify COUNTY in writing of:

- a) Any use or disclosure of PHI by Service Provider or its representatives in breach of this Agreement;
- b) Any security incident of which Service Provider becomes aware; or
- c) Any unauthorized access, use, or disclosure of PHI.

16.5 Precedence

If HIPAA or any applicable state or federal law or regulation in effect imposes a higher standard of confidentiality or security with respect to PHI than the standard set forth in this Agreement, such higher standard shall prevail.

17. RETURN OF RECORDS

Service Provider agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all COUNTY Records created or received from or on behalf of COUNTY will be (1) returned to COUNTY, with no copies retained by SERVICE PROVIDER.

18. INSURANCE

18.1 Service Provider shall keep in full force and effect insurance coverage during the term of this Agreement, including without limitation statutory workers' compensation insurance; employer's liability and commercial general liability insurance; comprehensive automobile liability insurance if Service Provider has its own vehicles; and professional liability insurance as stated in the Request for Qualifications solicitation. Service Provider agrees to also cause its subcontractors to carry at least the same insurance coverage the COUNTY requires Service Provider to carry under the terms of this Agreement.

18.2 The insurance certificate shall name Tarrant County, its agents, officers, servants, and employees as additional insureds under the commercial general liability and automobile policies with respect to the operations and work performed by the named insured as required by written contract.

18.3 The General Liability policy is Primary & Non-Contributory.

18.4 The commercial general liability insurance minimum coverage shall be at least one million dollars (\$1,000,000) per incident, claim or occurrence, and two million dollars (\$2,000,000) aggregate. The Automobile Liability insurance minimum coverage shall be at least five hundred thousand dollars (\$500,000) covering all owned, non-owned, and hired vehicles. The certificate shall provide that there will be no cancellation, termination, or non-renewal of the insurance coverage without a minimum thirty (30) days written notice to COUNTY, except in the case of cancellation for non-payment of premium, which shall be at least ten (10) days' written notice.

18.5. All policies (except Worker's Compensation) will name County as an Additional Insured. A Waiver of Subrogation in favor of County and a thirty (30) day notice of cancellation is required on all policies. Certificates of insurance verifying the

foregoing requirements will be provided to the County prior to commencement of services under this Agreement. If a policy contains deductible provisions, Service Provider will be responsible for the payment of the deductible amount for any claim(s) or the pursuit of any claim(s) or asserted claims(s) against County, its agents, officials, employees, or representatives.

19. FORCE MAJEURE

19.1 Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, pandemics, epidemics, local disease outbreaks, public health emergencies, acts of God, or other similar or different occurrences, for so long as such force majeure event is in effect. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within five (5) business days of its occurrence.

20. CONFLICTS OF INTEREST

20.1 Where local statute or regulation requires the disclosure of certain matters by contracting agencies doing business with or proposing to do business with local governmental agencies such as COUNTY. Service Provider, if it is required to do so, will disclose such matters within seven (7) days of the date of submitting this Agreement to COUNTY, or within seven (7) days of becoming aware of a matter that requires disclosure, whichever is applicable.

21. NON-BOYCOTT VERIFICATION

21.1 Service Provider represents and warrants that, at the time of execution and delivery of this Agreement, neither Service Provider, nor any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of Service Provider, boycotts Israel. Service Provider agrees that, except to the extent otherwise required by applicable federal law, neither Service Provider nor any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of Service Provider, will boycott Israel during the term of this Agreement.

22. NO BUSINESS WITH FOREIGN TERRORIST VERIFICATION

22.1 Service Provider represents and warrants that, at the time of execution and delivery of this Agreement, neither Service Provider, nor any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of Service Provider engages in business with Iran, Sudan, or any foreign terrorist organization.

23. NO WAIVER

23.1 The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach hereof.

24. NON-DISCRIMINATION

24.1 Service Provider, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, or national origin, including procurements of materials and leases of equipment. Service Provider shall not participate either directly or indirectly in the discrimination prohibited by any Federal, State, or local law.

24.2 IF ANY CLAIM ARISES FROM AN ALLEGED VIOLATION OF THIS NON-DISCRIMINATION COVENANT BY

SERVICE PROVIDER, ITS PERSONAL REPRESENTATIVES, ASSIGNS, OR SUCCESSORS IN INTEREST, SERVICE PROVIDER AGREES TO ASSUME SUCH LIABILITY AND TO INDEMNIFY AND DEFEND COUNTY AND HOLD COUNTY HARMLESS FROM SUCH CLAIM.

25. NOTICES

25.1 Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first-class mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth in the identification of Parties section of this Agreement.

26. CONSTRUCTION

26.1 The captions or headings in this Agreement are for convenience only and do not define, limit, or otherwise describe the scope or intent of any provision or section of this Agreement. References to the singular include the plural and vice versa.

27. SEVERABILITY

27.1 If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

28. COMPLETE AGREEMENT

28.1 In the event of any inconsistency or conflict between Tarrant County RFQ F2025089, Annual Contract for Pre-Employment Psychological Evaluation Services and Service Provider's response to RFQ F2025089, Annual Contract for Pre-Employment Psychological Evaluation Services, the Agreement, this SOW, the terms of RFQ F2025089 shall control with respect to the services set forth herein.

29. GOVERNING LAW: SUCCESSORS AND ASSIGNS

29.1 This Agreement and all matters or issues directly or collaterally relating thereto shall be interpreted by, governed in accordance with, and construed pursuant to the laws of the State of Texas without regard to its conflict of laws and rules, and both Parties agree to submit to jurisdiction in Texas.

29.2 Further, any action arising out of or relating to the performance of the parties hereunder, or the interpretation of this Agreement shall be brought exclusively in a court of competent jurisdiction located in Tarrant County, Texas.

29.3 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

29.4. Vendor may not assign their rights and duties under an award without the written consent of the Tarrant County which shall not be unreasonably withheld. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

30. INDEMNIFICATION

30.1 VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS OFFICIALS, AGENTS, EMPLOYEES, REPRESENTATIVES, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS,

ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THIS CONTRACT. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE VENDOR TO INDEMNIFY OR HOLD HARMLESS THE COUNTY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE COUNTY OR ITS EMPLOYEES. For the avoidance of doubt, County shall not indemnify Vendor or any other party under this Contract.

31. COMPLIANCE WITH LAWS

31.1 In providing the services required by this Agreement, Service 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 and the Texas Prompt Payment Act. Service Provider shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

32. AUDIT CLAUSE

32.1 The Vendor must agree that Tarrant County will, until the expiration of twelve (12) months after final payment under this agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers, and records (hard copy, as well as computer generated data) of the Vendor involving transactions related to this solicitation. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between the Vendor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to Tarrant County under this solicitation. The vendor must agree that Tarrant County will have access during normal working hours to all necessary facilities, staff, and workspace in order to conduct audits. Tarrant County will provide the Vendor with reasonable advance notice of intended audits. The Vendor must provide records within ten (10) business days or a mutually agreed upon timeline.

33. REPRESENTATIONS AND WARRANTIES BY SERVICE PROVIDER

33.1. If Service Provider is a corporation or a limited liability company, Service Provider warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of its state of incorporation or organization and is duly organized and in good standing to conduct business in the State of Texas, that it has necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing the Agreement on behalf of Service Provider has been duly authorized to act for and bind Service Provider.

34. COUNTERPARTS

34.1 This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

[Signature Page Follows]

SIGNATURES

“COUNTY”

Tarrant County

100 East Weatherford

Fort Worth, Texas 76196

(817) 884-3246

By: *Name and Title*

Tim O’Hare

Tarrant County Judge

Date Signed

Approved as to Form

By: *Name and Title*

Tim O’Hare

Tarrant County Judge

Date Signed

“Service Provider”

Front Line Mobile Health, PLLC

4749 Williams Drive, Suite 304

Georgetown, Texas 78633

(512) 688-6112

By: *Name and Title*

Chelsea K. Conner, MPAS, APA-C

Chief of Sales

Front Line Mobile Health, PLLC



Digitally signed by Chelsea
K. Conner, MPAS, APA-C
Date: 2026.03.02 17:06:42
-07'00'

Date Signed **March 2, 2026**

EXHIBIT A: Scope of Services and Fee Schedule for Candidate Psychological Evaluations

COUNTY has chosen Candidate Psychological Evaluation services for its Candidates on an as-needed basis from Service Provider for the price of seven hundred fifty dollars and 00/100 (\$750) per Participant for the contract period. For the contract period, the general scope of services to be performed by Service Provider for the Candidate Psychological Evaluations for Tarrant County includes the following, also as stated in RFQ F2025089 Scope of Work:

COMPONENT LIST FOR LAW ENFORCEMENT OFFICER	
SERVICES INCLUDED	
Personality Assessment Inventory (PAI)	
California Personality Inventory (CPI)	
Psychological History Questionnaire (PsyQ)	
State-Trait Anger Expression Inventory-II (STAXI-II)	
Raven's 2 Progressive Matrices	
Virtual Face-to-Face Interview with Psychologist	
Psychological Narrative Report	
Opinion for Suitability for Position	
Per Person Cost	\$ 750

EXHIBIT B: Post-Offer Psychological Evaluation: Disclosure and Informed Consent

POST-OFFER PSYCHOLOGICAL EVALUATION: DISCLOSURE AND INFORMED CONSENT

FRONT  LINE
MOBILE HEALTH

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› Overview of Evaluation

The agency that referred you here for assessment (hereinafter referred to as “the hiring agency”) has given you an offer of employment conditioned, in part, on the results of a job-related psychological assessment. **Dr. NAME OF PSYCHOLOGIST** is a licensed psychologist (hereinafter referred to as “psychologist”) experienced in conducting such assessments and will perform the psychological evaluation.

The assessment will consist of standardized written psychological testing, an oral interview, and a review of collateral or third-party information made available by the hiring agency or by you. This may include information gathered during the background investigation you authorized the hiring agency to conduct.

The assessment will also include a review of prior assessments if a psychologist previously evaluated you. Both the written inquiries and interview will probe public and private aspects of your life. These inquiries are necessary to adequately assess whether your psychological traits and abilities satisfy the requirements of the position you have been conditionally offered.

If at any time you wish to ask about the relevance of any question asked in the interview—which will be scheduled sometime after completion of the written testing—please ask and you will receive an explanation as to why the requested information is needed. As with any job application procedure, you have the right to terminate the assessment at any time.

› Limits of Confidentiality

Although the hiring agency is the psychologist’s client, not you, the psychologist nevertheless will be mindful of his/her duty to conduct the evaluation with fairness and objectivity. You specifically understand and agree that you are not receiving treatment or health care from the psychologist and that the psychologist does not consider him/herself to be treating you.

You understand that you are not being examined for any purpose relating to your personal treatment or to your personal health care. Because the psychologist is conducting this evaluation at the request of the hiring agency and for reasons having nothing to do with treatment or health care, you do **NOT** have doctor-patient or psychotherapist-patient privilege in your communications with him/her.

Therefore, you understand and agree that anything you say or do during or in connection with the evaluation is entitled to disclosure, if relevant to the evaluation, and may or will be disclosed to others involved in the selection process who have a need to know it. The hiring agency requires a report of pertinent findings and conclusions, including a determination of your suitability for this position, following the completion of the assessment.

The hiring agency may authorize release of the records associated with this assessment, including any written report, to any other qualified professional. Circumstances leading to such an authorization may include a mandatory fitness-for-duty evaluation, disability claim, or other medical evaluation. State law also may require disclosure of otherwise confidential information for reasons associated with, but not limited to, risk of child abuse, a threat of serious harm to yourself or others, or court order.

Some or all of the information you provide may be used for psychological research concerning test validation, recruitment, selection, and performance of public safety employees. In the event information from your evaluation is used for research purposes, procedures will be put in place to help ensure that your identity is not revealed.

› Report of Findings and Conclusions

Following the completion of the examination, the psychologist will give the hiring agency an oral and written report of relevant findings and conclusions relating to their opinion about your suitability for this position, pursuant to the attached authorization. These reports are necessary to fulfill the purpose for which you have been referred. The reports necessary will contain private information, but the psychologist will make a good-faith effort to restrict the disclosure of private information to the minimum necessary to satisfy the purpose of the examination and to support his/her findings, conclusions, and recommendations. If the findings, conclusions, opinions, or recommendations are challenged in an adjudicative forum, the psychologist may make full disclosure of all information as may be necessary or required by law.

EXHIBIT B: Post-Offer Psychological Evaluation: Disclosure and Informed Consent

POST-OFFER PSYCHOLOGICAL EVALUATION: DISCLOSURE AND INFORMED CONSENT

FRONT  **LINE**
MOBILE HEALTH

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› Waiver of Access to Report and Records

This assessment is conducted solely to aid the hiring agency in determining your qualification for hire. **You will not be provided a copy of any report the psychologist provides the hiring agency concerning your suitability.** Because the hiring agency is the client, your authorization will **NOT** permit the psychologist to release or disclose the report to you or any third party.

You specifically waive any and all statutory rights to access and review personal health care or any other information as it pertains to this examination, if any, whether arising under state or federal statutory, regulatory or common law, including but not limited to, the Health Insurance Portability and Accountability Act of 1996, the Texas Labor Code, and the Texas Code of Regulations, and therefore have **NO** rights to access or review the notes, reports, tests, analyses or other information generated in connection with this evaluation of your suitability for employment. Even if some of the information contained or produced in this assessment might otherwise be accessible to you, this information is inextricably interwoven with other confidential data to which you otherwise would not be entitled.

Therefore, you agree to exonerate, release, and discharge psychologist and the hiring agency, its officers, agents, or assigns, from any claim or damages, whether in law or in equity, on behalf of yourself, your heirs, agents, or assigns, for their refusal to make available any and all information contained in this post-offer psychological evaluation other than the final determination (i.e., qualified or unqualified).

› Payment for Services

The hiring agency is compensating the psychologist for service. However, the psychologist will remain objective and neutral. As such, the psychologist will have sole control over the examination and their resulting opinions, conclusions, and recommendations.

› Potential Outcome and Uses of the Examination Results

As a result of this examination, the psychologist may conclude that you are (1) psychologically qualified for this position, or (2) psychologically unqualified for this position. The hiring agency has determined the standards and degree of suitability it requires for qualification. Regardless of the conclusions the psychologist reaches and communicates in their report, the hiring agency may choose not to rely on their findings and recommendations, in whole or in part, when deciding on your status. Alternatively, the hiring agency may rely entirely on their report. Thus, depending on their ultimate conclusions and recommendations concerning your suitability, and depending on the hiring agency's consideration of their conclusions and recommendations, the results of this examination may have a significant impact on your candidacy.

*The psychologist's opinion concerning your psychological qualification or suitability for this position is **NOT** a statement or opinion about your general psychological health or emotional stability, nor is it a statement about your suitability for this position with a different agency or for a different position with the same agency. Rather, it is a statement only about the degree to which the full range of assessment information available to them provides evidence at this time of the psychological traits and competencies required for the position.*

› Regarding Your Freedom to Decline to Participate

You are free to decline participation in this examination. However, your decision not to participate in the examination will result in the revocation of the hiring agency's conditional offer of employment.

› Expiration Date

This authorization may be revoked at any time, except when action has been taken in reliance on this authorization. Unless revoked earlier, this authorization will expire one year from the date of signing or will remain in effect for the period reasonably needed to complete this assessment.

EXHIBIT B: Post-Offer Psychological Evaluation: Disclosure and Informed Consent

POST-OFFER PSYCHOLOGICAL EVALUATION: DISCLOSURE AND INFORMED CONSENT



A VANTAGE WORK COMPANY

› Redisclosure

The psychologist will advise the hiring agency to maintain the written report in a confidential medical file separate from other personnel information and that the information should be made available only to a person(s) who have a bona fide need to know the information included in the report.

Nevertheless, by signing the authorization attached hereto as Exhibit A (Authorization to Use and Disclose Protected Health Information) and authorizing the psychologist to release this information to the hiring agency, there is the possibility that the hiring agency could redisclose this information. By signing the authorization you will expressly release psychologist from any liability for the disclosure.

› Genetic Information

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA, Title II, from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to any request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

› Recording and/or Photographing During the Evaluation

You are **NOT** authorized or permitted to photocopy, photograph, record or capture any portion of the evaluation, in whole or in part, including but not limited to written testing, personal history questionnaires, oral interview, and conversations with the psychologist, whether in-person or by telephone. This prohibition applies to all forms of recording, whether digital or analogue.

By agreeing to proceed with this examination, you agree to accept this prohibition and any civil and/or criminal consequences for violating it.

CONSENT AND SIGNATURE OF APPLICANT

Note: If you do not have adequate time to review this form, you do not understand it, or if you require additional time to consult with an attorney or other advisor, you may reschedule this examination for a later time by checking the box below, initialing it, and immediately informing the psychologist or the administrative assistant.

I require additional time to consult with my attorney or other advisor. I understand that this may require rescheduling my examination for a later date.

Initial only if you require additional time to consult with your attorney or other advisor.

I have read, understand, and agree to the terms of the informed consent statement and waiver of my access rights. I do not require additional time to consult with my attorney or other advisor.

Initial only if you Do Not require additional time.

Name (Printed)

Signature

Today's Date

EXHIBIT B: Post-Offer Psychological Evaluation: Disclosure and Informed Consent



AUTHORIZATION TO USE AND DISCLOSE PROTECTED HEALTH INFORMATION

I authorize psychologist to use and disclose their findings and opinions concerning my past, present or future physical or mental health or condition, as well as their conclusions, opinions, and recommendations as to my psychological qualification and suitability for the position I have applied for, to the agency that referred me for this examination (hereinafter referred to as the "hiring agency"). This authorization does not authorize any of my prior or current health care providers to disclose personal health care records to psychologist or my prospective employer without separate and specific written authorization, except as permitted by law.

MENTAL HEALTH INFORMATION You must initial this item for the examination to be conducted.

DRUG/ALCOHOL DIAGNOSIS, TREATMENT, OR REFERRAL INFORMATION You must initial this item for the examination to be conducted.

I understand that the psychologist will make a good-faith effort to restrict the disclosure of private information to the minimum necessary to satisfy the purpose of the examination and to support the findings, conclusions, and recommendations. Consistent with the provisions of state and federal law, I understand that the hiring agency will be advised to maintain any written report provided to it by the psychologist in a confidential medical file separate from other personnel information and that the information should be made available only to persons who have a bona fide need to know the information included in the report. I have been informed that I will not receive a copy of the written report, nor will I be able to authorize its release to any other person or party. I specifically waive any statutory rights to access and review personal health care information as it pertains to this examination.

I acknowledge that the psychologist has no control over how the hiring agency uses the report once it receives it. I understand that the information used or disclosed pursuant to this authorization may be subject to redisclosure and no longer protected under federal law. I expressly release psychologist from liability for that redisclosure. However, I also understand that federal or state law may restrict redisclosure of mental health information and drug/alcohol diagnosis, treatment or referral information.

SIGNATURE OF APPLICANT

You do not need to sign this authorization. However, your refusal will mean that the required psychological evaluation will not take place. This will result in the withdrawal of the conditional offer of employment.

You may revoke this authorization in writing at any time. If you revoke your authorization, the information described above may no longer be used or disclosed for the purposes described in this written authorization. Any use or disclosure already made with your permission cannot be undone.

To revoke this authorization, please send a written notice, stating that you are revoking this authorization, to:

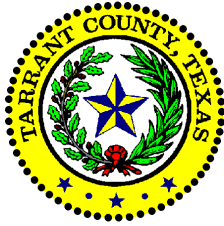
Front Line Mobile Health, PLLC, PO Box 1268, Granbury, TX 76048

I have read this authorization and I understand it. Unless revoked, this authorization expires one year from the date below.

Name (Printed)

Signature

Today's 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: RFQ No. F2025089 - Annual Contract for Pre-Employment Psychological Evaluation Services – Sheriff's Office - 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: March 10, 2026

Court Order #:

Page: 1 of 17

Department: Purchasing

Prepared By: Mikaylah Darby

Approved By: Christopher Lax, CPSM,
CPSD, CPCP

SUBJECT:

Bid No. F2025099 - Annual Contract for Carpet, Tile, and Miscellaneous Flooring Materials and Services - Facilities Management - Various Vendors - Exercise First Option for Renewal - Same Firm Fixed Prices and Discount From List Price

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve renewal of Bid No. F2025099, Annual Contract for Carpet, Tile, and Miscellaneous Flooring Materials and Services, for the first optional twelve (12) month period at the same firm fixed prices and discount from list price.

BACKGROUND

On April 15, 2025, the Commissioners Court, through Court Order #145082, awarded Bid No. F2025099, Annual Contract for Carpet, Tile, and Miscellaneous Flooring Materials and Services, for Facilities Management, to the following vendors:

Primary	DMCA, Inc.
Secondary	Gomez Floor Covering, Inc d/b/a GFC Contracting

The awards were based upon low bid meeting specifications and contained options to renew for two (2) additional twelve (12) month periods.

The purpose of this contract is to provide materials and services for carpet, tile, and miscellaneous flooring for various buildings within Tarrant County.

The vendors notified Purchasing in writing that their prices will remain firm through April 14, 2027. Facilities Management notified Purchasing in writing that they are pleased with the vendors and want to renew.

Therefore, it is the joint recommendation of Facilities Management and Purchasing that the Commissioners Court approve renewal of Bid No. F2025099, Annual Contract for Carpet, Tile, and Miscellaneous Flooring Materials and Services, for another twelve (12) month period.

Subject to continued funding by the Commissioners Court, this agreement shall automatically renew April 15, 2027, hereafter for one (1) twelve (12) month period ending on April 14, 2028, unless sooner terminated by either party as provided herein.

FISCAL IMPACT

Expenses for the last twelve (12) months were \$59,990.00. Funding is available in account 10000-2026 General Funds/Various Cost Centers/532011 Building Maintenance.

Attachments

[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

February 2, 2026

Ms. Natalie Marstella
DMCA, Inc.
3701 E. Randol Mill Rd.
Suite 200
Arlington, Texas, 76011

Re: F2025099– Annual Contract for Carpet, Tile and Miscellaneous Flooring Materials and Services.

Dear Ms. Marstella,

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 April 15, 2025, through April 14, 2026. The effective dates for the first renewal option will run from April 15, 2026, through April 14, 2027.

Tarrant County Purchasing Department hereby extends an invitation to DMCA Inc., to accept the first option for an additional one (1) year period as the primary vendor for this bid as awarded on April 15, 2025. DMCA 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 April 14, 2027.

Yes, DMCA Inc. will accept the offer to extend the same firm fixed prices through April 14, 2027. **Please include a current 1295 Form with your response.**

No, DMCA Inc. will NOT accept the offer to extend the same firm fixed prices through April 14, 2027.

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,

Handwritten signature of Mikaylah Darby in black ink.

Mikaylah Darby, Buyer
Tarrant County
817-884-1057

Handwritten signature of Natalie Marstella in blue ink.

Natalie Marstella
DMCA, Inc.

2/3/2026

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

February 2, 2026

Mr. Kevin Whitener
Gomez Floor Covering, Inc
dba GFC Contracting.
1130 Inwood Rd.
Dallas, Texas, 75247

Re: F2025099– Annual Contract for Carpet, Tile and Miscellaneous Flooring Materials and Services.

Dear Mr. Whitener,

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 April 15, 2025, through April 14, 2026. The effective dates for the first renewal option will run from April 15, 2026, through April 14, 2027.

Tarrant County Purchasing Department hereby extends an invitation to Gomez Floor Covering, Inc dba GFC Contracting, to accept the first option for an additional one (1) year period as the secondary vendor for this bid as awarded on April 15, 2025. Gomez Floor Covering, Inc dba GFC Contracting, 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 April 14, 2027.

Yes, Gomez Floor Covering, Inc dba GFC Contracting will accept the offer to extend the same firm fixed prices through April 14, 2027. **Please include a current 1295 Form with your response.**

No, Gomez Floor Covering, Inc dba GFC Contracting will NOT accept the offer to extend the same firm fixed prices through April 14, 2027.

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,

Handwritten signature of Mikaylah Darby in blue ink.

Mikaylah Darby, Buyer
Tarrant County

Handwritten signature of Kevin Whitener in blue ink.

Kevin Whitener
Gomez Floor Covering, Inc
dba GFC Contracting

2/6/2026
Date



Governmental Entities Utilizing Contract

F2025099 – Annual Contract for Carpet, Tile and Miscellaneous Flooring Materials and Services

- Collin County
- DFW International Airport

Memorandum

To: Josh Palmer, Willie Shephard, Chad Raines

Dept: Facilities Management

From: Mikaylah Darby, Buyer, Purchasing Department

Date: 02/02/2026

Re: Renewal of Annual Contract for Carpet, Tile, and Misc. Flooring Materials and Services, F2025099

The above referenced contract will expire on April 14, 2026. This contract included two (2) options to renew with the vendors for additional twelve (12) month terms. The first renewal term would commence April 15, 2026 and would expire April 14, 2027.

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 mdarby@tarrantcountytx.gov by Friday, February 6, 2026.

DMCA, Inc (P)

Gomez Floor Covering, Inc. d/b/a GFC Contracting (S)

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:

532011/Various Cost Centers/10000-2026

No, I do not wish to continue the current contract with the above-mentioned vendor for the following reason(s).

SIGNATURE: Joshua B. Palmer

DATE: 2/5/2026

Bid No. F2025099 Annual Contract for Carpet, Tile and Miscellaneous Flooring Materials and Services

				Primary Award DMCA, Inc. Arlington, TX HUB - Yes COOP - Yes		<i>Secondary Award</i> <i>Gomez Floor Covering, Inc.</i> <i>dba GFC Contracting</i> <i>Dallas, TX</i> <i>HUB - Yes</i> <i>COOP - Yes</i>	
Line No.	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended	Unit Price	Extended
1	Carpet Installation - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	2000	Square Yard	\$4.50	\$9,000.00	\$4.00	\$8,000.00
2	Wall Carpet Installation - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	100	Square Yard	\$4.00	\$400.00	\$4.50	\$450.00
3	Double Stick Carpet Installation - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	2000	Square Yard	\$3.25	\$6,500.00	\$4.10	\$8,200.00
4	Removal (Demo) of Existing Carpet - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	2000	Square Yard	\$2.50	\$5,000.00	\$2.25	\$4,500.00
5	Take Back and Recycling of Old Carpet Products - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	2000	Square Yard	\$1.00	\$2,000.00	\$1.50	\$3,000.00
6	Ceramic Tile Install - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	1000	Square Feet	\$5.00	\$5,000.00	\$5.25	\$5,250.00
7	Ceramic Install with Epoxy Grout - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	500	Square Feet	\$6.00	\$3,000.00	\$5.50	\$2,750.00
8	Wall Ceramic Tile Install - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	1000	Square Feet	\$4.25	\$4,250.00	\$5.00	\$5,000.00
9	Removal (Demo) of Existing Ceramic - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	1000	Square Feet	\$3.25	\$3,250.00	\$3.00	\$3,000.00

Note: No-Bid received from Texas Pipeline Services.

Bid No. F2025099 Annual Contract for Carpet, Tile and Miscellaneous Flooring Materials and Services

				FloorsEliteDFW LLC Southlake, TX HUB - Yes		AZTECA Designs and Construction (AZTECA Designs, Inc.) Somerset, TX HUB - Yes	
Line No.	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended	Unit Price	Extended
1	Carpet Installation - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	2000	Square Yard	\$70.00	\$140,000.00	\$25.00	\$50,000.00
2	Wall Carpet Installation - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	100	Square Yard	\$81.00	\$8,100.00	\$65.00	\$6,500.00
3	Double Stick Carpet Installation - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	2000	Square Yard	\$72.00	\$144,000.00	\$35.00	\$70,000.00
4	Removal (Demo) of Existing Carpet - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	2000	Square Yard	\$31.50	\$63,000.00	\$15.00	\$30,000.00
5	Take Back and Recycling of Old Carpet Products - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	2000	Square Yard	\$49.50	\$99,000.00	\$25.00	\$50,000.00
6	Ceramic Tile Install - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	1000	Square Feet	\$12.00	\$12,000.00	\$25.00	\$25,000.00
7	Ceramic Install with Epoxy Grout - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	500	Square Feet	\$15.00	\$7,500.00	\$55.00	\$27,500.00
8	Wall Ceramic Tile Install - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	1000	Square Feet	\$25.00	\$25,000.00	\$65.00	\$65,000.00
9	Removal (Demo) of Existing Ceramic - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	1000	Square Feet	\$7.00	\$7,000.00	\$15.00	\$15,000.00

Note: No-Bid received from Texas Pipeline Services.

Bid No. F2025099 Annual Contract for Carpet, Tile and Miscellaneous Flooring Materials and Services

				Primary Award DMCA, Inc. Arlington, TX HUB - Yes COOP - Yes		<i>Secondary Award</i> <i>Gomez Floor Covering, Inc.</i> <i>dba GFC Contracting</i> <i>Dallas, TX</i> <i>HUB - Yes</i> <i>COOP - Yes</i>	
Line No.	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended	Unit Price	Extended
10	Apply Clear Sealer Concrete - Furnish and Install - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	500	Square Feet	\$1.00	\$500.00	\$0.60	\$300.00
11	4" Cove Base - Furnish and Install - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	4000	Linear Feet	\$1.75	\$7,000.00	\$1.70	\$6,800.00
12	6" Cove Base - Furnish and Install - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	500	Linear Feet	\$2.75	\$1,375.00	\$2.70	\$1,350.00
13	Install Customer Supplied Cove Base - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	100	Linear Feet	\$0.75	\$75.00	\$0.65	\$65.00
14	Removal of Existing Cove Base - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	2000	Linear Feet	\$0.20	\$400.00	\$0.10	\$200.00
15	Scrape Away Old Glue - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	3000	Square Yard	\$3.00	\$9,000.00	\$2.75	\$8,250.00
16	Epoxy Quartz Floor - Furnish and Install - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	1000	Square Feet	\$5.50	\$5,500.00	\$6.00	\$6,000.00
17	Sheet Vinyl Install - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	1000	Square Feet	\$1.25	\$1,250.00	\$1.40	\$1,400.00
18	Rubber Floor Install - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	1000	Square Feet	\$1.25	\$1,250.00	\$1.15	\$1,150.00
19	Transition - Furnish and Install - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	100	Feet	\$3.00	\$300.00	\$2.00	\$200.00

Note: No-Bid received from Texas Pipeline Services.

Bid No. F2025099 Annual Contract for Carpet, Tile and Miscellaneous Flooring Materials and Services

				FloorsEliteDFW LLC Southlake, TX HUB - Yes		AZTECA Designs and Construction (AZTECA Designs, Inc.) Somerset, TX HUB - Yes	
Line No.	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended	Unit Price	Extended
10	Apply Clear Sealer Concrete - Furnish and Install - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	500	Square Feet	\$7.50	\$3,750.00	\$25.00	\$12,500.00
11	4" Cove Base - Furnish and Install - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	4000	Linear Feet	\$5.00	\$20,000.00	\$15.00	\$60,000.00
12	6" Cove Base - Furnish and Install - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	500	Linear Feet	\$6.00	\$3,000.00	\$22.00	\$11,000.00
13	Install Customer Supplied Cove Base - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	100	Linear Feet	\$3.50	\$350.00	\$10.00	\$1,000.00
14	Removal of Existing Cove Base - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	2000	Linear Feet	\$2.00	\$4,000.00	\$13.00	\$26,000.00
15	Scrape Away Old Glue - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	3000	Square Yard	\$45.00	\$135,000.00	\$25.00	\$75,000.00
16	Epoxy Quartz Floor - Furnish and Install - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	1000	Square Feet	\$24.00	\$24,000.00	\$125.00	\$125,000.00
17	Sheet Vinyl Install - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	1000	Square Feet	\$8.25	\$8,250.00	\$85.00	\$85,000.00
18	Rubber Floor Install - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	1000	Square Feet	\$12.00	\$12,000.00	\$85.00	\$85,000.00
19	Transition - Furnish and Install - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	100	Feet	\$5.50	\$550.00	\$13.00	\$1,300.00

Note: No-Bid received from Texas Pipeline Services.

Bid No. F2025099 Annual Contract for Carpet, Tile and Miscellaneous Flooring Materials and Services

				Primary Award DMCA, Inc. Arlington, TX HUB - Yes COOP - Yes		<i>Secondary Award</i> <i>Gomez Floor Covering, Inc.</i> <i>dba GFC Contracting</i> <i>Dallas, TX</i> <i>HUB - Yes</i> <i>COOP - Yes</i>	
Line No.	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended	Unit Price	Extended
20	Armstrong, Vinyl Composition Tile (VCT) - Furnish and Install - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	5000	Square Feet	\$2.25	\$11,250.00	\$2.25	\$11,250.00
21	Demo Existing Vinyl Composition Tile (VCT) - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	2000	Square Feet	\$0.75	\$1,500.00	\$0.60	\$1,200.00
22	Heat Weld Vinyl Seams - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	100	Linear Feet	\$3.00	\$300.00	\$2.90	\$290.00
23	Demo Wood Flooring - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	500	Square Feet	\$3.00	\$1,500.00	\$3.00	\$1,500.00
24	Install Wood Flooring - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	1000	Square Feet	\$3.50	\$3,500.00	\$3.40	\$3,400.00
25	Install Vinyl Wood Plank - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	1000	Square Feet	\$1.50	\$1,500.00	\$1.25	\$1,250.00
26	Sand and Refinish Wood Floor - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	1000	Square Feet	\$2.50	\$2,500.00	\$3.00	\$3,000.00
27	Ardex Feather Finish - Furnish and Install - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	200	BG (10 LBS)	\$45.00	\$9,000.00	\$48.00	\$9,600.00
28	Install Static Dissipative Tile - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	200	Square Feet	\$1.25	\$250.00	\$2.00	\$400.00
29	Moisture Test - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	100	Square Feet	\$0.10	\$10.00	\$30.00	\$3,000.00

Note: No-Bid received from Texas Pipeline Services.

Bid No. F2025099 Annual Contract for Carpet, Tile and Miscellaneous Flooring Materials and Services

				FloorsEliteDFW LLC Southlake, TX HUB - Yes		AZTECA Designs and Construction (AZTECA Designs, Inc.) Somerset, TX HUB - Yes	
Line No.	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended	Unit Price	Extended
20	Armstrong, Vinyl Composition Tile (VCT) - Furnish and Install - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	5000	Square Feet	\$9.00	\$45,000.00	\$25.00	\$125,000.00
21	Demo Existing Vinyl Composition Tile (VCT) - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	2000	Square Feet	\$4.50	\$9,000.00	\$12.00	\$24,000.00
22	Heat Weld Vinyl Seams - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	100	Linear Feet	\$5.00	\$500.00	\$25.00	\$2,500.00
23	Demo Wood Flooring - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	500	Square Feet	\$4.50	\$2,250.00	\$35.00	\$17,500.00
24	Install Wood Flooring - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	1000	Square Feet	\$18.00	\$18,000.00	\$75.00	\$75,000.00
25	Install Vinyl Wood Plank - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	1000	Square Feet	\$7.50	\$7,500.00	\$25.00	\$25,000.00
26	Sand and Refinish Wood Floor - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	1000	Square Feet	\$7.50	\$7,500.00	\$95.00	\$95,000.00
27	Ardex Feather Finish - Furnish and Install - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	200	BG (10 LBS)	\$140.00	\$28,000.00	\$85.00	\$17,000.00
28	Install Static Dissipative Tile - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	200	Square Feet	\$9.75	\$1,950.00	\$21.00	\$4,200.00
29	Moisture Test - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	100	Square Feet	\$2.50	\$250.00	\$25.00	\$2,500.00

Note: No-Bid received from Texas Pipeline Services.

Bid No. F2025099 Annual Contract for Carpet, Tile and Miscellaneous Flooring Materials and Services

				Primary Award DMCA, Inc. Arlington, TX HUB - Yes COOP - Yes		<i>Secondary Award</i> <i>Gomez Floor Covering, Inc.</i> <i>dba GFC Contracting</i> <i>Dallas, TX</i> <i>HUB - Yes</i> <i>COOP - Yes</i>	
Line No.	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended	<i>Unit Price</i>	<i>Extended</i>
30	Journeyman Installer	200	Hours	\$60.00	\$12,000.00	\$50.00	\$10,000.00
31	Journeyman Helper	200	Hours	\$24.00	\$4,800.00	\$40.00	\$8,000.00
32	Furniture Moving	500	Square Yard	\$2.75	\$1,375.00	\$2.50	\$1,250.00
33	Border and/or Custom Patterns Labor	200	Square Feet	\$0.30	\$60.00	\$0.10	\$20.00
34	After Hours Labor	200	Hours	\$2.00	\$400.00	\$2.00	\$400.00
35	Minimum Charge for Small Repair	50	Job	\$350.00	\$17,500.00	\$500.00	\$25,000.00
36	Carpet Tile Adhesive	200	Gallon	\$25.00	\$5,000.00	\$35.00	\$7,000.00
37	Carpet (Broadloom) Adhesive	200	Gallon	\$10.00	\$2,000.00	\$20.00	\$4,000.00
38	4" Rubber Cove Base - no installation	300	Linear Feet	\$1.00	\$300.00	\$1.00	\$300.00
39	6" Rubber Cove Base - no installation	300	Linear Feet	\$1.50	\$450.00	\$1.60	\$480.00
40	Cove Base Adhesive	100	Gallon	\$25.00	\$2,500.00	\$25.00	\$2,500.00
41	Armstrong, VCT (Labor Only/Material Only)	2000	Square Feet	\$0.90	\$1,800.00	\$1.70	\$3,400.00
42	Vinyl Composition Tile (VCT) Adhesive	200	Gallon	\$20.00	\$4,000.00	\$20.00	\$4,000.00
43	Vinyl Wood Plank Adhesive	100	Gallon	\$40.00	\$4,000.00	\$50.00	\$5,000.00
44	Furniture Lift	2000	Square Yard	\$5.00	\$10,000.00	\$6.00	\$12,000.00

Note: No-Bid received from Texas Pipeline Services.

Bid No. F2025099 Annual Contract for Carpet, Tile and Miscellaneous Flooring Materials and Services

				FloorsEliteDFW LLC Southlake, TX HUB - Yes		AZTECA Designs and Construction (AZTECA Designs, Inc.) Somerset, TX HUB - Yes	
Line No.	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended	Unit Price	Extended
30	Journeyman Installer	200	Hours	\$75.00	\$15,000.00	\$65.00	\$13,000.00
31	Journeyman Helper	200	Hours	\$40.00	\$8,000.00	\$35.00	\$7,000.00
32	Furniture Moving	500	Square Yard	\$35.00	\$17,500.00	\$30.00	\$15,000.00
33	Border and/or Custom Patterns Labor	200	Square Feet	\$15.00	\$3,000.00	\$55.00	\$11,000.00
34	After Hours Labor	200	Hours	\$120.00	\$24,000.00	\$125.00	\$25,000.00
35	Minimum Charge for Small Repair	50	Job	\$500.00	\$25,000.00	\$500.00	\$25,000.00
36	Carpet Tile Adhesive -	200	Gallon	\$70.00	\$14,000.00	\$250.00	\$50,000.00
37	Carpet (Broadloom) Adhesive	200	Gallon	\$75.00	\$15,000.00	\$300.00	\$60,000.00
38	4" Rubber Cove Base - no installation	300	Linear Feet	\$4.00	\$1,200.00	\$5.50	\$1,650.00
39	6" Rubber Cove Base - no installation	300	Linear Feet	\$5.00	\$1,500.00	\$8.65	\$2,595.00
40	Cove Base Adhesive	100	Gallon	\$48.00	\$4,800.00	\$185.00	\$18,500.00
41	Armstrong, VCT (Labor Only/Material Only)	2000	Square Feet	\$7.50	\$15,000.00	\$10.00	\$20,000.00
42	Vinyl Composition Tile (VCT) Adhesive	200	Gallon	\$60.00	\$12,000.00	\$185.00	\$37,000.00
43	Vinyl Wood Plank Adhesive	100	Gallon	\$70.00	\$7,000.00	\$198.00	\$19,800.00
44	Furniture Lift	2000	Square Yard	\$120.00	\$240,000.00	\$65.00	\$130,000.00

Note: No-Bid received from Texas Pipeline Services.

Bid No. F2025099 Annual Contract for Carpet, Tile and Miscellaneous Flooring Materials and Services

		Primary Award DMCA, Inc. Arlington, TX HUB - Yes COOP - Yes	<i>Secondary Award Gomez Floor Covering, Inc. dba GFC Contracting Dallas, TX HUB - Yes COOP - Yes</i>	FloorsEliteDFW LLC Southlake, TX HUB - YES	AZTECA Designs and Construction (AZTECA Designs, Inc.) Somerset, TX HUB - YES
Line No.	Description	Discount off Catalog/Pricelist	<i>Discount off Catalog/Pricelist</i>	Discount off Catalog/Pricelist	Discount off Catalog/Pricelist
2	Carpet Tile Products (Percentage Discount Off Catalog/Price List)				
2.1	Bentley Mills	30.0%	<i>30.0%</i>	No Bid	No Bid
2.2	Engineered Floors	30.0%	<i>30.0%</i>	10.0%	No Bid
2.3	Interface	30.0%	<i>30.0%</i>	0.0%	No Bid
2.4	Milliken	35.0%	<i>35.0%</i>	No Bid	No Bid
2.5	Mohawk Group	30.0%	<i>30.0%</i>	10.0%	No Bid
2.6	Patcraft	30.0%	<i>30.0%</i>	0.0%	No Bid
2.7	Shaw Contract	30.0%	<i>30.0%</i>	0.0%	No Bid
2.8	Tarkett	30.0%	<i>30.0%</i>	10.0%	No Bid
3	Broadloom Carpet Products (Percentage Discount Off Catalog/Price List)				
3.1	Bentley Mills	30.0%	<i>30.0%</i>	No Bid	No Bid
3.2	Engineered Floors	30.0%	<i>30.0%</i>	10.0%	No Bid
3.3	Milliken	No Bid	<i>35.0%</i>	No Bid	No Bid
3.4	Mohawk Group	30.0%	<i>30.0%</i>	10.0%	No Bid
3.5	Patcraft	30.0%	<i>30.0%</i>	No Bid	No Bid
3.6	Shaw Contract	30.0%	<i>30.0%</i>	No Bid	No Bid
3.7	Tarkett	30.0%	<i>30.0%</i>	10.0%	No Bid
4	Ceramic Tile Products (Percentage Discount Off Catalog/Price List)				
4.1	American Olean	30.0%	<i>30.0%</i>	No Bid	No Bid
4.2	Armstrong	No Bid	<i>30.0%</i>	10.0%	No Bid
4.3	Daltile	30.0%	<i>30.0%</i>	10.0%	No Bid
4.4	Emser Tile	30.0%	<i>30.0%</i>	No Bid	No Bid
4.5	Mohawk Group	No Bid	<i>30.0%</i>	10.0%	No Bid

Note: No-Bid received from Texas Pipeline Services.

Bid No. F2025099 Annual Contract for Carpet, Tile and Miscellaneous Flooring Materials and Services

		Primary Award DMCA, Inc. Arlington, TX HUB - Yes COOP - Yes	<i>Secondary Award Gomez Floor Covering, Inc. dba GFC Contracting Dallas, TX HUB - Yes COOP - Yes</i>	FloorsEliteDFW LLC Southlake, TX HUB - YES	AZTECA Designs and Construction (AZTECA Designs, Inc.) Somerset, TX HUB - YES
Line No.	Description	Discount off Catalog/Pricelist	<i>Discount off Catalog/Pricelist</i>	Discount off Catalog/Pricelist	Discount off Catalog/Pricelist
5	Vinyl Composition Tile (VCT) Products (Percentage Discount Off Catalog/Price List)				
5.1	Armstrong	30.0%	<i>30.0%</i>	10.0%	No Bid
5.2	Daltile	No Bid	<i>30.0%</i>	10.0%	No Bid
5.3	Mohawk Group	30.0%	<i>30.0%</i>	10.0%	No Bid
5.4	Tarkett	30.0%	<i>30.0%</i>	10.0%	No Bid
6	Other Floor Products and Floor Prep Supplies (Percentage Discount Off Catalog/Price List)				
6.1	Armstrong	30.0%	<i>30.0%</i>	10.0%	No Bid
6.2	Ardex, CMP, Custom, Laticrete +	30.0%	<i>30.0%</i>	5.0%	No Bid
6.3	Engineered Floors	30.0%	<i>30.0%</i>	10.0%	No Bid
6.4	Mohawk Group	30.0%	<i>30.0%</i>	10.0%	No Bid
6.5	Roppe	30.0%	<i>30.0%</i>	5.0%	No Bid
6.6	Schulter Systems	20.0%	<i>30.0%</i>	10.0%	No Bid
6.7	Shaw Contract	30.0%	<i>30.0%</i>	10.0%	No Bid
6.8	Tarkett	30.0%	<i>30.0%</i>	10.0%	No Bid
6.9	Westcoat Specialty Coating Systems	30.0%	<i>30.0%</i>	No Bid	No Bid

Note: No-Bid received from Texas Pipeline Services.



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. F2025099 - Annual Contract for Carpet, Tile, and Miscellaneous Flooring Materials and Services - Facilities Management - Various Vendors - Exercise First Option for Renewal - Same Firm Fixed Prices and Discount From List 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: March 10, 2026

Court Order #:

Page: 1 of 7

Department: Purchasing

Prepared By: Niki Jones

Approved By: Christopher Lax, CPSM,
CPSD, CPCP

SUBJECT:

Bid No. F2025128 - Annual Contract for Rifles - Countywide - Various Vendors - Exercise First 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. F2025128, Annual Contract for Rifles, for the first optional twelve (12) month period at the same firm fixed prices to the following vendors:

Primary	Proforce Marketing, Inc. d/b/a Proforce Law Enforcement	2 of 5 Items
	TRIARC Systems, LLC	2 of 5 Items
Secondary	TRIARC Systems, LLC	1 of 5 Items

BACKGROUND

On August 5, 2025, the Commissioners Court, through Court Order #145620, awarded Bid No. F2025128, Annual Contract for Rifles, Countywide, to the following vendors:

Primary	Proforce Marketing, Inc, d/b/a Proforce Law Enforcement	2 of 5 Items
	TRIARC Systems, LLC	2 of 5 Items
	G T Distributors, Inc.	1 of 5 Items
Secondary	TRIARC Systems, LLC	2 of 5 Items
	CMC Government Supply	1 of 5 Items
	G T Distributors, Inc.	1 of 5 Items
Alternate	Clyde Armory, Inc.	1 of 5 Items
	CMC Government Supply	1 of 5 Items

The awards were based upon low bid meeting specifications and contained options to renew for two (2) additional twelve (12) month periods.

This contract is for custom rifles, suppressors, and optics for law enforcement including the Sheriff 's Office and Constable Precincts.

Clyde Armory, Inc., CMC Government Supply, and G T Distributors, Inc. elected not to renew. The remaining vendors notified Purchasing in writing that their prices will remain firm through August 4, 2027. The Sheriff's Office notified Purchasing in writing that they are pleased with the vendors and want to renew.

There is no award for Item 3 as the vendors elected not to renew. There are no secondary or alternate awards for Item 4 as the vendors elected not to renew.

Therefore, it is the joint recommendation of the Sheriff's Office and Purchasing that the Commissioners Court approve renewal of Bid No. F2025128, Annual Contract for Rifles, for another twelve (12) month period.

Subject to continued funding by the Commissioners Court, this agreement shall automatically renew August 5, 2027, hereafter for one (1) twelve (12) month period ending on August 4, 2028, unless sooner terminated by either party as provided herein.

FISCAL IMPACT

Expenses for the last twelve (12) months were \$51,100.00. Funding is available in account S9600-2026 Sheriff Drug Forfeiture (State)/2110710000 State Forfeitures/540000 Capital, 45100-2026 Non-Debt Capital Fund/2210100000 Constable Precinct 1, 2260100000 Constable Precinct 6, and 2280100000 Constable Precinct 8/540000 Capital.

Attachments

[CC Renew1 031026 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

December 18, 2025

Kaylee Mitchell
Proforce Marketing, Inc.
2625 Stearman Rd, Suite A
Prescott, AZ 86301

Re: IFB No. F2025128 – Annual Contract for Rifles

Dear Ms. Mitchell:

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 August 5, 2025 through August 4, 2026. The effective dates for the first renewal option will run from August 5, 2026 through August 4, 2027.

Tarrant County Purchasing Department hereby extends an invitation to Proforce Marketing, Inc. to accept the first option for an additional one (1) year period as the vendor for this bid as awarded on August 5, 2025. Proforce Marketing, 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 August 4, 2027.

Yes, Proforce Marketing, Inc. will accept the offer to extend the same firm fixed prices through August 4, 2027. **Please include a current 1295 Form with your response.**

No, Proforce Marketing, Inc. will NOT accept the offer to extend the same firm fixed prices through August 4, 2027.

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,

Niki Jones

Niki Jones, Senior Buyer
Tarrant County
817-884-1134

Kaylee Mitchell

Kaylee Mitchell
Proforce Marketing, Inc.

1/15/26

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

December 18, 2025

Chris Reeves
Triarc Systems
2500 US Hwy 287 N
Mansfield, TX 76063

Re: IFB No. F2025128 – Annual Contract for Rifles

Dear Mr. Reeves:

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 August 5, 2025 through August 4, 2026. The effective dates for the first renewal option will run from August 5, 2026 through August 4, 2027.

Tarrant County Purchasing Department hereby extends an invitation to Triarc Systems to accept the first option for an additional one (1) year period as the vendor for this bid as awarded on August 5, 2025. Triarc Systems 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 August 4, 2027.

Yes, Triarc Systems will accept the offer to extend the same firm fixed prices through August 4, 2027. **Please include a current 1295 Form with your response.**

No, Triarc Systems will NOT accept the offer to extend the same firm fixed prices through August 4, 2027.

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,

Niki Jones

Niki Jones, Senior Buyer
Tarrant County
817-884-1134

Chris Reeves

Chris Reeves
Triarc Systems

01/06/26

Date

Memorandum

To: Captain Jessica Brittain
Dept: Sheriff's Office
From: Niki Jones, Sr. Buyer, Purchasing Department
Date: 11/26/2025

Re: First Renewal of Bid # F2025128, Annual Contract for Rifles

The above referenced contract will expire on August 4, 2026. This contract included two (2) options to renew with the vendors for additional twelve (12) month terms. The first renewal term would commence August 5, 2026 and would expire August 4, 2027.

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 by December 8, 2025:

Proforce Marketing, Inc.d/b/a Proforce Law Enforcement
TRIARC Systems, LLC
CMC Government Supply
G T Distributors, Inc.
Clyde Armory, Inc.

Yes, I wish to continue the current contract with the above mentioned vendors for the 1st renewal term of the contract.

Funds to support this contract will be provided by the following accounts:

39600 - 2026 / 2110710000 / 540000
Fund (5 digits-2026) / Cost Center (10 digits) / G/L Account (6 digits)

No, I do not wish to continue the current contract with the above-mentioned vendor for the following reason(s).

SIGNATURE: Jessica Brittain

DATE: 12-2-25

Bid No. F2025128 Annual Contract for Rifles

P - Primary Award S - Secondary Award A - Alternate Award				Botach Inc. Las Vegas, NV HUB - No		Clyde Armory, Inc. Athens, GA HUB - No CO-OP - Yes		Gunfighter Supply, LLC d/b/a Gunfighter Supply Krum, TX HUB - Yes		Proforce Marketing, Inc d/b/a Proforce Law Enforcement Prescott, AZ HUB - No CO-OP - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Rifle 1	70	EA	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
2	Rifle 2	12	EA	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
3	Optic 1	70	EA	No Bid	No Bid	A \$423.75	\$29,662.50	\$435.00	\$30,450.00	\$424.24	\$29,696.80
4	Optic 2	12	EA	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	P \$462.14	\$5,545.68
5	Suppressor	12	EA	* \$1,050.00	\$12,600.00	No Bid	No Bid	No Bid	No Bid	P \$960.44	\$11,525.28
P - Primary Award S - Secondary Award A - Alternate Award				CMC Government Supply Dallas, TX HUB - No CO-OP - Yes		G T Distributors, Inc. Pflugerville, TX HUB - No CO-OP - Yes		WMD Guns, LLC Stuart, FL HUB - No		Lantac-USA Fort Worth, TX HUB - No	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Rifle 1	70	EA	No Bid	No Bid	No Bid	No Bid	* \$1,059.00	\$74,130.00	* \$1,250.00	\$87,500.00
2	Rifle 2	12	EA	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	* \$1,400.00	\$16,800.00
3	Optic 1	70	EA	S \$418.95	\$29,326.50	P \$410.00	\$28,700.00	No Bid	No Bid	No Bid	No Bid
4	Optic 2	12	EA	A \$539.71	\$6,476.52	\$815.00	\$9,780.00	No Bid	No Bid	No Bid	No Bid
5	Suppressor	12	EA	\$1,168.89	\$14,026.68	S \$991.00	\$11,892.00	No Bid	No Bid	\$1,100.00	\$13,200.00
P - Primary Award S - Secondary Award A - Alternate Award				BCI Services, Inc. Conroe, TX HUB - Yes		Triarc Systems, LLC Mansfield, TX HUB - No CO-OP - Yes					
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended				
1	Rifle 1	70	EA	* \$1,885.00	\$131,950.00	P \$1,756.20	\$122,934.00				
2	Rifle 2	12	EA	* \$2,016.00	\$24,192.00	P \$1,959.00	\$23,508.00				
3	Optic 1	70	EA	No Bid	No Bid	\$490.00	\$34,300.00				
4	Optic 2	12	EA	No Bid	No Bid	S \$490.00	\$5,880.00				
5	Suppressor	12	EA	No Bid	No Bid	\$1,185.00	\$14,220.00				

*The response from WMD Guns, LLC deemed non-responsive because sample failed testing conducted by Sheriff's Office for trigger failure.

*The bid received from Lantac-USA did not meet specifications for Item 1 because offered barrel is 416R Stainless, Nitrided not 4150V grade, and the offered handguard is Spada®-ML™ 15" Freefloat clamping style design, not M-LOK Wedge Lock, as required.

*The bid received from Lantac-USA did not meet specifications for Item 2 because offered barrel is 416R Stainless, Nitrided and 7.5" long not 4150V grade and 8.3" long, the offered handguard is Spada®-ML 6.75" Freefloat clamping style design, not M-LOK Wedge Lock design, as required.

*The bid received from BCI Services, Inc. did not meet specifications for Item 1 because the offered barrel is chrome lined, not NP3 coated, and the handguard is clamping style design, not M-LOK Wedge Lock design, as required.

*The bid received from BCI Services, Inc. did not meet specifications for Item 2 because caliber .223 Rem./5.5mm NATO, not .300 blackout, and the offered barrel is 9", not 8.3" long, as required.

Note: No Bids received from J. Reynolds & Co., A Tecta America Company, Texas Pipeline Services, and CTC Gunworks, 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: Bid No. F2025128 - Annual Contract for Rifles - Countywide - Various Vendors - Exercise First 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: March 10, 2026

Court Order #:

Page: 1 of 6

Department: Purchasing

Prepared By: Wanyu Chen

Approved By: Christopher Lax, CPSM,
CPSD, CPCP

SUBJECT:

Bid No. F2025140 - Annual Contract for Computer to Plate System and Maintenance - Reprographics Division - Ordway Corporation d/b/a Print & Finishing Solutions - Exercise First 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. F2025140, Annual Contract for Computer to Plate System and Maintenance, for the first optional twelve (12) month period at the same firm fixed prices.

BACKGROUND

On July 1, 2025, the Commissioners Court, through Court Order #145487, awarded Bid No. F2025140, Annual Contract for Computer to Plate System and Maintenance, for Reprographics Division, to Ordway Corporation d/b/a Print & Finishing Solutions.

The award was based upon low bid meeting specifications and contained options to renew for two (2) additional twelve (12) month periods.

The purpose of this contract is to continue providing maintenance for the plate system that digitally transfers electronic images from a computer to printing plates. These plates are used on print presses to produce business cards, pamphlets, booklets, and artwork for various Tarrant County departments.

The vendor notified Purchasing in writing that their prices will remain firm through June 30, 2027. Reprographics Division notified Purchasing in writing that they are pleased with the vendor and want to renew.

Therefore, it is the joint recommendation of Reprographics Division and Purchasing that the Commissioners Court approve renewal of Bid No. F2025140, Annual Contract for Computer to Plate System and Maintenance, for another twelve (12) month period.

Subject to continued funding by the Commissioners Court, this agreement shall automatically renew July 1, 2027, hereafter for one (1) twelve (12) month period ending on June 30, 2028, unless sooner terminated by either party as provided herein.

FISCAL IMPACT

Funding in the amount of \$1,800.00 is available in account 10000-2026 General Fund/1860300000 Graphics/526021 Equipment Maintenance.

Attachments

[F2025140 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

January 21, 2026

Stephen Leslie
Ordway Corporation d/b/a Print & Finishing Solutions
1632 Sierra Madre Circle
Placentia, CA 92870

Re: Bid No. F2025140, Annual Contract for Computer to Plate System and Maintenance

Dear Mr. Leslie:

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 July 1, 2025 through June 30, 2026. The effective dates for the first renewal option will run from July 1, 2026 through June 30, 2027.

Tarrant County Purchasing Department hereby extends an invitation to Ordway Corporation d/b/a Print & Finishing Solutions to accept the first option for an additional one (1) year period as the primary vendor for this bid as awarded on July 1, 2025. Ordway Corporation d/b/a Print & Finishing 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 June 30, 2027.

- Yes, Ordway Corporation d/b/a Print & Finishing Solutions will accept the offer to extend the same firm fixed prices through June 30, 2027. **Please include a current 1295 Form with your response.**
- No, Ordway Corporation d/b/a Print & Finishing Solutions will NOT accept the offer to extend the same firm fixed prices through June 30, 2027.

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,

Wanyu Chen, Senior Buyer
Tarrant County
817-884-1144



Stephen Leslie Date
Ordway Corporation d/b/a Print & Finishing Solutions

Memorandum

To: Kim Holley

Dept: Facilities Management - Reprographics Division

From: Wanyu Chen, Sr. Buyer, Purchasing Department

Date: 01/21/2026

Re: Renewal of Bid No. F2025140, Annual Contract for Computer to Plate System and Maintenance

The above-referenced contract will expire on June 30, 2026. This contract included two (2) options to renew with the vendor for additional twelve (12) month terms. The first renewal term would commence July 1, 2026, and would expire June 30, 2027.

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 January 27, 2026:

Ordway Corporation d/b/a Print & Finishing 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:

10000-2026	11860300000	1526021
fund # & year	cost center #	expense code #

No, I do not wish to continue the current contract with the above-mentioned vendor for the following reason(s).

SIGNATURE: _____

DATE: 1/21/2026

Bid No. F2025140 Annual Contract for Computer to Plate System and Maintenance

Award

		Ordway Corporation d/b/a Print & Finishing Solutions Placentia, CA HUB - No CO-OP - Yes		
Item	Description	Price		
	Model Proposed	Thermal DigiPlate		
1	Equipment Price for Computer to Plate System	\$		17,125.00
1A	Setup	\$		495.00
1B	Training - In-Person	\$		1,995.00
1C	Equipment Total	\$		19,615.00
2	Year 1 - Maintenance Agreement Price Per Month	Estimated Quantity	Price Per Month	Extended Price
		12	\$ 150.00	\$ 1,800.00
3	Security Services Fees	12		Included
4	Year 2 - Maintenance Agreement Price Per Month	Estimated Quantity	Price Per Month	Extended Price
		12	\$ 150.00	\$ 1,800.00
3	Security Services Fees	12		Included
5	Year 3 - Maintenance Agreement Price Per Month	Estimated Quantity	Price Per Month	Extended Price
		12	\$ 150.00	\$ 1,800.00
6	Security Services Fees	12		Included
7	Parts Discount			10%
8	Consumables Discount			10%
TOTAL		\$		25,015.00

No bids were received from Mark Andy Print Products (Mark Andy Inc.), American Solutions for Business, 3-C Technology LLC, CW Print Services Inc., 4Tech Solutions LLC, J. Reynolds & Co., A Tecta America Company, CMIT Solutions of Best Southwest Dallas County, Texas Pipeline Services, and Tall City Cyber 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: Bid No. F2025140 - Annual Contract for Computer to Plate System and Maintenance - Reprographics Division - Ordway Corporation d/b/a Print & Finishing Solutions - Exercise First 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: March 10, 2026

Court Order #:

Page: 1 of 4

Department: Purchasing

Prepared By: Wanyu Chen

Approved By: Christopher Lax, CPSM,
CPSD, CPCP

SUBJECT:

Annual Contract for HScloud Suite Application - Public Health - HS GovTech d/b/a HealthSpace USA - Exercise Second Option for Renewal - Same Contract Terms

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve renewal of contract for HScloud Suite Application, for the second optional twelve (12) month period at the same contract terms.

BACKGROUND

On July 2, 2024, the Commissioners Court, through Court Order #143426, approved the contract for HScloud Suite Application, for Public Health, with HS GovTech d/b/a HealthSpace USA.

On July 1, 2025, the Commissioners Court, through Court Order #145513, approved the first renewal of the contract.

The contract contained options to renew for four (4) additional twelve (12) month periods.

The HScloud Suite Application is a unique product and service designed for environmental health and customized extensively to meet the specific needs of Tarrant County for permitting, data collection, reporting, management services, and to perform field inspections of public pools and food establishments.

The vendor notified Purchasing in writing that they will extend the same contract terms through June 30, 2027. Public Health notified Purchasing in writing that they are pleased with the vendor and want to renew.

Therefore, it is the joint recommendation of Public Health and Purchasing that the Commissioners Court approve renewal of contract for HScloud Suite Application, for another twelve (12) month period.

Subject to continued funding by the Commissioners Court, this agreement shall automatically renew July 1, 2027 and July 1, 2028, hereafter for two (2) twelve (12) month periods ending on June 30, 2029, unless sooner terminated by either party as provided herein.

FISCAL IMPACT

Funding for Year 3 expenses in the amount of \$34,293.00 is available in account 22300-2026 Consumer Health/5100011000 Public Health/578025 Software Maintenance and Licenses. Funding for subsequent years in the amount of \$34,293.00 will be requested annually in future budgets.

Attachments

[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

February 2, 2026

Eric Thomas
Chief Executive Officer
HS GovTech d/b/a HealthSpace USA
436 E 36TH ST, STE 7
Charlotte, NC 28205-1030

Re: Sole Source - Annual Contract for HSCloud Suite Application

Dear Mr. Thomas:

Referenced contract was for twelve (12) months with four (4) options to renew for an additional twelve (12) months each. The original contract was for the period of July 1, 2024 through June 30, 2025. The effective dates for the second renewal option will run from July 1, 2026 through June 30, 2027.

Tarrant County Purchasing Department hereby extends an invitation to HS GovTech d/b/a HealthSpace USA to accept the second option for an additional one (1) year period as the sole source vendor as approved on July 2, 2024. HS GovTech d/b/a HealthSpace USA acknowledges formal renewal of the option and is contingent upon review and approval by the Tarrant County Commissioners Court. 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 June 30, 2027.

Yes, HS GovTech d/b/a HealthSpace USA will accept the offer to extend the same contract terms through June 30, 2027. **Please include a current 1295 Form with your response.**

No, HS GovTech d/b/a HealthSpace USA will NOT accept the offer to extend the same contract terms through June 30, 2027.

Please email your signed response.

Sincerely,

Eric Thomas

Feb 2, 2026

Wanyu Chen, Senior Buyer
Tarrant County
817-884-1144

Eric Thomas
Chief Executive Officer
HS GovTech d/b/a HealthSpace USA

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: Renewal of Contract with HS GovTech d/b/a HealthSpace USA - Public Health - HS Cloud Suite Application - Exercise Second 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: March 10, 2026

Court Order #:

Page: 1 of 7

Department: Purchasing

Prepared By: Erin N. Dawdy

Approved By: Christopher Lax, CPSM,
CPSD, CPCP

SUBJECT:

BuyBoard No. 710-23 - Voter Registration and Election Management System - Elections Administration - VR Systems, Inc. -Exercise Second and Final Option for Renewal - Same Contract Terms

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider contract renewal for BuyBoard No. 710-23, Voter Registration and Election Management System, for the second and final optional twelve (12) month period at the same contract terms.

BACKGROUND:

On April 16, 2024, the Commissioners Court, through Court Order #142986, approved purchase of Voter Registration and Election Management System, utilizing BuyBoard contract #710-23.

On April 2, 2025, the Commissioners Court, through Court Order #144985, approved the first renewal.

The term of the contract is twelve (12) months, effective May 21, 2024, with two (2) options for renewal periods of twelve (12) months each.

This software solution streamlines the entire election cycle from start to finish including voter registration, list maintenance, mail ballot delivery, precinct look-up, poll worker management, and redistricting.

The vendor notified Purchasing in writing that their prices will remain firm through May 20, 2027. Elections Administration notified Purchasing in writing that they are pleased with the vendor and want to renew.

Therefore, it is the joint recommendation of Elections Administration and Purchasing that the Commissioners Court approve renewal of BuyBoard No. 710-23, Voter Registration and Election Management System, for the second and final optional twelve (12) month period.

FISCAL IMPACT:

Expenses for the last twelve (12) months were \$288,700.00. Funding is available in account 10000-2026 General Fund/1420000000 Elections/578025 Software Maintenance and Licenses.

Attachments

[VR Systems BB71023 renewal 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

February 4, 2026

Kendra Ward
VR Systems, Inc.
3773 Commonwealth Blvd.
Tallahassee, FL 32303

Re: BuyBoard 710-23

Dear Ms. Ward,

Referenced BuyBoard contract 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 May 21, 2024, through May 20, 2025. The effective dates for the first renewal option will run from May 21, 2025, through May 20, 2026. The effective dates for the second and final renewal option will run from May 21, 2026, through May 20, 2027.

Tarrant County Purchasing Department hereby extends an invitation to VR Systems, Inc. to accept the second and final option for an additional one (1) year period as the primary vendor for this contract as awarded on May 21, 2024. VR Systems, 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 May 20, 2027.

[X] Yes, VR Systems, Inc. will accept the offer to extend the same contract terms or firm fixed prices through May 20, 2027. Please include a current 1295 Form with your response.

[] No, VR Systems, Inc. will NOT accept the offer to extend the same contract terms or firm fixed prices through May 20, 2027.

Are any other governmental entities currently utilizing this contract? [] Yes [X] No

If Yes, please return a listing of the participating entities with this letter.

Please return your signed response to Erin Dawdy, Sr. Buyer, Tarrant County Purchasing.

Sincerely,

Erin Dawdy 2/4/2026
Erin Dawdy, Senior Buyer
Tarrant County
817-884-1150
817-212-3049 (fax)

David A. Bennett, Treasurer & CFO
VR Systems, Inc.

02/09/2026
Date

Memorandum

To: Troy Havard

Dept: Elections Administration

From: Erin Dawdy, Sr. Buyer, Purchasing Department

Date: 02/04/2026

Re: Renewal of BuyBoard 710-23, Voter Registration Election Management System

The above referenced contract will expire on May 20, 2026. This contract included two (2) options to renew with the vendor for additional twelve (12) month terms. The second and final term would commence May 21, 2026 and would expire May 20, 2027.

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.

VR Systems, Inc.

Yes, I wish to continue the current contract with the above mentioned vendor for the second and final renewal term of the contract.

Funds to support this contract will be provided by the following accounts:

10000-2026 General Fund/1420000000 Elections/578025 Software Maintenance and Licenses

No, I do not wish to continue the current contract with the above-mentioned vendor for the following reason(s).

SIGNATURE: _____



DATE: 2/4/2026

Exhibit B: Fee Schedules

Tarrant County, Texas

Fee Schedule of Initial Products (Year 1):

Quantity	BuyBoard Item Number	Description	Price
1	TX-VF950-1150K	Texas Voter Focus Software License – County Size 950,001 – 1,150,000 Registered Voters	\$857,893
1	TX-VF950-1150K-IMP	Texas Voter Focus Implementation Service – County Size 950,001 – 1,150,000 Registered Voters: Includes remote implementation and installation, remote data conversion, remote go live support and five (5) days of remote training with one trainer.	\$285,964
1		VR Systems PQP Discount	-\$171,579
1		Generic Electronic Pollbook Interface License <i>(This interface is not listed on the BuyBoard Purchasing Cooperative)</i>	\$42,406
1		BlueCrest Relia-Vote Interface License <i>(This interface is not listed on the BuyBoard Purchasing Cooperative)</i>	\$38,938
1		Generic GIS Interface License <i>(This interface is not listed on the BuyBoard Purchasing Cooperative)</i>	\$32,275

Total Year 1 Initial Fees: \$1,085,897

Invoicing Schedule for Initial Products (Year 1):

Description	Price
Texas Voter Focus Software License	\$857,893
VR Systems PQP Discount	-\$171,579)
Generic Electronic Pollbook Interface License	\$42,406
BlueCrest Relia-Vote Interface License	\$38,938
Generic GIS Interface License	\$32,275
Total Due Upon Completion of Phase 3	\$799,933
Texas Voter Focus Implementation Service	\$285,964
Total Due Upon Completion of Phase 5	\$285,964

Payment Terms:

Payment terms should be in accordance with Texas Government Code Chapter 2251, "The Texas Prompt Payment Act."

Total due upon completion of **Phase 3** - Software and Database Installation and Configuration, in accordance with the "Texas Prompt Payment Act: **\$799,933** (Texas Voter Focus Software License of \$857,893, Generic Electronic Pollbook Interface License of \$42,406, BlueCrest Relia-Vote Interface License of \$38,938, Generic GIS Interface License of \$32,275, less VR Systems PQP Discount of \$171,579).

Total due upon completion of **Phase 5** - Final Data Conversion and Go Live, in accordance with the "Texas Prompt Payment Act: **\$285,964** (Texas Voter Focus Implementation Service fee).

The following items in this Exhibit B are listed on the BuyBoard Purchasing Cooperative, contract number 710-23: Texas Voter Focus Software License (Year 1), Texas Voter Focus Implementation Service (Year 1) and Texas Voter Focus Annual Maintenance and Support (Years 2-3).

Annual renewal fees will be due upon anniversary of Commencement date in accordance with the following schedule.

Schedule of Annual Renewal Fees (Years 2-3)

Due each year on anniversary of commencement of registering voters

Quantity	BuyBoard Item Number	Description	Price
1	TX-VF950-1150K-MS	Texas Voter Focus Annual Maintenance and Support - County Size 950,001 – 1,150,000 Registered Voters	\$175,090
1		Generic Electronic Pollbook Interface License <i>(This interface is not listed on the BuyBoard Purchasing Cooperative)</i>	\$42,406
1		BlueCrest Relia-Vote Interface License <i>(This interface is not listed on the BuyBoard Purchasing Cooperative)</i>	\$38,938
1		Generic GIS Interface License <i>(This interface is not listed on the BuyBoard Purchasing Cooperative)</i>	\$32,275

Total Annual Fees: \$288,709

Additional Pricing (Years 1 – 3):

Customization Services

Services provided after Initial Implementation in accordance with "Paragraph 8, Customization," are billable at the following rates, plus additional travel expenses billed in accordance to "Travel Expenses" if services are provided on-site in Tarrant County. VRS shall have the option to increase hourly fees by not more than six percent (6%) of the prior year's hourly rate.

Description	Hourly Rate
Project Manager (Hourly Rate)	\$315
Consultant (Hourly Rate)	\$250
Trainer (Hourly Rate)	\$190
On-site Training (Hourly Rate)	\$350
Senior Software Programmer (Hourly Rate)	\$225
Senior Web Programmer (Hourly Rate)	\$275
Database Analyst (Hourly Rate)	\$315



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: BuyBoard No. 710-23, Voter Registration and Election Management System – Elections Administration – VR Systems, Inc. – 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: March 10, 2026

Court Order #:
{{customNumber.courtOrder}}

Page: 1 of 9

Department: Purchasing

Prepared By: Julian Cano

Approved By: Christopher Lax, CPSM,
CPSD, CPCP

SUBJECT:

Bid No. F2024083 - Annual Contract for Roofing and Waterproofing Repair Services - Facilities Management - Jeff Eubank Roofing Co., Inc.

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court accept a payment bond for Bid No. F2024083, Annual Contract for Roofing and Waterproofing Repair Services, for Facilities Management, from Jeff Eubank Roofing Co., Inc. for \$35,390.00.

BACKGROUND

On May 21, 2024, the Commissioners Court, through Court Order #143159, awarded Bid No. F2024083, Annual Contract for Roofing and Waterproofing Repair Services, Countywide, to the following vendors:

Primary F.W. Walton Dallas, LLC
 Integrated Roofing Systems, Inc.
 Jeff Eubank Roofing Co., Inc.
 K Post Company
 LD Tebben
 Zenith Roofing and Waterproofing

On April 2, 2025, the Commissioners Court, through Court Order #144981, approved the first renewal option.

The proposal dated February 18, 2026, is to repair the roof at the Dionne Phillips Bagsby SW Sub-Courthouse Building. The repair includes a new cover board, roof membrane, and flashing. The work also includes replacing all sheet metal flashing, new prefinished metal coping cap, installing new metal caps.

The proposal meets all specifications and is acceptable to Facilities Management. Jeff Eubank Roofing Co., Inc. will provide all labor, materials, and equipment for this project.

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 this project.

FISCAL IMPACT

Funding in the amount of \$35,390.00 is available in account 1000-2026 General Fund/3110212000 Dionne Bagsby SW Sub-Courthouse/532011 Building Maintenance.

Attachments

[Backup - Jeff Eubanks - PB.pdf](#)



JEFF EUBANK ROOFING CO., INC.

Proposal

February 18, 2026

Re: Dionne Phillips Bagsby SW Sub-Courthouse
6551 Old Granbury Rd
Fort Worth, TX 76133

Attn: Moses Garza

Scope of Work – L Shaped Roof (TPO Roofing – 1000 sf)

1. Over the existing roof, fasten a 1/2" cover board through the roof down to the steel deck with manufacturer approved fasteners and insulation plates.
2. Over the cover board, adhere a White 60mil TPO roof membrane with the manufacturer's approved TPO bonding adhesive.
3. Install new TPO flashing at perimeter walls and curbs, adhered to new substrate, and terminated per the manufacturer's warranty requirements.
4. Replace all sheet metal flashing with new, including through-wall scuppers. And new pre-finished metal coping cap.
5. Install new metal caps at the (2) abandoned curbs.
6. Flash-in all roof penetrations according to the manufacturer's warranty requirements.
7. Upon completion and final inspection, provide the owner with a 20-Year Manufacturer's Warranty.

We will complete the above scopes of work for the sum of **\$35,390.00**

Proposal Breakdown:

- a. Material/Equipment Cost - **\$15,604.00**
- b. Material/Equipment Markup - **\$3,766.00**
- c. Labor - 240 Hours @ \$65 per Hour - **\$15,600.00**
- d. Total Base Cost - **\$34,970.00**
- e. Add for Payment Bond - **\$420.00**

Total Bid Cost + Payment Bond = \$35,390.00

Notes/Exclusions:

1. Taxes are excluded from the above proposal amount.
2. Price includes all necessary permits, hoisting, and disposal.
3. Pre-finished metal coping is priced to be provided in standard color and selected by the owner.
4. Pricing is based on completing all work during normal daytime/weekday business hours.

If you have any questions, please let us know.

Sincerely,

Brent Lindsey
Jeff Eubank Roofing Co., Inc.

Prices quoted are in effect for thirty (30) days from the above date only, unless otherwise confirmed in writing.

▲ Commercial Roofing and Sheet Metal ▲

▲ 1900 Northpark Dr. ▲ Ft. Worth, TX 76102 ▲ (817) 334-0161 ▲ Toll Free (877) 220-6236 ▲ Fax (817) 336-1811 ▲

www.eubankroofing.com ▲ Licensed in LA, NM and AR ▲ Registered TX and OK

**STATUTORY PAYMENT BOND PURSUANT TO CHAPTER 2253
OF THE TEXAS GOVERNMENT CODE AS AMENDED
BY THE 73RD TEXAS LEGISLATURE, 1993
(PUBLIC WORKS)**

KNOW ALL MEN BY THESE PRESENTS:

That, **Jeff Eubank Roofing Co., Inc.**, (hereinafter called the Principal), as Principal, and **Amerisure Mutual Insurance Company**, a corporation organized and existing under the laws of the State of **Michigan**, with its principal office in the City of Farmington Hill, MI (hereinafter called the Surety), as Surety, are held and firmly bound unto the **Tarrant County**, (hereinafter called the Obligee) in the amount of **Thirty Four Thousand Eight Hundred Fifty and No/100 (\$34,850.00)** 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 into a certain written contract with the Obligee, dated the _____ day of _____, **20** for **L Shaped Roof (TPO Roofing – 1000 sf) at Tarrant County Dionne Phillips Bagsby SW Sub-Courthouse**, 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 pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of Texas Government Code as amended by Acts of the 73rd Legislature, 1993, and all liabilities on this bond to all such claimants shall be determined in accordance with the provisions of said Chapter 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 17th day of Feb, 2020

Attest:

Jeff Eubank Roofing Co., Inc.

Principal

[Signature]

By:

[Signature]

(SEAL)

Witness:

**Amerisure Mutual Insurance
Company**

Surety

[Signature]
Amy Erb, Witness

By:

[Signature]

Steven Tucker, Attorney-in-Fact

(SEAL)

AMERISURE MUTUAL INSURANCE COMPANY
AMERISURE INSURANCE COMPANY
AMERISURE PARTNERS INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

TRACY TUCKER, STEVEN TUCKER, KEVIN J. DUNN, W. LAWRENCE BROWN

DOUGLASS A. REED, BENNETT BROWN AND ROBERTA H. ERB

of Tucker Agency, Ltd., its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By:

Michael A. Ito
Michael A. Ito, Senior Vice President Surety

By:

Aaron Green
Aaron Green, Vice President Surety



IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 7th day of November, 2025.

Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company

State of Michigan
County of Oakland

On this 7th day of November, 2025, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



KAY L. AIRTON
My Commission Expires
August 16, 2031
County of Livingston
Acting in the County of OAKLAND

Kay L. Airton
Kay Airton, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this _____ day of _____, 20____.

Christopher M. Spaude
Christopher M. Spaude, Chief Financial Officer & Treasurer



Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company
P.O. Box 9098
Farmington Hills, MI 48333-9098

Texas Important Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Amerisure Surety's toll-free telephone number for information or to make a complaint at:

1-800-257-1900

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 12030

Austin, TX 78711-2030

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Amerisure Surety's para obtener información o para presentar una queja al:

1-800-257-1900

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 12030

Austin, TX 78711-2030

Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

RIDER

Attached to and forming part of Bond No. **8056668**, effective _____, on behalf of **Jeff Eubank Roofing Co., Inc. of Fort Worth, Texas**, in favor of the **Tarrant County** and in the amount of **Thirty Four Thousand Eight Hundred Fifty and No/100 (\$34,850.00)**

It is understood and agreed that effective **February 17, 2026**,

The **Contract amount and bond amount** should be increased by **Five Hundred Forty Dollars and No/100 (\$540.00)**.

To a total amount of


Thirty Five Thousand Three Hundred Ninety Dollars and No/100 (\$35,390.00)

All other terms and conditions to remain as originally written.

Signed, sealed and dated this **17th** day of **February**, **2026**.

Amerisure Mutual Insurance Company

By


Tracy Tucker, Attorney-in-Fact



**AMERISURE MUTUAL INSURANCE COMPANY
AMERISURE INSURANCE COMPANY
AMERISURE PARTNERS INSURANCE COMPANY**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

**TRACY TUCKER, STEVEN TUCKER, KEVIN J. DUNN, W. LAWRENCE BROWN
DOUGLASS A. REED, BENNETT BROWN AND ROBERTA H. ERB**

of Tucker Agency, Ltd., its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By:

Michael A. Ito, Senior Vice President Surety

By:

Aaron Green, Vice President Surety



IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 7th day of November, 2025.

**Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company**

State of Michigan
County of Oakland

On this 7th day of November, 2025, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



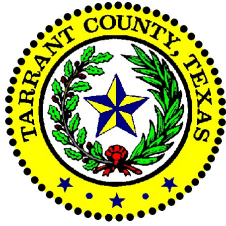
KAY L. AIRTON
My Commission Expires
August 18, 2031
County of Livingston
Acting in the County of OAKLAND

Kay Airton, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 17th day of February, 2026.

Christopher M. Spaude, Chief Financial Officer & Treasurer



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. F2024083 – Annual Contract for Roofing and Waterproofing Repair Services – Facilities Management – Jeff Eubank Roofing Co., 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: March 10, 2026

Court Order #:
{{customNumber.courtOrder}}

Page: 1 of 8

Department: Purchasing

Prepared By: Julian Cano

Approved By: Christopher Lax, CPSM,
CPSD, CPCP

SUBJECT:

RFP No. F2025070 - Construction Manager at Risk for Cold Springs Jail Renovation - Facilities Management-Construction Services - Steele & Freeman, Inc.

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court accept payment and performance bonds for RFP No. F2025070, Construction Manager at Risk for Cold Springs Jail Renovation, for Facilities Management-Construction Services, from Steele & Freeman, Inc, for \$16,852,685.00.

BACKGROUND

On July 1, 2025, the Commissioners Court, through Court Order #145472, awarded RFP No. F2025070, Construction Manager at Risk for Cold Springs Jail Renovation, for Facilities Management-Construction Services, to Steele & Freeman, Inc. for Phase 1 Pre-Construction Services to execute the development of the Project Guarantee Maximum Price (GMP).

On February 10, 2026, the Commissioners Court, through Court Order #146720, approved a contract addendum for RFP No. F2025070, Construction Manager at Risk for Cold Springs Jail Renovation, for Facilities Management-Construction Services, with Steele & Freeman, Inc. for the Guaranteed Maximum Price (GMP) of \$16,852,685.00, and approved the Contract for Phase 2 Construction Management Services.

The purpose of this contract is to hire a Construction Manager at Risk to upgrade the existing Cold Springs jail facility to medium security in accordance with the standards established by the Texas Commission on Jail Standards. This project requires mechanical, electrical, electronic, plumbing, and structural components, as well as the installation of a new elevator and sally-port, modifications to the dormitories, and a new pavilion enclosure.

A payment bond and performance bond are part of the requirements for the contractor to begin work. The bonds are required solely for the protection of all claimants supplying labor or furnishing materials used on the project.

FISCAL IMPACT

There is no fiscal impact associated with this item.

Attachments

[F2025070 - Backup.pdf](#)

**STATUTORY PERFORMANCE BOND PURSUANT TO
CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE**

(Penalty of this bond must be 100% of Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, Steele & Freeman, Inc.
(hereinafter call the "Principal"), as Principal, and Federal Insurance Company

a corporation organized and existing under the laws of the State of Indiana, with its principal
office in the City of Whitehouse Station, NJ (hereinafter called the "Surety"), as
Surety, are held and firmly bound unto Tarrant County

_____ (hereinafter called the "Obligee), in the amount of
Sixteen million eight hundred fifty two thousand six hundred eighty five & no/100- Dollars (\$ 16,852,685.00). For the payment
whereof, the said Principal and Surety bond themselves, and their heirs, administrators, executors,
successors and assigns, jointly, severally, and firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the
10th day of February, 2026, to for Construction
Manager-at-Risk Services for the Cold Springs Jail Renovation

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies
at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be 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 to all such claimants shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copies at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 11th day of February, 2026.

WITNESS

_____ (Seal)

_____ (Seal)

(If Individual or Firm)

ATTEST: Steele & Freeman, Inc. (Seal)

D. Freeman (Seal)
(Principal) Reilly Freeman, President

(If Corporation)

Federal Insurance Company (Seal)
(Surety)

by *SMT* (Seal)
Steven M. Tucker, Attorney-in-Fact

**STATUTORY PAYMENT BOND PURSUANT TO
CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE**

(Penalty of this bond must be 100% of Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, Steele & Freeman, Inc.

(hereinafter call the "Principal"), as Principal, and Federal Insurance Company

a corporation organized and existing under the laws of the State of Indiana, with its principal office in the City of Whitehouse Station, NJ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto Tarrant County

(hereinafter called the "Obligee"), in the amount of

Sixteen million eight hundred fifty two thousand six hundred eighty five & no/100 Dollars (\$ 16,852,685.00) for the payment

whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly, severally, and firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 10th day of February, 2026, to for the Construction Manager-at-Risk Services for the Cold Springs Jail Renovation

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be 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 to all such claimants shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copies at length herein. **IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this 11th day of February, 2026

WITNESS

(Seal)

(Seal)

(If Individual or Firm)

ATTEST:

Steele & Freeman, Inc. _____ (Seal)
D. Freeman _____ (Seal)
(Principal) *Reilly Freeman, President*

(If Corporation)

Federal Insurance Company _____ (Seal)
(Surety)

by *SM Tucker* _____ (Seal)
Steven M. Tucker, Attorney-in-Fact

Witness

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Bennett Brown, W. Lawrence Brown, Roberta H. Erb, Steven M. Tucker and Tracy Tucker of Fort Worth, Texas -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 18th day of April 2024.

[Signature of Rupert HD Swindells]
Rupert HD Swindells, Assistant Secretary

[Signature of Warren Eichhorn]
Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon ss.

On this 18th day of April, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

[Signature of Albert Contursi]
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 11th day of February, 2026



[Signature of Rupert HD Swindells]
Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

Policyholder Information Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Chubb's toll-free telephone number for information or to make a complaint at

1-800-36-CHUBB

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis de Chubb's para información o para someter una queja al

1-800-36-CHUBB

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

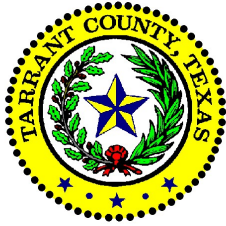
P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.



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. F2025070 – Construction Manager at Risk for Cold Springs Jail Renovation – Facilities Management-Construction Services – Steele & Freeman, 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: March 10, 2026

Court Order #:

Page: 1 of 5

Department: Purchasing

Prepared By: James Bocks, CPPB

Approved By: Christopher Lax, CPSM,
CPSD, CPCP

SUBJECT:

Acceptance of Rebate Check - Bid No. 2023-022 - Annual Contract for Office Supplies and Other Miscellaneous Products - Countywide - Staples Contract and Commercial, LLC

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve acceptance of a rebate check for Bid No. 2023-022, Annual Contract for Office Supplies and Other Miscellaneous Products, for \$80,461.69.

BACKGROUND

On December 6, 2022, the Commissioners Court, through Court Order #139845, awarded Bid No. 2023-022, Annual Contract for Office Supplies and Other Miscellaneous Products, Countywide, to Staples Contract and Commercial, LLC.

On September 19, 2023, the Commissioners Court, through Court Order #141801, approved the first renewal option.

On November 19, 2024, the Commissioners Court, through Court Order #144273, approved the second renewal option.

On November 11, 2025, the Commissioners Court, through Court Order #146266, approved the third renewal option.

The purpose of this agreement is to purchase office supplies for Tarrant County personnel.

The bid from Staples Contract and Commercial, LLC included a rebate to Tarrant County of three percent (3%) based on the spending of the entities participating in the Tarrant County Cooperative Purchasing Program. Currently, there are thirty-three (33) participating entities.

FISCAL IMPACT

This constitutes revenue to Tarrant County in the amount of \$80,461.69. This funding will be deposited into account 10000-2026 General Fund/1140100000 Non-Departmental/482003 Vendor Rebate/Comm.

Attachments

[F2023022 Rebate Backup.pdf](#)

Tarrant County Rebate Report

Customer Number: 70001595DAL

Group ID:	21403
Group Name:	TCP

Contract Effective Date:	01/01/2025
Duration:	12
Rebate Frequency:	ANNUAL
Rebate Type:	VOLUME

Rebate Calculations:

FIXED RATE SALES VOLUME
Primary Product Hierarchy Exclude Filter:
PROMO,PROJECT_FURNITURE

Group Results	
All Sales	\$2,682,056.20
Exclusions	\$0.00
Rebate Sales	\$2,682,056.20
Rebate %	3.00%
Rebate Amount	\$80,461.69

Tarrant County Rebate Report

Customer Number: 70001595DAL (Participating Entites)

Master #	Master Name	Address Line 1	City	State	Zip
70001540	GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE	TX	76051
70111698	CITY OF BURLESON	141 W RENFRO ST	BURLESON	TX	76028
70111673	TARRANT APPRAISAL DISTRICT	2500 HANDLEY EDERVILLE RD	RICHLAND HILLS	TX	76118
70111691	CITY OF BENBROOK	911 WINSOTT RD	BENBROOK	TX	76126
70111707	CITY OF CORINTH	3501 FM 2181	CORINTH	TX	76210
70111700	HENDERSON COUNTY	501 N MAPLE ST	ATHENS	TX	75751
70111687	TRINITY METRO	4801 W ROCK ISLAND RD	IRVING	TX	75061
70111705	FORT WORTH ISD CONTRACT SALES	100 N UNIVERSITY DR	FORT WORTH	TX	76107
70111677	CITY OF BEDFORD	2000 FOREST RIDGE DR	BEDFORD	TX	76021
70111711	UPPER TRINITY REG WATER DISTR	PO BOX 305	FORT WORTH	TX	76196
70111670	CITY OF HURST	1505 PRECINCT LINE RD	HURST	TX	76054
70111692	MIDWAY ISD	13885 WOODWAY DR	WOODWAY	TX	76712
70111685	CITY OF FARMERS BRANCH	PO BOX 819010	DALLAS	TX	75234
70111679	CITY OF GARLAND	200 N 5TH ST	GARLAND	TX	75040
70111713	COUNTY OF EASTLAND	408 S FOLTS AVE	EASTLAND	TX	76448
70111709	WISE COUNTY	1201 W ROSE AVE	DECATUR	TX	76234
1827333	GREGG COUNTY	101 E METHVIN ST	LONGVIEW	TX	75601
1805923	TOWN OF NORTHLAKE	1500 COMMONS CIR	NORTHLAKE	TX	76226
70001561	LEWISVILLE ISD	1565 W MAIN ST	LEWISVILLE	TX	75067
70111681	TRINITY RIVER AUTHORITY	5300 S COLLINS ST	ARLINGTON	TX	76018
70111672	CITY OF CARROLLTON-OFFICE SPLY	PO BOX 110535	FORT WORTH	TX	76196
1809229	JIM WELLS COUNTY	200 N ALMOND	ALICE	TX	78332
70111690	CITY OF MANSFIELD	1200 E BROAD ST	MANSFIELD	TX	76063
70111699	SMITH COUNTY	245 S SOUTHEAST LOOP 323	TYLER	TX	75702
70111674	CITY OF CEDAR HILL	285 UPTOWN BLVD	CEDAR HILL	TX	75104
70030051	WOOD COUNTY	PO BOX 389	FORT WORTH	TX	76196
70111676	CITY OF LEWISVILLE	151 W CHURCH ST	LEWISVILLE	TX	75057
70111678	EDUCATION SERVICE CTR - REG 11	1451 S CHERRY LN	WHITE SETTLEMENT	TX	76108
70111693	CITY OF WHITE SETTLEMENT	214 MEADOW PARK DR	WHITE SETTLEMENT	TX	76108
1800062	ELLIS COUNTY FIRE MARSHAL	101 W MAIN ST	WAXAHACHIE	TX	75165
70111680	TARRANT REGIONALWATER DISTRICT	800 E NORTHSIDE DR	FORT WORTH	TX	76102
70111697	CITY OF RIVER OAKS	4900 RIVER OAKS BLVD	RIVER OAKS	TX	76114
70111682	CITY OF COPPELL	PO BOX 9478	COPPELL	TX	75019



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: Acceptance of Rebate Check - Bid No. 2023-022– Annual Contract for Office Supplies and Other Miscellaneous Products. Countywide – Staples Contract and Commercial, LLC

County Department: PURCHASING
Contact Person: Melissa Lee, C.P.M., A.P.P.
Phone Number for Contact Person: (817) 884-3245

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**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 22

Department: Purchasing

Prepared By: Wanyu Chen

Approved By: Christopher Lax, CPSM,
CPSD, CPCP

SUBJECT:

Affordable Housing Network, LLC - RentWatch Rent Reasonable Software - Housing Assistance Office

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve use of Affordable Housing Network, LLC as sole source provider for RentWatch Rent Reasonable Software for the Housing Assistance Office and approve the associated contract in the amount of \$9,000.00.

BACKGROUND

Affordable Housing Network, LLC provided the Purchasing Agent documentation that they are the sole source provider of RentWatch Rent Reasonable Software.

RentWatch provides Tarrant County Housing Assistance Office (TCHAO) with a U.S. Department of Housing and Urban Development (HUD) compliant platform that uses real-time market data and automated analysis to accelerate rent determinations, ensure accurate landlord payments, and reduce program costs, improving compliance and saving taxpayer dollars.

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 effective through December 31, 2032.

The contract is attached for approval and signature following approval of the sole source designation. The District Attorney's Office reviewed the contract as to form.

FISCAL IMPACT

Funding in the amount of \$9,000.00 is available in the account Grant-2004 / R0014-2050 HUD-Section 8 Admin. CY2025 / 5590100000 Housing / 524153 On-line Service. Funding for Years 2 to 7 will be requested in future budgets.

PASSED AND APPROVED on March 10, 2026.

**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.

Attachments

[Backup](#)



January 13th, 2026

Tarrant County Housing Assistance Office
100 E. Weatherford Street, Suite 303
Fort Worth, TX 76196

Re: Sole Source Documentation

This letter is to confirm that the Affordablehousing.com rent reasonable software (aka "RentWatch") is a sole source software product, no other company, makes a similar product.

Currently our RentWatch Rent Reasonable software has over 233,000+ comparables within Tarrant County's jurisdiction that are updated in real time.

The following are some of the reasons that make the software a sole source product:

- The software applies a proprietary automated hedonic valuation model to compare the program subject unit to the most similar and credible market rental property units within a specific geographic radius.
- The software includes integrated open market comparable data ensuring accurate analysis. In addition, the rent reasonable database is updated weekly with fresh data providing a robust and statistically accurate sample.
- The software includes a Housing Assistance Payment (HAP) calculator ensures family affordability is taken into consideration in the Rent Reasonable report.
- An API that connects directly into housing software, making reports virtually instantaneous.

Affordablehousing.com's rent reasonable software is fully compliant with the provisions of 24 CFR 982.507, 24 CFR 985.3(b) as it pertains to SEMAP, Notice PIH 2003-12, and HCV Program Guidebook, Chapter 9 RR.

Sincerely,

Jasmine Privott

Jasmine Privott, Director of Government Operations
Phone: 561-362-1099 ext. 101
Email: JPrivott@AffordableHousing.com

RentWatch Rent Reasonable Software License Agreement

This RentWatch Rent Reasonable Software License Agreement (this “Agreement”), made and entered into by and between **Affordable Housing Network, LLC**, with offices at 5000 T Rex Ave Suite 150, Boca Raton, FL 33431, United States (“AHN”, also known as “The Company”), and **Tarrant County**, having **Housing Assistance** office at 2100 Circle Dr #200, Fort Worth, TX 76119, United States (“County”), is made and entered into as of the effective date. The effective date of this Contract shall be the date when the last one of the County and Company has signed or initialed and delivered this offer or final counter-offer (the “Effective Date”).

WITNESSETH

WHEREAS, AHN has developed and owns a proprietary software program that integrates rent comparable data with a web-based rent reasonableness service, known as AHN RentWatch™ Rent Reasonable Software (“RentWatch”); and

WHEREAS, County desires to receive a non-exclusive, non-transferable, limited license from AHN pursuant to which RentWatch (referred to herein as the “Licensed Program”). AHN will also provide access to the Licensed Program for a specified number of verifiable comparable rental data (the “Comparables”); and

WHEREAS, AHN is willing to grant such a non-exclusive, non-transferable, limited license on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the obligations undertaken by the parties hereto, AHN and the County, hereby agree as follows:

1. Recitals.

The above recitals are true and correct and are hereby incorporated herein by reference.

2. Description of Service and License.

Rent Reasonable Software

In accordance with this Agreement, AHN will provide County with access to the RentWatch Software for the fees specified in **Exhibit A** (the “License Fee”). As part of its set-up services hereunder, AHN includes a customized portal (Housing Locator) for County’s own

website. This portal enables prospective tenants to search for available housing. In addition, AHN includes a property unit listing service that allows property owners/landlords to add their properties to the courtesy AHN list. The Licensed Program is compatible with and functions properly on industry-standard web browsers, including but not limited to the latest stable versions of Google Chrome, Mozilla Firefox, Microsoft Edge, and Apple Safari. The Licensed Program does not require the use of proprietary or non-standard browser features and shall adhere to widely accepted web standards (e.g., HTML5, CSS3, JavaScript). AHN shall ensure that any updates or modifications to the Licensed Program maintain such compatibility throughout the term of this Agreement.

Any new features and upgrades that augment or enhance the current content, services, and technology contained in the RentWatch are included and will also be subject to this Agreement. In addition to the Rent Reasonable Software System, County will receive all updates to it during the term of this Agreement. The Licensed Program is accessible and operational without requiring the installation of any additional software, drivers, plug-ins, or other components on the County's infrastructure, including but not limited to servers, desktops, or network devices. The Licensed Program shall be delivered as a fully hosted or web-based service and shall not necessitate any local installations or modifications to the County's existing systems, unless expressly agreed to in writing by the County.

The RentWatch will be delivered to County via a web-based interface upon execution of this Agreement by both parties hereto at the following URL: <http://AffordableHousing.com>. County will receive a User License (a non-exclusive, non-transferable, limited license for unlimited users) provided by AHN to County License Fee set forth herein and described in **Exhibit A**. The User License provides the ability to have a unique username and password and is meant for County's use of RentWatch. Users must obtain access to the World Wide Web, either directly or through devices that access Web-based content, and pay any service fees associated with such access, including any carrier fees. In addition, users must provide all equipment necessary to make such connections to the World Wide Web, including a computer and modem and/or a wireless access device. AHN will provide ongoing training via "online" meetings and/or a visit to the County's place of business upon request. AHN will also provide live customer support during normal business operation. AHN will set up utility schedules and payments standards for new County's as follows: AHN will enter the first 15 utility schedules for Countys with fewer than 1,000 vouchers, and the first 30 utility schedules for Countys at or above 1,000 vouchers.

3. Confidentiality

The parties agree that it is necessary and desirable in connection with this Agreement to disclose to each other certain information that is confidential and proprietary to the disclosing party (the "Confidential Information"). The Confidential Information includes, but is not limited to, information related to:

- (a) Financial information, market strategy, or products of the disclosing party, and
 - (b) Licensed Programs documentation, including, but not limited to, trade secrets, know-how, techniques, processes, algorithms, formulas, schematics, testing procedures, software design and architecture, computer source and object codes, product requirements, reports, performance information, software documents, and other technical, business, product, marketing and financial information, plans and data.
- Confidential Information shall not include information that:

- i. is now or subsequently becomes generally available to the public through no fault or breach on the part of the receiving party;
- ii. the receiving party can demonstrate to have had lawfully in its possession without an obligation of confidentiality prior to disclosure hereunder;
- iii. is independently developed by the receiving party without the use of any Confidential Information of the disclosing party as evidenced by written documentation;
- iv. the receiving party lawfully obtains from a third party who has the right to transfer or disclose it and who provides it without any obligation to maintain the confidentiality of such information; or
- v. is required to be disclosed by court order or operation of law (provided that the receiving party notifies the disclosing party prior to such disclosure so as to afford the disclosing party a reasonable opportunity to object or seek an appropriate protective order with respect to such disclosure).

Except as otherwise expressly provided in this Agreement, each party agrees to keep confidential the Confidential Information disclosed to it by the other during the term of this Agreement, and to not disclose such Confidential Information to third parties except confidential disclosures made to directors, officers, employees, consultants, counsel, accountants, professional advisers and other agents of the party or its affiliates whose duties justify access to such Confidential Information to perform such party's obligations or exercise its rights hereunder, who shall each agree to comply with nondisclosure

protections at least as protective of the other party's Confidential Information as those in this Section 3 and to use such Confidential Information only for the purposes set forth in this Agreement. Each party agrees that its obligations with respect to the other party's Confidential Information shall survive indefinitely. During the term of this Agreement, each party shall take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information to prevent the duplication or disclosure of Confidential Information of the other party. Each party hereto shall use its best efforts to cause any third parties that may come into possession of any Confidential Information to maintain the confidentiality of the other party's Confidential Information.

vi. Texas Public Information Act. County advises AHN that 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. AHN'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 County to disclose AHN information that may be subject to an exception from disclosure, County will (i) promptly notify AHN 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.

4. Fees

County agrees to pay AHN according to the **Exhibit A**, in accordance with the Texas Prompt Payment Act, to this Agreement. Unless otherwise stated, all fees are due and payable Net thirty (30) days from date of receipt of invoice or service, whichever is later. County's AHN account will be considered delinquent if it remains unpaid at the beginning of the next monthly accounting cycle, or if an invoice submitted to County by AHN (as discussed below) remains unpaid for the same period of time.

The Licensed Program, and the Site (as defined below), may be suspended if County's account is delinquent for more than sixty (60) days past the initial billed date. Further, AHN may impose a charge to restore archived data from delinquent accounts. Inquiries should be directed to AHN at **HAsupport@AffordableHousing.com**. AHN may, in its sole discretion, add, or replace some or all of the services, technology, or functionality of the Licensed Program at any time, so long as any such modifications, upgrades or

replacements do not degrade existing functionality. AHN reserves the right to provide additional services as needed, and increase fees for those services.

5. **Content**

The Website associated with the Licensed Program, including AHN content, services, and technology (the "Site"), may contain information, data, text, software, music, sound, photographs, graphics, video, and messages (collectively, the "Content") that are protected by copyrights, trademarks, trade secrets or other proprietary rights. County understands that all Content, whether publicly posted or privately transmitted, is the sole responsibility of the person or entity from whom such content originated.

All materials provided to AHN and its websites (sometimes referred to as the "Website"), including, but not limited to, all text, logos, designs, graphics, images, sounds, information, software, documents, products and services (collectively, the "Materials"), and the selection, arrangement and display thereof, are the copyrighted works of AHN and/or its vendors or suppliers.

All Materials herein and all AHN software are proprietary to AHN and protected by worldwide copyright and other intellectual property laws. Except as stated herein, none of the Materials may be modified, copied, reproduced, distributed, republished, downloaded, displayed, sold, compiled, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or other means, without the prior express written permission of AHN.

County may print and download portions of the Materials from the different areas of the Service solely for County's own non-commercial use provided that:

- County is a potential or actual renter;
- County makes limited copies of any portions of the Materials downloaded from the different areas of the Service solely for your non-commercial use;
- If County is a property owner, manager, or landlord and that the Materials are used only for purposes of using the Service expressly offered by AHN;
- Any other copying, redistribution, retransmission or publication of any downloaded material, is strictly prohibited without the express written consent of AHN or any third-party information provider to the Website. County agrees not to change or delete any proprietary notices from the Materials downloaded from the Service.

AHN expressly reserves the right to suspend or terminate County's account if County's continued use of the Content, or Licensed Programs, on the Site is, in AHN's sole judgment, likely to cause loss or damage.

As used herein, the term "Posting Agent" refers to a third-party agent, service, broker, property manager, marketing representative or intermediary that offers to post Content to AHN on behalf of others. AHN prohibits the use of Posting Agents, directly or indirectly, without the express written permission of Company AHN and the other party, owner or property manager.

County acknowledges that County is solely responsible for County's own Content posted with AHN and accepts the consequences of posting, transmitting, linking or publishing it. County affirms, acknowledges, represents, and warrants that:

1. County owns or has the necessary licenses, rights, consents, and written permissions to post such Content and authorize AHN to enable inclusion and use of the Content;
2. County has the written consent, release, and/or permission of each and every identifiable individual person or business related to the Content and written authority to use the name or likeness of each and every such identifiable individual person or business to enable inclusion and use of the Content with AHN.

AHN does not guarantee the accuracy, quality or usefulness of any Content that has not been provided by AHN.

6. County Responsibilities; Online Conduct

County agrees to facilitate the transition to the Licensed Program by distributing rack cards (i.e., a printed postcard size card promoting the listing service) or brochures containing instructions to enable property owners and prospective tenants to list and locate rental properties by using the Site. These materials will be provided by AHN to County free of charge. In addition, County agrees to include announcements in County's publications, monthly newsletter, website or other medium informing property owners of the relationship between County and AHN. County will also ensure that its employees participate in the AHN training programs. County agrees to prominently display an exclusive link to the co-branded landlord listing portal on County's website.

County agrees to use the Licensed Program, as well as the Site, only for lawful purposes. County is responsible for maintaining the confidentiality of any passwords supplied by AHN that grant access to the Content, Licensed Program, or the Site. Furthermore, County is entirely responsible for all activities that occur under the County's password and account. County shall notify AHN immediately of any unauthorized use of County's passwords.

County acknowledges that AHN has no responsibility for any loss or damage arising from County's failure to comply with these requirements.

County acknowledges that it shall be subject to the Terms of Use posted on the Site as the same may be modified from time to time by AHN in its sole discretion.

AHN will provide support and attempt to troubleshoot any known or discovered issues that may affect the backups of Content. But County acknowledges that the AHN has no liability related to the integrity of Content or the failure to successfully restore Content to a usable state.

County agrees to maintain a complete and accurate copy of any Content in a location independent of the Service.

AHN will perform regular backups of Content.

Corrupt or invalid backup points may be caused by, without limitation, Content that is corrupted prior to being backed up or that changes during the time a backup is performed.

7. Term and Termination of Account

County has agreed to contract with AHN for a period of five (5) years (the "Term"). This Agreement shall be automatically renewable for additional two (2) years, unless otherwise indicated in writing by the County at least (30) thirty days prior to the end of the contract. County funding for the AHN Rent Reasonable service is based on an annual grant. The parties acknowledge and agree that Tarrant County is a governmental entity subject to yearly funding limitations and AHN 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. County has the option to cancel the agreement in writing (30) thirty days prior to their annual anniversary date provided that the grant is not approved.

Either party may terminate this Agreement in the event of a material breach of this Agreement as follows: The non-breaching party shall give the breaching party a written notice specifying the alleged breach and thirty (30) days to cure the breach. If the breach is not cured within said time, the non-breaching party may terminate the contract effective the next day by giving a written notice of termination.

In addition, and without limiting any other rights available under the law, either party may, at its option, terminate this Agreement with cause (and in AHN's case, suspend County's access to the Licensed Program):

(a) In the event that either party materially defaults on its obligations hereunder and fails to cure its default, if such default is capable of cure, within thirty (30) days after having been given written notice of such default.

(b) Immediately and without any requirement of notice, in the event that (a) either party files a petition in bankruptcy; files a petition seeking any reorganization, arrangement, composition or similar relief under any law regarding insolvency or relief for debtors; or makes an assignment for the benefit of creditors; (b) a receiver, trustee or similar officer is appointed for the business or property of either party; (c) any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against such party and not stayed, enjoined, or discharged within sixty (60) days; or (d) either party adopts a resolution for, or undertakes to effect a, discontinuance of its business or dissolution.

Notwithstanding any termination of this Agreement, the parties acknowledge and agree that Sections 2, 8, 9, 10, 11, 12, and 15 shall survive and remain in effect in accordance with their terms. Any termination of this Agreement shall be without prejudice to any other rights or remedies available under this Agreement or at law.

8. Compliance with Laws

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

9. Warranty and Disclaimer

AHN warrants that the Licensed Program shall perform substantially in accordance with the documentation and the specifications contained therein.

The Site and Content are provided on an “as is” basis and are intended to be available twenty- four (24) hours per day, seven (7) days per week.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AHN EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, AHN DOES NOT WARRANT THAT THE LICENSED PROGRAM ARE ERROR FREE, THAT THE OPERATION OF THE LICENSED PROGRAM SHALL BE UNINTERRUPTED, THAT FUNCTIONS CONTAINED IN THE LICENSED PROGRAM WILL MEET COUNTY’S REQUIREMENTS OR SPECIFICATIONS, OR THAT THE LICENSED PROGRAM WORK WITH ANY THIRD-PARTY SOFTWARE OR HARDWARE CONFIGURATION.

Any material downloaded or otherwise obtained through the use of the Website is done at County’s own discretion and risk, and AHN shall have no responsibility for any damage to County’s computer system or loss of data that results from the download of any such material or in any other way. (See Section 6.)

10. Limitation of Liability

In no event shall AHN be liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by County or any third party, whether in an action in contract or tort, arising from County’s access to, or use of, the Website or the Content, the Licensed Program, the Documentation and services.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN. EXCEPT FOR ACTS OF WILLFUL MISCONDUCT OF EITHER PARTY, ITS EMPLOYEES. AGENTS. CONTRACTORS OR SUBCONTRACTORS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL. CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES RELATED TO THE LOSS OF USE, DATA, BUSINESS OR PROFITS, GOODWILL. WORK STOPPAGE, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSS, EVEN IF THE OTHER PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING FROM AN ACTION OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL AHN'S LIABILITY HEREUNDER (INCLUDING THOSE RELATING TO PRODUCTS AND SERVICES) FOR ALL CLAIMS ARISING HEREUNDER EXCEED THE AMOUNTS COUNTY HAS PAID

LICENSOR HEREUNDER. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11. Maximum Liability

NOTWITHSTANDING ANYTHING SET FORTH IN THIS AGREEMENT, THE MAXIMUM LIABILITY OF AHN FOR DAMAGES TO COUNTY IS THE TOTAL FEES RECEIVED BY AHN UNDER THIS AGREEMENT.

12. Indemnity

To the extent permitted by the laws and Constitution of the State of Texas, County agrees to release, indemnify and hold AHN harmless against any claim, relating to:

1. Breach of any of the Terms and Conditions of the Website;
2. County's negligence or misconduct, or
3. Claims that County or authorized user of County has infringed the copyright, trademark, trade secret, patent, or other proprietary right of AHN or a third party.

In the event of any claim, action or legal proceeding, the County shall promptly notify the AHN of any such action. County understands that, although information listed on the Website is shared with local housing authorities nationwide, there is no affiliation between AHN and any public housing authority ("PHA") or other public or governmental organization and that PHAs have the permission of AHN to reproduce information given to AHN for their benefit. County agrees to hold the AHN and all other PHAs harmless, to the same extent as set forth above, for any harm or damage User may sustain resulting from such information, or information relating to their listings, being viewed, used, or commented on by any other user including PHAs.

If County's quiet enjoyment and use of the Licensed Program is disrupted as a result of a third party infringement claim, AHN shall perform one or all of the following actions within ninety (90) days of the date County notifies AHN of such third party's claim:

- (1) Replacement: Replace the Licensed Program(s) by implementing a non-infringing software product of equivalent functional and performance capability of the Licensed Program(s); or

- (2) Modification: Modify the Licensed Program(s) to avoid the infringement without eliminating the functional and performance capabilities of the Licensed Program(s) as described in the Documentation; or
- (3) Obtain License: Obtain a license from the third party claiming infringement for County's use of the Licensed Program(s); or, failing to provide any of these three alternatives,
- (4) Refund: Refund to County a prorated portion of the license fees paid hereunder. The prorated period begins upon County notifying AHN of the third parties claim.

THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY OTHERWISE DISCLAIMED.

13. Intellectual Property

In addition to the Materials, the Website (including the AHN's content, services, and technology) contain statistical compilations of information, data, and text (collectively, "Documentation") that are protected by copyrights, trademarks, trade secrets or other proprietary rights. Title to the Website and Documentation, including ownership rights to patents, copyrights, trademarks and trade secrets therein, are and shall remain the exclusive property of AHN.

Nothing contained herein is intended to convey any such intellectual property rights to authorized users of the Website. As set forth in the Terms of Use of the Website, authorized users of the Website have a limited license to use the Materials and Documentation for their internal purposes only, and such authorized users of the Website agree not to distribute or otherwise disseminate the Materials or the Documentation to any third-party person or organization, by any means, printed, electronic or otherwise, without having obtained the prior written approval of AHN.

14. Contact Information

County may direct any questions regarding, services technology and support, to AHN via email at HASupport@AffordableHousing.com. The Parties' contact information is contained in **Exhibit B**.

15. Force Majeure

Neither party shall be liable for any delay or failure in performance due to Force Majeure, which shall include without limitation acts of God, earthquake, hurricane, labor disputes, changes in law, regulation or government policy, riots, war, acts of terrorism, fire, epidemics, acts or omissions of third party vendors or suppliers, equipment failures, third party transportation difficulties, or other occurrences which are beyond the delayed parties reasonable control, provided that the delayed party provides the other party with prompt notice of such delay.

16. 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.

17. Chapters 2271, 2252, 2274, and 2276 Texas Government Code Verification

(a) **Boycott of Israel Prohibited.** In compliance with Section 2271.001 et seq. of the Texas Government Code, AHN 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, AHN warrants and represents that: (1) neither AHN nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither AHN nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither AHN 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. AHN further represents and warrants that neither AHN nor any of its affiliates appears on any of the Texas Comptroller’s Scrutinized Companies Lists.

(c) **Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited.** In compliance with Section 2274.002 of the Texas Government Code, AHN 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).

(d) **Boycott of Certain Energy Companies Prohibited.** In compliance with Section 2276.002 of the Texas Government Code, AHN 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.

18. County Branding Policy

If this contract requires that Vendor create public-facing content, then Vendor agrees to follow the Tarrant County Seal and Brand Guidelines (Branding Guide), posted at <https://www.tarrantcountytx.gov/en/communications.html> as approved by the Commissioners Court. The guidelines determine Tarrant County seal, emblem and logo usage, primary/secondary colors, and fonts for all Tarrant County digital and printed content.

In addition, all public-facing content must adhere to WCAG 2.1 level AA standards (<https://www.w3.org/TR/WCAG21/>) as per the Department of Justice final ruling regarding Title II of the Americans with Disabilities Act (<https://www.ada.gov/resources/2024-03-08-web-rule/>).

[The remainder of this page is intentionally left blank.
Signature page follows.]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement as of the Effective Date.

**AFFORDABLE HOUSING
NETWORK, LLC:**

Tarrant County :

By: Jasmine Privott

By: _____

Printed Name: Jasmine Privott

Printed Name: _____

Title: Director of Government Operations

Title: _____

Date: February 22, 2026

Date: _____

EXHIBIT A
SYSTEM PRICING

Five Year Agreement:

Regular Pricing: \$3.50 per voucher a year, (pricing below reflects a negotiated 3% annual increase);

Tarrant County pricing for RentWatch is based on **3,088** Vouchers and the fee structure below. AHN will conduct annual reviews on Tarrant County Housing Assistance Office to evaluate any changes in circumstances or changes in voucher numbers. AHN reserves the right to adjust pricing accordingly and will notify Tarrant County of any changes.

Fee Structure Annual

Year 1 \$9,000.00

Year 2 \$10,808.00

Year 3 \$11,132.00

Year 4 \$11,466.00

Year 5 \$11,810.00

Optional additional years if autorenewal is activated

Year 6 \$12,164.00

Year 7 \$12,529.00

The above-referenced fees include:

- Complete set-up in the AffordableHousing.com system
- Landlord property listing service
- Free technical support for users
- Complimentary landlord and tenant rack cards
- All system updates

EXHIBIT B
COMPANY AND COUNTY CONTACT INFORMATION

The Company shall provide County with the name and contact information for an emergency contact who shall be available twenty-four (24) hours per day, seven (7) days per week to be contacted to notify Company of a Security Breach and to begin the process of satisfying Company’s obligations (if any) of remedying said Security Breach.

Company Representative:

Name: Jasmine Privott
Title: Director of Government Operations
Organization: Affordable Housing Network, LLC (dba AffordableHousing.com)
Office Location: 5000 T-Rex Ave, Suite 150, Boca Raton, FL 33431
Email Address: jprivott@affordablehousing.com
Office Phone: 561-362-1099 extension 101

County shall designate a representative of County who shall serve as County’s administrative representative and with whom Company shall work (the “County’s Administrative Representative”).

County Administrative Representative:

Name: Wayne Pollard
Title: Housing Assistance Director
Organization: Tarrant County
Office Location: 2100 Circle Drive, Fort Worth, TX 76119
Email Address: WPollard@tarrantcountytexas.gov
Office Phone: 817-531-7654
Mobile Phone: 817-531-7654

RentWatch® Support Service Level Agreement (SLA)

Provider: AffordableHousing.com

Product: RentWatch® Rent Reasonableness Software

1. Scope of Support

This SLA applies to support services for **RentWatch®**, including:

- Rent reasonableness report generation and certification
 - Comparable (comp) selection and validation
 - Payment standard and utility allowance configuration
 - Assisted unit exclusions and compliance controls
 - User access, roles, and permissions
 - Standard exports and supported system integrations
-

2. Support Hours

- **Standard Support Hours:**
Monday–Thursday, 9:00 AM–7:00 PM ET, Friday, 9:00 AM–6:00 PM ET, (excluding federal holidays)
 - **Emergency Support:**
Available for system-wide outages impacting rent determinations
-

3. Support Channels

- Designated support ticketing system www.affordablehousing.com/contact/ or support email HASupport@affordablehousing.com
 - Escalation through Account Manager or Government Support Lead
-

4. Priority Levels & Service Commitments

Priority	Definition	Initial Response	Resolution Target
P1 – Critical	RentWatch unavailable; rent determinations cannot be completed	≤ 1 hour	≤ 8 business hours
P2 – High	Incorrect configuration or blocked certification impacting processing	≤ 4 business hours	≤ 1 business day
P3 – Medium	Data correction, access issues, non-blocking errors	≤ 1 business day	≤ 3 business days
P4 – Low	General inquiries, training, report explanations	≤ 2 business days	≤ 5 business days

5. Compliance & Audit Standards

RentWatch is designed to support:

- **HUD 24 CFR §982.507** rent reasonableness requirements

- **SEMAP and audit defensibility**
- Independent third-party determinations

The system maintains auditable logs for:

- Comparable data sources
- Certification dates
- User actions
- Assisted unit exclusions

Issues impacting compliance are prioritized as **P1 or P2**.

6. Resolution Definition

A support request is considered resolved when:

- The issue is corrected, **or**
 - A compliant workaround is provided, **or**
 - The request is fulfilled and confirmed with the Client
-

7. Escalation & Communication

- **P1 and P2 issues** are escalated to senior support and product teams.
 - Clients receive proactive status updates for unresolved high-priority issues.
-

8. SLA Performance Target

AffordableHousing.com commits to resolving **at least 90% of RentWatch support tickets within SLA timelines**, measured monthly and reviewed quarterly.

9. Client Responsibilities

To maintain SLA performance, the Client agrees to:

- Provide accurate and complete unit, rent, and utility data
- Maintain current payment standards and utility allowances
- Respond promptly to clarification requests

Delays caused by missing or inaccurate information may pause SLA timelines.

10. Exclusions

This SLA does not apply to:

- Custom development or custom reporting
- Historical data remediation
- Third-party data source outages
- Scheduled maintenance (advance notice provided)



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: Affordable Housing Network, LLC - RentWatch Rent Reasonable Software - Housing Assistance 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: March 10, 2026

Court Order #:

Page: 1 of 4

Department: Purchasing

Prepared By: Elizabeth Callarman

Approved By: Christopher Lax, CPSM,
CPSD, CPCP

SUBJECT:

Scanner Holdings Corp, d/b/a Imaging Business Machines, LLC - Maintenance and Support ibml Equipment - Tax Office

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve Scanner Holdings Corp, d/b/a Imaging Business Machines, LLC as sole source for Maintenance and Support of ibml equipment for Tarrant County.

BACKGROUND

Scanner Holdings Corp, d/b/a Imaging Business Machines, LLC provided the Purchasing Agent documentation that they are the only provider maintenance and support of ibml equipment.

The purpose of this contract is for the annual maintenance of two (2) high-capacity check scanners and processors utilized by the Tax Office.

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;"

FISCAL IMPACT

Expenses for the last twelve (12) months were \$84,029.27. Funding is available in account 10000-2026 General Fund/1310100000 Tax Office Administration/578021 Hardware Maintenance and 578025 Software Maintenance and Licenses.

Attachments

[ibml backup for AL1.pdf](#)

Jan 22, 2026

Subject: Sole Source for Providing Maintenance on ibml Equipment for the Tarrant County

To Whom it may Concern

This letter is to inform Tarrant County that Scanner Holdings Corp, dba Imaging Business Machines, LLC, is the sole source to provide maintenance on the following scanners:

<u>ITEM</u>	<u>System Number(s)</u>
Fusion 7400	109256-1 109256-2

If you have any questions, or need any other information, please contact us directly. Again, thank you for your time and consideration.”

Sincerely,
Tony Eavarone
Tony Eavarone
VP Service Operations
Imaging Business Machines, LLC.
(205) 580-4593



2750 Crestwood Boulevard / Irondale, AL 35210 / Telephone 205-439-7195 / Fax 205-314-1804 / www.ibml.com

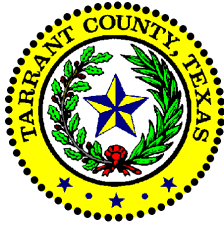
Date: 2/19/2026

Tarrant County
RE: Sole Provider Statement

It is Scanner Holding Corp, dba Imaging Business Machines, LLC, policy not to sell replacement/consumable (i.e. tires, belts, ink, bulbs) parts to a third-party service organization within the continental United States. Therefore, Scanner Holding Corp, dba Imaging Business Machines, LLC is the only vendor capable of providing complete service for the FUSiON 7400 scanners that you currently have installed. Performance degradations and malfunctions of the equipment caused by the use of consumable supplies are not covered by the Maintenance Agreement.

Please let me know if you need anything further.

Sincerely,
Name: Mark Lawson
Title: Service Contract & Renewal Manager
Email: mlawson@ibml.com



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: Scanner Holdings Corp, d/b/a Imaging Business Machines LLC - Maintenance and Support ibml Equipment – 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: March 10, 2026

Court Order #:

Page: 1 of 5

Department: Purchasing

Prepared By: James Bocks, CPPB

Approved By: Christopher Lax, CPSM,
CPSD, CPCP

SUBJECT:

Consideration of Amendment No. 1 - Bid No. F2025044 - Annual Contract for Wrecker Service - Countywide - JDB Towing, LLC d/b/a Beard's Towing

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider Amendment No. 1 for Bid No. F2025044, Annual Contract for Wrecker Service, with JDB Towing, LLC d/b/a Beard's Towing.

BACKGROUND

On April 15, 2025, the Commissioners Court, through Court Order #145074, awarded Bid No. F2025044, Annual Contract for Wrecker Service, Countywide, to the following vendors:

Primary	JDB Towing, LLC d/b/a Beard's Towing
Secondary	AVE Towing LLC d/b/a ABC Wrecker Service
Alternate	Texas Towing Wrecker Service, Inc

The awards were based on low bid meeting specifications and contained options to renew for two (2) additional twelve (12) month periods.

On November 11, 2025, the Commissioners Court, through Court Order #146274, approved the first renewal option.

Amendment No. 1 is for adding additional language regarding the types of tows that are requested under the agreement and the use of labor rates under the agreement.

The current term of the contract is effective through July 11, 2027.

Subject to continued funding by the Commissioners Court, this agreement shall automatically renew July 12, 2027, hereafter for one (1) twelve (12) month period ending on July 11, 2028, unless sooner terminated by either party as provided herein.

Amendment No. 1 is attached for approval and signature. The District Attorney's Office reviewed Amendment No. 1 as to form.

FISCAL IMPACT

Funding is available in 10000-2026 General Fund/2110010000 Sheriff Admin/576131 Wrecker Service.

PASSED AND APPROVED on March 10, 2026.

**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.

Attachments

[F2025044 Backup.pdf](#)

THE STATE OF TEXAS § F2025044 Agreement for Annual Contract for Wrecker
COUNTY OF TARRANT § Service Addendum

This Agreement is by and between Tarrant County, Texas (the "County"), and JDB Towing, LLC dba Beard's Towing (the "Vendor"). In consideration of the mutual promises and agreements contained herein, the Owner and Contractor agree as follows:

1. The Vendor will perform the work required by and described in the Contract Documents listed in Section 5 below of the Agreement, generally titled F2025044 Agreement for Annual Contract for Wrecker Service
2. This agreement is for any tow requested by the County that is towed to any location designated by a County official other than Vendor's lot. It includes non-consent tows or impounds.
3. One-way tows of a light, medium and heavy-duty tow requested by the County will be invoiced by the vendor at their awarded rates. In the event the one-way basic tow (for light, medium, or heavy duty vehicles or equipment) expands in scope or has special circumstances involved, the Vendor may invoice the County at their awarded hourly labor rate of \$69.00/hour for those services. Special circumstances include anything outside the scope of a traditional one-way tow. If additional tows in order to gain access to a vehicle or piece of equipment are required and agreed upon by consent of both parties, Vendor will perform additional tows at their awarded rates for light, medium and heavy-duty tows.
4. VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS OFFICIALS, AGENTS, EMPLOYEES, REPRESENTATIVES, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THIS CONTRACT. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE VENDOR TO INDEMNIFY OR HOLD HARMLESS THE COUNTY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE COUNTY OR ITS EMPLOYEES. FOR THE AVOIDANCE OF DOUBT, COUNTY SHALL NOT INDEMNIFY VENDOR OR ANY OTHER PARTY UNDER THIS CONTRACT.
5. The Contract Documents consist of the following:
 - This Document
 - Invitation for Bid (IFB) F2025044 Agreement for Annual Contract for Wrecker Service Bid Documents
 - JDB Towing, LLC dba Beard's Towing response to IFB F2025044 Agreement for Annual Contract for Wrecker Service
 - Technical Specifications
 - 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, this signed Service Addendum prevails. These documents collectively form the Contract, and all are as fully a part of the Contract as if attached to this Service Addendum or repeated herein.

This Amendment is effective upon the date written by the last party to sign it.

JDB TOWING, LLC DBA BEARD'S TOWING

VENDOR



(SIGNATURE)

BY: James D. Bennett Jr.

TITLE: Owner

Date: 2/4/2026



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 Amendment No. 1 - Bid No. F2025044 Annual Contract for Wrecker Service - Countywide - JDB Towing, LLC dba Beard's Towing

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: March 10, 2026

Court Order #:

Page: 1 of 5

Department: Purchasing

Prepared By: Niki Jones

Approved By: Christopher Lax, CPSM,
CPSD, CPCP

SUBJECT:

Consideration of Cooperative for Public Safety and Firehouse Supplies and Equipment - BuyBoard #798-26 - Sheriff's Office - Various Vendors - Per Unit Price and Discount from List Price

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider use of cooperative for Public Safety and Firehouse Supplies and Equipment, utilizing BuyBoard Contract #798-26, for the Sheriff's Office, with the following vendors at the per unit price and discount from list price:

Casco Industries, Inc.
G T Distributors, Inc.

BACKGROUND

Casco Industries, Inc. and G T Distributors, Inc. were contacted and requested to submit pricing under BuyBoard Contract #798-26. The offers received from the vendors listed above meet all specifications and are acceptable to the Sheriff's Office.

The purpose of this contract is to purchase self-contained breathing apparatus units with masks in case of fire or riot for detention facilities, and for rifle rated body armor carrier system, protection to include shoulder and side coverage incorporating soft ballistics and hard armor plates, for the Sheriff's Office. This body armor carrier system will be used for specialized units including Warrants, Combined Narcotics Enforcement Team (CNET), Criminal Investigation Unit (CID), Human Trafficking, Game Room Task Force, and Auto Theft.

The term of the contract is twelve (12) months, effective April 1, 2026.

Subject to continued funding by the Commissioners Court, this agreement shall automatically renew April 1, 2027, and April 1, 2028, hereafter for two (2) twelve (12) month periods each ending on March 31, 2029, unless sooner terminated by any party as provided herein.

BuyBoard cooperative contracts are open to state and local government in accordance with Texas Government Code Chapter 791, Interlocal Cooperation Act and Section 271.101, et seq., of the Texas Local Government Code and Section 791.025 "(c) A local government that purchases good and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of goods and services." The Texas Association of School Boards (TASB) administers the BuyBoard Cooperative.

FISCAL IMPACT

Expenses for the last twelve (12) months were \$90,200.00. Funding is available in the following accounts:

45100-2026 Non-Debt Capital/2120910000 Sheriff's Office Confinement/540000 Capital
S9300-2026 Sheriff Forfeiture Fund (State) - CNET/2110730000 CNET/522085 Safety/Tactical Supplies

Attachments

[CC Backup.pdf](#)



The Local Government Purchasing Cooperative

For the Period 04/01/2026 to 03/31/2027

Final Catalog Award Report for Public Safety and Firehouse Supplies and Equipment, No. 798-26

4. Discount (%) off Catalog/price price list for **Riot Equipment/Body Armor.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Federal Eastern International, LLC	Paulson price list	25%	Yes
Primary Arms, LLC	PavaShot price list	8%	Yes
Federal Eastern International, LLC	Point Blank price list	42%	Yes
M-Pak, Inc.	Point Blank price list	40%	No
TEECO SAFETY, INC	POINT BLANK price list	40%	No
Nardis, Inc. dba Nardis Public Safety	Point Blank price list	20%	No
AARDVARK	PROJECT7 price list	19%	Yes
Federal Eastern International, LLC	Ready Line Gear price list	20%	Yes
Rules of Engagement Tactical LLC dba ROETAC	ROETAC Armor Catalog	46%	Yes
Rules of Engagement Tactical LLC dba ROETAC	ROETAC BodyArmor 2 price list	10%	Yes
LE1R Distribution, LLC.	RTS price list	10%	Yes
Ambitec INC dba RTS Tactical	RTS TACTICAL price list	15%	Yes
G T DISTRIBUTORS, INC.	Safariland Body Armor price list	40%	Yes
Proforce Marketing, Inc. dba Proforce Law Enforcement	Safariland price list (12%-60%)	12%	Yes
ENTERPRISES KING, LLC	Safeware Inc./Damascus Gear price list	5%	No
Shellback Tactical LLC	SBT Commercial price list	15%	Yes
Primary Arms, LLC	Shellback Tactical price list (20% - 36%)	20%	Yes
G T DISTRIBUTORS, INC.	Sirchie price list	0%	Yes
North America Fire Equipment Co., Inc. dba NAFECO	Slate price list	14%	No
Con10gency Consulting LLC	Slate Solutions price list	20%	Yes
M-Pak, Inc.	Stop Stick price list	10%	No
Southwest Public Safety	Streamlight price list	35%	Yes
Primary Arms, LLC	Survival Armor price list (8% - 62%)	8%	Yes



The Local Government Purchasing Cooperative

For the Period 04/01/2026 to 03/31/2027

Final Catalog Award Report for Public Safety and Firehouse Supplies and Equipment, No. 798-26

30. Discount (%) off Catalog/price price list for **Public Safety Equipment Repair Parts.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
PURSUIT SURPLUS LLC dba CHIEFS PURSUIT SURPLUS	Jotto Desk price list	48%	Yes
MAL TECHNOLOGIES FLEET LLC dba MALTECH FLEET SERVICE	MAL TECHNOLOGIES FLEET LLC price list	10%	Yes
Metro Fire Apparatus Specialists, Inc.	Metro Fire price list (0%-50%)	0%	Yes
Casco Industries Inc	MSA price list	10%	Yes
Rescue Gear, Inc	PiranhaProps price list	5%	No
Plastix Plus, LLC	Plastix Plus price list	0%	Yes
ENTERPRISES KING, LLC	Safeware Inc. / Grainger / MSA price list	5%	No
G T DISTRIBUTORS, INC.	Simunition price list	0%	Yes
G T DISTRIBUTORS, INC.	Streamlight price list	40%	Yes
Southwest Public Safety	Streamlight price list	35%	No
Tri-County Communications, LLC	TCC Catalog	10%	Yes
PURSUIT SURPLUS LLC dba CHIEFS PURSUIT SURPLUS	Troy Products price list	48%	Yes
PURSUIT SURPLUS LLC dba CHIEFS PURSUIT SURPLUS	Westin Public Safety price list	40%	Yes
PURSUIT SURPLUS LLC dba CHIEFS PURSUIT SURPLUS	Whelen Engineering price list	48%	Yes

31. Discount (%) off Catalog/price price list for **Public Safety Equipment and Products Maintenance/Warranty Agreements.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Aerowave Technologies, LLC	Aerowave Radio price list	10%	No
Delta Fire & Safety dba Delta Industrial Service & Supply	Delta Fire & Safety price list	0%	Yes
FarrWest Environmental Supply	Farrwest Maintenance price list	10%	Yes
PURSUIT SURPLUS LLC dba CHIEFS PURSUIT SURPLUS	Federal Signal price list	35%	Yes
Ferno-Washington dba Ferno	Ferno Maintenance price list	10%	Yes
GUNFIGHTER SUPPLY, LLC dba GFS	GUNFIGHTER SUPPLY price list	0%	No
SAT Radio Communications LTD dba Industrial Communications	Industrial Communications price list	25%	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 Public Safety and Firehouse Supplies and Equipment - BuyBoard #798-26 - Sheriff's Office - Various Vendors - Per Unit Price and Discount from List 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.

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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: March 10, 2026

Court Order #:

Page: 1 of 6

Department: Purchasing

Prepared By: Elizabeth Callarman

Approved By: Christopher Lax, CPSM,
CPSD, CPCP

SUBJECT:

Consideration of Cooperative for Purchase and Installation of Dell Servers - #DIR-CPO-5792 - Information Technology - Thomas Gallaway Company LLC d/b/a Technolgent

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider use of cooperative for Purchase and Installation of Dell Servers, utilizing the State of Texas Department of Information Resources (DIR) Contract #DIR-CPO-5792, for Information Technology, with Thomas Gallaway Company LLC d/b/a Technolgent, for \$654,020.00.

BACKGROUND

The purpose of this purchase is to replace current Dell servers with ten (10) new Dell XC670 Core servers. Tarrant County is modernizing its server infrastructure to align with our Cloud First strategy. This upgrade strengthens security, enhances scalability, and improves standardization, while positioning our environment for seamless cloud integration and future workload migrations. The initiative ensures a resilient, efficient foundation to support long-term innovation and operational excellence. These servers will be installed at the Tarrant County Information Technology Department's Plaza Building.

The DIR contract expires April 4, 2027.

DIR's cooperative contracts program is open for state and local government in accordance with Texas Government Code Title10, 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 Section2157.068, 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”.

FISCAL IMPACT

Funding in the amount of \$654,020.00 is available in account 45100-2026 Non-Debt Capital Fund/1810201000 Network Oper/Communication/540000 Capital.

Attachments

[Backup DIRCPO5792 Dell Servers.pdf](#)

Home >

Contract Number

DIR-CPO-5792

Contract Start Date: **04/04/25**

Contract Term Date: **04/04/27**

Contract Expiration Date: **04/04/30**

Vendor Information

Dell Marketing LP

Vendor ID: **1742616805400**

RFO: **DIR-CPO-TMP-582**

Contract Status: **Active**

VENDOR CONTACT:

JoAnn Tamez

Phone: (512) 813-1905

[Vendor Website](#)

DIR CONTACT:

Suzanne Carson

Phone: (512) 475-4948

Contract Overview

This contract is for Dell-Branded Products including, but not limited to, desktops, laptops, tablets, peripherals, accessories, and software products manufactured, distributed, or licensed under the Dell brand name and related services. This contract also includes Dell-Branded Services, including cloud services.

Contract Details & Ordering Information

- Products & Services
- Commodity Codes
- Brands
- Contract Documents
- How to Order
- Resellers

MORE INFORMATION

[Vendor Website](#)

Visit this Vendor's website to view the latest product, service, and pricing information.

Reseller Vendor Contacts

[Download Vendor List \(.CSV\)](#)

Vendor Name	Vendor ID	HUB Type	Contact Name	Phone/Fax	Address	Email
Technolgent	10435897730	Non HUB	Shari Jones	P: (402) 387-8074 F:	8105 Irvine Center Drive, Suite 700 Irvine, CA 92618-3099	vendorbids@technolgent.com
Technology Assets, LLC dba Global Asset Online	1272302338300	American Indian Female	Cheryl Smith	P: (972) 695-8600 F: (214) 975-1232	1815 Monetary lane, Suite 100 Carrollton, TX 75006	csmith@globalassetonline.com
The Drala Project, Inc	18117753423	Non HUB	Janele Crahan	P: (424) 207-1600 F:	2629 Manhattan Ave Suite 307 Hermosa	public-contracts@redesign-group.com

About File Formats

Some documents on this page are in the PDF format. Please download the [Adobe Reader](#) in order to view these documents.



300 W. 15th Street
Suite 1300
Austin, TX 78701
512-475-4700

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Program Areas

- Cooperative Contracts
- Open Data Portal
- Communications Technology Services
- Data Center Services
- Information Security
- Texas.gov Services
- Technology Planning, Policy and Governance
- Complaints

Helpful Links

- Capitol Complex Directory
- Statewide Search
- Veterans Portal
- Homeland Security
- SAO Fraud Reporting
- Texas.gov
- Stay Connected
- Paginas en Español

Provide Feedback





PRICE QUOTE

PO Must be Made out to Thomas Gallaway Company LLC dba Technologent
 EMAIL Purchase Orders To: purchaseorders@technologent.com
 FAX Purchase Orders to 303-296-3369

Tax ID # 04-3589773
 Thomas Gallaway Company LLC dba Technologent
 100 Spectrum Center Drive Suite 700
 Irvine CA 92618

Quotation For:

Rodney Crockett
 Tarrant County Information Technologies Plaza
 200 Taylor Street
 Fort Worth TX 76196-0213

Quote Date 2/11/2026
Quote Expires 3/13/2026
Quote No. QT254673-1
Quote Name Nutanix Dell XC670 Core Test Dev Cluster - 10 - Fort Worth
Sales Rep Todd Hickey
Phone 214-783-4915
Email todd.hickey@technologent.com
Prepared By Misty Davidson
Phone 469-304-2196
Email misty.davidson@technologent.com

Contact: Rodney Crockett, RGCrockett@tarrantcountytx.gov, 817-884-3838

Line	Item Sku	Description	Qty	Svc (Mos)	List Price	Extd List	Unit Price	Extd Price
		DIR CPO 5792						
1	210-BSPM	Dell XC670 Core	10		12,500.00	125,000.00	3,029.43	30,294.30
2	634-BWZM	Nutanix OS for AHV 1.0	10		0.00	0.00	0.00	0.00
3	321-BLND	Chassis up to 16 E3.S NVMe Direct Drives	10		1,174.00	11,740.00	208.00	2,080.00
4	338-CTBH	Intel Xeon 6 Performance 6724P 3.6G, 16C/32T, 24GT/s, 72M Cache, Turbo, (210W) DDR5-6400	10		8,997.00	89,970.00	1,570.40	15,704.00
5	338-CTBH	Intel Xeon 6 Performance 6724P 3.6G, 16C/32T, 24GT/s, 72M Cache, Turbo, (210W) DDR5-6400	10		8,997.00	89,970.00	1,570.40	15,704.00
6	379-BDCO	Additional Processor Selected	10		0.00	0.00	0.00	0.00
7	412-BCBS	Heatsink for 2 CPU configuration (CPU less than 225W)	10		299.00	2,990.00	51.50	515.00
8	370-AAIP	Performance Optimized	10		0.00	0.00	0.00	0.00
9	370-BCCX	6400MT/s RDIMMs	10		0.00	0.00	0.00	0.00
10	780-BCDO	C30, No RAID for NVME chassis	10		0.00	0.00	0.00	0.00
11	405-AACD	No Controller	10		0.00	0.00	0.00	0.00
12	400-ABHL	No Hard Drive	10		0.00	0.00	0.00	0.00
13	384-BBBL	Performance BIOS Settings	10		0.00	0.00	0.00	0.00
14	800-BBDM	UEFI BIOS Boot Mode with GPT Partition	10		0.00	0.00	0.00	0.00
15	384-BFCK	HCI 1U Standard Fan	10		149.00	1,490.00	30.90	309.00
16	450-BCWZ	Dual,Redundant(1+1),Hot-PlugMHS PowerSupply,1100WMM(100-240V ac)	10		1,578.00	15,780.00	278.10	2,781.00
17	321-BLHT	Riser Config 6, Rear 2x16 LP Slots (Gen5), 1x16 OCP, 1x8/x16 OCP Hot Aisle	10		995.70	9,957.00	180.25	1,802.50
18	780-BCZQ	No OCP Blanks or Cables Required	10		0.00	0.00	0.00	0.00
19	403-BDMM	BOSS-N1 controller card + with 2 M.2 480GB (RAID 1) (22x80)	10		5,428.80	54,288.00	942.45	9,424.50
20	329-BLJH	HCI 670 Motherboard, DAO	10		0.00	0.00	0.00	0.00
21	634-CSHS	Secure Enterprise Key Manager License 3.0	10		249.00	2,490.00	46.35	463.50

You may have the option of making 36 monthly payments based on a 36 month FMV lease through Technologent Financial Services, Inc. Contact tfs@technologent.com for more information. (This and other finance options and terms may also be available subject to credit approval.)



PRICE QUOTE

PO Must be Made out to Thomas Gallaway Company LLC dba Technologent
 EMAIL Purchase Orders To: purchaseorders@technologent.com
 FAX Purchase Orders to 303-296-3369

Tax ID # 04-3589773
 Thomas Gallaway Company LLC dba Technologent
 100 Spectrum Center Drive Suite 700
 Irvine CA 92618

Quotation For:

Rodney Crockett
 Tarrant County Information Technologies Plaza
 200 Taylor Street
 Fort Worth TX 76196-0213

Quote Date 2/11/2026
Quote Expires 3/13/2026
Quote No. QT254673-1
Quote Name Nutanix Dell XC670 Core Test Dev Cluster - 10 - Fort Worth
Sales Rep Todd Hickey
Phone 214-783-4915
Email todd.hickey@technologent.com
Prepared By Misty Davidson
Phone 469-304-2196
Email misty.davidson@technologent.com

Line	Item Sku	Description	Qty	Svc (Mos)	List Price	Extd List	Unit Price	Extd Price
22	634-CSHT	Secured Component Verification	10		99.00	990.00	18.54	185.40
23	634-CSHY	iDRAC10, Enterprise 17G	10		1,046.00	10,460.00	185.40	1,854.00
24	340-DVSW	HCI 670 Shipping	10		0.00	0.00	0.00	0.00
25	340-DVSZ	HCI Shipping	10		49.00	490.00	9.27	92.70
26	340-DVSJ	HCI 1U Shipping Material	10		99.00	990.00	18.54	185.40
27	389-FKXQ	HCI, CCC, No CE Label Marking	10		0.00	0.00	0.00	0.00
28	350-BDGK	XC670-16 QR Label	10		5.00	50.00	1.03	10.30
29	325-BGML	1U Bezel, Standard, XC Core	10		70.00	700.00	13.39	133.90
30	770-BDMT	Cable Management Arm	10		66.66	666.60	12.36	123.60
31	770-BECD	ReadyRails Sliding Rails (A15)	10		120.85	1,208.50	25.75	257.50
32	379-BCQV	iDRAC Group Manager, Enabled	10		0.00	0.00	0.00	0.00
33	379-BETF	iDRAC Legacy Password for OCP cards	10		0.00	0.00	0.00	0.00
34	350-BCYJ	Blank Left Ear Module	10		20.00	200.00	4.12	41.20
35	892-4715	ProDeploy Plus Dell Storage XC Series Appliance	10		4,153.70	41,537.00	4,190.16	41,901.60
36	721-7812	ProSupport Plus Mission Critical 7x24 Technical Support and Assistance 3 Years	10	36	16,143.05	161,430.50	2,860.97	28,609.70
37	721-7819	ProSupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 2 Years Extended	10		7,414.44	74,144.40	1,493.50	14,935.00
38	721-7824	ProSupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 1 Year	10		2,814.59	28,145.90	489.25	4,892.50
39	721-7834	Dell Hardware Limited Warranty 1 Year	10		0.01	0.10	0.00	0.00
40	951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	10		0.01	0.10	0.00	0.00
41	975-3461	Dell Limited Hardware Warranty Extended Year(s)	10		0.00	0.00	0.00	0.00
42	370-BCCZ	64GB RDIMM, 6400MT/s, Dual Rank	160		7,457.79	1,193,246.40	1,287.50	206,000.00
43	345-BKLR	3.84TB Data Center NVMe Read	80		9,298.68	743,894.40	1,606.80	128,544.00

You may have the option of making 36 monthly payments based on a 36 month FMV lease through Technologent Financial Services, Inc. Contact tfs@technologent.com for more information. (This and other finance options and terms may also be available subject to credit approval.)



PRICE QUOTE

PO Must be Made out to Thomas Gallaway Company LLC dba Technologent
 EMAIL Purchase Orders To: purchaseorders@technologent.com
 FAX Purchase Orders to 303-296-3369

Tax ID # 04-3589773
 Thomas Gallaway Company LLC dba Technologent
 100 Spectrum Center Drive Suite 700
 Irvine CA 92618

Quote Date 2/11/2026
Quote Expires 3/13/2026
Quote No. QT254673-1
Quote Name Nutanix Dell XC670 Core Test Dev Cluster - 10 - Fort Worth
Sales Rep Todd Hickey
Phone 214-783-4915
Email todd.hickey@technologent.com
Prepared By Misty Davidson
Phone 469-304-2196
Email misty.davidson@technologent.com

Quotation For:

Rodney Crockett
 Tarrant County Information Technologies Plaza
 200 Taylor Street
 Fort Worth TX 76196-0213

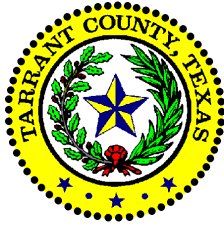
Line	Item Sku	Description	Qty	Svc (Mos)	List Price	Extd List	Unit Price	Extd Price
		Intensive AG Drive E3s Gen5 with carrier						
44	492-BBDG	Jumper Cord - C13/C14, 4M, 250V, 12A (North America, Guam, North Marianas, Philippines, Samoa)	20		20.00	400.00	4.12	82.40
45	540-BFLP	NVIDIA ConnectX-6 Lx Dual Port 25GbE SFP28 Adapter, OCP 3.0 NIC +Sec	10		709.00	7,090.00	128.75	1,287.50
46	540-BFWM	NVIDIA ConnectX-6 Lx Dual Port 25G SFP28 Adapter, PCIe Low Profile +Sec	10		709.00	7,090.00	128.75	1,287.50
47	407-BBZT	SFP28 SR Optic, 25GbE, 85c High Temperature	40		1,250.00	50,000.00	221.45	8,858.00
48	210-BPFM	XC Nutanix SW License	1		0.00	0.00	0.00	0.00
49	929-3709	Thank you for Your Order	1		0.00	0.00	0.00	0.00
50	935-6720	Thank you for Your Order	1		0.00	0.00	0.00	0.00
51	143-BVSH	NCI Professional Production SW Lic 3YR, Z1	320		1,365.00	436,800.00	927.00	296,640.00
52	EDU-C-AAPM5-PVT-PK	CUSTOMER COURSE: Nutanix ECP Advanced Administration & Performance Management [V5] (Standalone Curriculum) DELIVERY: Instructor-led, 4 Days FORMAT: On-site Private, Closed Classroom FOCUS: Nutanix Platform Advanced Administration	1		29,925.00	29,925.00	27,000.00	27,000.00
53	Virtual Training	Education, Virtual class delivery. Delivery: Virtual training delivery by either Nutanix or a Training Partner ATP Term: Must be consumed or scheduled with class within 6 months of purchase date.	1		0.00	0.00	0.00	0.00
54	Tech PS	Services for Nutanix Clusters	1		0.00	0.00	32,020.00	32,020.00
55	Trade In Credit	Asset Trade In	1		0.00	0.00	-220,000.00	-220,000.00

You may have the option of making 36 monthly payments based on a 36 month FMV lease through Technologent Financial Services, Inc. Contact tfs@technologent.com for more information. (This and other finance options and terms may also be available subject to credit approval.)

Total \$654,020.00

Any changes made to the quoted items, including price, part numbers, or quantities, will void this Quote in its entirety. Currency is USD unless otherwise indicated. Except as otherwise superseded by terms contained in a mutually executed Master Purchase Agreement, this Quote is subject to the following terms and conditions found at: https://www.technologent.com/hubfs/Technologent_Terms-and-Conditions.pdf and the terms below:

1. Please include Item SKU #'s for all line items, a shipping contact including name/address/phone/email, install location, and the billing address.
2. Terms: Net 30 days, pending proper credit approval.
3. Title shall pass to Customer upon delivery to the carrier. Freight is prepaid and add. Risk of Loss transfers upon Delivery.
4. If partial shipments are made, individual Invoices are Net 30 and not dependent on receipt of the total order.
5. Pricing is subject to change and is contingent on manufacturers' price list at time of receipt of purchase order.
6. Estimated sales tax applied. Actual sales tax, shipping charges, and fuel surcharges will be determined at time of invoice 7. This quote is considered Confidential and Proprietary and will not be disclosed to third parties by Recipient or Recipient's associates or employees.
- *** Installation and Training are available by Technologent's Certified Senior Systems Engineer. Call your Sales Rep for Pricing.
- *** For a full listing of Technologent's partners (Line Card), click here: <http://www.technologent.com/technology-partners/>



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 Purchase and Installation of Dell Servers – #DIR-CPO-5792 – Information Technology – Thomas Gallaway Company LLC, d/b/a Technologent

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: March 10, 2026

Court Order #:

Page: 1 of 3

Department: Purchasing

Prepared By: James Bocks, CPPB

Approved By: Christopher Lax, CPSM,
CPSD, CPCP

SUBJECT:

Consideration of Request for Fuel Cards - Precinct 1

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the issuance of three (3) Fleet Fuel Cards for Precinct 1.

BACKGROUND

Precinct 1 is requesting issuance of three (3) Fleet Fuel Cards for use.

FISCAL IMPACT

There is no fiscal impact associated with this item.

Attachments

[Backup Precinct 1 Fuel Cards.pdf](#)



Roderick Miles, Jr.
Tarrant County Commissioner
Precinct 1

January 29, 2026

RE: Request for Additional JRS Fuel Cards

To Whom It May Concern:

It has been brought to our (Precinct 1 Road and Bridge Department) attention the necessity for additional JRS fuel cards in the case our fuel pumps are not functioning. The Department is requesting (3) three fuel cards that will be assigned to Tarrant County Vehicles, M1117 (Maintenance Administration Pct 1), M1164 (Operations Supervisor Pct 1) and M1154 (Maintenance Supervisor Pct 1) to be used in the event of a work stoppage occurrence. We appreciate the consideration in advance.

Best Regards,

A handwritten signature in red ink that reads "Joe L. Trammel". The signature is written over a horizontal line.

Joe L. Trammel PE
Director of Field Operations
Precinct One Road and Bridge



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 Request for Fuel Cards – Precinct 1

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.

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Yes _____ No √

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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: March 10, 2026

Court Order #:

Page: 1 of 5

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 Form to JPMorgan Chase Bank for Tarrant County Procurement Card - Precinct 2

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court authorize the Purchasing Agent to submit Procurement Card Account Application Form to JPMorgan Chase Bank for one (1) Tarrant County Procurement Card for Precinct 2.

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 employee completed the required Procurement Card Account Application Form and Employee Agreement in order to be issued a Tarrant County Procurement Card:

Stefanye Adkins

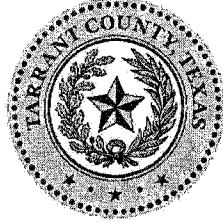
Tarrant County Procurement Card Procedures require authorization by the Commissioners Court for the Purchasing Agent to submit the application form to JPMorgan Chase Bank.

FISCAL IMPACT

There is no fiscal impact associated with this item.

Attachments

[Backup.pdf](#)



Memorandum

To: Melissa Lee, Purchasing Agent
From: Commissioner Simmons
Date: February 20, 2026
Re: Procurement Card Application

Please accept this request to authorize Stefanye Adkins with Commissioner Simmons Precinct 2 to receive a procurement card for the purpose of Travel, Education, Conferences.


A handwritten signature in black ink, appearing to be "MS", is written above a horizontal line.


Elected/Appointed Official or Department Head

EMPLOYEE AGREEMENT

I, Debra A. Adkins, 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.**

 2/20/2026
 Employee Signature Department Date

 2/20/26
 Elected/Appointed Official or Department Head Date

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

Stefanye Adkins
 Full First Name* Middle Initial 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

Stefanye Adkins
 Name as it will appear on Card* (21 character limit - including spaces)
Tarrant County
 Second line to appear on Card (21 character limit - including spaces) e.g. Company Name/Other, etc.

4. ACCOUNT CONTACT INFORMATION

svadkins@tarrantcountytexas.gov
 Business email address*
 Business phone number* Mobile phone number*

5. ACCOUNT MAILING ADDRESS

700 E. Abrams St.
 Mailing Street Address*
 Suite 304
 Mailing Street Address Line 2 (if applicable)
Arlington
 City*
TX 76010
 State* 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

9. ACCOUNT PARAMETERS - OPTIONAL

Rush Delivery (fee may apply. No P.O. box)
 Executive Card Card Delivery Code - Site ID
 Declining Balance Accounting Code

Effective Begin Date Effective End Date
 (mm/dd/yyyy) (mm/dd/yyyy)

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	\$		\$	\$	
		\$		\$	\$	
		\$		\$	\$	
		\$		\$	\$	
		\$		\$	\$	
		\$		\$	\$	
		\$		\$	\$	
		\$		\$	\$	
		\$		\$	\$	

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.

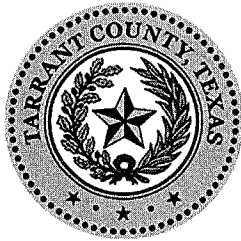
MELISSA LEE, C.P.M., A.P.P.

Program Administrator / Approver Name Printed*

X 3/10/2026
 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 Form to JPMorgan Chase Bank for Tarrant County Procurement Card – Precinct 2

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.

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Yes _____ No √

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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: March 10, 2026

Court Order #:

Page: 1 of 15

Department: Sheriff

Prepared By: Jamie Amrine

Approved By: Bill Waybourn

SUBJECT:

Receive and File the 2025 Racial Profiling Data from the Tarrant County Sheriff's Office

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider receiving and filing the 2025 Racial Profiling Data from the Tarrant County Sheriff's Office

BACKGROUND

The 77th Legislature for the State of Texas enacted Senate Bill 1074 which mandated that law enforcement agencies implement specific policies and procedures to prevent racial profiling by certain peace officers. The Sheriff's Office has implemented a process to compile and analyze data from traffic stops as stipulated in Senate Bill 1074. Through Court Order #86841 on December 18, 2001, the Commissioners Court approved the Tarrant County Profiling Policy.

In accordance with Senate Bill 1074, the Tarrant County Sheriff's Office has attached the following documents: Racial Profiling Data with tables on the numbers of stops and contacts in 2025; a copy of the Tarrant County Racial Profiling Policy approved by the Commissioners Court on December 18, 2001; and a copy of the Web page on the Sheriff's Office web site that outlines the process to file complaints about Racial Profiling.

The Tarrant County Sheriff's Office received no reports or complaints of Deputies engaging in racial profiling in 2025. Internally, the Sheriff's Office will continue to review the racial profiling data entered by individual Deputies.

FISCAL IMPACT

There is no fiscal impact to Tarrant County for this item.

Attachments

[Racial Profiling Report TCSO 02-05-26.pdf](#)



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

February 4, 2026

TO: The Honorable Judge Tim O'Hare
 Commissioner Roderick Miles Jr. – PCT 1
 Commissioner Alisa Simmons – PCT 2
 Commissioner Matt Krause – PCT 3
 Commissioner Manny Ramirez – PCT 4
 County Administrator Chandler Merritt

FROM: Sheriff Bill E. Waybourn

In compliance with Senate Bill 1074 of the 77th Legislature, the Tarrant County Sheriff's Office is providing the data collected regarding traffic stops, contacts, and searches during the calendar year 2025. Attached are the following documents:

- Racial profiling data with charts on the number of contacts by race, contacts by violation, searches by race, and final outcomes by race;
- A copy of the Tarrant County Racial Profiling Policy approved by the Commissioner's Court; and
- A link to the Tarrant County Sheriff's website that outlines the process of filing complaints regarding racial profiling

In 2025, the Tarrant County Sheriff's Office recorded a total of 13,527 traffic stops within the racial profiling system. This number reflects a decrease of 7.9% in traffic stops over the 2024 total of 14,680. Hazardous violations comprised 35% of the total stops, and the non-hazardous percentage was the remaining 65%.

Contacts by race as a percentage of total traffic stops are: stops of white drivers totaled 49% of all stops in 2025, a slight increase of 1% from 2024. Hispanic drivers accounted for 25%, a slight increase of 1% from 2024. African American drivers reflected a total of 23% of the total stops, a slight decrease of 1% of total stops from 2024. Stops of Asian drivers increased slightly from 2.0% to 2.5% of all violator stops. Stops of Middle Eastern and Native American drivers combined accounted for 1% of the total stops. The yearly variance in the contact data, i.e. contacts by race as a percentage of total

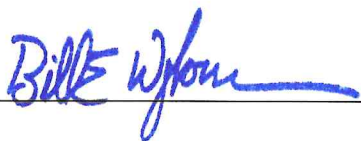
stops, are most likely reflective of the changing demographics of the driving population within the county.

Deputies were able to discern the driver's characteristics prior to the stop at the ratio of 2.3% of stops (319 of 13,527). Deputies recognized the violator before the stop on 74 occasions, approximately 0.5% of the total stops. Recognizing the violator prior to the stop is indicative of the driver being known to the deputy from previous contacts.

Enforcement action in 2025 occurred in 7% of contacts (949), which is a slight increase from the 2024 enforcement of 6%. White drivers received 2.8% of enforcement actions in 2025, a slight increase of 0.2% from 2024. The African American driver enforcement action resulted in 1.8% of the total, a percentage increase of 0.3% from 2024. Hispanic drivers receiving enforcement action made up 2% of the total, resulting in a slight increase of 0.5% over 2024. Asian drivers consisted of 0.2% of overall enforcement. Middle Eastern and Native American enforcement ratios combined were less than 0.1%.

Deputies conducted 854 vehicle searches in 2025 (6.3% of all stops), which reflects a decrease of 0.5% compared to 2024. Deputies conduct vehicle searches when they develop probable cause to believe contraband is present, upon plain view of contraband, when the search is incident to a lawful arrest, or after arrest and during the inventory of the vehicle prior to towing. Those searches accounted for 590 of the total searches (69%). The remaining 264 were incidents where the driver provided consent to the deputy to conduct a search. Deputies located contraband in 281 searches, with the most common items of contraband seized being drugs (219 seizures), alcohol (48 seizures), and weapons (9 seizures). In 2025, deputies made 241 arrests out of 13,257 total stops (1.8%).

The Tarrant County Sheriff's Office did not receive any complaints of racial profiling in 2025. The Sheriff's Office monitors the activities of deputies by monitoring and observing the actions of deputies regarding racial profiling, including reviews of traffic stop videos, and reviews of reporting standards and compliance. The Department's policy prohibiting racial profiling and the procedures for filing a complaint of racial profiling can be found on the Tarrant County Sheriff's Office public access web site, <https://www.tarrantcountytexas.gov/en/sheriff.html> under the Administration tab, or the inquire tab.



Sheriff Bill E. Waybourn

**STATE OF TEXAS
COUNTY OF TARRANT**

TARRANT COUNTY RACIAL PROFILING POLICY

WHEREAS, Senate Bill 1074 was recently passed by the Legislature of the State of Texas prohibiting a peace officer from engaging in racial profiling;

WHEREAS, Senate Bill 1074 requires that not later than January 1st, 2002, a law enforcement agency covered by the law must adopt and implement a policy and begin collecting information under the policy;

WHEREAS, the Tarrant County Sheriff and the Constables of Tarrant County are now adopting, before the Tarrant County Commissioners Court, a policy prohibiting racial profiling by their agencies;

NOW, THEREFORE, the Tarrant County Sheriff and the Constables of Tarrant County (hereinafter collectively referred to as "agencies") adopt the following policy:

Section 1.

Racial profiling is defined as any law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

Section 2.

All peace officers employed by the agencies are strictly prohibited from engaging in racial profiling. All law enforcement-initiated actions, which include all investigative detentions, traffic stops, arrests, searches and seizures of persons and/or property shall be based on a standard of reasonable suspicion or probable cause as required by law. All peace officers of the agencies must be able to articulate specific facts, circumstances and conclusions, which support probable cause or reasonable suspicion for the investigative detention, traffic stop or arrest.

Section 3.

All peace officers employed by the agencies shall not consider an individual's race, ethnicity, or national origin in establishing either reasonable suspicion, probable cause or as a basis for requesting consent to search the individual or his or her property.

Section 4.

All peace officers employed by the Tarrant County Sheriff's Office must "check out" via radio on every vehicle or subject stop. At the conclusion of each stop, the peace officer will complete either a computerized or written form, capturing all data elements required to be obtained by law. This information will then be uploaded from the MDC to a computer database (if a computerized form) or manually inputted into a computer database (if a written form).

Section 5.

No peace officer employed by the agencies will conduct a search of a person or vehicle after peace officer-initiated contact without completing a written report detailing the search and the facts supporting it. In the event no offense or arrest report is appropriate, a Miscellaneous Incident report will be completed.

Section 6.

If an individual believes that a peace officer employed by any of the agencies has engaged in racial profiling with respect to the individual then the following complaint process shall govern:

- A. Sheriff: If an individual believes that a peace officer employed by the Sheriff's Office has engaged in racial profiling with respect to the individual then the individual must file a written complaint before the 180th day after the alleged violation with the Tarrant County Sheriff's Department Internal Affairs Division located at 200 Taylor Street, Fort Worth, Texas 76102.
- B. Constable: Refer to [Constable Contact Page](#)

Section 7.

The agencies will provide public education relating to the agencies complaint process via the Tarrant County web site located at www.tarrantcounty.com.

Section 8.

Appropriate corrective action will be taken against a peace officer employed by the agencies who, after an investigation, is shown to have engaged in racial profiling in violation of this policy.

Section 9.

The agencies will collect information as required by law relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops, including information relating to:

- A. The race or ethnicity of the individual detained; and
- B. Whether a search was conducted and, if so, whether the person detained consented to the search.

Section 10.

Each agency will submit to the Tarrant County Commissioners Court an annual report of the information collected pursuant to Section 9 above. Each agency shall first submit information to the Tarrant County Commissioners Court on March 1, each year. The first submission of information shall consist of information compiled by each agency during the period beginning January 1, each year, and ending December 31, each year. The report may not include identifying information about a peace officer who makes a traffic stop or about an individual who is stopped or arrested by a peace officer.

THIS POLICY is effective this the 18th day of December, 2001

TARRANT COUNTY SHERIFF'S OFFICE COMPLAINT INSTRUCTIONS

Internal Affairs Division

200 Taylor Street - 7th Floor
Fort Worth, TX 76102
817-884-1108

You may contact the Internal Affairs Division referencing the apparent misconduct by a Tarrant County Sheriff's Department employee in person, or by calling 817-884-1108. Office hours are Monday - Friday, 8 a.m. - 5 p.m., (excluding County holidays). After office hours, a message and return phone number may be left via voice mail and the call will be returned the following business day.

The Internal Affairs Division will investigate any calls that appear to be Level III. The result of these investigations may result in severe disciplinary action, up to loss of employment, or possible criminal investigation. Because of the severe consequences of sustained Third Level Complaints you must come to the Sheriff's Office to complete and sign a formal complaint form. If you are unable to come to the Sheriff's Office, accommodations will be made.

The complaint process generally takes the Department 60 calendar days to complete the investigation and for the Board of Disciplinary Review to determine what discipline shall be recommended and/or imposed.

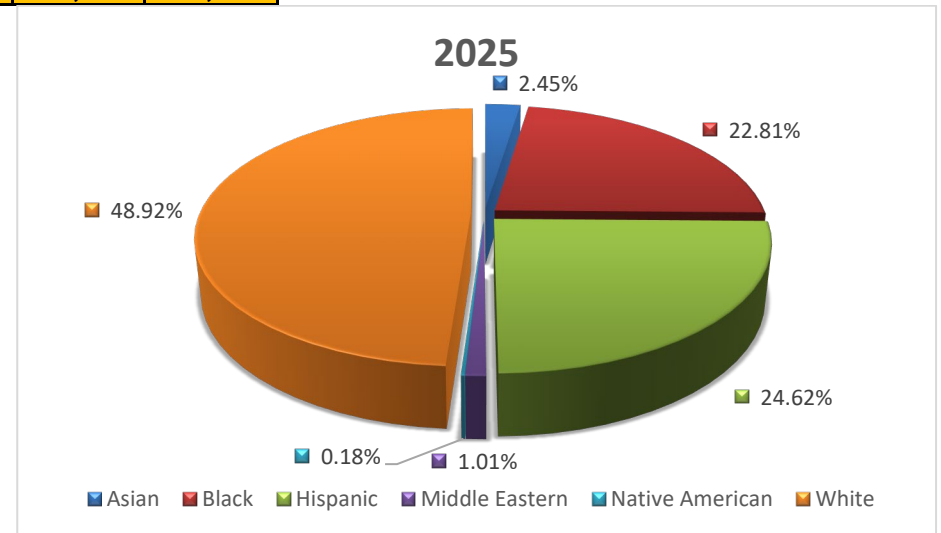
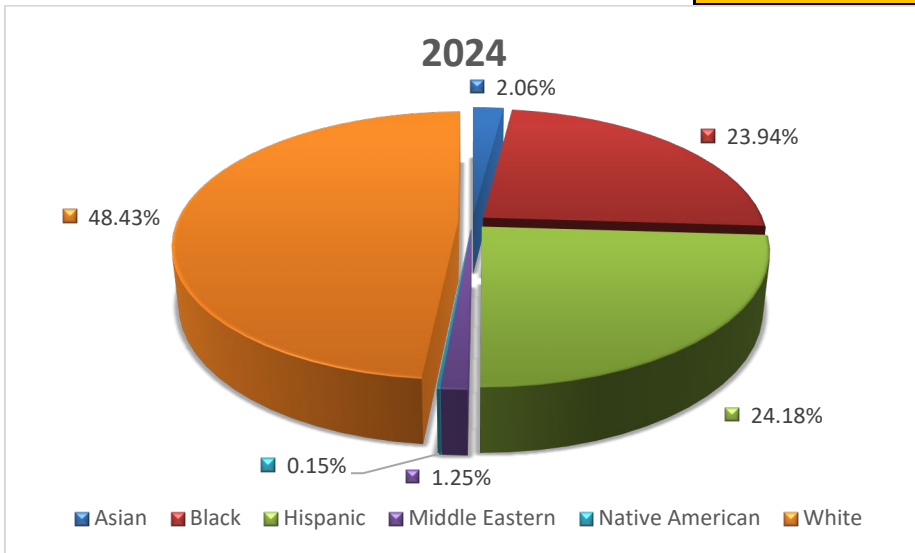


Tarrant County Sheriff's Office Racial Profiling TCSO 2025



Contact By Race 2024 vs 2025

	2024	2025
Asian	302	332
Black	3,514	3,085
Hispanic	3,549	3,331
Middle Eastern	183	137
Native American	22	24
White	7,110	6,618
Total	14,680	13,527



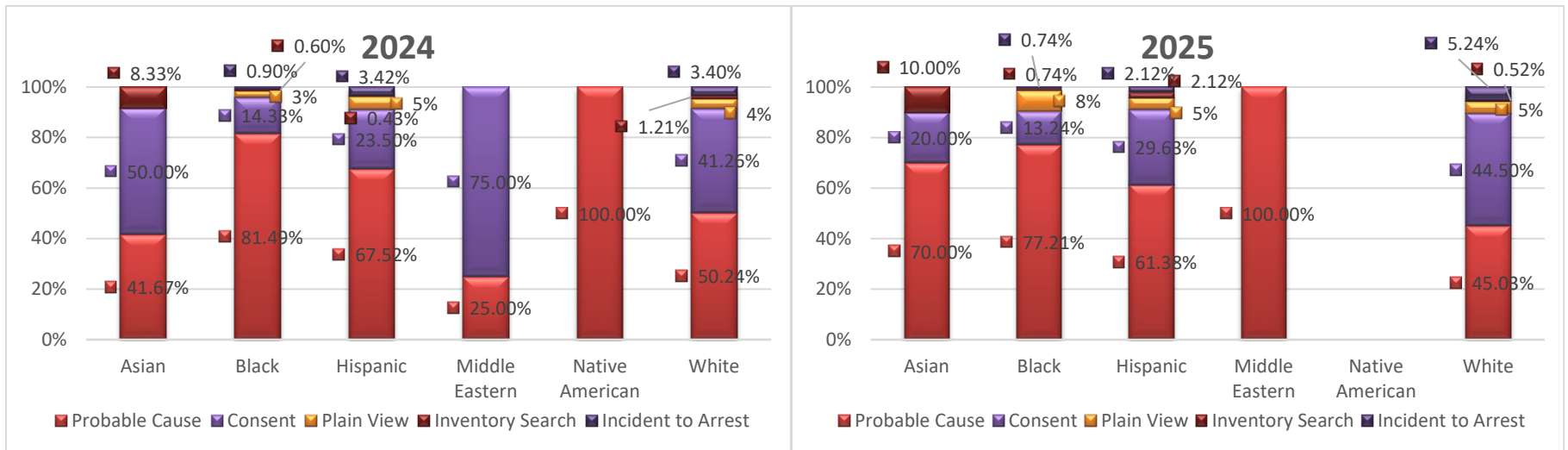


Tarrant County Sheriff's Office Racial Profiling TCSO 2025



Reason Search Conducted 2024 vs 2025

	Probable Cause		Consent		Plain View		Inventory Search		Incident to Arrest		Searches	
	2024	2025	2024	2025	2024	2025	2024	2025	2024	2025	2024	2025
Asian	5	7	6	2			1	1			12	10
Black	273	210	48	36	9	22	2	2	3	2	335	272
Hispanic	158	116	55	56	12	9	1	4	8	4	234	189
Middle Eastern	1	1	3								4	1
Native American	1										1	0
White	207	172	170	170	16	18	5	2	14	20	412	382
Total	645	506	282	264	37	37	9	9	25	26	998	854





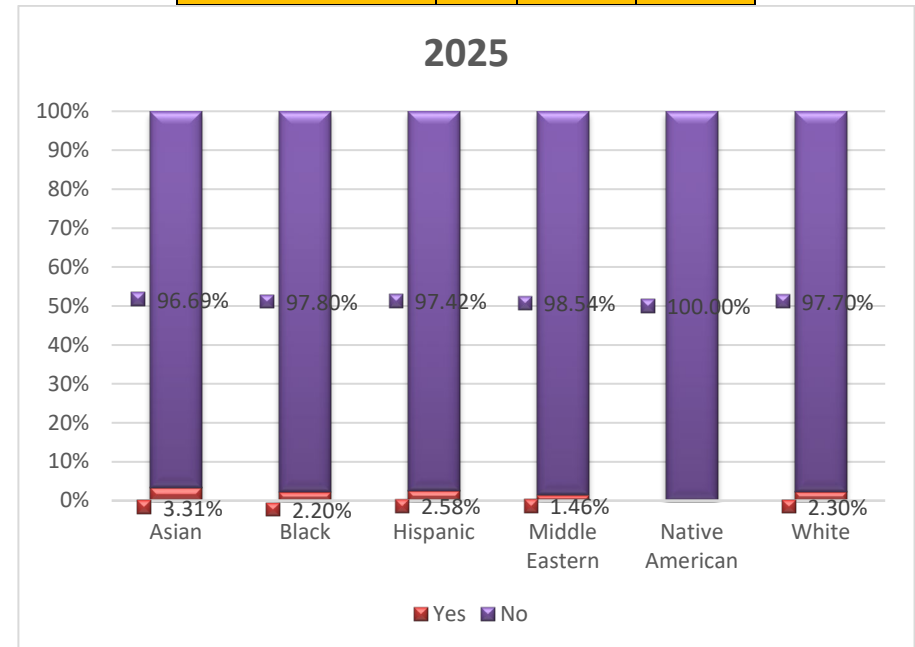
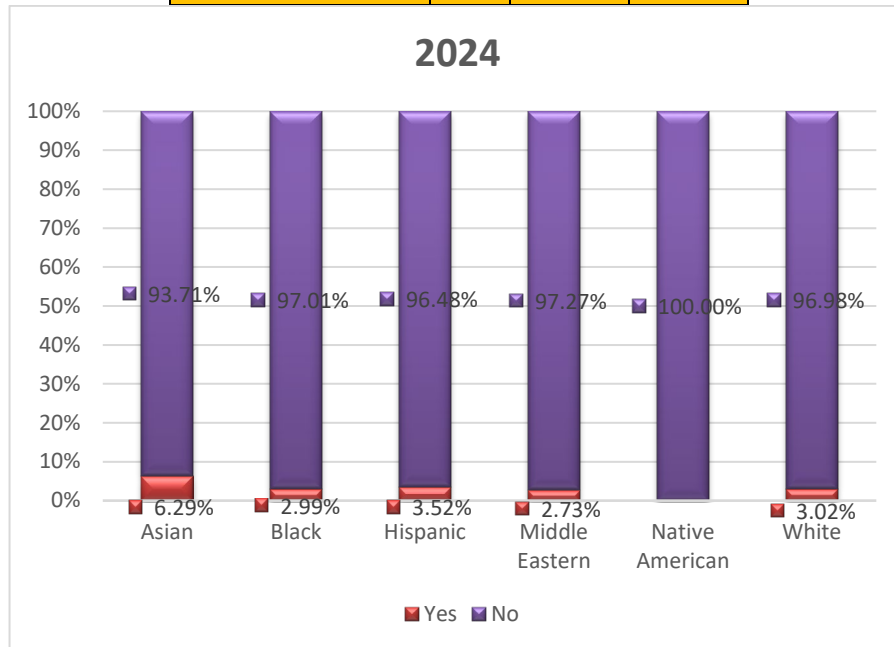
Tarrant County Sheriff's Office Racial Profiling TCSO 2025



Observe Driver Characteristics 2024 vs 2025

2024	Yes	No	Total
Asian	19	283	302
Black	105	3,409	3,514
Hispanic	125	3,424	3,549
Middle Eastern	5	178	183
Native American		22	22
White	215	6,895	7,110
Totals	469	14,211	14,680

2025	Yes	No	Total
Asian	11	321	332
Black	68	3,017	3,085
Hispanic	86	3,245	3,331
Middle Eastern	2	135	137
Native American		24	24
White	152	6,466	6,618
Totals	319	13,208	13,527





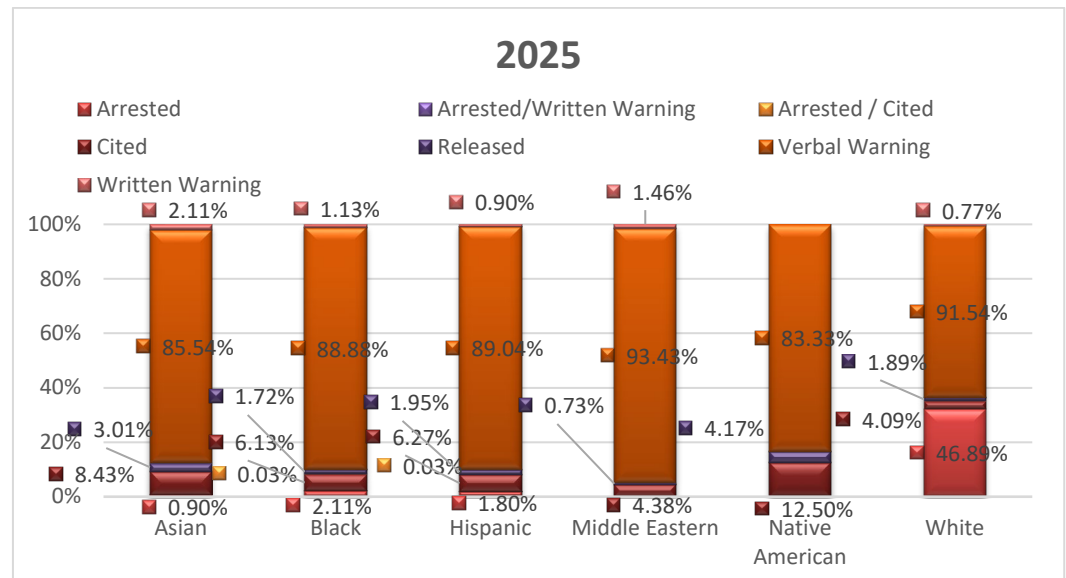
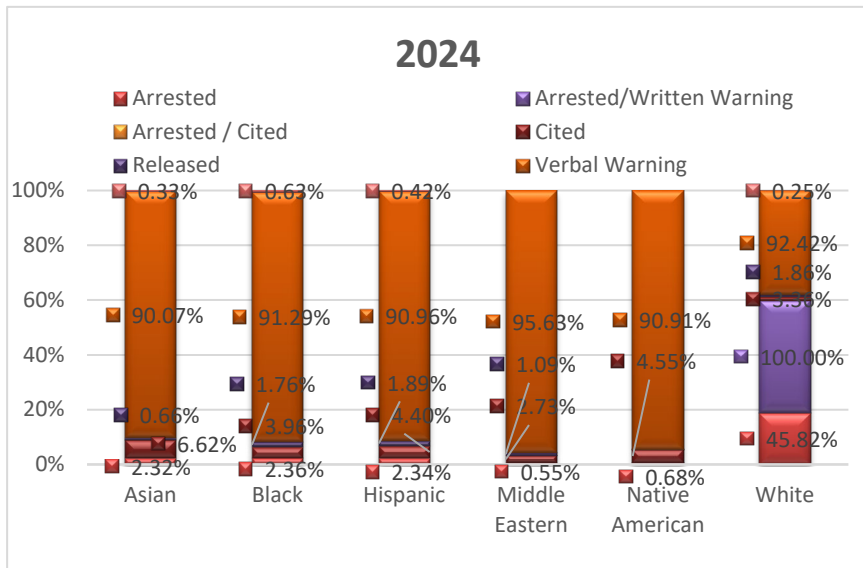
Tarrant County Sheriff's Office Racial Profiling TCSO 2025



Final Outcome of Contact 2024 vs 2025

2024	Arrested	Arrested /Written Warning	Arrested / Cited	Cited	Released	Verbal Warning	Written Warning	Total
Asian	7			20	2	272	1	302
Black	83			139	62	3,208	22	3,514
Hispanic	83			156	67	3,228	15	3,549
Middle Eastern	1			5	2	175		183
Native American	1			1		20		22
White	148	2		239	132	6,571	18	7,110
Total	323	2		560	265	13,474	56	14,680

2025	Arrested	Arrested/ Written Warning	Arrested / Cited	Cited	Released	Verbal Warning	Written Warning	Total
Asian	3			28	10	284	7	332
Black	65		1	189	53	2,742	35	3,085
Hispanic	60		1	209	65	2,966	30	3,331
Middle Eastern				6	1	128	2	137
Native American				3	1	20		24
White	113			271	125	6,058	51	6,618
Total	241		2	706	255	12,198	125	13,527



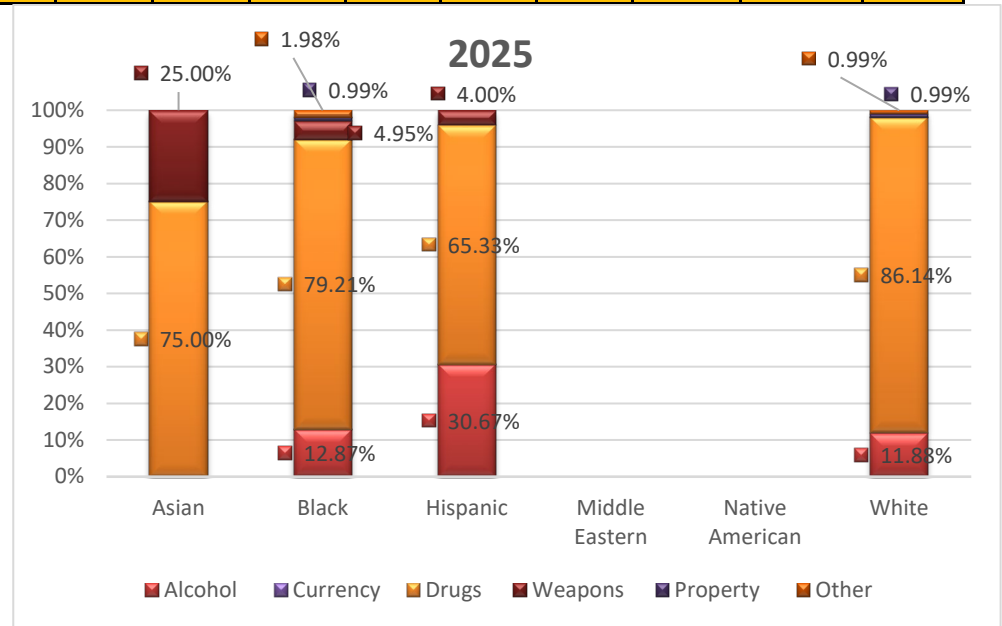
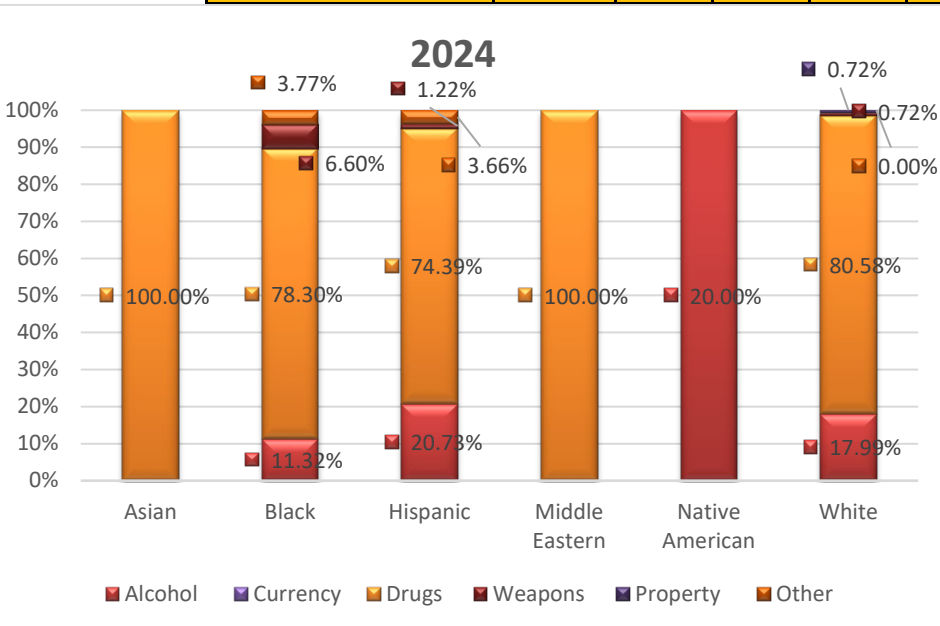


Tarrant County Sheriff's Office Racial Profiling TCSO 2025



Contraband Searches 2024 vs 2025

	Alcohol		Currency		Drugs		Weapons		Property		Other		Total	
	2024	2025	2024	2025	2024	2025	2024	2025	2024	2025	2024	2025	2024	2025
Asian					2	3		1					2	4
Black	12	13			83	80	7	5		1	4	2	106	101
Hispanic	17	23			61	49	1	3			3		82	75
Middle Eastern					1								1	0
Native American	1										4		5	0
White	25	12			112	87	1		1	1		1	143	101
Total	55	48			259	219	9	9	1	2	11	3	335	281





Tarrant County Sheriff's Office Racial Profiling TCSO 2025



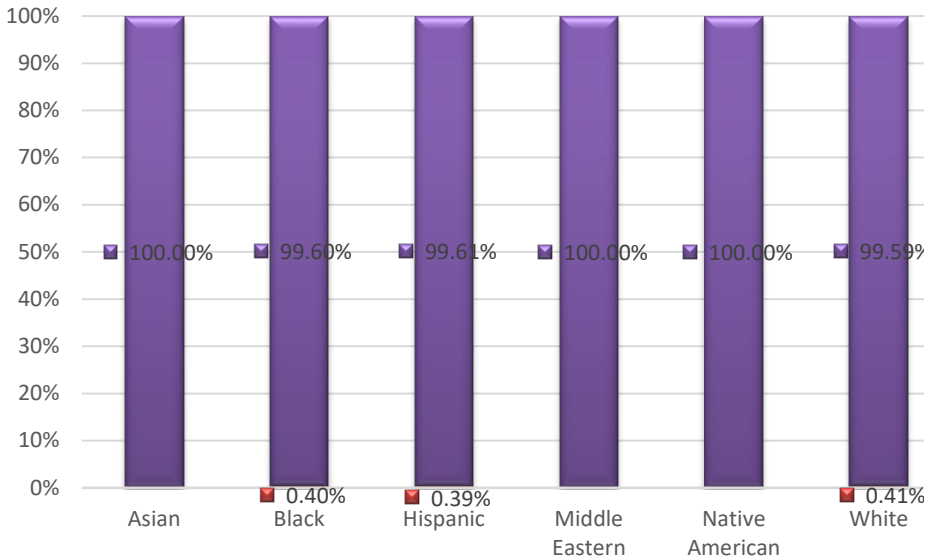
Recognize Driver Prior To Stop 2024 vs 2025

2024	Yes	No	Total
Asian		302	302
Black	14	3,500	3,514
Hispanic	14	3,535	3,549
Middle Eastern		183	183
Native American		22	22
White	29	7,081	7,110
Total	57	14,623	14,680

2025	Yes	No	Total
Asian	3	329	332
Black	15	3,070	3,085
Hispanic	17	3,314	3,331
Middle Eastern		137	137
Native American		24	24
White	39	6,579	6,618
Total	74	13,453	13,527

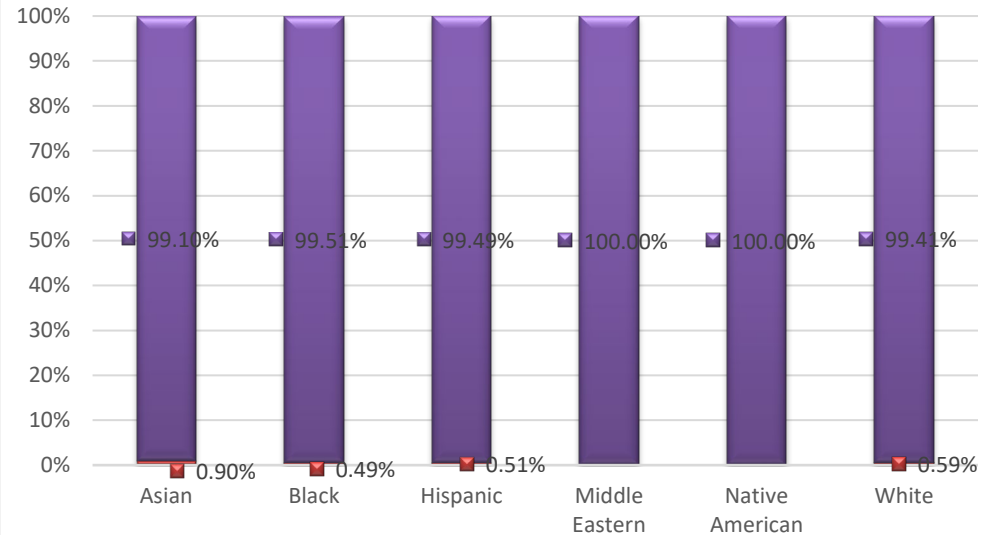
2024

■ Yes ■ No



2025

■ Yes ■ No





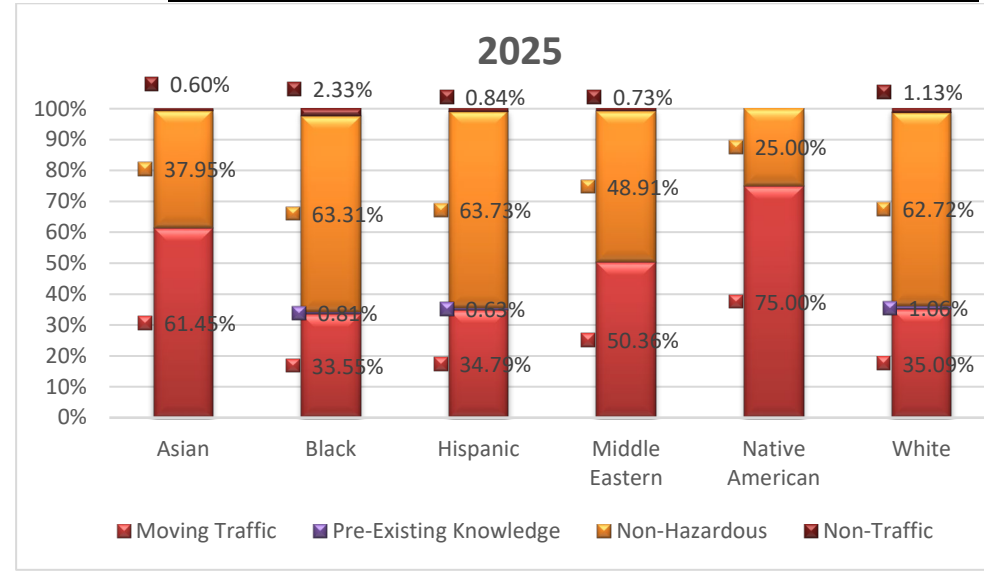
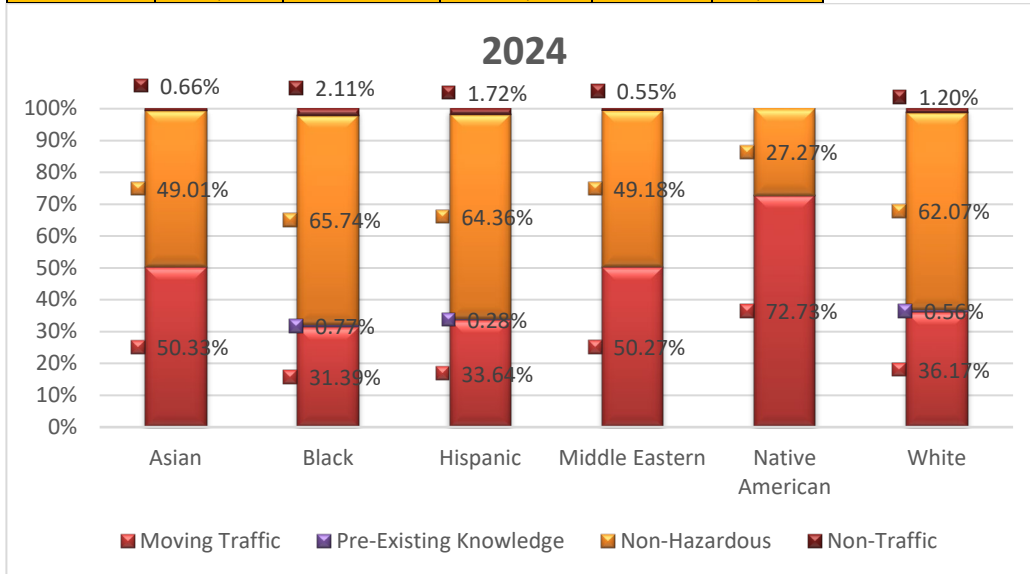
Tarrant County Sheriff's Office Racial Profiling TCSO 2025



Reason for Stop 2024 vs 2025

2024	Moving Traffic	Pre-Existing Knowledge	Non-Hazardous	Non-Traffic	Total
Asian	152		148	2	302
Black	1,103	27	2,310	74	3,514
Hispanic	1,194	10	2,284	61	3,549
Middle Eastern	92		90	1	183
Native American	16		6		22
White	2,572	40	4,413	85	7,110
Total	5,129	77	9,251	223	14,680

2025	Moving Traffic	Pre-Existing Knowledge	Non-Hazardous	Non-Traffic	Total
Asian	204		126	2	332
Black	1,035	25	1,953	72	3,085
Hispanic	1,159	21	2,123	28	3,331
Middle Eastern	69		67	1	137
Native American	18		6		24
White	2,322	70	4,151	75	6,618
Total	4,807	116	8,426	178	13,527



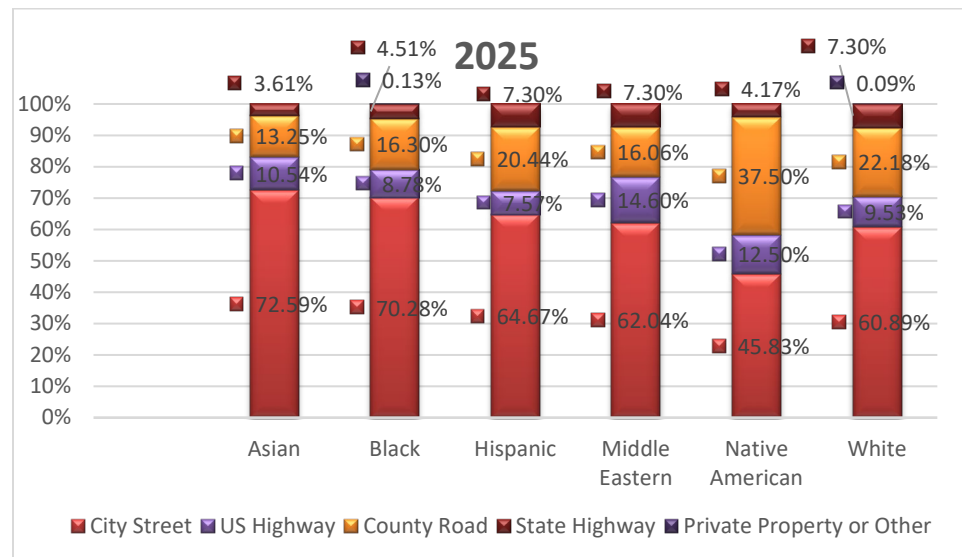


Tarrant County Sheriff's Office Racial Profiling TCSO 2025



Street Address or Approximate Location of the Stop 2025

2025	City Street	US Highway	County Road	State Highway	Private Property or Other	Total
Asian	241	35	44	12		332
Black	2,168	271	503	139	4	3,085
Hispanic	2,154	252	681	243	1	3,331
Middle Eastern	85	20	22	10		137
Native American	11	3	9	1		24
White	4,030	631	1,468	483	6	6,618
Total	8,689	1,212	2,727	888	11	13,527



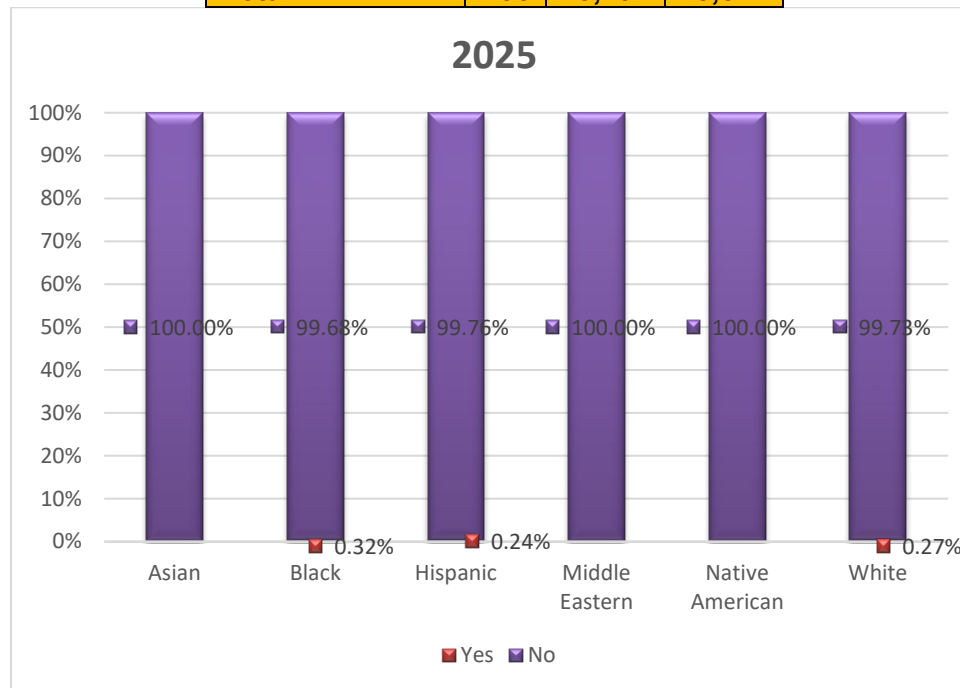


Tarrant County Sheriff's Office Racial Profiling TCSO 2025



Was Physical Force Resulting in Bodily Injury Used During Stop?

2025	Yes	No	Total
Asian		332	332
Black	10	3,075	3,085
Hispanic	8	3,323	3,331
Middle Eastern		137	137
Native American		24	24
White	18	6,600	6,618
Total	36	13,491	13,527





TARRANT COUNTY COMMISSIONERS COURT COMMUNICATION

Court Date: March 10, 2026

Court Order #:
{{customNumber.courtOrder}}

Page: 1 of 50

Department: Tax Assessor-Collector

Prepared By: Charlotte Sadler

Approved By: Andy Nguyen

SUBJECT:

Consideration of webDEALER License Agreements between Tarrant County, d/b/a Tarrant County Tax Assessor-Collector, and Certain Dealerships to Electronically Process Motor Vehicle Titles and Registrations

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider webDEALER License Agreements between Tarrant County, d/b/a Tarrant County Tax Assessor-Collector, and the following dealerships to electronically process motor vehicle titles and registrations:

Arlington C Motor Company LLC, d/b/a Clay Cooley CDJR
Arlington F Motor Company LLC, d/b/a Clay Cooley Ford
Arlington N Motor Company LLC, d/b/a Don Davis Nissan
Autobahn Cadillac Arl LLC, d/b/a Frank Kent Cadillac
Autobahn Cadillac FW LLC, d/b/a Frank Kent Cadillac
Carvana LLC, El Paso
Carvana LLC, San Antonio
Clay Cooley GMC Investments LLC, d/b/a Clay Cooley GMC
Kowcorp, Inc., d/b/a Cowtown Powersports

BACKGROUND

The Texas Department of Motor Vehicles (TXDMV) uses web-based systems known as webDEALER and WebSUB to allow entities to electronically process motor vehicle title applications and registrations. The requirement for dealers to use webDEALER for title and registration transactions became effective on July 1, 2025.

The Tarrant County Tax Assessor-Collector has the authority to grant dealerships access to the webDEALER system for title and registration processing through webDEALER License Agreements. These agreements also cover the necessary supplies required to process titles and registrations electronically, improving efficiency and saving time for the Tarrant County Tax Office.

The terms of these webDEALER License Agreements shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. The agreements may be terminated at any time by either party upon thirty (30) days' prior written notice.

The District Attorney's Office has approved these agreements as to form.

FISCAL IMPACT

Revenue and expenditures associated with additional transactions from entering into webDEALER agreements will be recognized in accordance with Transportation Code Section 520.006.

PASSED AND APPROVED on March 10, 2026.

**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.

Attachments

[Arlington C Motor Company LLC dba Clay Cooley CDJR.pdf](#)

[Arlington F Motor Company LLC dba Clay Cooley Ford.pdf](#)

[Arlington N Motor Company LLC dba Don Davis Nissan.pdf](#)

[Autobahn Cadillac Arl - signed - signed.pdf](#)

[Autobahn Cadillac FW - signed - signed.pdf](#)

[Carvana LLC, El Paso.pdf](#)

[Carvana LLC, San Antonio.pdf](#)

[Clay Cooley GMC Investments, LLC dba Clay Cooley Mitsubishi.pdf](#)

[Kowcorp, Inc., d/b/a Cowtown Powersports - signed - signed.pdf](#)



TARRANT COUNTY TAX OFFICE

Tax Assessor-Collector
100 E Weatherford, Room 105 • Fort Worth, Texas 76196-0301 •
817-884-1100
taxoffice@tarrantcountytx.gov

RICK BARNES

IN GOD WE TRUST

January 15, 2026

Dear Arlington C Motor Company LLC dba Clay Cooley CDJR

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

Arlington C Motor Company LLC dba Clay Cooley CDJR

THIS AGREEMENT is entered on this 15th day of January, 2026 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas, the Tarrant County Tax Assessor-Collector and **Arlington C Motor Company LLC dba Clay Cooley CDJR**

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 location 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 depositions 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:

Arlington C Motor Company LLC dba
Clay Cooley CDJR
1901 N Collins St
Arlington Tx 76011

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:

TAX ASSESSOR-COLLECTOR

Arlington C Motor Company LLC dba
Clay Cooley CDJR

Rick Barnes
Rick Barnes (01/23/2026 14:24:07 CST)

Rick Barnes
Tarrant County Tax

Beth LaCaze
Beth LaCaze (01/16/2026 11:24:51 CST)

Signature

Beth LaCaze Controller

Printed Name and 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"

**1901 N Collins St
Arlington Tx 76011**

PASSED AND APPROVED on _____.

**COUNTY OF TARRANT
STATE OF TEXAS**

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

APPROVED AS TO FORM:

Separate Electronic Signature Page
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.



TARRANT COUNTY TAX OFFICE

Tax Assessor-Collector
100 E Weatherford, Room 105 • Fort Worth, Texas 76196-0301 •
817-884-1100
taxoffice@tarrantcountytx.gov

RICK BARNES

INGOD WE TRUST

January 15, 2026

Dear Arlington F Motor Company LLC dba Clay Cooley Ford

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

Arlington F Motor Company LLC dba Clay Cooley Ford

THIS AGREEMENT is entered on this 15th day of January, 2026 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas, the Tarrant County Tax Assessor-Collector and **Arlington F Motor Company LLC dba Clay Cooley Ford**

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 location 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 depositions 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:

Arlington F Motor Company LLC dba
Clay Cooley Ford
633 N Watson Rd
Arlington Tx 76011

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:

TAX ASSESSOR-COLLECTOR

Arlington F Motor Company LLC dba
Clay Cooley Ford

Rick Barnes
Rick Barnes (01/23/2026 14:24:07 CST)

Rick Barnes
Tarrant County Tax

Beth LaCaze
Beth LaCaze (01/16/2026 11:24:51 CST)

Signature

Beth LaCaze Controller

Printed Name and 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"

633 N Watson Rd
Arlington Tx 76011

PASSED AND APPROVED on _____.

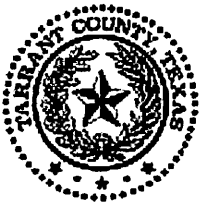
**COUNTY OF TARRANT
STATE OF TEXAS**

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

APPROVED AS TO FORM:

Separate Electronic Signature Page
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.



TARRANT COUNTY TAX OFFICE

Tax Assessor-Collector
100 E Weatherford, Room 105 • Fort Worth, Texas 76196-0301 •
817-884-1100
taxoffice@tarrantcountytx.gov

RICK BARNES

IN GOD WE TRUST

January 15, 2026

Dear Arlington N Motor Company LLC dba Don Davis Nissan

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

Arlington N Motor Company LLC dba Don Davis Nissan

THIS AGREEMENT is entered on this 15th day of January, 2026 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas, the Tarrant County Tax Assessor-Collector and **Arlington N Motor Company LLC dba Don Davis Nissan**

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 location 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 depositions 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:

Arlington N Motor Company dba
Don Davis Nissan
1320 E Interstate 20
Arlington Tx 76018

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:

Arlington N Motor Company LLC dba
Don Davis Nissan

TAX ASSESSOR-COLLECTOR

Rick Barnes

Rick Barnes (01/23/2026 14:24:07 CST)

Rick Barnes
Tarrant County Tax

Beth LaCaze

Beth LaCaze (01/16/2026 11:24:51 CST)

Signature

Beth LaCaze Controller

Printed Name and 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"

1320 E Interstate 20
Arlington Tx 76018

PASSED AND APPROVED on _____.

**COUNTY OF TARRANT
STATE OF TEXAS**

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

APPROVED AS TO FORM:

Separate Electronic Signature Page
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.



TARRANT COUNTY TAX OFFICE

Tax Assessor-Collector
100 E Weatherford, Room 105 • Fort Worth, Texas 76196-0301 •
817-884-1100
taxoffice@tarrantcountytx.gov

RICK BARNES

IN GOD WE TRUST

January 30, 2026

Dear Autobahn Cadillac Arl, LLC dba Frank Kent 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

Autobahn Cadillac Arl, LLC dba Frank Kent 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, the Tarrant County Tax Assessor-Collector and Autobahn Cadillac Arl, LLC dba Frank Kent 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 location 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 depositions 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:

Autobahn Cadillac Arl, LLC
dba Frank Kent Cadillac
701 E Interstate 20
Arlington TX 76018

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:

TAX ASSESSOR-COLLECTOR

Autobahn Cadillac Arl, LLC dba Frank Kent
Cadillac

Rick Barnes

Rick Barnes (02/04/2026 13:15:24 CST)

Rick Barnes
Tarrant County Tax

Kerry Hammit

Signature

Controller

Printed Name and 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"

701 E Interstate 20
Arlington TX 76018

PASSED AND APPROVED on _____.

**COUNTY OF TARRANT
STATE OF TEXAS**

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

APPROVED AS TO FORM:

Separate Electronic Signature Page
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.



TARRANT COUNTY TAX OFFICE

Tax Assessor-Collector
100 E Weatherford, Room 105 • Fort Worth, Texas 76196-0301 •
817-884-1100
taxoffice@tarrantcountytx.gov

RICK BARNES

IN GOD WE TRUST

January 30, 2026

Dear Autobahn Cadillac FW, LLC dba Frank Kent 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

Autobahn Cadillac FW, LLC dba Frank Kent 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, the Tarrant County Tax Assessor-Collector and Autobahn Cadillac FW, LLC dba Frank Kent 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 location 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 depositions 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:

Autobahn Cadillac FW, LLC
dba Frank Kent Cadillac
3500 W Loop 820 S
Fort Worth TX 76116

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:

TAX ASSESSOR-COLLECTOR

Autobahn Cadillac FW, LLC dba Frank
Kent Cadillac

Kerry Hammit

Rick Barnes

Rick Barnes (02/04/2026 13:14:58 CST)

Rick Barnes
Tarrant County Tax

Signature

Controller

Printed Name and 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"

3500 W Loop 820 S
Fort Worth TX 76116

PASSED AND APPROVED on _____.

**COUNTY OF TARRANT
STATE OF TEXAS**

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

APPROVED AS TO FORM:

Separate Electronic Signature Page
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.



TARRANT COUNTY TAX OFFICE

Tax Assessor-Collector
100 E Weatherford, Room 105 • Fort Worth, Texas 76196-0301 •
817-884-1100
taxoffice@tarrantcountytx.gov

RICK BARNES

IN GOD WE TRUST

January 16, 2026

Dear **Carvana LLC, El Paso**

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

Carvana LLC, El Paso

THIS AGREEMENT is entered on this 16th day of January, 2026 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas, the Tarrant County Tax Assessor-Collector and **Carvana LLC, El Paso**

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 location 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 depositions 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:

Carvana LLC, El Paso

1850 Northwestern Dr
El Paso TX 79912

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:

TAX ASSESSOR-COLLECTOR

Carvana LLC, El Paso


Rick Barnes (01/30/2026 15:06:42 CST)

Rick Barnes
Tarrant County Tax



Signature

Paul Breaux, General Counsel

Printed Name and 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"

1305 W 1st
Tempe AZ 85281

PASSED AND APPROVED on _____.

**COUNTY OF TARRANT
STATE OF TEXAS**

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

APPROVED AS TO FORM:

Separate Electronic Signature Page
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.



TARRANT COUNTY TAX OFFICE

Tax Assessor-Collector
100 E Weatherford, Room 105 • Fort Worth, Texas 76196-0301 •
817-884-1100
taxoffice@tarrantcountytx.gov

RICK BARNES

IN GOD WE TRUST

January 16, 2026

Dear **Carvana LLC, San Antonio**

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

Carvana LLC, San Antonio

THIS AGREEMENT is entered on this 16th day of January 2026 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas, the Tarrant County Tax Assessor-Collector and **Carvana LLC, San Antonio**

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 location 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 depositions 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:

Carvana LLC, San Antonio

5435 N Loop 1604 W
San Antonio Tx 78249

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:

Carvana LLC, San Antonio

TAX ASSESSOR-COLLECTOR

Rick Barnes

Rick Barnes (01/30/2026 15:06:13 CST)

Rick Barnes
Tarrant County Tax



Signature

Paul Breaux, General Counsel

Printed Name and 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"

1305 W 1st
Tempe AZ 85281

PASSED AND APPROVED on _____.

**COUNTY OF TARRANT
STATE OF TEXAS**

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

APPROVED AS TO FORM:

Separate Electronic Signature Page
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.



TARRANT COUNTY TAX OFFICE

Tax Assessor-Collector
100 E Weatherford, Room 105 • Fort Worth, Texas 76196-0301 •
817-884-1100
taxoffice@tarrantcountytx.gov

RICK BARNES

IN GOD WE TRUST

January 15, 2026

Dear Clay Cooley GMC Investments, LLC dba Clay Cooley Mitsubishi

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

Clay Cooley GMC Investments, LLC dba Clay Cooley Mitsubishi

THIS AGREEMENT is entered on this 15th day of January, 2026 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas, the Tarrant County Tax Assessor-Collector and **Clay Cooley GMC Investments, LLC dba Clay Cooley Mitsubishi**

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 location 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 depositions 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:

Clay Cooley GMC Investments, LLC dba
Clay Cooley Mitsubishi
1500 W Interstate 20
Arlington Tx 76017

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:

TAX ASSESSOR-COLLECTOR

Clay Cooley GMC Investments, LLC
dba Clay Cooley Mitsubishi

Rick Barnes

Rick Barnes (01/23/2026 14:24:07 CST)

Rick Barnes
Tarrant County Tax

Beth LaCaze

Beth LaCaze (01/16/2026 11:24:51 CST)

Signature

Beth LaCaze Controller

Printed Name and 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"

1500 W Interstate 20
Arlington Tx 76017

PASSED AND APPROVED on _____.

COUNTY OF TARRANT
STATE OF TEXAS

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

APPROVED AS TO FORM:

Separate Electronic Signature Page
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.



TARRANT COUNTY TAX OFFICE

Tax Assessor-Collector
100 E Weatherford, Room 105 • Fort Worth, Texas 76196-0301 •
817-884-1100
taxoffice@tarrantcountytx.gov

RICK BARNES

IN GOD WE TRUST

November 06, 2025

Dear Kowcorp, Inc, Cowtown Powersports, P497

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

Kowcorp Inc, Cowtown Powersports, P497

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 Kowcorp Inc, Cowtown Powersports, P497

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 location 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 depositions 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:

Kowcorp Inc, Cowtown Powersports, P497

4808 SE Loop 820
Fort Worth Tx 76140

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:

TAX ASSESSOR-COLLECTOR

Kowcorp Inc, Cowtown Powersports P497

Rick Barnes
Rick Barnes (01/23/2026 14:23:20 CST)

Rick Barnes
Tarrant County Tax

chris niles
chris niles (01/15/2026 16:14:11 CST)

Signature

Owner

Printed Name and 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"

4808 SE Loop 820
Ft Worth Tx 76140

PASSED AND APPROVED on _____.

**COUNTY OF TARRANT
STATE OF TEXAS**

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

APPROVED AS TO FORM:

Separate Electronic Signature Page
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.



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:
{{customNumber.courtOrder}}

Page: 1 of 2

Department: Tax Assessor-Collector

Prepared By: Charlotte Sadler

Approved By: Andy Nguyen

SUBJECT:

Consideration of Tax Office Deputizations

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the attached Tax Office Deputizations.

BACKGROUND

The Tax Assessor-Collector or his representative administered these deputizations listed on the attachment as prescribed by Texas Traffic Laws, Sec. 502.112., 502.113 and 502.114. 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 associated with this item.

Attachments

[Tax Deputizations January 2026.pdf](#)

Tax Office Deputizations January, 2026		
Name	Date	Entity
Aaron Hackett	January 5 2026	Tarrant County Tax Office Employee



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:
{{customNumber.courtOrder}}

Page: 1 of 6

Department: Tax Assessor-Collector

Prepared By: Charlotte Sadler

Approved By: Andy Nguyen

SUBJECT:

Receive and File the Transcript for Continuing Education Hours Earned by Rick Barnes, Tax Assessor-Collector

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court receive and file the transcript of earned continuing education hours for Rick Barnes, Tax Assessor-Collector.

BACKGROUND


Texas Property Tax Code 6.231(d) requires a county assessor-collector shall file annually a continuing education certificate of completion with the commissioners court of the county in which they hold office.

FISCAL IMPACT

There is no fiscal impact for this item.

Attachments

[RDB Certificates.pdf](#)



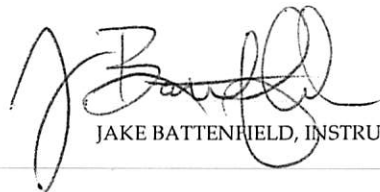
Certificate of Completion

THIS ACKNOWLEDGES THAT

Rick D. Barnes

#271585

HAS SUCCESSFULLY COMPLETED
PTEC COURSE 9—ADVANCED ASSESSMENT & COLLECTIONS
COURSE DATES: APRIL 28—30, 2025



JAKE BATTENFIELD, INSTRUCTOR

APRIL 30, 2025



TEXAS A&M
AGRI LIFE
EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE

OF COMPLETION

THE TAX ASSESSOR-COLLECTOR ASSOCIATION OF TEXAS AWARDS THIS CERTIFICATE TO

Rick Barnes

FOR SUCCESSFULLY COMPLETING 4 HOURS OF EDUCATIONAL TRAINING

AS REQUIRED FOR TACA PROFESSIONAL DESIGNATION CERTIFICATION

Advanced Designation: Team Building

Galveston, TX

Robin Harper
TACA Education Committee Chair

Jennifer Baldwin
TACA Education Coordinator

June 01, 2025



Certificate of Completion

Rick Barnes

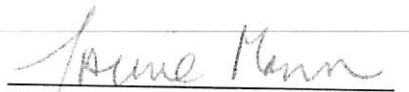
has successfully completed

Truth-N-Taxation Course #28

On

June 24-26, 2025

16 Continuing Education Credits


Laurie Mann, Course Instructor

Hosted by: Ellis County Tax Office

Certificate of Completion

This certifies that

Ricky Barnes

Has successfully completed

**HB 3834: Texas Cybersecurity Awareness
Training 2025**

Completed on 7/7/2025

Certificate of Completion

THIS ACKNOWLEDGES THAT

Rick D. Barnes

HAS SUCCESSFULLY COMPLETED
PTEC COURSE 8—ASSESSMENT & COLLECTIONS
COURSE DATES: OCTOBER 28-31, 2025

Connie Rose

Connie Rose, Instructor

October 31, 2025





**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 3

Department: Engineering Services

Prepared By: Sarah VanTassel

Approved By: Joseph Jackson

SUBJECT:

Public Hearing - To Consider Establishing a Speed Limit of 30 MPH on Briar Road - Precinct 4

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court conduct a public hearing to receive public comment regarding the establishment of a speed limit on Briar Road in Precinct 4 and, following the conclusion of the public hearing, consider approval of the 30 MPH speed limit recommended by the County Engineer.

BACKGROUND

A request from an area resident for speed limit signage prompted a site visit and speed study to evaluate an appropriate posted speed limit for Briar Road, from the dead end north of Portwood Road south to Reed Road. The County Engineer has completed a speed study and recommends a maximum posted speed of 30 MPH. Briar Road is established as County Road 4114.

On February 10, 2026, the Commissioners Court, through Court Order #146641, approved publication of a notice of public hearing scheduled for March 10, 2026, to consider establishing a speed limit of 30 MPH on Briar Road. The notice was published in compliance with Texas Transportation Code Section 251.152.

FISCAL IMPACT

The fiscal impact to Tarrant County will be \$62.47 per sign for a total of \$187.41. Funding is available in account 26100-2026 Road and Bridge Fund / 6410300000 Precinct 4 Maintenance / 558041 Road Signs.

Attachments

[TIA - Briar Road.pdf](#)

[Location Map.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: Establishing a speed limit of 30 MPH on Briar Road.

County Department: Engineering Services

Contact Person: Joseph Jackson, County Engineer

Phone Number of Contact Person: 817 884-1250

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?

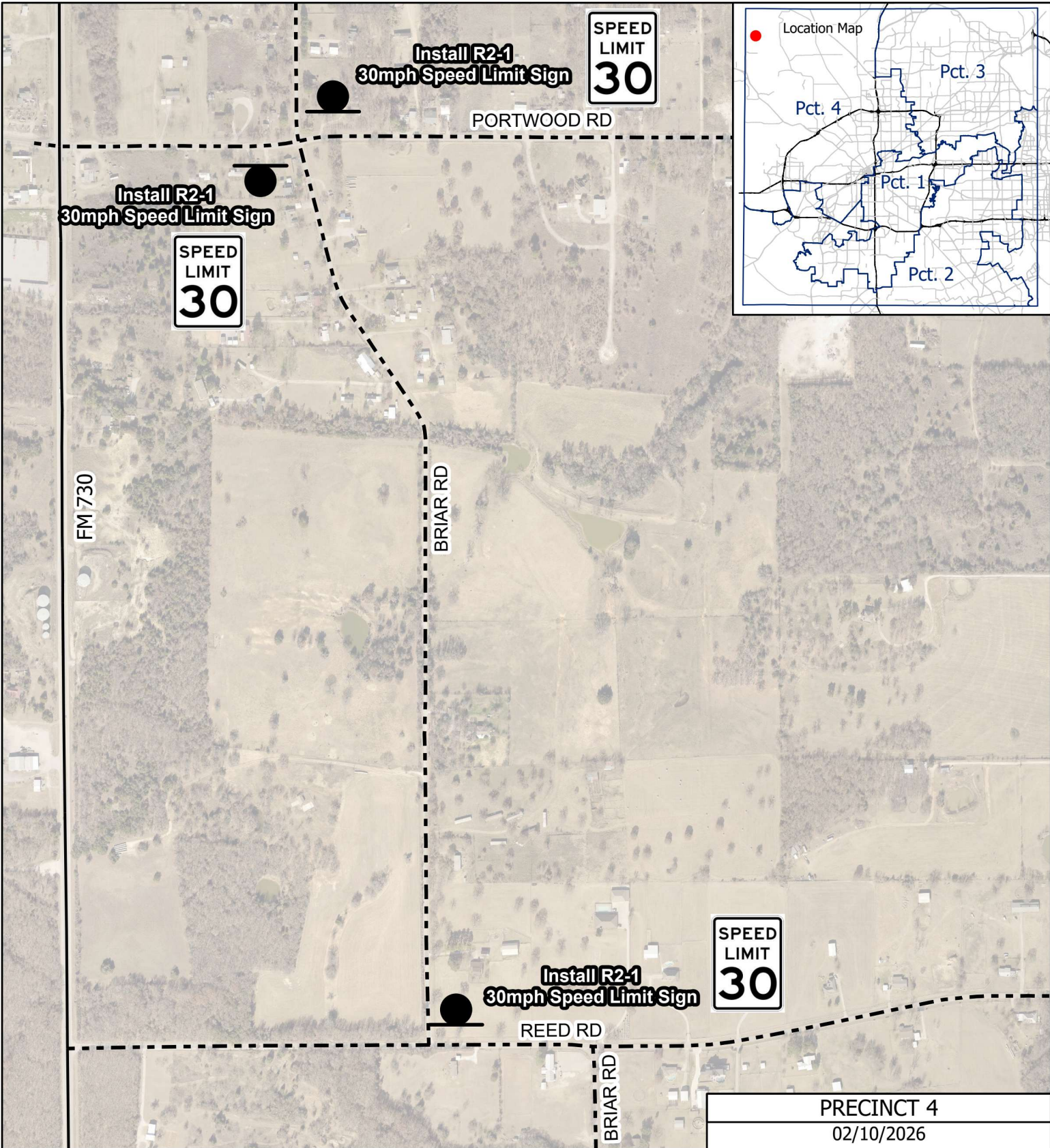
YES _____ NO X_____

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 DEPARTMENT OF
ENGINEERING SERVICES**

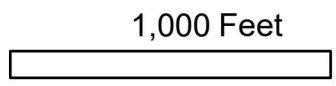
200 Taylor St., Suite 305
Fort Worth, Texas 76196



Phone (817) 884-1250
Fax (817)884-1178

PRECINCT 4
02/10/2026

BRIAR ROAD 30MPH
SPEED LIMIT RECOMMENDATION
EXHIBIT 1



GRAPHIC SCALE IN FEET





**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 43

Department: Community
Development

Prepared By: Susan Au

Approved By: James A. McClinton,
Director

SUBJECT:

Public Hearing - To Consider the Draft Program Year 2026 Annual Action Plan - Community Development

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court conduct a public hearing to consider the draft Program Year (PY) 2026 Annual Action Plan (AAP). Public comments received will be presented to the Commissioners Court on April 14, 2026, when the Court will be asked to consider approval of the final PY 2026 AAP for submission to the U.S. Department of Housing and Urban Development (HUD), in accordance with 24 CFR Part 91 as part of the annual funding process.

BACKGROUND

To fulfill HUD regulatory requirements, public comments will be received regarding the proposed draft PY 2026 AAP. HUD has not yet released PY 2026 allocations; however, the proposed strategies, goals and objectives are based on anticipated funding levels consistent with PY 2025 allocations, as follows:

Community Development Block Grant (CDBG): \$4,163,451.00
HOME Investment Partnerships Program (HOME): \$1,477,462.51
Emergency Solutions Grant (ESG): \$ 253,814.00

The AAP specifies how available funds will be used to address priority needs and specific goals identified in the Five-Year Consolidated Plan for unincorporated Tarrant County and consortium cities. The PY 2026 AAP covers the period beginning July 1, 2026 and ending June 30, 2027.

The public participation process includes a published notice, a thirty (30) day public comment period, and a public hearing. Public comments will be accepted through the conclusion of this public hearing. The results of the public hearing and public comment period will be presented to the Commissioners Court on April 14, 2026, when the Court will be asked to consider approval of the final PY 2026 AAP.

FISCAL IMPACT

There is no fiscal impact to Tarrant County. Costs associated with the administration of this document will be paid with grant funds through grant #B-25-UC-48-0001.

Attachments

[DRAFT2026AAPweb.pdf](#)



SUMMARY OF FUNDING FOR PROGRAM YEAR (PY) 2026 ACTION PLAN

	PY 2024 Allocation	PY 2025 Allocation	PY 2026
CDBG – Tarrant County	2,887,940.00	2,863,714.00	TBD
CDBG – Euless	383,529.00	382,318.00	TBD
CDBG – North Richland Hills	369,989.00	360,300.00	TBD
CDBG – Grapevine	264,136.00	245,857.00	TBD
CDBG – Mansfield	302,686.00	311,262.00	TBD
HOME Investment Partnerships Program (HOME)	1,437,719.26	1,477,462.51	TBD
Emergency Solutions Grant (ESG)	254,138.00	253,814.00	TBD
Reallocated CDBG funds	410,761.24	100,303.03	243,048.05
Program Income (CDBG)	1,150.00	1,250.00	1,150.00
TOTAL	\$6,312,048.50	\$5,996,280.54	

PY 2026 allocations have not yet been released by the U.S. Department of Housing and Urban Development (HUD). In order to plan and be timely in submissions and expenditure, Community Development planned using 2025 allocations. The combined Tarrant County formula allocations for Community Development Block Grants (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grants (ESG) for PY 2025 was \$5,894,727.51 which includes CDBG entitlement city funds for Cities of Euless, Grapevine, North Richland Hills and Mansfield. *CDBG and HOME funds may be eligible within unincorporated Tarrant County and within 30 consortium cities in Tarrant County, which excludes Arlington, Fort Worth and Grand Prairie; these cities receive and manage their own direct HUD allocations. City of Burleson was eligible to be their own entitlement in 2023, but has chosen to remain within Tarrant County's consortium as a non-entitlement city.*

From the January 14, 2026 Mayors' Council's Ranking Committee, the following Group B cities have been ranked in the following tiers where funding will be applied to an infrastructure project within each city.

Tier 1 - \$ 160,000	Tier 2 - \$ 150,000	Tier 3 - \$ 140,000
Azle	Everman	Forest Hill
Blue Mound	Richland Hills	Haltom City
Saginaw		Hurst
Watauga		Kennedale



SUMMARY OF ANNUAL OBJECTIVES FOR PROGRAM YEAR 2026*

As an Urban Entitlement County, Tarrant County must comply with the Consolidated/Action Plan requirements in order to receive funding for formula-based HUD programs. Tarrant County Community Development is responsible for overseeing the public notification process, approval of projects, and the administration of these grants.

- Approximately \$2,699,789 of PY2026 CDBG funds and \$243,048.05 from prior year funds will be applied to 14 Public Infrastructure Improvement activities and program delivery costs under the area-wide benefit.
- \$441,653 of PY2026 CDBG funds, CDBG funds from prior years, and \$39,656 reallocated from 2025 completed infrastructure for owner-occupied housing rehabilitation activities will provide for the availability and accessibility of decent housing for an at least 15 households.
- \$180,000.00 in CDBG funds will be used to continue CDBG public service activities for supportive housing services and case management to provide for the availability and accessibility of decent housing to approximately 30 households as part of the TBLA 114 housing program grant.
- The Archway (formerly SafeHaven of Tarrant County) applied for \$42,000 in CDBG public services funds to continue the SafeSchools initiative to provide primary violence prevention education for approximately 900 children in Title 1 schools throughout Tarrant County. Approval will be based on Precinct administrators review.
- Approximately \$120,983 in ESG funds will provide operating cost assistance for homeless shelters serving approximately 10,645 homeless individuals. Five (5) nighttime and one (1) daytime shelter requested funding.
- Approximately \$112,595 in ESG funds will assist with homelessness prevention efforts by providing short-term (i.e., up to three (3) months) rental and utility assistance for extremely low-income households with eviction letters. Approximately 25 families in cities outside of the cities of Arlington, Fort Worth, and Grand Prairie will be assisted.
- \$300,000 in HOME funds will assist approximately 20 potential homebuyers with down payment and assistance costs to purchase a new home. \$634,618 from 2025 HOME funds will be reallocated, a slight decrease from the original 2025 plan.
- \$221,619 in 2026 HOME CHDO set aside funds (HUD 15% minimum requirement) for any of the following activities: the acquisition and/or rehabilitation of rental housing; new construction of rental housing; acquisition and/or rehabilitation of homebuyer properties; new construction of homebuyer properties; and direct financial assistance to purchasers of HOME-assisted housing that has been developed with HOME funds by the CHDO. \$436,341 from 2025 HOME will be reallocated to HOME CHDO set aside.
- \$808,097 in 2026 HOME funds will be used for developer hard and soft costs to add to the affordable housing stock by developing new housing or acquiring and rehabilitating existing housing. \$258,757 from 2025 HOME will be reallocated to HOME developer fees.
- \$967,990 for administration of the federal funding referenced above.

* All above amounts are estimates based on 2025 HUD allocations. Exact amounts will be available in the final Action Plan available on the CDD website. The PY 2026 Action Plan is available for review at the Community Development office, online at <https://www.tarrantcounty.com/en/community-development-and-housing-department.html> and upon request.



PY 2026 ACTION PLAN

Tarrant County, TX

Contact Information: Please submit questions and comments by email to James A. McClinton, JAMcClinton@tarrantcountytx.gov, or by mail, Tarrant County Community Development, Attn: James A. McClinton, 2501 Parkview Dr., Ste. 420, Fort Worth, TX 76102. Residents may also call 817-850-7940 for more information.

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AP-05 Executive Summary

Program Year (PY) 2026 (July 1, 2026-June 30, 2027) is the second (2nd) year of the Tarrant County Consortia Five- (5-) Year Consolidated Plan (2025-2029). This planning process combines the application, planning, and reporting requirements for Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) funds. As an urban entitlement, Tarrant County must comply with the Consolidated Plan requirements to receive funding for these formula-based programs.

HUD has not released 2026 allocations to date. The following plan is based on Tarrant County 2025 allocations for each grant: CDBG, \$4,163,451.00; HOME, \$1,477,462.51; and ESG, \$253,814.00.

Summarize the objectives and outcomes identified in the Plan

HUD instructions: *This could be a restatement of items, or a table listed elsewhere in the Plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis, or the strategic plan.*

Tarrant County activities will address the objectives and outcomes identified in the Plan by providing low- and moderate- income residents with a suitable living environment and decent, safe, affordable housing.

CDBG

Approximately \$2,699,789.60 in CDBG funds will be used for public infrastructure activities under area-wide benefit, including project delivery costs. \$243,048.05 from previous unspent CDBG allocations from completed 2024 projects in North Richland Hills and Richland Hills will be reallocated for 52nd year (PY 2026) infrastructure activities. In PY 2026, approximately 28,330 people in 14 Tarrant County cities will be assisted with improved access to infrastructure benefits.

\$441,653.40 from PY 2026 CDBG funding, \$39,656 reallocated from 2025 completed infrastructure, and previous unspent CDBG allocations to rehab will be used for the rehabilitation of at least 15 owner-occupied single-family housing units and program administration. One (1) full home rehab with a cap of \$32,000 per home assisted, 12 priority repairs with a cap of \$15,000 per home assisted, and two (2) ADA barrier removals capped at \$5,000 per home assisted, are estimated to be completed.

Tentatively \$222,000 in PY 2025 CDBG funds to be used for two (2) public service activities. \$180,000.00 will be used for case management for enrolling an estimated 30 families/80 people experiencing homelessness into the Tarrant County Transitional Housing Program, and \$42,000 will potentially assist 900 youth through The Archway's (formerly, SafeHaven of Tarrant County) SafeSchools Anti-Bullying Program.

Remaining CDBG funds will be used for the administration of these programs, planning, and meeting other federal requirements.

HOME

2026 HOME funding will focus on increasing affordable housing inventory by adding to the housing stock with CHDO set aside funds, developer hard and soft costs, continuing to support the homebuyer assistance program, and administration costs. Match will be provided by the CHDO, developer and the homebuyer providing 25% match for the homebuyer assistance activities.

\$300,000 in HOME funds will assist approximately 20 potential homebuyers with down payment and assistance costs to purchase a new home.

\$221,619 in HOME CHDO set aside funds (HUD 15% minimum requirement) for any of the following activities: the acquisition and/or rehabilitation of rental housing; new construction of rental housing; acquisition and/or rehabilitation of homebuyer properties; new construction of homebuyer properties; and direct financial assistance to purchasers of HOME-assisted housing that has been developed with HOME funds by the CHDO. \$436,341 from 2025 HOME will be reallocated to HOME CHDO set aside.

\$808,097 will be used for developer hard and soft costs to add to the affordable housing stock by developing new housing or acquiring and rehabilitating existing housing. \$258,757 from 2025 HOME will be reallocated to HOME developer fees.

Remaining HOME funds will be used for the administration of these programs, planning, and meeting other federal requirements.

ESG

Approximately \$120,983 in ESG dollars will provide funding for emergency shelter operations to provide temporary housing for approximately 10,645 individuals experiencing homelessness at overnight shelters and a daytime shelter. Approximately \$112,595 will be allocated to pay short-term rental assistance for at least 25 households with eviction notices or notices to vacate through Homelessness Prevention programming. The remaining funds will pay for administration, reporting, training, and Homeless Management Information System (HMIS) data administration costs.

Evaluation of past performance

HUD instructions: *This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.*

The Program Year begins July 1st and typically, grant agreements from HUD and funds are received by August or earlier. After the 43-day federal government shut down in fall 2025, HUD grant agreements and funds for PY 2025 Annual Action Plan (AAP) were received on December 5, 2025. The timeliness expenditure rate of CDBG will be above the 1.5% threshold due to delayed processing.

CDBG PY 2023 – Two (2) infrastructure projects in Grapevine and Mansfield are under construction.

CDBG PY 2024 –completed and closed two (2) projects in North Richland Hills and Richland Hills.

CDBG PY 2025 –Due to late receipt of grant, all CDBG public works projects are in early stages of plan review and pre-construction.

As of January 1, 2026, 20 single-family owner-occupied homeowner rehabilitations (Full rehabilitations and priority repairs), funded by CDBG and HOME, have been completed. 166 duplicated students received anti-bullying and anti-violence education through Archway's (formerly, SafeHaven) SafeSchools program using 2024 funds. 2025 contracts for SafeSchools program were delayed and approved on December 18, 2025 due to Federal furlough and the County's limited schedule to approve contracts. CDBG funds currently provide case management services to seven (7) families experiencing homelessness. The case managers assist homeless families that receive competitive Continuum of Care grants funds in rental assistance; however, with changes to the CoC program, fewer clients are being

assisted due to volatile nature of current CoC funds. More families will be assisted when HUD policies for the CoC program are made clear.

Often referred through United Way's 2-1-1 hotline and other service agencies, HOME-ARP funds were used to provide Tenant Based Rental Assistance (TBRA) to assist 22 low-income families/45 persons with rental assistance. No 2025 ESG funds were used to assist rental residents due to the delay in receiving funds. However, ESG funds assisted emergency shelters with operating costs, fully exhausting PY 2024 funds and beginning to expend PY 2025 funds starting in December 2025; rising utility costs across the nation demonstrate the demand for this type of operational assistance. HMIS data, reporting, and technical assistance have been received when requested.

The affordable housing market has not been favorable. Further, the costs of materials and construction remain high. This combination has made HOME funding out of reach for many developers; however, Tarrant County continues to work with CHDO's and developers to add affordable housing. The Patterson Heights development of 32 HOME funded townhomes in the City of Mansfield is currently under contract. Construction is anticipated summer 2026.

Summary of citizen participation and consultation process

Tarrant County encourages citizen participation in the development of planning documents, particularly from low- to moderate-income target areas. Public notices are prepared and published for public meetings held in accordance with Tarrant County policy, resulting in at least two (2) public meetings a year with additional public hearings as needed for any substantial amendments. Further, Consortium-member cities have additional opportunities for public comment as public infrastructure projects are considered. Additional details of this process are included in Section AP-12.

One substantial amendment occurred during PY 2025 on January 13, 2026 to add \$20,000.00 in funding for a new ESG funded rapid re-housing project in light of CoC funding challenges. Funds were reallocated from ESG homelessness prevention program to fund the new program. No comments nor objections were made.

PR-05 Lead & Responsible Agencies

The Tarrant County Community Development Department (CDD), a division of the Tarrant County Administrator's Office, has been designated as the lead agency for the development and implementation of the jurisdiction's Five- (5-) Year Consolidated Plan and is charged with the preparation and the submission of the annual Action Plan to the U.S. Department of Housing and Urban Development (HUD) on behalf of the Tarrant County Consortium and four (4) entitlement Cities under joint agreements: Euless, Grapevine, Mansfield, and North Richland Hills. Additionally, CDD is responsible for overseeing the public notification process, program management, and administration of these grants¹, including the environmental review process for all proposed projects.²

¹ CDBG, ESG, and HOME

² Environmental reviews are kept on file at the TCCD offices and through the HUD Environmental Review Online System (HEROS).

Housing Opportunities for Persons with AIDS (HOPWA) and HOPWA COVID-19 (HOPWA-C) are administered by the Tarrant County HIV Administrative Agency housed within the County Judge's Office.

A summary of the responsible agencies can be found in **Table 1** of the Appendix.

AP-10 Consultation

As the Lead Agency, Tarrant County's Community Development Department (CDD) continues to work collaboratively with area partners and organizations interested in improving local neighborhoods and the community at-large. These partners and organizations include, but are not limited to:

- Cities within the Mayors' Council of Tarrant County
- Partnership Home, lead Continuum of Care (CoC) agency
- Non-profit agencies
- Agencies that are funded with other federal funds for housing assistance programs

All priorities are reviewed and discussed at Tarrant County meetings, workshops, public forums, and public hearings held throughout the year and specific measures are taken to ensure that residents of low- to moderate-income target areas are invited to participate. Additionally, representatives from each Precinct are invited to participate in scoring program proposals.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health, and service agencies.

The Mayors' Council of Tarrant County (the "Council") is a nonprofit organization of local elected officials dedicated to working on countywide challenges and initiatives together and establishes priorities for CDD under the guidance of Tarrant County Administration. Each Tarrant County City is represented on the Council by their mayor and may serve on various committees and boards as needs arise in the community. The Council meets six (6) times per year. In between meetings, CDD staff maintains constant dialogue among Consortium members. Topics of discussion have included public health challenges, legislative updates, quality of life, efforts to end homelessness, and partnerships. Information gathering has cumulated into action on several occasions, including convening on mental health and law enforcement and transportation efforts.

The director of CDD also serves on the CoC board to help provide input on needs through city and county perspective and will relay services available from service agencies to government departments. This coordination helps better assist residents in need.

Describe coordination with the Continuum of Care (CoC) and efforts to address the needs of people experiencing homelessness, particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth, and those at-risk of homelessness. The Continuum of Care (CoC), City of Fort Worth, City of Arlington, and Tarrant County meet on a quarterly basis to discuss how to best allocate funding amongst nonprofit agencies to best serve clients through high performance standards and HMIS data collection. Since the Cities of Fort Worth and Arlington only serves nonprofit agencies within their respective city limits, Tarrant County aids beyond those bounds within its Consortium area through subrecipient agreements and in-house homelessness prevention efforts.

Tarrant County will continue to consult with the CoC regarding performance standards for activities under ESG by discussing how to produce uniform reports across all partner agencies. Quarterly meetings with city grantees and the CoC lead have been reinstated in 2025 to continue collaboration during fiscally fragile times.

The Consolidated Plan, Annual Action Plan, Consolidated Annual Performance and Evaluation Report (CAPER), and quarterly e-Snaps reports will be used to guide performance standards. Data-driven information and evaluation of each service provider's effectiveness show how well the service provider succeeded at (1) targeting those who need the assistance most; (2) reducing the number of people experiencing homelessness; (3) reducing the length of time people experience homelessness; and (4) reducing each program participant's housing barriers and/or housing stability risks.

Describe consultation with the CoC that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies, and procedures for the operation and administration of HMIS.

Tarrant County will assist as many people experiencing homelessness as possible by funding operational costs of emergency shelters that are mainly located in Arlington and Fort Worth. As programs serving the same population emerge and evolve, Tarrant County continues to work closely with the CoC and area agencies to ensure resources are directed efficiently. Performance standards were developed in 2014 and have been updated to ensure data entered in HMIS is correct and reflective of actual funds expended. Partnership Home continues to train agency staff and provide technical support to ensure data is correct in the system.

During quarterly meetings, discussion regarding the increased need for homelessness prevention services has led to increased funding of these programs and improved communication to expend funds timely by providing improved service to those in need that qualify. Tarrant County continues to meet with the City of Arlington, City of Fort Worth, and Partnership Home to ensure timely response to needs. Past meetings have made collaboration between public and nonprofit partners seamless.

Describe the agencies, groups, organizations, and others who participated in the process and consultation.

Agencies, groups, and organizations who participated may be found in **Table 2** of the Appendix.

Identify any agency types not consulted and provide rationale for not consulting.

Agencies such as the Veterans Administration (VA), Meals on Wheels, and Tarrant County Area Agency on Aging were not formally consulted as ESG funds are specific for services for people experiencing homelessness. That said, clients from these organizations were provided information about Tarrant County programs in other ways. For example, to assist Veterans currently being served by the VA, Tarrant County provides flyers to the VA on home rehabilitation for distribution so that Tarrant County may better serve Veterans and their families.

Identify other local, regional, state, and/or federal planning efforts considered when preparing the plan.

Other local, regional, state, and/or federal planning efforts considered may be found in **Table 3** of the Appendix.

Tarrant County's ARPA funds from U.S. Treasury funded many programs, including food programs, daycare facilities, and an array of social services. CDD anticipated additional requests for funding for ongoing support of programs; however, changes federally have re-directed needs and programs have adapted to the changing needs. Following national trends of counterparts in the nation and the latest federal information from National Association of County Community and Economic Development (NACCED) helps anticipate federal spending structures and regulations to design the annual action plan.

AP-12 Participation

Tarrant County encourages resident participation in the development of its planning documents, including the Annual Action Plan and Five- (5-) Year Consolidated Plan. As previously stated, public notices are prepared and published for public meetings held in accordance with Tarrant County policy, resulting in at least two (2) public meetings a year for the Annual Action Plan and CAPER, as well as additional public meetings for substantial amendments. Public comments are also received in each Consortium-member City where CDBG funds will be used in accordance with policy as well as through Advisory Councils, including Mayors' Council, partner agencies, and Partnership Home to capture public comments from vulnerable populations and incorporate them into final documents.

Public notification of public hearings takes place at least ten (10) days prior to the hearing date. Notifications from Tarrant County are published in the Commercial Recorder and posted online. Public hearings are held at central locations which are convenient to residents and ADA accessible to people with disabilities. Interpreters are provided upon request per Tarrant County policy. Additionally, Tarrant County policy also calls for at least one (1) technical assistance workshop each year. Tarrant County ensures that the Texas Open Meetings Act (Local Government Code, Chapter 551) is followed whenever applicable.

All public comments are captured in final documents. Annual Action Plans, CAPERs, and other formal reports are available in the CDD Office and online and may also be emailed or mailed on request.

An overview of participation outreach efforts may be found in **Table 4** of the Appendix.

Public Notice, Hearings, and Meetings

Tarrant County published a public notice summarizing the proposed draft Action Plan for PY 2026 in the Commercial Recorder on February 6, 2026, opening the 30-day public comment period. A public hearing will be held at 10:00 AM on March 10, 2026 in Tarrant County Commissioners Court, 100 E. Weatherford St., Fort Worth, TX 76196, concluding the public comment period.

The Mayors' Council of Tarrant County will review the Action Plan at their regularly scheduled meeting on April 6, 2026. A copy of this Resolution will be included in the final appendix.

Summary of public comments

No comments were made from past year substantial amendments or CAPER 2024. Any comments regarding the 2026 Action Plan will be provided in the appendix of the final Action Plan.

Summary of public comments or views not accepted and the reasons for not accepting them

To be determined.

AP-15 Expected Resources

Introduction

The primary resources available for the implementation of Tarrant County's Annual Action Plan (AAP) are federal funds available through the Community Development Block Grant (CDBG), the HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG). For special needs populations, such as people experiencing homelessness, Tarrant County competes for Continuum of Care (CoC) funding. In 2021, competitive Housing Opportunities for People with AIDS (HOPWA) grants were moved to the Judge's Office, where they remain housed today.

In 2020, additional COVID-19 funding was provided through the CARES Act, commonly referred to as "CV" funding. Tarrant County received its own allocations of CBDG-CV, ESG-CV, and HOME-ARP funding, which are administered by the Community Development Department. ESG-CV grant has been completed in December 2024 with a final balance of \$547.70 to be re-captured by HUD. CBDG-CV will be completed by June 12, 2026 with an anticipated balance of approximately \$150,000.00. HOME-ARP funding is currently contracted for supportive services to assist special qualifying populations (QPs) and is expended on TBRA to further prevent homelessness for those with evictions or notices to vacate.

The Tarrant County Housing Finance Corporation (HFC) has the authority to issue bonds for affordable housing activities. Additionally, proceeds from these funds may be used to support service agencies throughout the Tarrant County community.

Local service agencies have other funding streams available to them to carry out their respective missions. These funding sources include, but are not limited to, private funds and donations, local grants, and foundation funding. Often, these funding streams provide greater flexibility than federal dollars.

CDBG funds are allocated and spent in each Consortium-member City with eligible projects specifically assisting predominantly low- to moderate-income populations and CDBG-eligible areas. To be considered a CDBG-eligible area, at least 51 percent (51%) of the population must be considered low- to moderate-income households, based on the latest HUD calculations or HUD-approved income survey. Currently, there are no other designated general "target areas." \$243,048.05 in carry over funds from completed 2024 projects in Richland Hills and North Richland Hills will be reallocated to 2026 infrastructure projects. \$39,656 from a completed 2024 infrastructure project in Forest Hill will be reallocated to the home rehabilitation program.

2025 HOME funds will be readjusted to the following based on need and CHDO versus Developer costs. Homebuyer assistance will decrease to \$634,618.00, CHDO set-aside will decrease to \$436,341.00, and developer hard and soft costs of \$258,757.26 will be added.

Other program funds, such as those for the single-family homeowner rehabilitation program, represent a direct benefit activity, and are allocated on a first-come, first-served basis to ensure that all eligible residents will have the same opportunity to benefit from limited resources. When adding affordable housing, geographic locations of projects will be based on the extent of housing need in that area as determined by careful market analyses. Other factors influencing the location of affordable housing development include the technical capacity of selected development teams and the ability of beneficiaries to match effort.

An overview of anticipated resources may be found in **Table 5** of the Appendix.

Explain how federal funds will leverage additional resources (e.g., private, state, and local), including a description of how matching requirements will be satisfied.

CDBG funds do not require matching funds; however, approximately \$1,609,430 will be leveraged from non-federal sources by Cities for PY 2026 infrastructure projects. The HOME program will match at least 25 percent (25%) from all funding outside of administrative costs, including prior years, to successfully execute their projects through participating Consortium Cities, developers, and CHDOs.

The 100 percent (100%) match for ESG shelter operations is provided by each participating emergency shelter through in-kind salary costs incurred, private donations, and/or the United Way. Matching funds for ESG Administration and Homelessness Prevention programming will be matched by CoC grants awarded to Tarrant County.

If appropriate, describe publicly owned land or property within the jurisdiction that may be used to address the needs identified in the Plan.

Tarrant County does not typically own land for the purposes of the activities outlined in the Plan.

Other Discussion

ESG-CV grant was completed in December 2024 with a final balance of \$547.70 to be re-captured by HUD. CDBG-CV will be completed by June 12, 2026. HOME-ARP funding is currently contracted for supportive services, homebuyer activities, and tenant-based rental assistance (TBRA) to assist special qualifying populations (QPs).

AP-20 Annual Goals and Objectives

Goal summary information may be found in **Table 6** of the Appendix.

Description of goals may be found in **Table 7** of the Appendix.

AP-35 Projects

Introduction

Tarrant County allocates a significant portion of CDBG funds to infrastructure improvement; the highest priority identified in the 2025-2029 Consolidated Plan. The next priorities are to rehabilitate single-family owner-occupied homes, add affordable housing, and provide homeowner assistance within the Tarrant County Consortium service area. Finally, providing public services through case management, operating

costs for emergency shelters, rental assistance to prevent homelessness and education to youth round out the priorities for PY 2026.

Project information may be found in **Table 8** of the Appendix.

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs. As outlined in the Introduction, priorities were identified according to need to provide the greatest assistance to the greatest number of people. Improving basic infrastructure directly assists residential neighborhoods and indirectly assists all the lines and roads in various cities throughout the County. Focusing on individual homeowners provides direct assistance where homeowners may not have enough funds to repair and upkeep existing homes or acquire their own home. Market events and supply chain issues created obstacles to meet all identified needs; delays in receiving materials prolonged construction projects. Finding qualified contractors for reasonable costs has also been difficult; however, Tarrant County has added new eligible contractors due to expanded outreach efforts.

AP-38 Projects Summary

Projects summary information may be found in **Table 9** of the Appendix.

AP-50 Geographic Distribution

Describe the geographic areas of the entitlement, including areas of low-income and minority concentration) where assistance will be directed.

Tarrant County is an “urban county entitlement” comprised of a 30-city Consortium for 2024 through 2026. The following Cities are members: Azle, Bedford, Benbrook, Blue Mound, Burleson, Colleyville, Crowley, Dalworthington Gardens, Euless, Everman, Forest Hill, Grapevine, Haltom City, Haslet, Hurst, Keller, Kennedale, Lakeside, Lake Worth, Mansfield, North Richland Hills, Pantego, Richland Hills, River Oaks, Saginaw, Sansom Park, Southlake, Watauga, Westworth Village, and White Settlement. Letters to each municipality were mailed and emailed on May 4, 2023, for the 2024 through 2026 period.

Additionally, Tarrant County has joint administrative agreements with four (4) entitlement cities to administer CDBG funds for each. The City of Burleson was eligible to be an entitlement city in 2023; however, the City opted to remain with the Tarrant County Consortium.

All low- to moderate-income area wide benefit activities for PY 2026 are based on the 2025 HUD calculations of U.S. Census data. As previously stated, areas served using CDBG must meet the minimum of 51 percent (51%) threshold to be eligible, as Tarrant County is no longer considered an “exception grantee” since 2021. For HOME-funded projects, market studies and environmental reviews are conducted prior to further investment to ensure affordable housing exists in connection with transportation options, infrastructure availability, quality schools, medical care, and other amenities, to support quality of life.

Geographic distribution information may be found in **Table 10** of the Appendix.

Automatic recertification for the 2027 through 2029 Consortium will take place during summer 2026. During this time, Cities may opt in or out of the consortium whereby remaining within the consortium allows cities access to HUD funds through Tarrant County’s allocation.

Rationale for the priorities for allocating investments geographically

Ten (10) cities and four (4) entitlement cities in the Tarrant County Consortium have submitted proposals for CDBG funds for these areas. In PY 2012, Tarrant County anticipated a cut in CDBG funding and split the Consortium members into two (2) groups, which would alternate receipt of annual funding. The split was dictated by the weight of annual activities, County Precinct, and geographic grouping. With rising costs and more expensive projects, the groups remain split. Group B will receive funding in PY 2026, and all even years. Group A received funding in PY 2025, and all odd years. The four (4) entitlement cities, Euless, Grapevine, Mansfield, and North Richland Hills, continue to receive annual funding.

Funding group distributions may be found in **Table 11** of the Appendix.

CDBG public services funding will be available for all Tarrant County Consortium members with eligible projects, and Tarrant County at-large for certain eligible populations.

All areas within the Tarrant County Consortium service area will be eligible for ESG and HOME funding based on qualifications for respective programs. Arlington, Fort Worth, and Grand Prairie have their own HUD funding and manage their own programs. Only in cases where programs serve countywide, rather than a specific area, will funding be spent in Arlington, Fort Worth, and/or Grand Prairie.

Discussion

There are pockets of cities with areas of low-income and minority concentrations; however, all cities within the Tarrant County Consortium are treated in the same way and funding is shared across the membership. In doing so, cities are more open to assisting each other in other programs, resulting in more significant economic development opportunities that may benefit areas with greater needs. Tarrant County strongly encourages cities to collaborate on projects and to provide more cohesive systems.

AP-55 Affordable Housing

Introduction

Tarrant County Community Development will foster relationships with nonprofit and for-profit groups throughout the year to promote the development, construction, production, and maintenance of affordable housing opportunities. Leveraging HOME funds with Low-income Housing Tax Credit (LIHTC) projects and other bond programs will help add affordable housing units with longer affordability periods in the community. In the past, Tarrant County has funded multifamily rental projects, both new construction and acquisition-rehabilitation, along with the funding of single-family housing scattered throughout the Consortium service area and will continue to do so in partnerships with CHDOs and the development community. This year's continued focus on assisting potential homebuyers to acquire their own home is another avenue to provide affordable housing. In addition to the programs outlined above, Tarrant County will use ESG funds for homeless prevention activities, ensuring Tarrant County residents are able to stay in their homes rather than be evicted due to nonpayment of rent.

One-year goals for affordable housing by support requirement and type, are available in **Tables 12 and 13** of the Appendix, respectively.

Discussion

The actual number may exceed the goals. Households experiencing homelessness will be supported through competitive Continuum of Care (CoC) grants that are not reflected in HUD annual entitlement grant reporting.

AP-60 Public Housing

Introduction

There are currently six (6) providers of HUD-assisted housing in Tarrant County: Tarrant County Housing Assistance Office (TCHAO), Fort Worth Housing Solutions (FWHS), Grand Prairie Housing Authority, Arlington Housing Authority, Grapevine Housing Authority, and Haltom City Housing Authority. Each entity manages their own programs; however, TCHAO, Grapevine Housing Authority, and Haltom City Housing Authority are covered under this Plan as Grapevine and Haltom City are members of the Tarrant County Consortium.

The public housing inventory located in Grapevine and Haltom City is generally well-managed and in good condition. There are 3,440 Housing Choice Vouchers (HCVs) through TCHAO, including 159 vouchers for the Family Reunification Program, 43 for the Foster Youth Initiative, 89 for Emergency Housing, 200 for Veterans Affairs Supportive Housing, 250 for Non-elderly Disabled, 220 for Mainstream, 99 for Grapevine Housing Authority, and 188 for Corsicana Housing Authority. TCHAO currently works with 1,025 landlords that accept vouchers. There are approximately 500 households on the waitlist as of January 6, 2026.

As of 2016, the Grapevine Housing Authority only administers their public housing program. Grapevine Housing Authority owns 98 housing units located on five (5) streets nearby. Rent is based on approximately 30 percent (30%) of the household's income or a flat rent rate (resident's choice). Starr Place has 20 units for elderly and disabled residents: 10 efficiencies, eight (8) one- (1-) bedrooms, one (1) ADA one- (1-) bedroom, and one (1) two- (2-) bedroom. West Texas Street has 19 units for elderly and disabled residents: eight (8) efficiencies, 10 one- (1-) bedrooms, and one (1) ADA two- (2-) bedroom. Starnes/Brewer has nine (9) housing units for families consisting of six (6) two- (2-) bedrooms and one (1) ADA two- (2-) bedroom located on North Starnes and two (2) three (3-) bedrooms located on Brewer. South Scribner has 10 family housing units consisting of eight (8) two- (2-) bedrooms and two (2) three- (3-) bedrooms. West Worth has 40 housing units for elderly and disabled units consisting of 37 one- (1-) bedrooms and three (3) ADA one- (1-) bedrooms. Grapevine Housing Authority has an established Resident Council that sponsors social and informational activities.

Housing Authority of Haltom City administers a public housing program where the agency manages one (1) project with 150 affordable rental units within one building. The majority of tenants are elderly or have families.

Tarrant County will continue to coordinate with local housing authorities on issues that impact both parties. Since 2000, each of the local housing authorities have developed five- (5-) year agency plans and annual plans under federal requirements.

Actions planned during the next year to address the needs of public housing

TCHAO does not own any public housing; however, Grapevine and Haltom City own housing units as described in previous sections. At this time, none of the local housing authorities have plans to add to the affordable housing inventory; however, all will continue to meet the needs of current tenants and make improvements to housing units as needed. Overall, transportation needs have been the main request and is an ongoing challenge for Tarrant County as a whole.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

In homeownership program meetings, potential homeowners obtain credit reports, learn how to interpret them, and receive assistance to clean-up their credit scores prior to purchasing a home. TCHAO uses the same criteria established by HUD for the HCV Homeownership Option program. TCHAO has established a minimum down payment requirement of at least three percent (3%) of the purchase price and requires at least one percent (1%) of the purchase payment to come from the family's personal resources. TCHAO also requires that financing will be provided, insured, or guaranteed by the state or federal government and complies with all underwriting requirements.

TCHAO also manages a Family Self-Sufficiency (FSS) program to enable participating HCV households to achieve economic independence and self-sufficiency. The FSS Program is an employment and savings incentive program that provides families with a unique opportunity to free themselves of government assistance. During the five- (5-) year contract period, the family continues to pay 30 percent (30%) of their income as a portion of rent. As their earned income increases, their portion of the rent increases, and the housing subsidy decreases, the amount of decrease in subsidy is deposited into an escrow account. Upon the household's successful completion of the contract, the escrow account is awarded to the family to be used for purchasing a home and/or other purposes. TCHAO funds match all earned income increases during the time the household is enrolled in the program. It is not uncommon for graduates to receive checks that range from \$200 to over \$23,000.

Grapevine Housing Authority and the Haltom City Housing Authority do not have FSS programs (or equivalent) due to the older population currently served in the public housing program and a lack of funding.

If the PHA is designated as "troubled," describe the manner in which financial assistance or other assistance will be provided

TCHAO, Grapevine Housing Authority, and the Haltom City Housing Authority are not considered troubled PHAs. In fact, TCHAO is considered exemplary.

Discussion

As previously stated, TCHAO does not own any public housing. Arlington, Fort Worth, and Grand Prairie each have their own housing authorities which assist and house the same populations. Please refer to those cities for additional information.

AP-65 Homeless and Other Special Needs Activities

Introduction

Tarrant County Community Development collaborates with the CoC and Partnership Home to ensure continuity of service across the County. With over 200 individual members representing over 40 organizations, the CoC contracts with Partnership Home to plan and manage HMIS for data collection. Subcommittees and work groups are developed within the CoC to ensure needs are kept up with demands and changes. Goals and objectives are made through these groups and approved through a certification of consistency with applications for funding opportunities, including the annual CoC grants.

Tarrant County participates in meetings with other local, state, and federal agencies to assist people with special needs that are not experiencing homelessness. For example, solutions for transportation challenges for people with mental and/or physical impairments are discussed, analyzed, and planned with partner transportation agencies, mental health service providers, employers, North Central Texas Council of Governments (NCTCOG), and Tarrant County. Tarrant County will continue to participate in trainings, meetings, and activities for people who are not experiencing homelessness, but have other special needs, as those opportunities arise. It is often the lack of funding that inhibits execution of forward-thinking solutions.

Goals and actions for reaching out to people experiencing homelessness, especially those who are unsheltered, and assessing their individual needs

These goals will be met by continuing to be an active member of the CoC's various committees and participating in coordinated entry. Through coordination, state ESG funds administered by Partnership Home are used to support agencies conducting street outreach. Partnership Home and Hands of Hope outreach teams hope to reach people experiencing unsheltered homelessness. The Improvement, Coordination, and Training Committee (ICT) also reviews and provides input into the Plan objectives. The ICT Committee meets at least monthly to discuss current matters to help best serve people experiencing homelessness. If pressing challenges arise, information will be provided to the CoC Board of Directors for immediate action. Finally, assessment tools will be evaluated and modified continually as needed by the CoC with input from Tarrant County

Goals and actions for addressing the emergency shelter and transitional housing needs of people experiencing homelessness

Tarrant County Community Development will continue to work with CoC agencies and Partnership Home to increase diversion and prevention activities. People experiencing homelessness can sometimes be diverted to family and friends with assistance of transportation or case management. Often, the barrier is being able to reach family and friends or not understanding what is available for a particular situation. Housing navigators can help explain resources and direct and divert people accordingly. Increasing income through benefits and employment continues to be a need of those residing in transitional housing options. Workforce Solutions for Tarrant County is an excellent resource for providing information about available jobs and skills training. Additionally, case managers direct participants to resources that support jobs or education, such as childcare. Funding has also been obtained by Partnership Home to support diversion and rapid exit efforts.

Goals and actions for helping people experiencing homelessness, especially chronically homeless individuals and families, families with children, Veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Tarrant County addresses permanent housing, length of stay, and prevention through the CoC Coordinated Entry System (CES). Partnership Home is responsible for administering the CES along with the planning and evaluation of program effectiveness. Clients entering the local system are evaluated through CES to identify the most appropriate housing intervention and screened for employment and benefit eligibility. Diversion efforts are utilized throughout the process. Tarrant County plays a critical role in the CES process by engaging in planning and implementation efforts and serving on relevant CoC committees who oversee and evaluate local efforts.

Goals and actions for helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are being discharged from publicly-funded institutions and systems of care, such as healthcare facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions, or receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Assisting people to avoid homelessness and ensuring people and their families stay housed is a top priority for Tarrant County., ESG prevention funds are budgeted to assist those who are housed and are threatened with eviction and potential homelessness. Coordination with other agencies that assist with health, social services, employment, education, and youth needs are vital and done through the CoC's committees. Tarrant County is an active member of the CoC committees and meets with Partnership Home to assist in planning efforts to reduce homelessness.

As previously stated, Partnership Home is the lead agency and is responsible for the planning and evaluation of the effectiveness of services in the CoC. Partnership Home facilitates the CES for the CoC. Part of this process includes landlord engagement, a critical component to identify resources and build relationships necessary to help individuals maintain existing housing. Additionally, the CES process incorporates agencies that address physical and mental health, social services, employment, education, and/or youth needs. Work is being done to better coordinate services for high utilizers of the emergency medical services, enhancing the work of the CES moving forward.

Discussion

As Tarrant County begins to add mental health facilities throughout the County, communication with nonprofits and emergency personnel will continue to provide these special needs populations with mental health services.

AP-75 Barriers to Affordable Housing

Barriers to affordable housing include lack of monetary resources, lack of information to maintain housing (e.g., legal, operational), and lack of availability. For those that have housing vouchers, there is

great difficulty in finding a landlord that will accept the vouchers due to such high demand from at-market priced renters. To further exasperate availability for low-income renters, the Texas Local Government code, states that a municipality may not pass an ordinance or set a regulation "that establishes a maximum sales price for a privately produced housing unit or residential building lot." Tarrant County will add to the affordable housing inventory through HOME funding when opportunities arise. Working with member cities and the development community to add affordable housing is as important as working with regional partners to improve alternate mobility options, employment, and affordable childcare.

Often saving for an initial down payment can be a barrier to homeownership, especially given the current cost of living. As the market becomes more favorable for renters to become homebuyers, Tarrant County will provide homebuyer assistance through its HOME grant, leading homebuyers to a path of financial stability.

The Community Development Department receives fair housing complaints from Tarrant County residents. The Department provides informational resources, such as Legal Aid or additional programs, as well as technical guidance to residents as well as property managers and owners. This education helps break down potential affordable housing barriers and resolve potential issues before they become significant challenges.

Actions planned to remove or alleviate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies, zoning ordinances, building codes, fees and charges, growth limitations, and policies impacting the return on residential investment

Tarrant County will continue the following actions in PY 2026 to remove the negative effects of public policies that serve as barriers to affordable housing: (1) continue to work with the CoC and local agencies to expand public and private resources and use other resources to assist in improving housing and community needs. For example, by applying for grants outside of HUD and creating partnerships with other agencies and nonprofits, Tarrant County may reach the same clientele on different levels; (2) educate and encourage Consortium members and agencies to leverage federal funding to produce more cost-effective housing and engage in economic development and community development programs; (3) seek more opportunities with private entities and/or nonprofit agencies to enhance current programs and services; and (4) explore opportunities and educate local communities on lowering energy costs, protecting property and preventing system failures in homes and businesses.

Tarrant County continues to attend meetings hosted by the North Texas Council of Governments (NCTCOG) and partner cities to implement cohesive plans that will better support the region with more sustainable building practices and codes. NCTCOG shares information with Tarrant County, cities, developers, and builders to provide guides on best building practices. Tarrant County ensures that the information is conveyed to residents through a variety of methods, including the Tarrant County Mayors' Council.

Discussion

The lack of quality affordable housing for renters and homebuyers continues to be a main obstacle. Unfortunately, this is a national problem driven by multiple factors.

AP-85 Other Actions

Introduction

Tarrant County continues to stay involved in community needs through resident comments, CoC involvement, and the organization's involvement on regional and national stages. With decreasing resources and greater need, strong partnerships have emerged to serve unmet needs in the community. The Community Development Department (CDD) will continue to advocate for resident needs and evolve along the way.

In the event of an emergency, the CDD has updated policies to allow for reallocation of CDBG funds for public infrastructure needs and respond to homeowners and renters in disaster areas at a faster rate; however, dedicated CDBG-DR funds provided directly to the County for such instances would allow for greater flexibility and faster assistance.

Actions planned to address obstacles to meeting underserved needs

Despite continued coordination between governmental agencies, nonprofit organizations, churches, and others to serve the needs of the most vulnerable populations, economic prosperity, job availability, transportation, affordable housing, and access to healthcare and other services are not at everyone's doorstep. Increased costs, lack of affordable housing, and policy have not kept up with market changes, prohibiting action partners from meeting underserved needs. Tarrant County and Consortium member cities continue to work closely to leverage funding whenever possible to better coordinate the use of funds.

Lack of knowledge of available resources is often an obstacle. Often, residents that need assistance most do not know about available programs. Sharing opportunities in a variety of ways, including between Tarrant County Departments and resource sharing groups, has increased opportunities to provide services, resources, and work together to tackle challenges. The Mayors' Council of Tarrant County has been able to convey needs and inform residents on where opportunities are available relative to where they reside. Where possible, more affordable housing is being added with imaginative collaborations between public and private entities. As mentioned previously, the CoC continues to share information as a network, and streamlines available programs and resources whenever possible, evidenced by the Coordinated Entry System (CES).

Actions planned to foster and maintain affordable housing

67.79% of all housing units in the Tarrant County Consortium are single-family detached residential housing units. More than half of these housing units were built before 1989. As these homes continue to age, CDD will continue to assist homeowners with rehabilitation programs to preserve the affordable housing inventory when possible.

Many aging streets located in low- to moderate-income areas will be assisted with improved infrastructure to ensure a neighborhood remains vibrant and blight is prevented. Providing homebuyer assistance to help income-eligible homebuyers will help remove financial barriers and foster homeownership. Additionally, Community Housing Development Organizations (CHDOs) will continue to develop and redevelop affordable housing as the market will allow.

When seeking affordable housing, transportation and marketability are at the forefront of justifying the need for development. CDD will continue to monitor development of transportation and add to the affordable housing inventory based on housing needs and surrounding amenities.

Actions planned to reduce lead-based paint hazards

Tarrant County notifies all program participants of the potential hazards of lead-based paint. Assisted residences are reviewed for peeling paint, especially those with young children, and provided lead-based paint education, as required by HUD. All case managers and housing inspectors have been certified as visual inspectors. Inspire certified inspectors will also review for lead-based paint. CDD has new staff that will be trained and certified as Lead Paint Risk Assessors through GEBCO Training Institute in 2026.

All homes built before 1978 are analyzed for lead-based paint and remediated according to HUD guidelines, as needed. Tarrant County is in full compliance with the Lead Safe Housing Regulation (24 CFR Part 35). The Community Development team consults with the National Association for County Community and Economic Development (NACCED), National Association of Home Builders (NAHB), and the Tarrant County Health Department on any lead-based paint issues as needed.

Actions planned to reduce the number of poverty-level families

Tarrant County will continue programs directed towards reducing poverty. The most important element in the prevention of poverty is ensuring housing is livable, affordable, and available. One area of concern that continues to impact the ability of low-income families to improve their standard of living is a lack of reliable public transportation that will accommodate flexible work schedules and cross city limits. Trinity Metro has implemented some opportunities to provide greater options of bus service to cities outside the City of Fort Worth. Other alternate transportation options have provided discounted services for some populations and programs as businesses are more inclined to provide reliable transportation or work schedules to maintain a dependable workforce. By collaborating with various groups and exploring opportunities, the community can provide greater opportunity to its residents.

To address the needs of clients that are facing eviction or homelessness due to emergencies, family crises, and other circumstances, Tarrant County uses ESG homelessness prevention program funds and HOME Tenant-Based Rental Assistance (TBRA) to prevent poverty-level families from falling further below the poverty line.

The homeowner rehabilitation program uses energy efficient materials/methods and sustainable building practices to lower long-term costs for homeowners. Households on fixed incomes can better control expenses and safely use heat and air conditioning during appropriate times, actions that may have been difficult otherwise.

Archway's SafeSchools program supports staff to go to elementary, middle, and high schools to educate students about bullying and dating violence. By educating students on what is acceptable and what isn't, what to do in various cases, and how to receive further assistance, students are empowered to be independent and stand up for themselves. Often this empowerment carries into adulthood which means less reliance on others and to encourage individuals not to remain in poverty.

Actions planned to develop institutional structure

Tarrant County has institutional structure and will continue to enhance coordination and encourage the creation of affordable housing by continuing to sponsor programs to expand technical capacity and

improve coordination among local agencies, such as planning forums, surveys, workshops, and joint ventures. Through the Mayors' Council of Tarrant County, Tarrant County Cities will be informed of actions and will help decide on how HUD funds will be expended. The Community Development team will work to ensure these funds are spent accordingly.

Tarrant County is at the forefront of understanding community needs and are working with cities, agencies, and businesses to assist low-income and vulnerable populations with their needs during these ever-changing times. Constant communication is open and shared daily to address emergencies amongst cities, agencies, business, and between Tarrant County Departments, as necessary.

Actions planned to enhance coordination between public and private housing and social service agencies

The Community Development Department continues to coordinate with CoC members, the Cities of Fort Worth and Arlington, Partnership Home, local housing authorities (including TCHAO), and others to share information. Chronic homelessness, homeownership, local housing issues, and assistance in developing programs and activities will continue to be discussed.

AP-90 Program Specific Requirements

Introduction

Tarrant County through CDD allocates a significant portion of CDBG funds to infrastructure improvement and single-family owner-occupied housing rehabilitation. The highest community development priority identified in the 2025-2029 Consolidated Plan was replacing and upgrading of deteriorated and inadequate infrastructure. Having exceeded a population of 50,000, the cities of Euless, Grapevine, Mansfield and North Richland Hills qualify as city entitlement jurisdictions under CDBG. Each city has executed a contract with Tarrant County to cooperate on the planning and administration of these funds and have agreed to develop programs under the Tarrant County's Consolidated Plan. To date, in addition to public infrastructure and housing rehabilitation, CDBG will also fund public services: so far, the following have been submitted and are under review. (1) case management for homeless programs, and (2) educational services to middle and high school students about bullying and violence prevention. In an event of emergency, CDD has updated policies to allow for reallocation of CDBG funds for public infrastructure needs due to disaster and assist homeowners in disaster areas with home rehabilitation faster or provide public services to assist with emergencies due to the disaster. For the 2026 HOME program, funds will be used to assist potential homeowners with down payment and closing costs to acquire their own home, CHDO set aside to add housing and administration of the programs. The ESG program for PY2026 will continue to assist emergency shelters stay operational and assist persons and families with short term rental assistance to prevent homelessness.

Community Development Block Grant (CDBG)

Projects planned with expected CDBG funding are identified in the Appendix.

Program Income

The total amount of program income that will have been received prior to the start of the next program year that has not been reprogrammed is \$1,150.

Other CDBG Requirements

80 percent (80%) of CDBG funds will be used for activities that benefit people with low- and moderate-incomes. There are zero urgent need activities.

HOME Investment Partnerships Program (HOME)

A description of other forms of investment being used beyond those identified

HOME activities require at least 25 percent (25%) match. Developers, CHDOs, cities, and other partners provide cash match, fee waivers, and in-kind match (among other forms). Homebuyer assistance program match will be provided by the homebuyer assisted.

A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities

Tarrant County does not impose resale requirements but does exercise a recapture option for its HOME program. Recapture is enforced for a period relative to the amount assisted, where the direct subsidy is subject to recapture. In the case of homebuyer assistance, direct subsidy may consist of down payment assistance and/or closing costs that are up to \$15,000 or pass through rates which are subject to a lien on the home mortgage. If the buyer is noncompliant and/or does not satisfy principal residency requirements, repayment of full subsidy is required. In the event of a sale, short sale, or foreclosure, the amount recaptured will be limited to the net proceeds and the pro rata amount at the time of sale. Net proceeds are defined as the gross sales price minus the balance of all existing mortgages and liens, commissions, tax, and any additional closing costs owed by the seller. Pro rata repayment occurs in the event the homeowner sells the property before the affordability period is met.

For example, if the homeowner was assisted with \$15,000, they will repay the amount of funds given in accordance to the following schedule:

- Sold within one (1) year – 100% repayment
- Sold within two (2) years – 80% repayment
- Sold within three (3) years – 60% repayment
- Sold within four (4) years – 40% repayment
- Sold within five (5) years – 20% repayment
- Sold *after* five (5) years – no repayment

After the fifth (5th) year, a Lien Release may be granted without penalty. Any funds recaptured from homebuyers as a result of the above may be utilized for County-approved HOME-eligible activities to benefit low-income households.

A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds

As in homebuyer assistance programs, repayment occurs according to contract guidelines and/or HUD guidance. Tarrant County will typically place contractual obligations and/or a lien on the property to ensure ownership remains the same during the period of affordability. Additionally, multifamily units are physically inspected every three (3) years to ensure quality, affordable housing is available to the community, and financial records and documents are inspected to ensure ownership has not changed and the development continues to be managed effectively.

Tarrant County will monitor the subrecipient that will manage the homebuyer program on Tarrant County's behalf to ensure that controls such as deed restriction or land covenant, affidavit, or liens, are in place. Additionally, Tarrant County will monitor client files to ensure eligibility. Any funds determined to be ineligible will be subject to recapture.

Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used
Tarrant County does not plan to refinance any existing debt secured by multifamily housing.

Emergency Solutions Grant (ESG)

Projects planned with expected ESG funding are identified in the Appendix.

Include written standards for providing ESG assistance

Written standards for providing ESG assistance are identified in the Appendix.

If the CoC has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system

In accordance with the requirements provided in the CoC Interim Rule, the Tarrant County CoC has designed a Coordinated Entry System (CES) designed to meet the requirements of the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act.

The following overview provides a brief description of the path a household may take beginning their first night of experiencing homelessness to permanent housing. Assessments are conducted at designated program access points, community hub locations, and the PARTNERSHIP HOME Helpline. More details may be found online: <https://www.ahomewithhope.org>.

The CES provides households experiencing homelessness access to services from multiple locations to ensure a fair and consistent process is applied across the Continuum.

1. Assessment – assessments are facilitated by trained Housing Assessors using HMIS. These assessments are generated in HMIS for all households experiencing homelessness and seeking assistance. Households will be assessed every 90 days until exiting the CES.
2. Housing Match – information gathered from the HUD assessment and local assessments are used to determine which housing intervention is the most appropriate to meet the needs of the household. HMIS will automatically complete this step in the process.
Prioritization – once the appropriate housing intervention is determined, households are sorted with the most vulnerable receiving priority. HMIS automatically compiles lists according to the information provided through the HUD Assessment and local assessments and in accordance with the CoC's priority ranking.
Housing Navigation – Housing Navigators will work with households at the top of the list. The Navigator can be one of the following: a designated CES Housing Navigator, outreach worker, housing assessor, or housing case manager. The Housing Navigator begins the process for preparing the housing. This process may include but is not limited to the following activities: obtaining identification and other critical documents, social security cards, verification documents, and beginning the search for a housing unit. When necessary, Housing Navigators will assist with securing the housing unit, application fees, and security deposits.

3. Referral – as program openings become available, Housing Navigators will connect households to housing program options. Navigators will assist in scheduling initial housing intake appointments and will serve as the household’s advocate.

It should be noted that CES is not used locally to assign or coordinate initial emergency shelter beds.

Identify the process for making subawards and describe how the ESG allocation is available to private nonprofit organizations, including community and faith-based organizations

A Request for Proposals (RFP) to receive Tarrant County ESG funds was issued on December 4, 2025 and was due back to the Community Development Department on January 16, 2026. Seven (7) agencies applied for funds for emergency shelter operations. Each proposal will be reviewed by committee in March 2026. Tarrant County will provide funding to emergency homeless shelters directly assisting people experiencing homelessness anywhere in Tarrant County and to prevent homelessness for people that have an active eviction or have received a Notice to Vacate.

If the jurisdiction is unable to meet the homeless participation requirement, the jurisdiction must specify its plan for reaching out to and consulting with people experiencing homelessness or who have formerly experienced homelessness in considering policies and funding decisions regarding facilities and services funded under ESG

Tarrant County meets this requirement by participating in the CoC’s planning and committees. Partnership Home executes focus groups and compiles surveys to understand the unique needs of people experiencing homelessness. Comments and information are also collected from the advisory council meetings held monthly that are comprised of CoC-member agencies and administrators that manage programs and services that serve people experiencing homelessness. Combined, the organization can better identify needs and move those experiencing homelessness into housing or prevent homelessness altogether.

Describe performance standards for evaluating ESG

The performance standards will require initial evaluations and revaluations. Subrecipients will be required to conduct initial evaluations of all households interested in receiving ESG assistance to determine eligibility and the cost and type of assistance necessary for the household to regain stability. The evaluation must comply with the County’s written standards and the local CoC’s CES. To successfully record performance outcomes, the CoC system requires that once a household is enrolled in an ESG program, nondomestic violence agencies must complete an initial HUD intake assessment within the HMIS system, the HUD mid-program assessment, and the HUD exit assessment. Performance outcomes will be reported using the HMIS-generated reports. Domestic violence organizations will provide the same data utilizing similar data systems.

Reassessments may be necessary or required for program participants. Participants receiving homelessness prevention assistance must be reassessed monthly. Rapid rehousing participants must be reassessed quarterly. All participants will receive an exit assessment, as previously stated. Partnership Home will help provide data to assess performance of sub recipients thereby allowing Tarrant County to best allocate program funds for the program year. Data collected by Partnership Home will be provided quarterly and upon request. The administration of the HMIS has been contracted to Partnership Home as assigned by the CoC.

Appendix

Table 1 – Responsible agencies

Role	Name	Department/Agency
Lead Agency	Tarrant County	Tarrant County
CDBG Administrator	Tarrant County	Community Development Department
HOME Administrator	Tarrant County	Community Development Department
ESG Administrator	Tarrant County	Community Development Department
HOPWA-C Administrator	Tarrant County	Judge’s Office

Table 2 – Agencies, groups, organizations who participated

Organization	Partnership Home
Organization Type(s)	Services-homeless Planning organization
What section of the Plan was addressed by Consultation?	Homelessness needs – Chronically homeless, families with children, veterans, unaccompanied youth Homelessness strategy
Briefly describe how the Organization was consulted. What are the anticipated outcomes of the Consultation or areas for improved coordination?	Partnership Home and Tarrant County sub-grantees discussed needs and type of services expected in exchange for payment of HMIS fees. To better serve all clients, the nuances of a Coordinated Assessment System (CAS) are discussed to enhance data collection and improve service to program participants. The Continuum of Care (CoC) manages the CAS to best prioritize those in need and address ever-changing social and environmental dynamics.
Organization	City of Arlington
Organization Type(s)	Public Housing Authority (PHA) Other Government - Local

What section of the Plan was addressed by Consultation?	Housing Needs Assessment Public housing needs Homelessness strategy Non-homelessness special needs Anti-poverty strategy
Briefly describe how the Organization was consulted. What are the anticipated outcomes of the Consultation or areas for improved coordination?	City of Arlington receives their own entitlement funding for CDBG, HOME, and ESG. Tarrant County aims to coordinate funds across agencies by comparing and synchronizing ESG funds.
Organization	City of Fort Worth
Organization Type(s)	Other Government - Local
What section of the Plan was addressed by Consultation?	Housing Needs Assessment Public housing needs Homelessness strategy Non-homelessness special needs Anti-poverty strategy
Briefly describe how the Organization was consulted. What are the anticipated outcomes of the Consultation or areas for improved coordination?	City of Fort Worth receives their own entitlement funding for CDBG, HOME, and ESG. Tarrant County aims to coordinate funds across agencies by comparing and synchronizing ESG funds.

Table 3 – Other planning efforts

Name of Plan	Lead Organization	How do the goals of your strategy overlap with the goals of each plan?
Continuum of Care (CoC)	Tarrant County Homeless Coalition (TCHC)	The goal of ending homelessness overlaps with programs and strategic planning efforts.
2021-2024 Workforce Innovation and Opportunity Act (WIOA) Local Plan	Workforce Solutions for Tarrant County	This four- (4-) year plan focuses on strategies to improve economic development and workforce solutions to meet the demands of Tarrant County employers.
United Way of Tarrant County Community Assessment	United Way of Tarrant County	This plan includes information and perspectives from residents and community stakeholders to better help understand the needs for programs and services.
North Central Texas Council of Governments (NCTCOG) planning efforts (various)	NCTCOG	These regional plans focus on topics such as environmental concerns and efforts, transportation, and emergency preparedness.

Table 4 – Participation outreach efforts

Date	Type	Target Audience	Summary of Responses, Attendance	Summary of Comments Received	Summary of Comments Not Accepted	URL (if applicable)
TBD	Public meeting	Non-targeted, broader community	State of the Homeless Address held in Fort Worth	TBD	N/A	https://www.ahomewithhope.org

Various	Public hearing	Non-targeted, broader community	Each City held public meetings during regular City Council meetings to discuss CDBG projects for the program year (PY).	All comments received were in support of public infrastructure projects, no specific comments related to projects	N/A	
Various	Public hearing	Non-targeted, broader community	Tarrant County held public meetings during regular Commissioners' Court meetings to discuss Annual Action Plans, CAPER, and any amendments.	TBD	N/A	

Table 5 – Anticipated resources

Program	Source of Funds	Uses of Funds	Annual Allocation	Program Income	Prior Year Resources	Total	Expected Amount Available for Remainder of Con Plan	Narrative
CDBG	Public – Federal	Administration and planning, economic development, housing, public improvements, public services	\$4,163,451.00	\$0.00	\$282,704.05	\$4,446,155.05	\$1,000,000	Estimated \$1,609,427.62 in local resources will be leveraged to complete infrastructure projects. All funds are expected to be obligated and projects in progress during the program

								year and funds to be expended as we near the end of the program year. We anticipate level funding for 2026 and estimate a 3% decrease in annual allocation in year 3-5.
HOME	Public – Federal	Acquisition and rehabilitation, administration, homebuyer assistance, homeowner rehabilitation, new construction, tenant-based rental assistance (TBRA)	\$1,477,462.51	\$0.00	\$1,329,716.26	\$2,807,178.77	\$1,000,000	\$332,429.07 local match for 2026. We anticipate level funding for 2026 and decreased funding for years 3-5.
ESG	Public – Federal	Emergency shelter operations, homelessness prevention through rental assistance	\$253,814.00	\$0	\$10,000.00	\$263,814.00	\$50,000	\$253,814 match from local sources and CDBG public services. Prior resources are already obligated. Almost all funding will be drawn down during the PY with some remaining to pay between grant agreement terms. Increased funding for year 2 with a slight decrease in year 3 and

								level funding for year 4-5.
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Table 6 – Goals summary

Goal	Start	End	Category	Geographic Area	Needs Addressed	Funding	Goal Income Indicator
Public infrastructure, facilities	2025	2029	Non-housing community development	Tarrant County Consortium service area	Non-housing community development	\$2,699,789.60 (CDBG) + \$243,048.05 reallocation 2024 CDBG	28,330 people assisted w/public infrastructure and/or facility improvements
Preserve affordable housing	2025	2029	Affordable housing, non-homeless, special needs	Tarrant County Consortium service area	Affordable housing	\$441,653.40 (CDBG); + \$39,656.00 reallocation of 2024 CDBG	15 SF owner-occupied housing units; 1 complete homeowner rehabilitation, 12 priority repair, 2 ADA barrier removal
Homeowner/Buyer Assistance	2025	2029	Affordable housing, non-homeless, special needs	Tarrant County Consortium service area	Affordable housing	\$300,000.00 (HOME) + reallocate \$634,618.00 2025 HOME	Estimated 20 households assisted w/homebuyer assistance funding
Increase number of affordable housing units	2025	2029	Affordable housing, non-homeless, special needs	Tarrant County Consortium service area	Affordable housing	\$1,029,716.26 (HOME) + reallocate \$436,341.00 CHDO set aside	2026: \$221,619.38 applied to CHDO set aside and \$808,096.88 to developer costs to construct or acquire and rehab housing

						and \$258,757.26 developer fees	
Public services	2025	2029	Affordable housing, homeless, non-homeless, special needs, non-housing community development	Tarrant County Consortium service area	Non-housing community development	\$222,000.00 (CDBG)	1,080 people will be served by public service activities
Homeless shelter operations	2025	2029	Homelessness	Tarrant County Consortium service area*	Homelessness	\$120,983.11 (ESG)	10,645 people provided emergency overnight shelter
Homelessness Prevention	2025	2029	Affordable housing, non-homeless, special needs	Tarrant County Consortium service area	Affordable housing	\$112,594.84 (ESG)	Short-term rental assistance for at least twenty (20) households
Administration	2025	2029	Administrative costs to manage programs	Tarrant County Consortium service area	Administration of programs	\$800,008.00 (CDBG); \$147,746.25 (HOME); \$19,036.05 (ESG)	Successful implementation of Action Plan, Consolidated Plan, and all associated reports

* Consortium-area shelters are in Arlington and Fort Worth

Table 7 – Goal descriptions

1	Goal Name	Construct public infrastructure, facilities
	Goal Description	Construction of public infrastructure improvements for 14 cities within Tarrant County: Water Improvement: Azle, Forest Hill, Haltom City, Richland Hills, Watauga Sewer Improvement: Blue Mound, Euless

		Park Improvement: Everman Street and Water: Hurst Street and sidewalk: Grapevine New Sidewalks: Kennedale, Mansfield, Saginaw Street Improvement: North Richland Hills
2	Goal Name	Preserve existing affordable housing
	Goal Description	Major housing rehabilitation (up to \$32,000 per home) of one (1) single-family home; priority reconstruction rehabilitation (up to \$15,000 per home) of twelve (12) single-family homes; ADA barrier removal (up to \$5,000 per home) for two (2) homes
3	Goal Name	Homeowner/buyer Assistance
	Goal Description	Increase affordable housing inventory by providing down payment assistance, closing costs, and/or applicable fees up to \$15,000 to an estimated 20 eligible homebuyers
4	Goal Name	Increase affordable housing inventory
	Goal Description	Increase affordable housing inventory by newly constructing or acquiring and rehabilitating affordable housing units using CHDO's and developers. \$221,619 for CHDO set aside and \$808,097 for developers.
5	Goal Name	Provide public services
	Goal Description	Provide case management to approximately 80 people (30 households) experiencing homelessness, and (Tentative) provide anti-bullying and dating violence education to approximately 900 students
6	Goal Name	Prevent homelessness

	Goal Description	Provide up to three (3) months of short-term rental assistance and/or utility assistance to at least 20 extremely low-income renter households with either a Notice to Vacate or an Eviction Notice
7	Goal Name	Provide emergency shelter operations
	Goal Description	Assist up to seven (7) area shelters by paying for a portion of their operating costs, serving approximately 10,725 people
8	Goal Name	Provide grant, program administration
	Goal Description	Provide administrative costs to plan and manage all programs.

Table 8 – Project information

#	Project Name
1	2025 Public Facility and Infrastructure Improvements
2	2025 SF Home Rehabilitation
3	2025 Homebuyer Assistance
4	2025 CHDO development
5	2025 Public Services
6	2025 ESG Tarrant County TX
7	2025 Administration

Table 9 – Project summary information

1	Project Name	2026 Public Facility and Infrastructure Improvements
	Target Area	Tarrant County Consortium service area

	Goals Supported	Construct public infrastructure, facilities
	Needs Addressed	Non-housing community development
	Funding	\$2,699,789.60 (CDBG)
	Description	Construction of public infrastructure improvements for 14 cities within Tarrant County, including sewer, water, streets, ADA barrier removal, sidewalks, and improved drainage
	Target Date	June 30, 2028
	# of Beneficiaries, Type	28,330 people assisted w/public infrastructure and/or facility improvements
	Location Description	Infrastructure projects will be located within residential areas in the Tarrant County Consortium service area. See Planned Activities for specific cities.
	Planned Activities	National Objective Classification A- Water Improvement: Azle, Forest Hill, Haltom City, Richland Hills, Watauga Sewer Improvement: Blue Mound, Euless Park Improvement: Everman Street and Water: Hurst Street and sidewalk: Grapevine New Sidewalks: Kennedale, Mansfield, Saginaw Street Improvement: North Richland Hills
2	Project Name	2026 SF Home Rehabilitation
	Target Area	Tarrant County Consortium service area

	Goals Supported	Preserve existing affordable housing
	Needs Addressed	Affordable housing
	Funding	\$441,653.40 (CDBG) + \$39,656.00 reallocation from 2024 CDBG
	Description	Major housing rehabilitation (up to \$32,000 per home) of one (1) single-family homes; priority reconstruction rehabilitation (up to \$15,000 per home) of twelve (12) single-family homes; ADA barrier removal (up to \$5,000 per home) for two (2) homes. Major home rehabilitation will occur when there are multiple substantial failures in a home (e.g., electrical, plumbing, roof). Priority reconstruction will occur when there is one (1) substantial failure. ADA barrier removal will occur when a homeowner requires accommodation for physical, visual, or audio impairments. No affordability period for CDBG funded projects and lead-based paint rules will apply to all.
	Target Date	June 30, 2028
	# of Beneficiaries, Type	15 owner-occupied housing units assisted w/homeowner rehabilitation activities
	Location Description	Homes assisted will be in the Tarrant County Consortium service area.
	Planned Activities	Major housing rehabilitation, priority reconstruction rehabilitation, and ADA barrier removal, as described above.
3	Project Name	2026 Homebuyer Assistance
	Target Area	Tarrant County Consortium service area
	Goals Supported	Increase affordable housing inventory by providing up to \$15,000 per home for down payment assistance, closing costs, and/or applicable fees to an estimated 20 eligible homebuyers

	Needs Addressed	Affordable housing
	Funding	\$300,000 from 2026 HOME
	Description	Increase affordable housing inventory by providing down payment assistance, closing costs, and/or applicable fees
	Target Date	June 30, 2028
	# of Beneficiaries, Type	Estimated 20 homeowners will be assisted.
	Location Description	Tarrant County Consortium service area.
	Planned Activities	Provide down payment assistance, closing costs, and/or applicable fees to eligible homebuyers
4	Project Name	2026 CHDO set aside and development
	Target Area	Tarrant County Consortium service area
	Goals Supported	Increase affordable housing
	Needs Addressed	Housing Community Development
	Funding	\$1,029,716.26 from 2026 HOME: \$436,341. (2025 CHDO set aside) + \$258,757.26 (2025 developer fees) \$221,619 in 2026 HOME CHDO set aside funds (HUD 15% minimum requirement) for any of the following activities: the acquisition and/or rehabilitation of rental housing; new construction of rental housing; acquisition and/or rehabilitation of homebuyer properties; new construction of homebuyer properties; and direct financial assistance to purchasers of HOME-assisted housing that has been developed with HOME funds by the CHDO.

		\$808,097 for 2026 HOME developer hard and soft costs to add to the affordable housing stock by developing new housing or acquiring and rehabilitating existing housing.
	Description	Newly construct or acquire and rehab affordable housing units
	Target Date	June 30, 2028
	# of Beneficiaries, Type	Unknown to date
	Location Description	May occur within Tarrant county consortium cities.
	Planned Activities	Development hard and soft costs to adding to the housing stock.
5	Project Name	2026 Public Services
	Target Area	Tarrant County Consortium service area
	Goals Supported	Public Services
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: \$222,000.00
	Description	Avail funds to assist low/moderate income persons with public service activities such as education for youth, case management for the homeless.
	Target Date	June 30, 2027

	# of Beneficiaries, Type	30 homeless families / 80 persons assisted with case management and Tentatively, 900 Youth educated in SafeSchools program
	Location Description	Projects will be in Tarrant County consortium cities, outside of the cities of Arlington, Fort Worth and Grand Prairie unless project is to assist general homeless population of Tarrant County.
	Planned Activities	Provide education to all levels of youth at schools about anti-bullying and dating violence to high school aged students. Provide case management for homeless families
6	Project Name	2026 ESG Tarrant County TX
	Target Area	Tarrant County Consortium service area
	Goals Supported	Homeless prevention and homeless shelter operations support
	Needs Addressed	Homelessness
	Funding	ESG: \$253,814.00
	Description	ESG project will maintain 4 activities; Emergency Shelter, Homelessness Prevention, HMIS and administration for ESG Emergency Shelters: paying for utilities/operating costs or essential services costs (\$122,483.00), Homelessness Prevention: Rental assistance to prevent homelessness (\$112,595.00) ESG administration: administration and HMIS data reports and fees (\$19,060.00)
	Target Date	June 30, 2028
	# of Beneficiaries, Type	Assist low income persons (<30% AMI) with short term rental assistance using ESG 2026 (20 families served) AND assist 10,645 Homeless Persons to be sheltered in up to five (5) overnight shelters and one (1) day time shelter,

	Location Description	Direct Assistance will be in Tarrant County consortium cities, outside of the cities of Arlington, Fort Worth and Grand Prairie. General homeless assistance will be within Tarrant County, TX
	Planned Activities	Homeless Prevention, Homeless Shelter Operations, and Administration
6	Project Name	2026 Administration
	Target Area	Tarrant County Consortium service area
	Goals Supported	Administration
	Needs Addressed	Program management and administration for all activities
	Funding	CDBG \$800,008.00, HOME \$147,746.25
	Description	Funds to pay for the administration of HOME and CDBG grants. Salaries, rent, utility, and related costs are covered.
	Target Date	June 30, 2028
	# of Beneficiaries, Type	Number benefitted will be reflected in other projects.
	Location Description	Administration will occur at 2501 Parkview Dr, Suite 420, Fort Worth, TX 76102
	Planned Activities	Funds to pay for the administration of all grants. Salaries, rent, utility costs, services, and resources to execute programs

Table 10 – Geographic distribution

No targeted geographic areas.

Table 11 – Funding group distributions

Group A (Odd Years)	Group B (Even Years)
Bedford	Azle
Benbrook	Blue Mound
Crowley	Burleson
Colleyville	Everman
Dalworthington Gardens	Forest Hill
Haslet	Haltom City
Lake Worth	Hurst
Lakeside	Kennedale
Pantego	Keller
River Oaks	Richland Hills
Sansom Park	Saginaw
Westworth Village	Southlake
White Settlement	Watauga

**Entitlement cities will receive annual HUD allocations: Euless, Grapevine, Mansfield, and North Richland Hills*

Table 12 – One (1) year goals for affordable housing by support requirement

One (1) Year Goals for Affordable Housing by Support Requirement	
Homeless	0
Non-homeless	61
Special needs	0
Total	61

Table 13 – One (1) year service goals by support type

One (1) Year Service Goals by Support Type	
Rental assistance	25

New unit production	1
Rehabilitation of existing units	15
Homebuyer assistance	20
Total	61



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 1

Department: Administrator

Prepared By: Vanessa Perez, Agenda
Manager

Approved By: Chandler Merritt,
County Administrator

SUBJECT:

Consideration to Adopt a Tarrant County Hospital District Budget Review and Submission Policy

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested Commissioners Court consider the establishment of the Tarrant County Hospital District Budget Review and Submission Policy.

BACKGROUND

To ensure transparency, fiscal responsibility, and facilitate the provision of sufficient information for budget review and evaluation, the Tarrant County Hospital District (“JPS Health Network”) shall adhere to this Policy in submitting a comprehensive annual budget, expenditures equaling revenues, which aligns with County priorities to the Tarrant County Commissioners Court for final review and approval.

FISCAL IMPACT

There is no fiscal impact associated with this action.

Attachments

[Tarrant County Hospital Distirct Budget Review and Submission Policy.pdf](#)



TARRANT COUNTY

Tarrant County Hospital District Budget Review and Submission Policy

I. POLICY STATEMENT

To ensure transparency, fiscal responsibility, and facilitate the provision of sufficient information for budget review and evaluation, the Tarrant County Hospital District (“JPS Health Network”) shall adhere to this Policy in submitting a comprehensive annual budget, expenditures equaling revenues, which aligns with County priorities to the Tarrant County Commissioners Court for final review and approval.

II. LEGAL AUTHORITY

This policy is enacted under the authority of the Texas Health and Safety Code § 281.091 and Tax Code § 26.05, which authorizes the Commissioners Court to oversee hospital district finances, approve budgets, and set the annual tax rate. The hospital administrator prepares an annual budget under the hospital Board’s direction; the Board approves the budget and any budget revisions and then presents the board approved budget to the Commissioners Court for final approval.

III. POLICY GUIDELINES

A. Submission Deadline

1. JPS Health Network shall submit its proposed budget to County Administration no later than the 8th business day prior to the Tarrant County Budget Hearing

B. Budget Format and Detail

1. The submitted budget must include:
 - i. Budget assumptions, including any material forecasting methodologies
 - ii. Current year projections along with:
 1. Operating expenditures by department and revenue
 2. Financial statements by summary line item including income statement, cash flow statement, and balance sheet
 - iii. A detailed breakdown of:
 1. Capital Improvement Plan
 2. Any multi-year construction projects and annual routine expenditures by capital pool per court order 114878
 3. Debt service obligations to support any and all capital plans
 - iv. Staffing levels, compensation schedules, and benefits
 - v. Comparison to prior years' actuals including approved debt

C. Review Process

1. JPS Health Network will present the proposed budget to the Tarrant County Commissioners Court on the second day of the Tarrant County Budget Hearing
2. JPS executive leadership shall be available to present and answer questions regarding the budget during the Tarrant County Budget Hearing, setting Proposed Tax Rate, and adoption of the tax rate

D. Enforcement and Compliance

1. Noncompliance with this policy shall:
 - i. result in a tax rate at or below the No New Revenue Rate
 - ii. any real estate, public works, or construction project expenditure greater than \$500,000, per court order 114878, will be removed from consideration by Commissioners Court



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 1

Department: Administrator

Prepared By: Kendal Rash

Approved By: Vanessa Perez

SUBJECT:

Consideration of Out-of-State Travel Requests

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the following out of state travel requests.

BACKGROUND

A. Fire Marshal

1 attendees; 5 days/4 nights; New Mexico; \$0.00

This event will provide the training necessary for conducting investigations into explosions and bombing incidents, threat response challenges, and the damaging effects of IED's. This will also certify the attendee to teach a 4 hour version of this course to others within Tarrant County. The host organization will cover all expenses including travel, lodging, and per diem.

B. Precinct 1

1 attendee; 6 days/5 nights; Hawaii; \$3,222.00

The attendee is a board member of the organization and will represent the County at the business meetings. This conference serves as a platform for County officials, business leaders, government representatives, community service providers, and local communities to come together and collaborate. The focus is identifying and advancing economic opportunities for local county government entities.

C. Precinct 4

2 attendees; 5 days/4 nights; Canada; \$5,360.00

This conference brings together senior political and business leaders from across North America to address key issues and opportunities for improved cooperation and economic partnership among nations. The attendee is a Board Member of the organization as well and will be attending business meetings in addition to the conference.

D. Public Health

1 attendees; 5 days/4 nights; Maryland; \$2,737.66

This conference brings together laboratory industry leaders and scientists to share best practices and discuss challenges. The attendee will earn continuing education credits by participating. This event often leads to funding opportunities and guidance on relevant issues.

E. Sheriff's Office

2 attendees; 5 days/4 nights; California; \$5,182.88

Attendance at this event will enhance the investigative effectiveness of the Sheriff's Office by providing advanced training and direct access to regional and national intelligence sharing resources. This will strengthen interagency partnerships, improve the use of analytical tools, and support more efficient identification of trafficking networks and victims.

F. Sheriff's Office

1 attendee; 2 days/1 night; Oklahoma; \$306.74

The attendee serves as a Board Member of the host organization and represents Tarrant County in all business matters regarding the high intensity drug trafficking prevention efforts. In addition, the Sheriff's Office is requesting approval of an exception to the Travel Policy for the attendee to use one (1) County vehicle for travel to and from the event.

FISCAL IMPACT

A. Fire Marshal	All expenses will be paid by the host organization.
B. Precinct 1	588261/10000-2026/6110100000 = \$3,222.00
C. Precinct 4	588291/10000-2026/6410100000 = \$5,360.00
D. Public Health	588261/T0400-2026/5100501000 = \$2,737.66
E. Sheriff's Office	588261/Grant-2004/L0019-2024/2110430000 = \$5,182.88
F. Sheriff's Office	588261/10000-2026/2110010000 = \$306.74

Attachments



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 5

Department: District Attorney

Prepared By: Mark Kratovil, Assistant
District Attorney

Approved By: Mark Kratovil, Assistant
District Attorney

SUBJECT:

Consideration and Possible Action to Approve a Contract of Legal Representation between Tarrant County and First Liberty Institute Regarding the Ten Commandments Display Outside of the 1895 Tarrant County Courthouse

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider and possibly take action to approve a Contract of Legal Representation between Tarrant County and First Liberty Institute (FLI) for the purpose of providing legal representation, advice, counsel, and investigation of a received legal threat concerning the Ten Commandments display outside of the 1895 Tarrant County Courthouse.

BACKGROUND

On April 15, 2025, the Commissioners Court, through Court Order #145107, accepted a donation of a Ten Commandments monument from the American History & Heritage Foundation, Inc.

The Ten Commandments monument was subsequently installed on the lawn outside of the 1895 Tarrant County Courthouse and unveiled for public display on January 16, 2026. Following the public unveiling of the monument, legal counsel for the Freedom From Religion Foundation has sent correspondence to Tarrant County claiming the monument's display is unconstitutional and requesting a response. FLI has offered to provide legal representation to Tarrant County, as well as its officials and employees in their official capacity, in responding to this correspondence and any subsequent litigation that may arise from the display of the Ten Commandments monument at no cost.

With approval of this contract of legal representation, FLI will serve as outside counsel to Tarrant County for this specific legal matter.

The District Attorney's Office has approved this contract as to form.

FISCAL IMPACT

FLI is providing these legal services on a pro bono basis, there is no fiscal impact associated with this item.

PASSED AND APPROVED on March 10, 2026.

**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.

Attachments

[Tarrant County - Engagement Ltr.pdf](#)

FIRST LIBERTY INSTITUTE
Contract of Legal Representation

1. **First Liberty Institute** (hereinafter “FLI”) is a civil liberties education and legal defense organization that provides *pro bono* legal representation on matters in the public interest.
2. **Tarrant County, Texas** (hereinafter, “Client”), whose address is 100 E. Weatherford, Room 502A, Fort Worth, TX 76196, with full authority to enter into this Contract, does hereby retain FLI, including FLI staff attorneys and any participating network attorneys allied with FLI chosen at the sole discretion of FLI (hereinafter collectively “FLI Attorneys”), to provide legal representation, including but not limited to advice, counsel, and investigation of received legal threats concerning the newly erected Ten Commandments display outside of the Tarrant County Courthouse (hereinafter “Legal Matter”). FLI is authorized to represent Tarrant County, the members of the Tarrant County Commissioners Court in their official capacities, and any other Tarrant County officials or employees in their official capacity in the Legal Matter. Client agrees and understands that FLI may terminate this contract – and FLI Attorneys may withdraw from the Legal Matter – at any time for any reason whatsoever in accordance with applicable canons and rules of professional conduct. The Legal Matter may extend to other specific legal matters, including pre-litigation and litigation matters at FLI’s sole discretion. Although Client has established the above objectives of the representation, Client grants FLI exclusive authority to make final decisions on matters concerning strategy and legal advocacy in the prosecution of this representation with regard to the Legal Matter.
3. FLI Attorneys will work with a team of staff, consultants, experts, vendors, and others to represent Client, and will from time to time need to communicate facts, circumstances, strategy, and legal theory to further the interests of Client. Client authorizes FLI Attorneys to:
 - 1) disclose information to other employees of FLI Attorneys or attorneys at the Tarrant County District Attorney’s Office who may or may not be directly involved in this representation;
 - 2) disclose confidential information related to this Legal Matter to outside counsel, experts, or agents as reasonably necessary to further the interests of Client; and
 - 3) disclose information that is contained in the public record, facts set forth in any demand letter, or other facts and circumstances consistent with litigation objectives. Further, Client permits FLI Attorneys to use all forms of electronic communication, document and data management and storage, and word processing for all matters related to the Legal Matter (including the use of email and facsimile) so long as reasonable precautions are taken to maintain Client’s confidences.
4. FLI Attorneys will provide advice, counsel and investigation on behalf of Client with regard to the Legal Matter, including any subsequent lawsuits or appeals within the scope of the Legal Matter at FLI’s sole discretion. Staff and attorney time for legal representation by FLI Attorneys will be provided at no charge. FLI will also cover the following costs incurred by or on behalf of Client: court filing fees, travel expenses for FLI Attorneys and FLI staff, deposition expenses, copying charges, mailing expenses, and fees of experts retained by FLI Attorneys. The Client is responsible for Court-ordered costs per paragraph 7.

5. Client will be truthful at all times, will reveal all information necessary and relevant to the Legal Matter, and will fully cooperate in all legal proceedings, including recovery of attorneys' fees and costs. If FLI Attorneys believe, in their sole judgment, that the Client is not cooperating fully in the Legal Matter, Client agrees that FLI Attorneys may withdraw from the representation in accordance with applicable canons and rules of professional conduct.
6. Client understands that FLI has public interest objectives established by the FLI Board of Directors. Both FLI and Client seek to establish legal precedent that will enable others to exercise their First Amendment religious liberty rights. In furtherance of this objective, FLI Attorneys will represent the legal interest(s) of Client. Should interests of FLI diverge from interests of Client so as to impact the independent professional judgment of FLI Attorneys, FLI Attorneys, to protect the legal interest(s) of Client, may withdraw from the representation in accordance with applicable canons and rules of professional conduct. Client understands that potential for a conflict of interests exists, and requests FLI Attorneys to represent Client in the Legal Matter.
7. Client understands that FLI and FLI Attorneys will not be responsible for any damages, costs, attorneys' fees or expenses the court awards against Client, or those that Client agrees to, in settlement of the Legal Matter.
8. Client understands that, in an appropriate litigation matter, FLI Attorneys may seek attorneys' fees and costs of litigation from opposing part(y)(ies) via court order or settlement to compensate FLI Attorneys for any and all time and costs expended in a litigation matter. Client agrees that any such fees and costs belong to FLI Attorneys, excepting any amount recovered for costs or expenses that Client paid.
9. Client understands that the prosecution of the Legal Matter may include communication with the news media. Client understands that he/she must consult with and gain approval from FLI before making public statements about the Legal Matter to lessen the risk that such public statements could be used against the Client. Client agrees to allow FLI to control the interaction and communication with the media, and further agrees not to make any statements or representations to the news media or social media regarding the subject of the Representation without prior approval from FLI.
10. Client understands that the ability of FLI to provide pro-bono legal representation is directly connected to the ability of FLI to inform supporters of FLI about its work. Client agrees to fully cooperate with FLI in publicizing non-privileged and non-confidential information relating to the Legal Matter, including participation in recorded interviews and testimonials. Client agrees to allow FLI to use Client's images and relevant, non-confidential information in materials intended to communicate with supporters of FLI and in furtherance of FLI's mission.

11. Client designates the following client contact information for this representation:

Designated Client Representative: Tarrant County, Texas

Physical Mailing Address: Tarrant County Administration Building
100 E. Weatherford, Room 502A
Fort Worth, TX 76196

Phone Number: 817-884-1441 (Office)

Email: countyjudge@tarrantcountytexas.gov

12. In the interest of facilitating its relationship with and representation of the Client, First Liberty maintains an Office of Client Outreach to assist the Client throughout the course of the legal representation. The Office of Client Outreach is available as a resource for Client to receive spiritual and prayer support if so desired. In due course, a representative from First Liberty's Office of Client Outreach will be in touch to assist the Client as needed. You may also contact Client Outreach directly at 469-440-7565.

13. Client is entitled to access and receive the client file related to the Legal Matter at any time. In the event Client substitutes new counsel for FLI Attorneys or requests the file while the Legal Matter is active to assist substitute counsel, Client agrees to notify FLI Attorneys of the name and address of substitute counsel. Upon receiving a request for the client file, FLI Attorneys may make copies of documents that it deems relevant for its records prior to transferring the file to the Client or its designee. When FLI Attorneys transfer a file to Client or its designee, FLI Attorneys shall have no further obligation to Client with respect to the contents of the file. Upon resolution or termination of the Legal Matter the File will be converted to a closed file. Consistent with FLI's policy, all or a significant portion of the closed file may be maintained in a digital format, and the physical contents may be destroyed.

14. Client has had opportunity to seek clarification as to the meaning and legal impact of any terms set forth in this Contract, including making inquiries to FLI Attorneys or seeking the advice of independent legal counsel.

The Contract is understood, accepted, and agreed to this ____ day of _____, 2026.

**HONORABLE TIM O'HARE,
COUNTY JUDGE, TARRANT COUNTY**

**FIRST LIBERTY INSTITUTE
By: Jeffrey C. Mateer
Executive Vice President and
Chief Legal Officer**

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 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: March 10, 2026

Court Order #:

Page: 1 of 8

Department: Purchasing

Prepared By: Teresa Ralls

Approved By: Christopher Lax, CPSM,
CPSD, CPCP

SUBJECT:

**RFP No. F2026023 - Annual Contract for Electronic Monitoring - Community Supervision and Corrections
Department - Various Vendors - Per Contract Terms**

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award RFP No. F2026023, Annual Contract for Electronic Monitoring, for Community Supervision and Corrections Department (CSCD), to the following vendors at the per contract terms:

Primary	Recovery Monitoring Solutions, LLC
Secondary	SCRAM Systems

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 nine hundred sixteen (1,916) 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 November 5, 2025 was attended by eleven (11) vendors as well as representatives from CSCD and Purchasing. Four (4) proposals and twelve (12) no-bids were received.

Proposals were evaluated by CSCD and Purchasing representatives. Evaluations were based upon the criteria and processes set forth in the RFP.

The three (3) top scoring vendors were invited to provide demonstrations. The Evaluation Committee then rescored the vendors based on the criteria and processes set forth in the RFP specifications.

A Best and Final Offer was then requested from the highest scoring vendor which resulted in a four percent (4%) price reduction.

The proposals received from the vendors above meet all specifications and are acceptable to CSCD.

The term of the contract is twelve (12) months, effective May 1, 2026.

Subject to continued funding by the Commissioners Court, this agreement shall automatically renew May 1, 2027, May 1, 2028, and May 1, 2029, hereafter for three (3) twelve (12) month periods ending on April 30, 2030, unless sooner terminated by either party as provided herein.

The purpose of this contract is to provide electronic monitoring services for individuals supervised by the Adult Probation Department. These services support public safety, monitor compliance with court orders, and offer a cost-effective alternative to incarceration.

Therefore, it is the joint recommendation of CSCD and Purchasing that RFP No. F2026023, Annual Contract for Electronic Monitoring, be awarded to the above vendors at the per contract terms.

FISCAL IMPACT

Expenses for the last twelve (12) months were \$728,080.35. The County's future cost will be determined by the services provided on an as-needed basis. Funding source for this contract is provided by various CSCD grant funds.

Attachments

[F2026023 Backup for Agenda Link.pdf](#)

RFP No. F2026023 Annual Contract for Electronic Monitoring

Best and Final Offer Scores

Evaluation Criteria	Max Points	Primary	Secondary	
		Recovery Monitoring Solutions, LLC Dallas, TX HUB - No CO-OP - Yes	<i>SCRAM Systems Greenwood Village, CO HUB - No CO-OP - Yes</i>	Sentinel Offender Services, LLC Anaheim, CA HUB - No
Qualifications and Experience	150	122.00	<i>116.00</i>	114.00
Technical Requirements	200	157.57	<i>158.63</i>	153.60
Proposed Approach and Management	200	158.00	<i>152.67</i>	155.33
Past Performance	100	90.33	<i>79.50</i>	80.67
Price Proposal	350	350.00	<i>287.81</i>	249.68
Total Score	1000	877.90	<i>794.61</i>	753.28

Note: No bids were received from Richmond Equipment, 3-C Technology, LLC, Communication Concepts, WRS Group Ltd., Complete Supply, Crisis Prevention Institute, Inc., ZOLL Medical Corporation, Tall City Cyber, LLC, Laboratory Corp of America, TDIndustries, Inc., Shirt Fanatics LLC and Perfection Tech LLC.

RFP No. F2026023 Annual Contract for Electronic Monitoring

Post Demonstration Scores

Evaluation Criteria	Max Points	Recovery Monitoring Solutions, LLC Dallas, TX HUB - No	SCRAM Systems Greenwood Village, CO HUB - No	Sentinel Offender Services, LLC Anaheim, CA HUB - No
Qualifications and Experience	150	122.00	116.00	114.00
Technical Requirements	200	157.57	158.63	153.60
Proposed Approach and Management	200	158.00	152.67	155.33
Past Performance	100	90.33	79.50	80.67
Price Proposal	350	350.00	272.05	250.01
Total Score	1000	877.90	778.85	753.61

Note: No bids were received from Richmond Equipment, 3-C Technology, LLC, Communication Concepts, WRS Group Ltd., Complete Supply, Crisis Prevention Institute, Inc., ZOLL Medical Corporation, Tall City Cyber, LLC, Laboratory Corp of America, TDIndustries, Inc., Shirt Fanatics LLC and Perfection Tech LLC.

RFP No. F2026023 Annual Contract for Electronic Monitoring

Initial Scores

Evaluation Criteria	Max Points	Buddi US, LLC Clearwater, FL HUB - No	Recovery Monitoring Solutions, LLC Dallas, TX HUB - No	SCRAM Systems Greenwood Village, CO HUB - No
Qualifications and Experience	150	114.00	122.00	116.00
Technical Requirements	200	148.67	152.47	152.13
Proposed Approach and Management	200	130.67	154.00	148.00
Past Performance	100	71.92	90.33	79.50
Price Proposal	350	163.40	350.00	272.05
Total Score	1000	628.65	868.80	767.68

Evaluation Criteria	Max Points	Sentinel Offender Services, LLC Anaheim, CA HUB - No
Qualifications and Experience	150	114.00
Technical Requirements	200	153.43
Proposed Approach and Management	200	154.67
Past Performance	100	80.67
Price Proposal	350	250.01
Total Score	1000	752.78

Note: No bids were received from Richmond Equipment, 3-C Technology, LLC, Communication Concepts, WRS Group Ltd., Complete Supply, Crisis Prevention Institute, Inc., ZOLL Medical Corporation, Tall City Cyber, LLC, Laboratory Corp of America, TDIndustries, Inc., Shirt Fanatics LLC and Perfection Tech LLC.

RFP No. F2026023 for Annual Contract for Electronic Monitoring

Recovery Monitorinc Solutions, LLC
Rate Sheet

	Line Item	Quantity	Unit of Measure	Price
1.1	GPS Monitoring Defendant-Paid - Active	863	Daily Price	\$4.70
1.2	GPS Monitoring Department-Paid - Active	558	Daily Price	\$4.68
2	GPS Monitoring Defendant-Paid - Passive	1	Daily Price	\$4.75
3	GPS Monitoring Department-Paid - Passive	1	Daily Price	\$4.75
4	RF Monitoring Defendant-Paid - Cellular	1	Daily Price	\$4.05
5	RF Monitoring Defendant-Paid -Landline	1	Daily Price	\$2.70
6	RF Monitoring Department-Paid - Cellular	1	Daily Price	\$4.05
7	RF Monitoring Department-Paid - Landline	1	Daily Price	\$2.70
	Optional On-Body Charger	1	Daily Price	\$0.20

RFP No. F2026023 for Annual Contract for Electronic Monitoring

SCRAM Systems
Rate Sheet

	Line Item	Quantity	Unit of Measure	Price
1.1	GPS Monitoring Defendant-Paid - Active	863	Daily Price	\$6.59
1.2	GPS Monitoring Department-Paid - Active	558	Daily Price	\$4.41
2	GPS Monitoring Defendant-Paid - Passive	1	Daily Price	\$7.08
3	GPS Monitoring Department-Paid - Passive	1	Daily Price	\$4.72
4	RF Monitoring Defendant-Paid - Cellular	1	Daily Price	\$5.07
5	RF Monitoring Defendant-Paid -Landline	1	Daily Price	\$2.44
6	RF Monitoring Department-Paid - Cellular	1	Daily Price	\$3.38
7	RF Monitoring Department-Paid - Landline	1	Daily Price	\$1.63
	Optional On-Body Charger	1	Daily Price	\$0.00



COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

200 W BELKNAP, FORT WORTH, TX 76196-0255

817-884-1600

COBI TITTLE, DIRECTOR

KANIKA LEE, ASSISTANT DIRECTOR
STEVEN POWELL, ASSISTANT DIRECTOR

February 24, 2026

TO: Teresa Ralls
Senior Buyer

RE: Award Recommendation

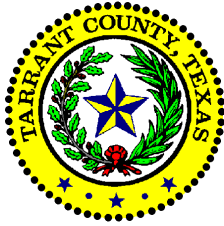
After evaluation of the responses received for RFP F2026023, Annual Contract for Electronic Monitoring, the Community Supervision and Corrections Department recommends award to:

Primary Award Recovery Monitoring Solutions, LLC

Secondary Award SCRAM Systems

A handwritten signature in black ink, appearing to read "Cobi Tittle", written over a horizontal line.

Cobi Tittle, Director
Tarrant County CSCD



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. F2026023 - Annual Contract for Electronic Monitoring - Community Supervision and Corrections Department - Various Vendors - 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: March 10, 2026

Court Order #:

Page: 1 of 32

Department: Purchasing

Prepared By: Emily Salter, CPPB

Approved By: Christopher Lax, CPSM,
CPSD, CPCP

SUBJECT:

RFP No. F2026030 - Annual Contract for Colocation Data Center Services - Countywide - CyrusOne, LLC - Per Contract Terms

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award RFP No. F2026030, Annual Contract for Colocation Data Center Services, for Information Technology, to CyrusOne, LLC 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. Eight hundred seventy (870) 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 January 6, 2026 was attended by four (4) vendors as well as representatives from Information Technology and Purchasing. One (1) proposal and eight (8) no-bids were received.

The proposal was evaluated by Information Technology 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 of price.

The proposal received from CyrusOne, LLC meets all specifications and is acceptable to Information Technology.

The term of the contract is twelve (12) months, effective March 10, 2026.

Subject to continued funding by the Commissioners Court, this agreement shall automatically renew annually, on the anniversary of the effective date, hereafter for nine (9) additional twelve (12) month periods, ending on March 9, 2036, unless sooner terminated by either party as provided herein.

The purpose of this is to identify and contract with a qualified colocation services provider capable of supporting Tarrant County's data center modernization and hybrid cloud strategy.

Therefore, it is the joint recommendation of Information Technology and Purchasing that RFP No. F2026030, Annual Contract for Colocation Data Center Services, be awarded to CyrusOne, LLC 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 \$140,657.00. Funding is available in account 10000-2026 General Fund/1810500000 IT DMBC/531012 Space Lease Rental. Funding for monthly colocation services, fiber connection and power consumption will be requested in future budget years. Monthly charges for colocation services will be \$8,700.00 per month with a four percent (4%) annual escalator for years two (2) through ten (10). Power consumption monthly charge is estimated at \$1,660.00 per month.

PASSED AND APPROVED on March 10, 2026.

**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.

Attachments



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 4

Department: Purchasing

Prepared By: Jill E. Stine

Approved By: Christopher Lax, CPSM,
CPSD, CPCP

SUBJECT:

Bid No. F2026038 - Annual Contract for Uninterruptible Power Supply - Facilities Management - TD Industries, Inc. - Per Unit Price and Hourly Rates

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award Bid No. F2026038, Annual Contract for Uninterruptible Power Supply, for Facilities Management, to TD Industries, Inc., at the per unit price and hourly rates.

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 two hundred seventy-three (1,273) 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 Tuesday, December 23, 2025, was attended by one (1) vendor as well as representatives from Facilities Management and Purchasing. Three (3) bids and thirteen (13) no-bids were received.

Bids were evaluated by Facilities Management and Purchasing representatives. GS Global Tech LLC and Fakouri Engineering Inc. withdrew their bids. Award recommendation is to the low bid meeting specifications.

The term of the contract is twelve (12) months, effective March 19, 2026.

Subject to continued funding by the Commissioners Court, this agreement shall automatically renew March 19, 2027, and March 19, 2028, hereafter for two (2) twelve (12) month periods ending on March 18, 2029, unless sooner terminated by either party as provided herein.

The uninterruptible power supply equipment serves as the stopgap between the main power source and the backup generator power source when an outage occurs, protecting equipment and preventing loss of coverage due to power failure.

Therefore, it is the joint recommendation of Facilities Management and Purchasing that Bid No. F2026038, Annual Contract for Uninterruptible Power Supply, be awarded to TD Industries, Inc., at the per unit price and hourly rates.

FISCAL IMPACT

Expenses for the last twelve (12) months were \$139,803.45. Funding is available in account 10000-2026 General Fund/Various Cost Centers/532026 Electronic Equipment Maintenance.

Attachments

[backup.pdf](#)

Bid No. F2026038 Annual Contract for Uninterruptible Power Supply

Award

**TDIndustries, Inc.
(TD Industries)
Fort Worth, TX
HUB - No
CO-OP - Yes**

Total Price \$18,789.00

Line #	Description	QTY	UOM	Unit	Extended
UPS PREVENTATIVE MAINTENANCE VISITS - Correction Center -100 N. Lamar St.Fort Worth, Tx. 76196					
1.1	QUARTERLY VISITS: Two (2) per year: January-March and July-September	2	Per visit	\$420.00	\$ 840.00
1.2	SIX (6) - MONTH VISIT: One (1) per year: April-June	1	Per visit	\$420.00	\$ 420.00
1.3	ANNUAL VISIT: One (1) per year: October-December	1	Per visit	\$576.00	\$ 576.00
UPS PREVENTATIVE MAINTENANCE VISITS - Green Bay Jail -2500 Urban Dr.Fort Worth, Tx. 76101					
2.1	QUARTERLY VISITS: Two (2) per year: January-March and July-September	2	Per visit	\$420.00	\$ 840.00
2.2	SIX (6) - MONTH VISIT: One (1) per year: April-June	1	Per visit	\$420.00	\$ 420.00
2.3	ANNUAL VISIT: One (1) per year: October-December	1	Per visit	\$576.00	\$ 576.00
UPS PREVENTATIVE MAINTENANCE VISITS - Lon Evans Corrections Center - 600 W. Weatherford St.Fort Worth, TX. 76196					
3.1	QUARTERLY VISITS: Two (2) per year: January-March and July-September	2	Per visit	\$860.00	\$ 1,720.00
3.2	SIX (6)- MONTH VISIT: One (1) per year: April-June	1	Per visit	\$860.00	\$ 860.00
3.3	ANNUAL VISIT: One (1) per year: October-December	1	Per visit	\$1,017.00	\$ 1,017.00
UPS PREVENTATIVE MAINTENANCE VISITS - Plaza Building - 200 Taylor St.Fort Worth, TX. 76196					
4.1	QUARTERLY VISITS: Two (2) per year: January-March and July-September	2	Per visit	\$2,725.00	\$ 5,450.00
4.2	SIX (6)-MONTH VISIT: One (1) per year: April-June	1	Per visit	\$2,725.00	\$ 2,725.00
4.3	ANNUAL VISIT: One (1) per year: October-December	1	Per visit	\$2,885.00	\$ 2,885.00
HOURLY RATES:					
5.1	Trained Repair Person Monday - Friday 8:00 AM to 5:00 PM	1	Per hour	\$115.00	\$ 115.00
5.2	Trained Repair Person, Monday – Friday 5:01 PM to 7:59PM	1	Per hour	\$172.50	\$ 172.50
5.3	Trained Repair Person,Weekends and Holidays:	1	Per hour	\$172.50	\$ 172.50

Note: No bids were received from Filterbuy Incorporated, Decker Mechanical (DMI Corp.), Triple-C Fence, LLC, Ergon Asphalt & Emulsions, Inc., Du-West Construction, Inc., Communicatin Concepts (Communicon, Inc.), Leonard's Farm & Ranch Store, Inc., J. Reynolds & Co., A Tecta America Company, Complete Supply, Inc., Texas Pipeline Services, Southland Organics, 4Crawfords Legacy Texas, LLC, and Alterra RA JV LLC - Hudson Aggregates
*CS Global Tech LLC and Fakouri Electrical Engineering, Inc. withdrew their bid responses



TARRANT COUNTY
DEPARTMENT OF FACILITIES MANAGEMENT

February 10, 2026

Jill Stine
Senior Buyer
Tarrant County Purchasing

Subject: RFB# F2026038 Annual Contract for Uninterruptible Power Supply

RE: Recommendation for Award

Ms. Stine,

Tarrant County Facilities Management (TCFM) has reviewed and evaluated the bid and supporting documentation submitted in response to RFB# F2026038 Annual Contract for Uninterruptible Power Supply. We recommend awarding to the vendors below:

Primary: TD Industries Inc.

Sincerely,

Chad Raines _____

Chad Raines



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. F2026038- Annual Contract for Uninterruptible Power Supply – Facilities Management – TD Industries, Inc. - Per Unit Price and Hourly Rates

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: March 10, 2026

Court Order #:

Page: 1 of 8

Department: Purchasing

Prepared By: James Bocks, CPPB

Approved By: Christopher Lax, CPSM,
CPSD, CPCP

SUBJECT:

Bid No. F2026039 - Purchase of Rubber Tire Pneumatic Rollers - Precincts 2, 3 and 4 - Various Vendors - Per Unit Price

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award Bid No. Bid No. F2026039, Purchase of Rubber Tire Pneumatic Rollers, for Precincts 2, 3, and 4, to the following vendors at the per unit price:

HoltCat, LTD	Item 1
ROMCO Equipment Co. LLC	Item 2

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. Four hundred twenty (420) 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 January 15, 2026 was attended by four (4) vendors as well as representatives from Precinct 2, 3 and 4 and Purchasing. Five (5) bids and two (2) no-bids were received.

Bids were evaluated by Precincts 2, 3, and 4 and Purchasing representatives. Award recommendations are to the low bids meeting specifications.

ROMCO Equipment Co. LLC response for Line Item 1 deemed non-responsive for failing to meet specifications. Line Item 1 specifications indicated 100 horsepower at a minimum and the ROMCO Equipment Co. LLC equipment had a horsepower of 74. Kirby-Smith Machinery response for Line Item 2 deemed non-responsive for failing to meet specifications. Line Item 2 specifications indicated 100 horsepower at a minimum and the Kirby-Smith Machinery equipment had a horsepower of 75.

The purpose of this equipment is material compaction during road construction which makes surfaces more stable and durable.

Therefore, it is the joint recommendation of Precincts 2, 3, and 4 and Purchasing that Bid No. F2026039, Purchase of Rubber Tire Pneumatic Rollers, be awarded to the vendors listed above at the per unit price.

FISCAL IMPACT

Funding is available in the following accounts:

\$132,714 - 45100-2026 Non-Debt Capital/6210300000 Precinct 2 Maintenance/540000 Capital
\$194,780 - 45100-2026 Non-Debt Capital/6310300000 Precinct 3 Maintenance/540000 Capital
\$194,780 - 45100-2026 Non-Debt Capital/6410300000 Precinct 4 Maintenance/540000 Capital

Attachments

[Pneumatic Roller_Backup.pdf](#)

Bid No. F2026039 Purchase of Rubber Tire Pneumatic Rollers

Award

				Holt CAT, LTD San Antonio, TX HUB - No		ROMCO Equipment Co, LLC Carrolton, TX HUB - No	
Line #	Description	Qty	UOM	Unit Price	Extended	Unit Price	Extended
1	9-wheel Pneumatic Compactor - Precinct 2	1	EA	\$ 132,714.00	\$ 132,714.00	\$104,519.00	\$104,519.00*
Lead Time				6 to 8 weeks from award.		4 to 5 months	
Warranty Information				12 months/ 8,760 hours		2 year/ unlimited hours	
Extended Warranty Information				60 months/ 3000hours		Available upon request.	

				Bane Machinery Inc. Dallas, TX HUB - No		Kirby-Smith Machinery Fort Worth, TX HUB - No	
Line #	Description	Qty	UOM	Unit Price	Extended	Unit Price	Extended
1	9-wheel Pneumatic Compactor - Precinct 2	1	EA	No Bid	No Bid	No Bid	No Bid
Lead Time				No Bid		No Bid	
Warranty Information				No Bid		No Bid	
Extended Warranty Information				No Bid		No Bid	

				Closner Equipment Schertz, TX HUB - No	
Line #	Description	Qty	UOM	Unit Price	Extended
1	9-wheel Pneumatic Compactor - Precinct 2	1	EA	No Bid	No Bid
Lead Time				No Bid	
Warranty Information				No Bid	
Extended Warranty Information				No Bid	

Bid No. F2026039 Purchase of Rubber Tire Pneumatic Rollers

Award

				ROMCO Equipment Co, LLC Carrolton, TX HUB - No		Kirby-Smith Machinery Fort Worth, TX HUB - No	
Line #	Description	Qty	UOM	Unit Price	Extended	Unit Price	Extended
2	8-wheel Pneumatic Compactor - Precinct 3 & 4	2	EA	\$194,780.00	\$389,560.00	\$164,981.00	\$329,962.00*
Lead Time				4 to 5 months		30 days	
Warranty Information				2 year/ unlimited hours		1 year/ 1,000 hours	
Extended Warranty Information				Available upon request.		5 years/ 3,000 hours	

				Bane Machinery Inc. Dallas, TX HUB - No		Closner Equipment Schertz, TX HUB - No	
Line #	Description	Qty	UOM	Unit Price	Extended	Unit Price	Extended
2	8-wheel Pneumatic Compactor - Precinct 3 & 4	2	EA	\$199,285.00	\$398,570.00	\$237,157.00	\$474,314.00
Lead Time				90 days		90 days	
Warranty Information				2 years/ 2,000 hours		2 years/ 2,000 hours	
Extended Warranty Information				Various terms available.		1 year Premier.	

				Holt CAT, LTD San Antonio, TX HUB - No	
Line #	Description	Qty	UOM	Unit Price	Extended
2	8-wheel Pneumatic Compactor - Precinct 3 & 4	2	EA	\$247,648.00	\$495,296.00
Lead Time				6 to 8 weeks from award.	
Warranty Information				12 months/ 8,760 hours	
Extended Warranty Information				60 months/ 3000hours	

*Notes: Low bid received from ROMCO Equipment Co. LLC on Item 1 and Kirby-Smith Equipment on Line Item 2 did not meet horsepower specifications. No Bids were received from TD Industries, Inc and Ideal Roofing Solutions.



TARRANT COUNTY
PRECINCT 2 SOUTHEAST MAINTENANCE CENTER

February 10, 2026

Meagan Bogusch
Purchasing Department
100 East Weatherford St.
Fort Worth, Tx 76196

Mrs. Bogusch,

This letter is regarding the award for Bid No. F2026039 Purchase of Rubber Tire Pneumatic Roller. Having reviewed the bids that the Purchasing department received and submitted to our department, I am recommending the bid be awarded to:

Holt Cat, LTD.

For the purchase of a Rubber Tire Pneumatic Roller for Tarrant County Precinct 2

Ron Edwards, Assistant Director of Field Operations
Tarrant County Precinct 2
Southeast Maintenance Center



TARRANT COUNTY
PRECINCT THREE
NORTHEAST MAINTENANCE

ANTHONY JARAMILLO
Director of Field Operations

February 5, 2026

Meagan Bogusch Senior Buyer
Tarrant County Purchasing Department
100 East Weatherford St, Suite 303
Fort Worth, Texas 76196

Dear Meagan Bogusch,

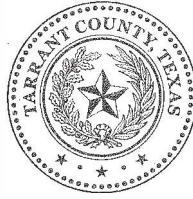
This letter is regarding the award for Bid F2026039 Addendum 2. For the purchase of Rubber Tire Pneumatic Rollers. Having reviewed the bids that your department received and submitted to our department, I am pleased to recommend that the contract be awarded as set forth below:

ROMCO

Sincerely,

Mayo Sanchez

Equipment Maintenance and Training Coordinator
Tarrant County Precinct 3



TARRANT COUNTY
PRECINCT NUMBER FOUR

MANNY RAMIREZ
COUNTY COMMISSIONER
PRECINCT NO. 4

DOUG DEWEESE
DIRECTOR OF FIELD OPERATIONS
PRECINCT NO. 4

Feb 09, 2026

To: Meagan Bogusch
Tarrant County Purchasing

From: Doug Deweese, Director Precinct #4
Maintenance Facility

Subject: F2026-039 Pneumatic Rubber Tire Roller

After reviewing the bid results for annual contract F2026039, "Purchase Pneumatic Rubber Tire Roller", Precinct #4 has no objection to the ROMCO: Submitted PT 125 and PT 240 as stipulated in email dated 02-05-2026.

Thank you,

Doug Deweese, Director of Operations
Precinct #4 Maintenance Facility



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. F2026039 Purchase of Rubber Tire Pneumatic Rollers - Countywide - 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.



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:
{{customNumber.courtOrder}}

Page: 1 of 22

Department: Purchasing

Prepared By: Julian Cano

Approved By: Christopher Lax, CPSM,
CPSD, CPCP

SUBJECT:

Bid No. F2026043 - Annual Contract for Electronic Fire Alarm Inspections, Repairs, and Parts Replacement - Countywide - Various Vendors - Per Unit Price and Hourly Rates

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award Bid No. F2026043, Annual Contract for Electronic Fire Alarm Inspections, Repairs, and Parts Replacement, Countywide, to the following vendors at the per unit price and hourly rates:

Primary	Everon, LLC
Secondary	Abco Fire and Security

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 one hundred seventy-two (1,172) 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 January 15, 2026, was attended by two (2) vendors as well as representatives from Facilities Management and Purchasing. Six (6) bids and ten (10) 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 April 30, 2026.

Subject to continued funding by the Commissioners Court, this agreement shall automatically renew on April 30, 2027, and April 30, 2028, hereafter for two (2) twelve (12) month periods ending on April 29, 2029, unless sooner terminated by either party as provided herein.

This contract is to inspect, repair, install, and replace fire alarms systems, and other related fire alarm parts throughout Tarrant County buildings under National Fire Protection Association Standard Codes 25 and 72.

Therefore, it is the joint recommendation of Facilities Management and Purchasing that Bid No. F2026043, Annual Contract for Electronic Fire Alarm Inspections, Repairs, and Parts Replacement, be awarded to the vendors listed above at the per unit price and hourly rates.

FISCAL IMPACT

Expenses for last year were approximately \$206,000.00. Funding is available in account 10000-2026 General Fund/Various Cost Centers/532011 Building Maintenance.

Attachments

[F2026043 - Backup.pdf](#)

Bid No. F2026043 Annual Contract for Electronic Fire Alarms, Inspections, Repairs and Parts Replacement

				Primary		Secondary	
				Everon, LLC Fort Worth, TX HUB - No CO-OP - Yes		Abco Fire and Security Dallas, TX HUB - No CO-OP - Yes	
				Total Price	\$119,205.00	Total Price	\$166,550.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Section 1- FIRE ALARM INSPECTIONS			\$17,055.00	\$17,055.00	\$57,925.00	\$57,925.00
1.1	DOWNTOWN BUILDINGS:350 West Belknap Building (350)(Part of Basement & Floors 1-4)350 West Belknap StreetFort Worth, TX 76196	1	Price Per Building	\$140.00	\$140.00	\$335.00	\$335.00
1.2	350 West Belknap Building (350)(Part of Basement & Floors 5-6)350 West Belknap StreetFort Worth, TX 76196	1	Price Per Building	\$640.00	\$640.00	\$2,770.00	\$2,770.00
1.3	Administration Building (ADMIN)100 E. Weatherford StreetFort Worth, TX 76196	1	Price Per Building	\$1,000.00	\$1,000.00	\$600.00	\$600.00
1.4	Calhoun Garage (FLG)101 Calhoun StreetFort Worth, TX 76196	1	Price Per Building	\$140.00	\$140.00	\$225.00	\$225.00
1.5	Corrections Center (TCCC)100 N. Lamar StreetFort Worth, TX 76196	1	Price Per Building	\$1,500.00	\$1,500.00	\$9,435.00	\$9,435.00
1.6	Criminal Courts Building (CCB)300 W. Belknap StreetFort Worth, TX 76196	1	Price Per Building	\$550.00	\$550.00	\$4,175.00	\$4,175.00
1.7	Criminal Justice Building (CJB)200 W. Belknap StreetFort Worth, TX 76196	1	Price Per Building	\$550.00	\$550.00	\$1,140.00	\$1,140.00
1.8	Family Law Center (FLC)200 E. Weatherford StreetFort Worth, TX 76196	1	Price Per Building	\$550.00	\$550.00	\$1,100.00	\$1,100.00
1.9	Lon Evans Corrections Center (LECC)600 W. Weatherford StreetFort Worth, TX 76196	1	Price Per Building	\$1,000.00	\$1,000.00	\$7,925.00	\$7,925.00
1.10	Plaza Building (PB)200 Taylor StreetFort Worth TX 76196	1	Price Per Building	\$1,000.00	\$1,000.00	\$2,875.00	\$2,875.00

Bid No. F2026043 Annual Contract for Electronic Fire Alarms, Inspections, Repairs and Parts Replacement

				Korsar-Contracts LLC Austin, TX HUB - No		TDIndustries, Inc. (TD Industries) Fort Worth, TX HUB - No	
				Total Price	\$178,895.00	Total Price	\$236,557.50
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Section 1- FIRE ALARM INSPECTIONS			\$95,920.00	\$95,920.00	\$141,525.00	\$141,525.00
1.1	DOWNTOWN BUILDINGS:350 West Belknap Building (350)(Part of Basement & Floors 1-4)350 West Belknap StreetFort Worth, TX 76196	1	Price Per Building	\$350.00	\$350.00	\$2,775.00	\$2,775.00
1.2	350 West Belknap Building (350)(Part of Basement & Floors 5-6)350 West Belknap StreetFort Worth, TX 76196	1	Price Per Building	\$4,900.00	\$4,900.00	\$2,775.00	\$2,775.00
1.3	Administration Building (ADMIN)100 E. Weatherford StreetFort Worth, TX 76196	1	Price Per Building	\$1,100.00	\$1,100.00	\$2,775.00	\$2,775.00
1.4	Calhoun Garage (FLG)101 Calhoun StreetFort Worth, TX 76196	1	Price Per Building	\$120.00	\$120.00	\$2,775.00	\$2,775.00
1.5	Corrections Center (TCCC)100 N. Lamar StreetFort Worth, TX 76196	1	Price Per Building	\$16,500.00	\$16,500.00	\$2,775.00	\$2,775.00
1.6	Criminal Courts Building (CCB)300 W. Belknap StreetFort Worth, TX 76196	1	Price Per Building	\$8,300.00	\$8,300.00	\$2,775.00	\$2,775.00
1.7	Criminal Justice Building (CJB)200 W. Belknap StreetFort Worth, TX 76196	1	Price Per Building	\$1,900.00	\$1,900.00	\$2,775.00	\$2,775.00
1.8	Family Law Center (FLC)200 E. Weatherford StreetFort Worth, TX 76196	1	Price Per Building	\$1,900.00	\$1,900.00	\$2,775.00	\$2,775.00
1.9	Lon Evans Corrections Center (LECC)600 W. Weatherford StreetFort Worth, TX 76196	1	Price Per Building	\$17,300.00	\$17,300.00	\$2,775.00	\$2,775.00
1.10	Plaza Building (PB)200 Taylor StreetFort Worth TX 76196	1	Price Per Building	\$4,300.00	\$4,300.00	\$2,775.00	\$2,775.00

Bid No. F2026043 Annual Contract for Electronic Fire Alarms, Inspections, Repairs and Parts Replacement

				Communication Concepts (Communion Inc.) Haltom City, TX HUB - No		Caruth Protection Services, LLC Sunnyvale, TX HUB - No	
				Total Price	\$258,867.62	Total Price	\$270,338.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Section 1- FIRE ALARM INSPECTIONS			\$151,767.62	\$151,767.62	\$149,588.00	\$149,588.00
1.1	DOWNTOWN BUILDINGS:350 West Belknap Building (350)(Part of Basement & Floors 1-4)350 West Belknap StreetFort Worth, TX 76196	1	Price Per Building	\$586.25	\$586.25	\$734.00	\$734.00
1.2	350 West Belknap Building (350)(Part of Basement & Floors 5-6)350 West Belknap StreetFort Worth, TX 76196	1	Price Per Building	\$6,138.13	\$6,138.13	\$7,552.00	\$7,552.00
1.3	Administration Building (ADMIN)100 E. Weatherford StreetFort Worth, TX 76196	1	Price Per Building	\$1,320.00	\$1,320.00	\$426.00	\$426.00
1.4	Calhoun Garage (FLG)101 Calhoun StreetFort Worth, TX 76196	1	Price Per Building	\$367.50	\$367.50	\$26,214.00	\$26,214.00
1.5	Corrections Center (TCCC)100 N. Lamar StreetFort Worth, TX 76196	1	Price Per Building	\$24,690.63	\$24,690.63	\$11,486.00	\$11,486.00
1.6	Criminal Courts Building (CCB)300 W. Belknap StreetFort Worth, TX 76196	1	Price Per Building	\$9,565.00	\$9,565.00	\$2,988.00	\$2,988.00
1.7	Criminal Justice Building (CJB)200 W. Belknap StreetFort Worth, TX 76196	1	Price Per Building	\$2,661.25	\$2,661.25	\$2,876.00	\$2,876.00
1.8	Family Law Center (FLC)200 E. Weatherford StreetFort Worth, TX 76196	1	Price Per Building	\$4,300.00	\$4,300.00	\$21,986.00	\$21,986.00
1.9	Lon Evans Corrections Center (LECC)600 W. Weatherford StreetFort Worth, TX 76196	1	Price Per Building	\$23,548.13	\$23,548.13	\$7,846.00	\$7,846.00
1.10	Plaza Building (PB)200 Taylor StreetFort Worth TX 76196	1	Price Per Building	\$9,441.25	\$9,441.25	\$580.00	\$580.00

Bid No. F2026043 Annual Contract for Electronic Fire Alarms, Inspections, Repairs and Parts Replacement

				Primary		Secondary	
				Everon, LLC Fort Worth, TX HUB - No CO-OP - Yes		Abco Fire and Security Dallas, TX HUB - No CO-OP - Yes	
				Total Price	\$119,205.00	Total Price	\$166,550.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1.11	Plaza Garage (PG)601 W. Weatherford StreetFort Worth, TX 76196	1	Price Per Building	\$140.00	\$140.00	\$280.00	\$280.00
1.12	Taylor Garage (TG)213 N. Houston StreetFort Worth, TX 76196	1	Price Per Building	\$140.00	\$140.00	\$340.00	\$340.00
1.13	Tim Curry Criminal Justice Center (TCCJC)401 W. Belknap StreetFort Worth, TX 76196	1	Price Per Building	\$1,000.00	\$1,000.00	\$2,095.00	\$2,095.00
1.14	Tom Vandergriff Civil Courts Building (TVCCB)100 N. Calhoun StreetFort Worth, TX 76196	1	Price Per Building	\$1,000.00	\$1,000.00	\$1,180.00	\$1,180.00
1.15	SUBURBAN BUILDINGS:Charles F. Griffin Building (CFG BLDG)3212 Miller AvenueFort Worth, TX 76119	1	Price Per Building	\$140.00	\$140.00	\$600.00	\$600.00
1.16	Cold Springs Jail (COLD)1815 Cold Springs StreetFort Worth, TX 76196	1	Price Per Building	\$550.00	\$550.00	\$1,130.00	\$1,130.00
1.17	Dionne Phillips Bagsby Southwest Subcourthouse (SW SUB)6651 Granbury RoadFort Worth, TX 76133	1	Price Per Building	\$240.00	\$240.00	\$290.00	\$290.00
1.18	Green Bay Jail (GBJ)2500 Urban DriveFort Worth, TX 76101	1	Price Per Building	\$1,000.00	\$1,000.00	\$4,825.00	\$4,825.00
1.19	Lancaster Annex2700 Ben AvenueFort Worth, TX 76103	1	Price Per Building	\$140.00	\$140.00	\$375.00	\$375.00
1.20	Lonnell E. Cooper Community Justice Center (LECCJC)3210 Miller AvenueFort Worth, TX 76119	1	Price Per Building	\$140.00	\$140.00	\$600.00	\$600.00

Bid No. F2026043 Annual Contract for Electronic Fire Alarms, Inspections, Repairs and Parts Replacement

				Korsar-Contracts LLC Austin, TX HUB - No		TDIndustries, Inc. (TD Industries) Fort Worth, TX HUB - No	
				Total Price	\$178,895.00	Total Price	\$236,557.50
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1.11	Plaza Garage (PG)601 W. Weatherford StreetFort Worth, TX 76196	1	Price Per Building	\$220.00	\$220.00	\$2,775.00	\$2,775.00
1.12	Taylor Garage (TG)213 N. Houston StreetFort Worth, TX 76196	1	Price Per Building	\$320.00	\$320.00	\$2,775.00	\$2,775.00
1.13	Tim Curry Criminal Justice Center (TCCJC)401 W. Belknap StreetFort Worth, TX 76196	1	Price Per Building	\$4,100.00	\$4,100.00	\$2,775.00	\$2,775.00
1.14	Tom Vandergriff Civil Courts Building (TVCCB)100 N. Calhoun StreetFort Worth, TX 76196	1	Price Per Building	\$2,100.00	\$2,100.00	\$2,775.00	\$2,775.00
1.15	SUBURBAN BUILDINGS:Charles F. Griffin Building (CFG BLDG)3212 Miller AvenueFort Worth, TX 76119	1	Price Per Building	\$1,000.00	\$1,000.00	\$2,775.00	\$2,775.00
1.16	Cold Springs Jail (COLD)1815 Cold Springs StreetFort Worth, TX 76196	1	Price Per Building	\$1,900.00	\$1,900.00	\$2,775.00	\$2,775.00
1.17	Dionne Phillips Bagsby Southwest Subcourthouse (SW SUB)6651 Granbury RoadFort Worth, TX 76133	1	Price Per Building	\$220.00	\$220.00	\$2,775.00	\$2,775.00
1.18	Green Bay Jail (GBJ)2500 Urban DriveFort Worth, TX 76101	1	Price Per Building	\$8,300.00	\$8,300.00	\$2,775.00	\$2,775.00
1.19	Lancaster Annex2700 Ben AvenueFort Worth, TX 76103	1	Price Per Building	\$400.00	\$400.00	\$2,775.00	\$2,775.00
1.20	Lonnell E. Cooper Community Justice Center (LECCJC)3210 Miller AvenueFort Worth, TX 76119	1	Price Per Building	\$900.00	\$900.00	\$2,775.00	\$2,775.00

Bid No. F2026043 Annual Contract for Electronic Fire Alarms, Inspections, Repairs and Parts Replacement

				Communication Concepts (Communion Inc.) Haltom City, TX HUB - No		Caruth Protection Services, LLC Sunnyvale, TX HUB - No	
				Total Price	\$258,867.62	Total Price	\$270,338.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1.11	Plaza Garage (PG)601 W. Weatherford StreetFort Worth, TX 76196	1	Price Per Building	\$463.75	\$463.75	\$748.00	\$748.00
1.12	Taylor Garage (TG)213 N. Houston StreetFort Worth, TX 76196	1	Price Per Building	\$773.75	\$773.75	\$5,662.00	\$5,662.00
1.13	Tim Curry Criminal Justice Center (TCCJC)401 W. Belknap StreetFort Worth, TX 76196	1	Price Per Building	\$6,357.50	\$6,357.50	\$3,100.00	\$3,100.00
1.14	Tom Vandergriff Civil Courts Building (TVCCB)100 N. Calhoun StreetFort Worth, TX 76196	1	Price Per Building	\$4,307.50	\$4,307.50	\$3,100.00	\$3,100.00
1.15	SUBURBAN BUILDINGS:Charles F. Griffin Building (CFG BLDG)3212 Miller AvenueFort Worth, TX 76119	1	Price Per Building	\$1,817.50	\$1,817.50	\$1,476.00	\$1,476.00
1.16	Cold Springs Jail (COLD)1815 Cold Springs StreetFort Worth, TX 76196	1	Price Per Building	\$2,875.00	\$2,875.00	\$608.00	\$608.00
1.17	Dionne Phillips Bagsby Southwest Subcourthouse (SW SUB)6651 Granbury RoadFort Worth, TX 76133	1	Price Per Building	\$566.25	\$566.25	\$13,306.00	\$13,306.00
1.18	Green Bay Jail (GBJ)2500 Urban DriveFort Worth, TX 76101	1	Price Per Building	\$12,490.00	\$12,490.00	\$846.00	\$846.00
1.19	Lancaster Annex2700 Ben AvenueFort Worth, TX 76103	1	Price Per Building	\$643.13	\$643.13	\$1,476.00	\$1,476.00
1.20	Lonnell E. Cooper Community Justice Center (LECCJC)3210 Miller AvenueFort Worth, TX 76119	1	Price Per Building	\$1,817.50	\$1,817.50	\$1,000.00	\$1,000.00

Bid No. F2026043 Annual Contract for Electronic Fire Alarms, Inspections, Repairs and Parts Replacement

				Primary		Secondary	
				Everon, LLC Fort Worth, TX HUB - No CO-OP - Yes		Abco Fire and Security Dallas, TX HUB - No CO-OP - Yes	
				Total Price	\$119,205.00	Total Price	\$166,550.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1.21	Medical Examiner's Office & Forensic Laboratory (MEO)200 Feliks Gwozdz PlaceFort Worth, TX 76104	1	Price Per Building	\$140.00	\$140.00	\$430.00	\$430.00
1.22	Miller Avenue Administration Building (MILLER)3500 Miller AvenueFort Worth, TX 76119	1	Price Per Building	\$140.00	\$140.00	\$370.00	\$370.00
1.23	Northeast Annex (NE ANX - Upper and Lower)837 Brown TrailBedford TX 76022	1	Price Per Building	\$140.00	\$140.00	\$500.00	\$500.00
1.24	Northeast Courthouse (NE CH)645 Grapevine HighwayHurst, TX 76054	1	Price Per Building	\$140.00	\$140.00	\$270.00	\$270.00
1.25	North Patrol Building (NP BLDG)6651 Lake Worth BoulevardLake Worth, Tx 76135	1	Price Per Building	\$140.00	\$140.00	\$240.00	\$240.00
1.26	Northwest Annex (NW SUB)3800 Adam Grubb DriveLake Worth, TX 76135	1	Price Per Building	\$140.00	\$140.00	\$425.00	\$425.00
1.27	Northwest Subcourthouse (NW SUB)6713 Telephone RoadLake Worth, TX 76135	1	Price Per Building	\$280.00	\$280.00	\$1,205.00	\$1,205.00
1.28	Precinct 1 South Maintenance Center800 E. Rendon Crowley RoadBurleson, TX 76028BUILDING A	1	Price Per Building	\$125.00	\$125.00	\$260.00	\$260.00
1.29	Precinct 1 South Maintenance Center800 E. Rendon Crowley RoadBurleson, TX 76028BUILDING B	1	Price Per Building	\$125.00	\$125.00	\$210.00	\$210.00

Bid No. F2026043 Annual Contract for Electronic Fire Alarms, Inspections, Repairs and Parts Replacement

				Korsar-Contracts LLC Austin, TX HUB - No		TDIndustries, Inc. (TD Industries) Fort Worth, TX HUB - No	
				Total Price	\$178,895.00	Total Price	\$236,557.50
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1.21	Medical Examiner's Office & Forensic Laboratory (MEO)200 Feliks Gwozdz PlaceFort Worth, TX 76104	1	Price Per Building	\$500.00	\$500.00	\$2,775.00	\$2,775.00
1.22	Miller Avenue Administration Building (MILLER)3500 Miller AvenueFort Worth, TX 76119	1	Price Per Building	\$400.00	\$400.00	\$2,775.00	\$2,775.00
1.23	Northeast Annex (NE ANX - Upper and Lower)837 Brown TrailBedford TX 76022	1	Price Per Building	\$700.00	\$700.00	\$2,775.00	\$2,775.00
1.24	Northeast Courthouse (NE CH)645 Grapevine HighwayHurst, TX 76054	1	Price Per Building	\$200.00	\$200.00	\$2,775.00	\$2,775.00
1.25	North Patrol Building (NP BLDG)6651 Lake Worth BoulevardLake Worth, Tx 76135	1	Price Per Building	\$150.00	\$150.00	\$2,775.00	\$2,775.00
1.26	Northwest Annex (NW SUB)3800 Adam Grubb DriveLake Worth, TX 76135	1	Price Per Building	\$500.00	\$500.00	\$2,775.00	\$2,775.00
1.27	Northwest Subcourthouse (NW SUB)6713 Telephone RoadLake Worth, TX 76135	1	Price Per Building	\$2,100.00	\$2,100.00	\$2,775.00	\$2,775.00
1.28	Precinct 1 South Maintenance Center800 E. Rendon Crowley RoadBurleson, TX 76028BUILDING A	1	Price Per Building	\$150.00	\$150.00	\$2,775.00	\$2,775.00
1.29	Precinct 1 South Maintenance Center800 E. Rendon Crowley RoadBurleson, TX 76028BUILDING B	1	Price Per Building	\$70.00	\$70.00	\$2,775.00	\$2,775.00

Bid No. F2026043 Annual Contract for Electronic Fire Alarms, Inspections, Repairs and Parts Replacement

				Communication Concepts (Communion Inc.) Haltom City, TX HUB - No		Caruth Protection Services, LLC Sunnyvale, TX HUB - No	
				Total Price	\$258,867.62	Total Price	\$270,338.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1.21	Medical Examiner's Office & Forensic Laboratory (MEO)200 Feliks Gwozdz PlaceFort Worth, TX 76104	1	Price Per Building	\$1,188.75	\$1,188.75	\$1,000.00	\$1,000.00
1.22	Miller Avenue Administration Building (MILLER)3500 Miller AvenueFort Worth, TX 76119	1	Price Per Building	\$708.13	\$708.13	\$1,896.00	\$1,896.00
1.23	Northeast Annex (NE ANX - Upper and Lower)837 Brown TrailBedford TX 76022	1	Price Per Building	\$1,415.00	\$1,415.00	\$1,196.00	\$1,196.00
1.24	Northeast Courthouse (NE CH)645 Grapevine HighwayHurst, TX 76054	1	Price Per Building	\$506.88	\$506.88	\$552.00	\$552.00
1.25	North Patrol Building (NP BLDG)6651 Lake Worth BoulevardLake Worth, Tx 76135	1	Price Per Building	\$525.63	\$525.63	\$468.00	\$468.00
1.26	Northwest Annex (NW SUB)3800 Adam Grubb DriveLake Worth, TX 76135	1	Price Per Building	\$1,140.63	\$1,140.63	\$1,196.00	\$1,196.00
1.27	Northwest Subcourthouse (NW SUB)6713 Telephone RoadLake Worth, TX 76135	1	Price Per Building	\$4,585.63	\$4,585.63	\$552.00	\$552.00
1.28	Precinct 1 South Maintenance Center800 E. Rendon Crowley RoadBurleson, TX 76028BUILDING A	1	Price Per Building	\$360.63	\$360.63	\$384.00	\$384.00
1.29	Precinct 1 South Maintenance Center800 E. Rendon Crowley RoadBurleson, TX 76028BUILDING B	1	Price Per Building	\$307.50	\$307.50	\$342.00	\$342.00

Bid No. F2026043 Annual Contract for Electronic Fire Alarms, Inspections, Repairs and Parts Replacement

				Primary		Secondary	
				Everon, LLC Fort Worth, TX HUB - No CO-OP - Yes		Abco Fire and Security Dallas, TX HUB - No CO-OP - Yes	
				Total Price	\$119,205.00	Total Price	\$166,550.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1.30	Precinct 1 South Maintenance Center 800 E. Rendon Crowley Road Burleson, TX 76028 BUILDING C	1	Price Per Building	\$125.00	\$125.00	\$195.00	\$195.00
1.31	Precinct 2 Maintenance 1203 E. Mansfield Highway Kennedale, TX 76140	1	Price Per Building	\$140.00	\$140.00	\$320.00	\$320.00
1.32	Reproduction Center (REPRO) 600 S. Sylvania Ave Fort Worth, TX 76111	1	Price Per Building	\$140.00	\$140.00	\$575.00	\$575.00
1.33	RESOURCE CONNECTION: **Includes fifteen (15) Buildings on Campus** Resource Connection (TCRC) 1100 Circle Drive Fort Worth, TX 76119	1	Price Per Building	\$100.00	\$100.00	\$300.00	\$300.00
1.34	Resource Connection (TCRC) 1200 Circle Drive Fort Worth, TX 76119	1	Price Per Building	\$100.00	\$100.00	\$500.00	\$500.00
1.35	Resource Connection (TCRC) 1300 Circle Drive Fort Worth, TX 76119	1	Price Per Building	\$100.00	\$100.00	\$600.00	\$600.00
1.36	Resource Connection (TCRC) 1400 Circle Drive Fort Worth, TX 76119	1	Price Per Building	\$100.00	\$100.00	\$555.00	\$555.00
1.37	Resource Connection (TCRC) 1500 Circle Drive Fort Worth, TX 76119	1	Price Per Building	\$100.00	\$100.00	\$630.00	\$630.00
1.38	Resource Connection (TCRC) 1801 Circle Drive Fort Worth, TX 76119	1	Price Per Building	\$100.00	\$100.00	\$255.00	\$255.00
1.39	Resource Connection (TCRC) 2100 Circle Drive Fort Worth, TX 76119	1	Price Per Building	\$100.00	\$100.00	\$360.00	\$360.00

Bid No. F2026043 Annual Contract for Electronic Fire Alarms, Inspections, Repairs and Parts Replacement

				Korsar-Contracts LLC Austin, TX HUB - No		TDIndustries, Inc. (TD Industries) Fort Worth, TX HUB - No	
				Total Price	\$178,895.00	Total Price	\$236,557.50
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1.30	Precinct 1 South Maintenance Center 800 E. Rendon Crowley Road Burleson, TX 76028 BUILDING C	1	Price Per Building	\$70.00	\$70.00	\$2,775.00	\$2,775.00
1.31	Precinct 2 Maintenance 1203 E. Mansfield Highway Kennedale, TX 76140	1	Price Per Building	\$500.00	\$500.00	\$2,775.00	\$2,775.00
1.32	Reproduction Center (REPRO) 600 S. Sylvania Ave Fort Worth, TX 76111	1	Price Per Building	\$800.00	\$800.00	\$2,775.00	\$2,775.00
1.33	RESOURCE CONNECTION: **Includes fifteen (15) Buildings on Campus** Resource Connection (TCRC) 1100 Circle Drive Fort Worth, TX 76119	1	Price Per Building	\$220.00	\$220.00	\$2,775.00	\$2,775.00
1.34	Resource Connection (TCRC) 1200 Circle Drive Fort Worth, TX 76119	1	Price Per Building	\$700.00	\$700.00	\$2,775.00	\$2,775.00
1.35	Resource Connection (TCRC) 1300 Circle Drive Fort Worth, TX 76119	1	Price Per Building	\$900.00	\$900.00	\$2,775.00	\$2,775.00
1.36	Resource Connection (TCRC) 1400 Circle Drive Fort Worth, TX 76119	1	Price Per Building	\$800.00	\$800.00	\$2,775.00	\$2,775.00
1.37	Resource Connection (TCRC) 1500 Circle Drive Fort Worth, TX 76119	1	Price Per Building	\$950.00	\$950.00	\$2,775.00	\$2,775.00
1.38	Resource Connection (TCRC) 1801 Circle Drive Fort Worth, TX 76119	1	Price Per Building	\$140.00	\$140.00	\$2,775.00	\$2,775.00
1.39	Resource Connection (TCRC) 2100 Circle Drive Fort Worth, TX 76119	1	Price Per Building	\$350.00	\$350.00	\$2,775.00	\$2,775.00

Bid No. F2026043 Annual Contract for Electronic Fire Alarms, Inspections, Repairs and Parts Replacement

				Communication Concepts (Communion Inc.) Haltom City, TX HUB - No		Caruth Protection Services, LLC Sunnyvale, TX HUB - No	
				Total Price	\$258,867.62	Total Price	\$270,338.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1.30	Precinct 1 South Maintenance Center 800 E. Rendon Crowley Road Burleson, TX 76028 BUILDING C	1	Price Per Building	\$213.75	\$213.75	\$692.00	\$692.00
1.31	Precinct 2 Maintenance 1203 E. Mansfield Highway Kennedale, TX 76140	1	Price Per Building	\$480.63	\$480.63	\$1,406.00	\$1,406.00
1.32	Reproduction Center (REPRO) 600 S. Sylvania Ave Fort Worth, TX 76111	1	Price Per Building	\$1,213.13	\$1,213.13	\$636.00	\$636.00
1.33	RESOURCE CONNECTION: **Includes fifteen (15) Buildings on Campus** Resource Connection (TCRC) 1100 Circle Drive Fort Worth, TX 76119	1	Price Per Building	\$456.88	\$456.88	\$1,196.00	\$1,196.00
1.34	Resource Connection (TCRC) 1200 Circle Drive Fort Worth, TX 76119	1	Price Per Building	\$955.63	\$955.63	\$1,476.00	\$1,476.00
1.35	Resource Connection (TCRC) 1300 Circle Drive Fort Worth, TX 76119	1	Price Per Building	\$1,165.63	\$1,165.63	\$1,350.00	\$1,350.00
1.36	Resource Connection (TCRC) 1400 Circle Drive Fort Worth, TX 76119	1	Price Per Building	\$1,062.50	\$1,062.50	\$1,560.00	\$1,560.00
1.37	Resource Connection (TCRC) 1500 Circle Drive Fort Worth, TX 76119	1	Price Per Building	\$1,216.25	\$1,216.25	\$510.00	\$510.00
1.38	Resource Connection (TCRC) 1801 Circle Drive Fort Worth, TX 76119	1	Price Per Building	\$345.00	\$345.00	\$804.00	\$804.00
1.39	Resource Connection (TCRC) 2100 Circle Drive Fort Worth, TX 76119	1	Price Per Building	\$660.63	\$660.63	\$370.00	\$370.00

Bid No. F2026043 Annual Contract for Electronic Fire Alarms, Inspections, Repairs and Parts Replacement

				Primary		Secondary	
				Everon, LLC Fort Worth, TX HUB - No CO-OP - Yes		Abco Fire and Security Dallas, TX HUB - No CO-OP - Yes	
				Total Price	\$119,205.00	Total Price	\$166,550.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1.40	Resource Connection (TCRC)2200 Circle DriveFort Worth, TX 76119	1	Price Per Building	\$100.00	\$100.00	\$205.00	\$205.00
1.41	Resource Connection (TCRC)2300 Circle DriveFort Worth, TX 76119	1	Price Per Building	\$100.00	\$100.00	\$385.00	\$385.00
1.42	Resource Connection (TCRC)2400 Circle DriveFort Worth, TX 76119	1	Price Per Building	\$100.00	\$100.00	\$220.00	\$220.00
1.43	Resource Connection (TCRC)2500 Circle DriveFort Worth, TX 76119	1	Price Per Building	\$100.00	\$100.00	\$770.00	\$770.00
1.44	Resource Connection (TCRC)5000 Resource DriveFort Worth, TX 76119	1	Price Per Building	\$100.00	\$100.00	\$320.00	\$320.00
1.45	Resource Connection (TCRC)5020 Resource DriveFort Worth, TX 76119	1	Price Per Building	\$100.00	\$100.00	\$275.00	\$275.00
1.46	Resource Connection (TCRC)5041 Resource DriveFort Worth, TX 76119	1	Price Per Building	\$100.00	\$100.00	\$455.00	\$455.00
1.47	Resource Connection (TCRC)5051 Resource DriveFort Worth, TX 76119	1	Price Per Building	\$100.00	\$100.00	\$540.00	\$540.00
1.48	Scott D. Moore Juvenile Justice Center (LROSS)2701 Kimbo RoadFort Worth, TX 76111	1	Price Per Building	\$1,800.00	\$1,800.00	\$2,610.00	\$2,610.00
1.49	Subcourthouse at Mansfield (MANS)1100 E. Broad StreetMansfield, TX 76063	1	Price Per Building	\$140.00	\$140.00	\$675.00	\$675.00
1.50	Subcourthouse in Arlington (ARL)700 E. Abram StreetArlington, TX 76010	1	Price Per Building	\$140.00	\$140.00	\$705.00	\$705.00
1.51	Southeast Annex (SE ANX)724 E. Border StreetArlington, TX 76010	1	Price Per Building	\$140.00	\$140.00	\$270.00	\$270.00
2	Section II - FIRE ALARM REPAIRS			\$100,650.00	\$100,650.00	\$106,875.00	\$106,875.00

Bid No. F2026043 Annual Contract for Electronic Fire Alarms, Inspections, Repairs and Parts Replacement

				Korsar-Contracts LLC Austin, TX HUB - No		TDIndustries, Inc. (TD Industries) Fort Worth, TX HUB - No	
				Total Price	\$178,895.00	Total Price	\$236,557.50
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1.40	Resource Connection (TCRC)2200 Circle DriveFort Worth, TX 76119	1	Price Per Building	\$60.00	\$60.00	\$2,775.00	\$2,775.00
1.41	Resource Connection (TCRC)2300 Circle DriveFort Worth, TX 76119	1	Price Per Building	\$420.00	\$420.00	\$2,775.00	\$2,775.00
1.42	Resource Connection (TCRC)2400 Circle DriveFort Worth, TX 76119	1	Price Per Building	\$90.00	\$90.00	\$2,775.00	\$2,775.00
1.43	Resource Connection (TCRC)2500 Circle DriveFort Worth, TX 76119	1	Price Per Building	\$1,000.00	\$1,000.00	\$2,775.00	\$2,775.00
1.44	Resource Connection (TCRC)5000 Resource DriveFort Worth, TX 76119	1	Price Per Building	\$300.00	\$300.00	\$2,775.00	\$2,775.00
1.45	Resource Connection (TCRC)5020 Resource DriveFort Worth, TX 76119	1	Price Per Building	\$200.00	\$200.00	\$2,775.00	\$2,775.00
1.46	Resource Connection (TCRC)5041 Resource DriveFort Worth, TX 76119	1	Price Per Building	\$500.00	\$500.00	\$2,775.00	\$2,775.00
1.47	Resource Connection (TCRC)5051 Resource DriveFort Worth, TX 76119	1	Price Per Building	\$700.00	\$700.00	\$2,775.00	\$2,775.00
1.48	Scott D. Moore Juvenile Justice Center (LROSS)2701 Kimbo RoadFort Worth, TX 76111	1	Price Per Building	\$4,900.00	\$4,900.00	\$2,775.00	\$2,775.00
1.49	Subcourthouse at Mansfield (MANS)1100 E. Broad StreetMansfield, TX 76063	1	Price Per Building	\$1,000.00	\$1,000.00	\$2,775.00	\$2,775.00
1.50	Subcourthouse in Arlington (ARL)700 E. Abram StreetArlington, TX 76010	1	Price Per Building	\$220.00	\$220.00	\$2,775.00	\$2,775.00
1.51	Southeast Annex (SE ANX)724 E. Border StreetArlington, TX 76010	1	Price Per Building	\$200.00	\$200.00	\$2,775.00	\$2,775.00
2	Section II - FIRE ALARM REPAIRS			\$81,475.00	\$81,475.00	\$93,157.50	\$93,157.50

Bid No. F2026043 Annual Contract for Electronic Fire Alarms, Inspections, Repairs and Parts Replacement

				Communication Concepts (Communion Inc.) Haltom City, TX HUB - No		Caruth Protection Services, LLC Sunnyvale, TX HUB - No	
				Total Price	\$258,867.62	Total Price	\$270,338.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1.40	Resource Connection (TCRC)2200 Circle DriveFort Worth, TX 76119	1	Price Per Building	\$226.25	\$226.25	\$874.00	\$874.00
1.41	Resource Connection (TCRC)2300 Circle DriveFort Worth, TX 76119	1	Price Per Building	\$806.88	\$806.88	\$412.00	\$412.00
1.42	Resource Connection (TCRC)2400 Circle DriveFort Worth, TX 76119	1	Price Per Building	\$307.50	\$307.50	\$1,952.00	\$1,952.00
1.43	Resource Connection (TCRC)2500 Circle DriveFort Worth, TX 76119	1	Price Per Building	\$1,745.63	\$1,745.63	\$692.00	\$692.00
1.44	Resource Connection (TCRC)5000 Resource DriveFort Worth, TX 76119	1	Price Per Building	\$452.50	\$452.50	\$566.00	\$566.00
1.45	Resource Connection (TCRC)5020 Resource DriveFort Worth, TX 76119	1	Price Per Building	\$368.13	\$368.13	\$1,070.00	\$1,070.00
1.46	Resource Connection (TCRC)5041 Resource DriveFort Worth, TX 76119	1	Price Per Building	\$878.13	\$878.13	\$1,308.00	\$1,308.00
1.47	Resource Connection (TCRC)5051 Resource DriveFort Worth, TX 76119	1	Price Per Building	\$994.38	\$994.38	\$7,104.00	\$7,104.00
1.48	Scott D. Moore Juvenile Justice Center (LROSS)2701 Kimbo RoadFort Worth, TX 76111	1	Price Per Building	\$8,968.13	\$8,968.13	\$1,686.00	\$1,686.00
1.49	Subcourthouse at Mansfield (MANS)1100 E. Broad StreetMansfield, TX 76063	1	Price Per Building	\$2,672.50	\$2,672.50	\$636.00	\$636.00
1.50	Subcourthouse in Arlington (ARL)700 E. Abram StreetArlington, TX 76010	1	Price Per Building	\$710.63	\$710.63	\$538.00	\$538.00
1.51	Southeast Annex (SE ANX)724 E. Border StreetArlington, TX 76010	1	Price Per Building	\$398.13	\$398.13	\$1,154.00	\$1,154.00
2	Section II - FIRE ALARM REPAIRS			\$106,150.00	\$106,150.00	\$119,175.00	\$119,175.00

Bid No. F2026043 Annual Contract for Electronic Fire Alarms, Inspections, Repairs and Parts Replacement

				Primary		Secondary	
				Everon, LLC Fort Worth, TX HUB - No CO-OP - Yes		Abco Fire and Security Dallas, TX HUB - No CO-OP - Yes	
				Total Price	\$119,205.00	Total Price	\$166,550.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
2.1	Certified and Licensed Technician, Hourly Rate Monday - Friday 8:00AM - 5:00PM	600	Per hour	\$120.00	\$72,000.00	\$100.00	\$60,000.00
2.2	Certified and Licensed Technician, Hourly Rate Monday through Friday and all day on Saturday and Sunday 5:01PM - 7:59AM	70	Per hour	\$120.00	\$8,400.00	\$150.00	\$10,500.00
2.3	Certified and Licensed Technician, Hourly Rate, Holidays observed by Tarrant County.	25	Per hour	\$120.00	\$3,000.00	\$175.00	\$4,375.00
2.4	Helper, Hourly Rate Monday - Friday 8:00 AM - 5:00 PM	250	Per hour	\$50.00	\$12,500.00	\$85.00	\$21,250.00
2.5	Helper, Hourly Rate Monday through Friday and all day on Saturday and Sunday 5:01PM - 7:50AM	70	Per hour	\$50.00	\$3,500.00	\$100.00	\$7,000.00
2.6	Helper, Hourly Rate, Holidays observed by Tarrant County.	25	Per hour	\$50.00	\$1,250.00	\$150.00	\$3,750.00
3	Emergency Call Rate	10	Per Hour	\$150.00	\$1,500.00	\$175.00	\$1,750.00

No Bids were received from Du-West Construction, Inc., Bound Tree Medical, LLC, J.Reynolds & Co., A Tecta America Company, Construction Solution USA LLC (Construction Solution USA), Complete Supply Inc, Crisis Prevention Institute, Inc., Texas Pipeline Services, Cerris Builders, Inc., Ideal Roofing Solutions (Ideal Partners Construction LLC), and Ideal Fire & Security.

Bid No. F2026043 Annual Contract for Electronic Fire Alarms, Inspections, Repairs and Parts Replacement

				Korsar-Contracts LLC Austin, TX HUB - No		TDIndustries, Inc. (TD Industries) Fort Worth, TX HUB - No	
				Total Price	\$178,895.00	Total Price	\$236,557.50
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
2.1	Certified and Licensed Technician, Hourly RateMonday - Friday8:00AM - 5:00PM	600	Per hour	\$85.00	\$51,000.00	\$125.00	\$75,000.00
2.2	Certified and Licensed Technician, Hourly RateMonday through Friday and all day on Saturday and Sunday5:01PM - 7:59AM	70	Per hour	\$110.00	\$7,700.00	\$187.50	\$13,125.00
2.3	Certified and Licensed Technician, Hourly Rate,Holidays observed by Tarrant County.	25	Per hour	\$135.00	\$3,375.00	\$187.50	\$4,687.50
2.4	Helper, Hourly RateMonday - Friday8:00 AM - 5:00 PM	250	Per hour	\$50.00	\$12,500.00	\$1.00	\$250.00
2.5	Helper, Hourly RateMonday through Friday and all day on Saturday and Sunday5:01PM - 7:50AM	70	Per hour	\$70.00	\$4,900.00	\$1.00	\$70.00
2.6	Helper, Hourly Rate, Holidays observed by Tarrant County.	25	Per hour	\$80.00	\$2,000.00	\$1.00	\$25.00
3	Emergency Call Rate	10	Per Hour	\$150.00	\$1,500.00	\$187.50	\$1,875.00
<p>No Bids were received from Du-West Construction, Inc., Bound Tree Medical, LLC, J.Reynolds & Co., A Tecta America Company, Construction Solution USA LLC (Construction Solution USA), Complete Supply Inc, Crisis Prevention Institute, Inc., Texas Pipeline Services, Cerris Builders, Inc., Ideal Roofing Solutions (Ideal Partners Construction LLC), and Ideal Fire & Security.</p>							

Bid No. F2026043 Annual Contract for Electronic Fire Alarms, Inspections, Repairs and Parts Replacement

				Communication Concepts (Communion Inc.) Haltom City, TX HUB - No		Caruth Protection Services, LLC Sunnyvale, TX HUB - No	
				Total Price	\$258,867.62	Total Price	\$270,338.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
2.1	Certified and Licensed Technician, Hourly Rate Monday - Friday 8:00AM - 5:00PM	600	Per hour	\$95.00	\$57,000.00	\$105.00	\$63,000.00
2.2	Certified and Licensed Technician, Hourly Rate Monday through Friday and all day on Saturday and Sunday 5:01PM - 7:59AM	70	Per hour	\$142.50	\$9,975.00	\$157.50	\$11,025.00
2.3	Certified and Licensed Technician, Hourly Rate, Holidays observed by Tarrant County.	25	Per hour	\$190.00	\$4,750.00	\$157.50	\$3,937.50
2.4	Helper, Hourly Rate Monday - Friday 8:00 AM - 5:00 PM	250	Per hour	\$85.00	\$21,250.00	\$105.00	\$26,250.00
2.5	Helper, Hourly Rate Monday through Friday and all day on Saturday and Sunday 5:01PM - 7:50AM	70	Per hour	\$127.50	\$8,925.00	\$157.50	\$11,025.00
2.6	Helper, Hourly Rate, Holidays observed by Tarrant County.	25	Per hour	\$170.00	\$4,250.00	\$157.50	\$3,937.50
3	Emergency Call Rate	10	Per Hour	\$95.00	\$950.00	\$157.50	\$1,575.00
No Bids were received from Du-West Construction, Inc., Bound Tree Medical, LLC, J.Reynolds & Co., A Tecta America Company, Construction Solution USA LLC (Construction Solution USA), Complete Supply Inc, Crisis Prevention Institute, Inc., Texas Pipeline Services, Cerris Builders, Inc., Ideal Roofing Solutions (Ideal Partners Construction LLC), and Ideal Fire & Security.							



TARRANT COUNTY
DEPARTMENT OF FACILITIES MANAGEMENT

February 12, 2026

Julian A. Cano Varon
Senior Buyer
Tarrant County Purchasing Department
100 East Weatherford, Suite 303
Fort Worth, TX 76196

Subject: F2026043 Annual Contract for Electronic Fire Alarm Inspections and Repairs

Re: Approval

Mr. Cano Varon,

Tarrant County Facilities Management (TCFM) has completed its evaluation of the bids and supporting documentation submitted for Bid No. F2026043 Annual Contract for Electronic Fire Alarm Inspections and Repairs.

Following a thorough review, TCFM has determined that the contractors evaluated meet the required qualifications and possess the capacity to perform the scope of work outlined in the solicitation.

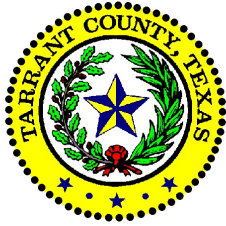
Based on this assessment, TCFM recommends awarding Everon LLC as the primary vendor and Abco Fire as the secondary vendor for this contract.

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. F2026043 – Annual Contract for Fire Alarm Inspections, Repairs and Parts Replacement – County Wide – Various Vendors – Per Unit Price and Hourly Rates

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: March 10, 2026

Court Order #:

Page: 1 of 31

Department: Purchasing

Prepared By: Kehinde Olugbile

Approved By: Christopher Lax, CPSM,
CPSD, CPCP

SUBJECT:

Bid No. F2026045 - Annual Contract for Medical Examiner Supplies - Medical Examiner's Office - Various Vendors - Per Unit Price

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award Bid No. F2026045, Annual Contract for Medical Examiner Supplies, for the Medical Examiner's Office, to the following vendors at the per unit price:

Primary	Fisher Healthcare (Thermo Fisher Scientific, LLC)	22 of 60 Items
	StatLab (SLMP, LLC)	13 of 60 Items
	TDG Scientific (Taylor Distribution Group, LLC)	8 of 60 Items
	Leica Microsystems, Inc.	4 of 60 Items
	Mercedes Medical LLC d/b/a Mercedes Scientific	4 of 60 Items
	Zhou Medical Solutions LLC	3 of 60 Items
	Midland Scientific	2 of 60 Items
	Reliable Dental Supply & Services Company	2 of 60 Items
	Perfection Tech LLC	1 of 60 Items
	Utech Products, Inc.	1 of 60 Items
Secondary	Fisher Healthcare (Thermo Fisher Scientific, LLC)	9 of 60 Items
	Mercedes Medical LLC d/b/a Mercedes Scientific	6 of 60 Items
	Midland Scientific	6 of 60 Items
	Zhou Medical Solutions LLC	6 of 60 Items
	StatLab (SLMP, LLC)	4 of 60 Items
	Utech Products, Inc.	2 of 60 Items
	Perfection Tech LLC	1 of 60 Items
	Sycamore Life Sciences	1 of 60 Items

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. Six hundred eighty-six (686) 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 December 30, 2025 was attended by two (2) vendors as well as representatives from the Medical Examiner's Office and Purchasing. Thirteen (13) bids and six (6) no-bids were received.

Bids were evaluated by the Medical Examiner's Office and Purchasing representatives. Award recommendations are to the low bids meeting specifications.

StatLab (SLMP, LLC) did not meet specifications for two (2) line items. A separate spreadsheet detailing the justification for non-awards is attached. There are no secondary awards for line items 44, 49, and 55 because only one (1) bid was received. There are no secondary awards for line items 1,8,11-12,19,22,24,31,33,34-36,38,41,48,51-54,56-57 and 60 because TDG Scientific (Taylor Distribution Group, LLC) declined the secondary vendor designation.

The term of the contract is twelve (12) months, effective March 19, 2026.

Subject to continued funding by the Commissioners Court, this agreement shall automatically renew March 19, 2027 hereafter for one (1) twelve (12) month period ending on March 18, 2028, unless sooner terminated by either party as provided herein.

This contract is for routine supplies for the Medical Examiner's Office.

Therefore, it is the joint recommendation of the Medical Examiner's Office and Purchasing that Bid No. F2026045, Annual Contract for Medical Examiner Supplies, be awarded to the vendors listed above the per unit price.

FISCAL IMPACT

Expenses for the last twelve (12) months were \$50,497.51. Funding is available in account 10000-2026 General Fund / 2310100000 Medical Examiner / 521061 Lab Supplies.

Attachments

[F2026045 Backup.pdf](#)

Bid No. F2026045 Annual Contract for Medical Examiner Supplies

Justification for Non-Awards

Line #	Product Description	Vendor	Reason
13	Cassettes, Stacked, White, for Tissue-Tek Cassette Printer, Sakura Finetek #8170	Statlab	Product bid is slotted, taped strips for leica printers, not stacked cassettes for Tissue-Tek Printers as specified.
38	Pipet, Non-sterile, Transfer, Disposable, 3 mL, with 1 mL and 2 mL graduations, Falcon 357524	Statlab	Product bid is cut tip transfer pipet (CT2000 CUT), not Falcon 357524 with 1 mL and 2 mL graduations as specified.
55	Wristbands, Write-On, Tri-Laminate, Snap Closure, 12", Various Colors (Primarily White and Yellow), Medline MDS 133045	Utech Products, Inc	Vendor did not receive Primary Award designation per local government code §271.905
Lines 1,8,11,12,19,22,24,31,33,34,35,36,38,41,48,51,52,53,54,56,57,60		TDG Scientific (Taylor Distribution Group, LLC)	Did not receive any secondary awards because they declined the secondary vendor designation

Bid No. F2026045 Annual Contract for Medical Examiner Supplies

P = Primary S = Secondary ** Did not meet specification ^ Declined secondary designation				Leica Microsystems Inc Deer Park, IL HUB - No CO-OP - Yes		Pearls Unlimited, LLC Dallas, TX HUB - Yes CO-OP - Yes		Perfection Tech LLC Houston, TX HUB - No CO-OP - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	2-Propanol, 4 Liter Amber BottleFisher Scientific A464 or approved	8	Per Bottle	No Bid		No Bid		No Bid	
2	Acetone, HPLC Grade, 4 Liter Amber BottleFisher Scientific A949-4 or approved	8	Per Bottle	No Bid		No Bid		No Bid	
3	Acetonitrile with 0.1% Formic Acid, HPLC Grade, 4 Liter Amber BottleFisher Scientific	8	Per Bottle	No Bid		No Bid		No Bid	
4	Acetonitrile, for HPLC and GC, 4 Liter Amber BottleFisher Scientific A996-4, Milapore-	8	Per Bottle	No Bid		No Bid		No Bid	
5	Acid Rinse, 3.5% solution, pre-mixed, 1 gallonStatLab High-Def #SL103 ONLY - NO	24	Per Gallon	No Bid		No Bid		No Bid	
6	Alcohol Reagent, 100%, 1 GallonStatLab 6900-1, Leica 3803686, or approved	148	Per Gallon	P <u>\$8.13</u>	\$1,203.24	No Bid		No Bid	
7	Alcohol Reagent, 95% 1 GallonStatLab 9500-1, Leica 3803682, or approved	32	Per Gallon	P <u>\$8.13</u>	\$260.16	No Bid		No Bid	
8	Autopsy Blades #60, 100/BoxMedline Havaut60, MYCO-3001T-60, or approved	1000	Per Blade	\$0.53	\$530.00	\$0.42	\$420.00	\$0.37537	\$375.37
9	Bag, Paraffin for VIP-6 ProcessorSakura Finetek #6045 ONLY NO	48	Per Bag	No Bid		No Bid		No Bid	
10	Blades, Carbon Steel, Size 70, Round Tip, Non-Sterile Myco 2001T-70GV or approved	4000	Per Blade	No Bid		No Bid		No Bid	
11	Caps, Snapit, 11 mm. National Scientific C4011-55ONLY, NO	16000	Per Cap	No Bid		No Bid		No Bid	
12	Cartridge, Print, Black, for Smartwrite Cassette Printer 6/caseSakura Finetek	36	Per Cartrid	No Bid		No Bid		No Bid	
13	Cassettes, Stacked, White, for Tissue-Tek Cassette PrinterSakura Finetek #8170 ONLY,	5000	Per Cassett	No Bid		No Bid		No Bid	

No-bids received from Bound Tree Medical, LLC, Complete Supply Inc,Unipak Corp, Texas Pipeline Services, TDIndustries, Inc, MP Healthcare Medical Supply. There are no secondary awards for Lines 44, 49, 55 because only one bid was received.

Bid No. F2026045 Annual Contract for Medical Examiner Supplies

P = Primary S = Secondary ** Did not meet specification ^ Declined secondary designation				StatLab (SLMP, LLC) McKinney, TX HUB - No CO-OP - Yes		Reliable Dental Supply & Service Company Fort Worth, TX HUB - No CO-OP - Yes		Zhou Medical Solutions LLC Houston, TX HUB - Yes CO-OP - Yes				
Line #	Description	QTY	UOM		Unit	Extended		Unit	Extended		Unit	Extended
1	2-Propanol, 4 Liter Amber BottleFisher Scientific A464 or approved	8	Per Bottle		No Bid			No Bid			No Bid	
2	Acetone, HPLC Grade, 4 Liter Amber BottleFisher Scientific A949-4 or approved	8	Per Bottle	P	<u>\$27.00</u>	\$216.00		No Bid			No Bid	
3	Acetonitrile with 0.1% Formic Acid, HPLC Grade, 4 Liter Amber BottleFisher Scientific	8	Per Bottle		No Bid			No Bid			No Bid	
4	Acetonitrile, for HPLC and GC, 4 Liter Amber BottleFisher Scientific A996-4, Milapore-	8	Per Bottle		No Bid			No Bid			No Bid	
5	Acid Rinse, 3.5% solution, pre-mixed, 1 gallonStatLab High-Def #SL103 ONLY - NO	24	Per Gallon	P	<u>\$16.50</u>	\$396.00		\$47.49	\$1,139.76		No Bid	
6	Alcohol Reagent, 100%, 1 GallonStatLab 6900-1, Leica 3803686, or approved	148	Per Gallon	S	\$9.95	\$1,472.60		\$27.07	\$4,006.36		No Bid	
7	Alcohol Reagent, 95% 1 GallonStatLab 9500-1, Leica 3803682, or approved	32	Per Gallon	S	\$9.95	\$318.40		\$27.12	\$867.84		\$26.55	\$849.60
8	Autopsy Blades #60, 100/BoxMedline Havaut60, MYCO-3001T-60, or approved	1000	Per Blade		\$0.70	\$700.00		\$0.359	\$359.00		No Bid	
9	Bag, Paraffin for VIP-6 ProcessorSakura Finetek #6045 ONLY NO	48	Per Bag		No Bid			No Bid		S	\$11.12	\$533.76
10	Blades, Carbon Steel, Size 70, Round Tip, Non-Sterile Myco 2001T-70GV or approved	4000	Per Blade		\$0.98	\$3,920.00		\$0.491	\$1,964.00		\$0.8395	\$3,358.00
11	Caps, Snapit, 11 mm. National Scientific C4011-55ONLY, NO	16000	Per Cap		No Bid			No Bid			No Bid	
12	Cartridge, Print, Black, for Smartwrite Cassette Printer 6/caseSakura Finetek	36	Per Cartrid		No Bid			No Bid		P	<u>\$154.80</u>	\$5,572.80
13	Cassettes, Stacked, White, for Tissue-Tek Cassette PrinterSakura Finetek #8170 ONLY,	5000	Per Cassett	**	\$0.096	\$480.00		No Bid		S	\$0.1775	\$887.50

No-bids received from Bound Tree Medical, LLC, Complete Supply Inc,Unipak Corp, Texas Pipeline Services, TDIndustries, Inc, MP Healthcare Medical Supply. There are no secondary awards for Lines 44, 49, 55 because only one bid was received.

Bid No. F2026045 Annual Contract for Medical Examiner Supplies

P = Primary S = Secondary ** Did not meet specification ^ Declined secondary designation				Midland Scientific La Vista, NE HUB - Yes CO-OP - Yes		TDG Scientific (Taylor Distribution Group, LLC) Dallas, TX HUB - Yes CO-OP - Yes		Fisher Healthcare (Thermo Fisher Scientific LLC) Pittsburgh, PA HUB - No CO-OP - Yes				
Line #	Description	QTY	UOM		Unit	Extended		Unit	Extended		Unit	Extended
1	2-Propanol, 4 Liter Amber Bottle Fisher Scientific A464 or approved	8	Per Bottle	P	<u>\$37.92</u>	\$303.36	^	\$58.23	\$465.84		\$68.835	\$550.68
2	Acetone, HPLC Grade, 4 Liter Amber Bottle Fisher Scientific A949-4 or approved	8	Per Bottle	S	\$57.35	\$458.80		\$120.88	\$967.04		\$61.3375	\$490.70
3	Acetonitrile with 0.1% Formic Acid, HPLC Grade, 4 Liter Amber Bottle Fisher Scientific	8	Per Bottle		\$384.22	\$3,073.76		\$899.97	\$7,199.76	P	<u>\$139.1525</u>	\$1,113.22
4	Acetonitrile, for HPLC and GC, 4 Liter Amber Bottle Fisher Scientific A996-4, Milapore-	8	Per Bottle	S	\$118.52	\$948.16		\$121.24	\$969.92		\$129.77	\$1,038.16
5	Acid Rinse, 3.5% solution, pre-mixed, 1 gallon StatLab High-Def #SL103 ONLY - NO	24	Per Gallon		No Bid			\$24.60	\$590.40	S	\$21.965	\$527.16
6	Alcohol Reagent, 100%, 1 Gallon StatLab 6900-1, Leica 3803686, or approved	148	Per Gallon		\$33.46	\$4,952.08		\$12.60	\$1,864.80		\$30.825	\$4,562.10
7	Alcohol Reagent, 95% 1 Gallon StatLab 9500-1, Leica 3803682, or approved	32	Per Gallon		No Bid			\$12.38	\$396.16		\$31.7625	\$1,016.40
8	Autopsy Blades #60, 100/Box Medline Havaut60, MYCO-3001T-60, or approved	1000	Per Blade		No Bid		^	\$0.33	\$330.00	P	<u>\$0.31563</u>	\$315.63
9	Bag, Paraffin for VIP-6 Processor Sakura Finetek #6045 ONLY NO	48	Per Bag		No Bid		P	<u>\$10.80</u>	\$518.40		\$19.26083	\$924.52
10	Blades, Carbon Steel, Size 70, Round Tip, Non-Sterile Myco 2001T-70GV or approved	4000	Per Blade		No Bid			\$0.45	\$1,800.00	P	<u>\$0.425</u>	\$1,700.00
11	Caps, Snapit, 11 mm. National Scientific C4011-55ONLY, NO	16000	Per Cap		\$0.503	\$8,048.00	^	\$0.43	\$6,880.00	P	<u>\$0.4071</u>	\$6,513.60
12	Cartridge, Print, Black, for Smartwrite Cassette Printer 6/case Sakura Finetek	36	Per Cartrid		No Bid		^	\$156.90	\$5,648.40		No Bid	
13	Cassettes, Stacked, White, for Tissue-Tek Cassette Printer Sakura Finetek #8170 ONLY,	5000	Per Cassett		No Bid		P	<u>\$0.17</u>	\$850.00		\$0.37005	\$1,850.25

No-bids received from Bound Tree Medical, LLC, Complete Supply Inc, Unipak Corp, Texas Pipeline Services, TD Industries, Inc, MP Healthcare Medical Supply. There are no secondary awards for Lines 44, 49, 55 because only one bid was received.

Bid No. F2026045 Annual Contract for Medical Examiner Supplies

P = Primary S = Secondary ** Did not meet specification ^ Declined secondary designation				Agni Enterprises LLC (dba) Head to Heels Safety Supplies Miami, FL HUB - Yes CO-OP - Yes		Mercedes Medical LLC dba Mercedes Scientific Lakewood Ranch, FL HUB - Yes CO-OP - Yes		Utech Products, Inc Schenectady, NE HUB - No CO-OP - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	2-Propanol, 4 Liter Amber BottleFisher Scientific A464 or approved	8	Per Bottle	No Bid		\$98.50	\$788.00	\$387.37	\$3,098.96
2	Acetone, HPLC Grade, 4 Liter Amber BottleFisher Scientific A949-4 or approved	8	Per Bottle	No Bid		\$124.50	\$996.00	\$354.66	\$2,837.28
3	Acetonitrile with 0.1% Formic Acid, HPLC Grade, 4 Liter Amber BottleFisher Scientific	8	Per Bottle	No Bid		\$411.50	\$3,292.00	\$968.17	\$7,745.36
4	Acetonitrile, for HPLC and GC, 4 Liter Amber BottleFisher Scientific A996-4, Milapore-	8	Per Bottle	No Bid		P <u>\$54.75</u>	\$438.00	\$541.23	\$4,329.84
5	Acid Rinse, 3.5% solution, pre-mixed, 1 gallonStatLab High-Def #SL103 ONLY - NO	24	Per Gallon	\$81.45	\$1,954.80	No Bid		\$49.48	\$1,187.52
6	Alcohol Reagent, 100%, 1 GallonStatLab 6900-1, Leica 3803686, or approved	148	Per Gallon	\$48.34	\$7,154.32	\$2,146.00	\$317,608.00	\$35.69	\$5,282.12
7	Alcohol Reagent, 95% 1 GallonStatLab 9500-1, Leica 3803682, or approved	32	Per Gallon	\$50.15	\$1,604.80	\$14.50	\$464.00	\$34.52	\$1,104.64
8	Autopsy Blades #60, 100/BoxMedline Havaut60, MYCO-3001T-60, or approved	1000	Per Blade	\$0.8981	\$898.10	\$0.39	\$390.00	\$0.738	\$738.00
9	Bag, Paraffin for VIP-6 ProcessorSakura Finetek #6045 ONLY NO	48	Per Bag	No Bid		\$13.25	\$636.00	\$12.3123	\$590.99
10	Blades, Carbon Steel, Size 70, Round Tip, Non-Sterile Myco 2001T-70GV or approved	4000	Per Blade	\$0.7261	\$2,904.40	S \$0.43	\$1,720.00	\$0.9581	\$3,832.40
11	Caps, Snapit, 11 mm. National Scientific C4011-55ONLY, NO	16000	Per Cap	No Bid		No Bid		No Bid	
12	Cartridge, Print, Black, for Smartwrite Cassette Printer 6/caseSakura Finetek	36	Per Cartrid	No Bid		\$219.00	\$7,884.00	\$210.0015	\$7,560.05
13	Cassettes, Stacked, White, for Tissue-Tek Cassette PrinterSakura Finetek #8170 ONLY,	5000	Per Cassett	No Bid		No Bid		\$0.2835	\$1,417.50

No-bids received from Bound Tree Medical, LLC, Complete Supply Inc,Unipak Corp, Texas Pipeline Services, TDIndustries, Inc, MP Healthcare Medical Supply. There are no secondary awards for Lines 44, 49, 55 because only one bid was received.

Bid No. F2026045 Annual Contract for Medical Examiner Supplies

P = Primary S = Secondary ** Did not meet specification ^ Declined secondary designation				Sycamore Life Sciences Houston, TX HUB - Yes CO-OP - Yes		
Line #	Description	QTY	UOM		Unit	Extended
1	2-Propanol, 4 Liter Amber BottleFisher Scientific A464 or approved	8	Per Bottle		No Bid	
2	Acetone, HPLC Grade, 4 Liter Amber BottleFisher Scientific A949-4 or approved	8	Per Bottle		No Bid	
3	Acetonitrile with 0.1% Formic Acid, HPLC Grade, 4 Liter Amber BottleFisher Scientific	8	Per Bottle	S	\$360.00	\$2,880.00
4	Acetonitrile, for HPLC and GC, 4 Liter Amber BottleFisher Scientific A996-4, Milapore-	8	Per Bottle		\$124.00	\$992.00
5	Acid Rinse, 3.5% solution, pre-mixed, 1 gallonStatLab High-Def #SL103 ONLY - NO	24	Per Gallon		\$38.00	\$912.00
6	Alcohol Reagent, 100%, 1 GallonStatLab 6900-1, Leica 3803686, or approved	148	Per Gallon		No Bid	
7	Alcohol Reagent, 95% 1 GallonStatLab 9500-1, Leica 3803682, or approved	32	Per Gallon		\$21.00	\$672.00
8	Autopsy Blades #60, 100/BoxMedline Havaut60, MYCO-3001T-60, or approved	1000	Per Blade		\$37.00	\$37,000.00
9	Bag, Paraffin for VIP-6 ProcessorSakura Finetek #6045 ONLY NO	48	Per Bag		No Bid	
10	Blades, Carbon Steel, Size 70, Round Tip, Non-Sterile Myco 2001T-70GV or approved	4000	Per Blade		\$50.00	\$200,000.00
11	Caps, Snapit, 11 mm. National Scientific C4011-55ONLY, NO	16000	Per Cap		\$63.00	\$1,008,000.00
12	Cartridge, Print, Black, for Smartwrite Cassette Printer 6/caseSakura Finetek	36	Per Cartrid		\$1,250.00	\$45,000.00
13	Cassettes, Stacked, White, for Tissue-Tek Cassette PrinterSakura Finetek #8170 ONLY,	5000	Per Cassett		\$105.00	\$525,000.00

No-bids received from Bound Tree Medical, LLC, Complete Supply Inc,Unipak Corp, Texas Pipeline Services, TDIndustries, Inc, MP Healthcare Medical Supply. There are no secondary awards for Lines 44, 49, 55 because only one bid was received.

Bid No. F2026045 Annual Contract for Medical Examiner Supplies

P = Primary S = Secondary ** Did not meet specification ^ Declined secondary designation				Leica Microsystems Inc Deer Park, IL HUB - No CO-OP - Yes		Pearls Unlimited, LLC Dallas, TX HUB - Yes CO-OP - Yes		Perfection Tech LLC Houston, TX HUB - No CO-OP - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
14	Container, Specimen Storage with Lid, Autoclavable, Non-sterile, Polyethylene, 16	400	Per Contai	No Bid		No Bid		No Bid	
15	Xylene, 1 Gallon, StatLab 8400-1Leica 3803665, StatLab 8400-1, EK Industries	32	Per Gallon	\$17.50	\$560.00	No Bid		No Bid	
16	epTIPS, 2-200 uL, 53mmEppendorf 022492039 ONLY, NO	40000	Per epTIP	No Bid		\$0.15	\$6,000.00	No Bid	
17	Ethyl acetate, >/=99.9% purity, 4 Liter Amber BottleFisher Scientific E196-4, or	16	Per Bottle	No Bid		No Bid		No Bid	
18	Film, Coverslipping, 5 rolls/csSakura Finetek #4770 ONLY, NO SUBSTITUTIONSSHIPPING	10	Per Roll	No Bid		No Bid		No Bid	
19	Filter, Fume, Carbon, 2/caseSakura Finetek #6160or Statlab XHC-0300-00A ONLY, NO	40	Per Filter	No Bid		No Bid		No Bid	
20	Formaguard Pads, Small 8 x 11Leica 38007530810, Azer ES86672, or approved	300	Per Pad	P <u>\$1.17</u>	\$351.00	No Bid		No Bid	
21	Formalin, NBF 20%, 5 Gallon CubitainerStatLab 28620-5 Cubitainer ONLY,	24	Per Cubitai	No Bid		No Bid		No Bid	
22	FTA Micro Card, WhiteWhatman WB120210 ONLY, NO SUBSTITUTIONSSHIPPING	4800	Per Card	No Bid		No Bid		No Bid	
23	Glass Tubes, Disposable Culture, 12 x 75 mmVWR 47729-570, Globe Scientific 1505,	6000	Per Tube	No Bid		No Bid		No Bid	
24	Glass Tubes, Disposable Culture, 16 x 100 mmFisher Scientific 14-961-29 or approved	34000	Per Tube	No Bid		No Bid		No Bid	
25	Kimwipes, 4.4" x 8.4", delicate task wipes, light-duty wiperKimberly Clark 34120, NO	16800	Per Wipe	No Bid		\$0.016	\$268.80	No Bid	
26	WypAll X60 Cloths, 11" x 23" Quarter FoldedKimberly Clark 34470 34770 , NO	2700	Per Wipe	No Bid		No Bid		No Bid	

No-bids received from Bound Tree Medical, LLC, Complete Supply Inc,Unipak Corp, Texas Pipeline Services, TDIndustries, Inc, MP Healthcare Medical Supply. There are no secondary awards for Lines 44, 49, 55 because only one bid was received.

Bid No. F2026045 Annual Contract for Medical Examiner Supplies

P = Primary S = Secondary ** Did not meet specification ^ Declined secondary designation				StatLab (SLMP, LLC) McKinney, TX HUB - No CO-OP - Yes		Reliable Dental Supply & Service Company Fort Worth, TX HUB - No CO-OP - Yes		Zhou Medical Solutions LLC Houston, TX HUB - Yes CO-OP - Yes				
Line #	Description	QTY	UOM		Unit	Extended		Unit	Extended		Unit	Extended
14	Container, Specimen Storage with Lid, Autoclavable, Non-sterile, Polyethylene, 16	400	Per Contai		\$0.80	\$320.00		No Bid			\$0.735	\$294.00
15	Xylene, 1 Gallon, StatLab 8400-1Leica 3803665, StatLab 8400-1, EK Industries	32	Per Gallon	P	<u>\$14.50</u>	\$464.00		\$36.58	\$1,170.56	S	\$15.50	\$496.00
16	epTIPS, 2-200 uL, 53mmEppendorf 022492039 ONLY, NO	40000	Per epTIP		No Bid			\$0.0793	\$3,172.00		\$0.0692	\$2,768.00
17	Ethyl acetate, >/=99.9% purity, 4 Liter Amber BottleFisher Scientific E196-4, or	16	Per Bottle		No Bid			No Bid		S	\$150.12	\$2,401.92
18	Film, Coverslipping, 5 rolls/csSakura Finetek #4770 ONLY, NO SUBSTITUTIONSSHIPPING	10	Per Roll		No Bid			No Bid		S	\$194.25	\$1,942.50
19	Filter, Fume, Carbon, 2/caseSakura Finetek #6160or Statlab XHC-0300-00A ONLY, NO	40	Per Filter	P	<u>\$115.00</u>	\$4,600.00		No Bid			\$170.75	\$6,830.00
20	Formaguard Pads, Small 8 x 11Leica 38007530810, Azer ES86672, or approved	300	Per Pad		\$1.84	\$552.00		No Bid			\$2.15	\$645.00
21	Formalin, NBF 20%, 5 Gallon CubitainerStatLab 28620-5 Cubitainer ONLY,	24	Per Cubitai	P	<u>\$38.95</u>	\$934.80		No Bid			No Bid	
22	FTA Micro Card, WhiteWhatman WB120210 ONLY, NO SUBSTITUTIONSSHIPPING	4800	Per Card		No Bid			No Bid			No Bid	
23	Glass Tubes, Disposable Culture, 12 x 75 mmVWR 47729-570, Globe Scientific 1505,	6000	Per Tube		No Bid			\$0.581	\$3,486.00		\$0.055	\$330.00
24	Glass Tubes, Disposable Culture, 16 x 100 mmFisher Scientific 14-961-29 or approved	34000	Per Tube		No Bid			No Bid			\$0.125	\$4,250.00
25	Kimwipes, 4.4" x 8.4", delicate task wipes, light-duty wiperKimberly Clark 34120, NO	16800	Per Wipe	S	\$0.01071	\$179.93		\$0.0136	\$228.48		\$0.016	\$268.80
26	WypAll X60 Cloths, 11" x 23" Quarter FoldedKimberly Clark 34470 34770 , NO	2700	Per Wipe		No Bid			\$0.2778	\$750.06	P	<u>\$0.257</u>	\$693.90

No-bids received from Bound Tree Medical, LLC, Complete Supply Inc,Unipak Corp, Texas Pipeline Services, TDIndustries, Inc, MP Healthcare Medical Supply. There are no secondary awards for Lines 44, 49, 55 because only one bid was received.

Bid No. F2026045 Annual Contract for Medical Examiner Supplies

P = Primary S = Secondary ** Did not meet specification ^ Declined secondary designation				Midland Scientific La Vista, NE HUB - Yes CO-OP - Yes		TDG Scientific (Taylor Distribution Group, LLC) Dallas, TX HUB - Yes CO-OP - Yes		Fisher Healthcare (Thermo Fisher Scientific LLC) Pittsburgh, PA HUB - No CO-OP - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
14	Container, Specimen Storage with Lid, Autoclavable, Non-sterile, Polyethylene, 16	400	Per Contai	\$0.92	\$368.00	\$0.71	\$284.00	P <u>\$0.5642</u>	\$225.68
15	Xylene, 1 Gallon, StatLab 8400-1Leica 3803665, StatLab 8400-1, EK Industries	32	Per Gallon	\$40.36	\$1,291.52	\$21.03	\$672.96	\$87.5225	\$2,800.72
16	epTIPS, 2-200 uL, 53mmEppendorf 022492039 ONLY, NO	40000	Per epTIP	\$0.08	\$3,200.00	P <u>\$0.05</u>	\$2,000.00	S \$0.05175	\$2,070.00
17	Ethyl acetate, >/=99.9% purity, 4 Liter Amber BottleFisher Scientific E196-4, or	16	Per Bottle	\$179.10	\$2,865.60	P <u>\$83.42</u>	\$1,334.72	\$256.985	\$4,111.76
18	Film, Coverslipping, 5 rolls/csSakura Finetek #4770 ONLY, NO SUBSTITUTIONSSHIPPING	10	Per Roll	No Bid		P <u>\$187.76</u>	\$1,877.60	\$321.36	\$3,213.60
19	Filter, Fume, Carbon, 2/caseSakura Finetek #6160or Statlab XHC-0300-00A ONLY, NO	40	Per Filter	No Bid		^ \$163.62	\$6,544.80	\$205.625	\$8,225.00
20	Formaguard Pads, Small 8 x 11Leica 38007530810, Azer ES86672, or approved	300	Per Pad	No Bid		\$2.36	\$708.00	\$1.7636	\$529.08
21	Formalin, NBF 20%, 5 Gallon CubitainerStatLab 28620-5 Cubitainer ONLY,	24	Per Cubitai	No Bid		\$52.86	\$1,268.64	S \$40.22	\$965.28
22	FTA Micro Card, WhiteWhatman WB120210 ONLY, NO SUBSTITUTIONSSHIPPING	4800	Per Card	No Bid		^ \$4.80	\$23,040.00	P <u>\$4.095</u>	\$19,656.00
23	Glass Tubes, Disposable Culture, 12 x 75 mmVWR 47729-570, Globe Scientific 1505,	6000	Per Tube	\$0.05	\$300.00	\$0.04	\$240.00	P <u>\$0.03996</u>	\$239.76
24	Glass Tubes, Disposable Culture, 16 x 100 mmFisher Scientific 14-961-29 or approved	34000	Per Tube	\$0.10	\$3,400.00	^ \$0.07	\$2,380.00	P <u>\$0.06197</u>	\$2,106.98
25	Kimwipes, 4.4" x 8.4", delicate task wipes, light-duty wiperKimberly Clark 34120, NO	16800	Per Wipe	\$0.02	\$336.00	\$0.02	\$336.00	\$0.01238	\$207.98
26	WypAll X60 Cloths, 11" x 23" Quarter FoldedKimberly Clark 34470 34770 , NO	2700	Per Wipe	\$0.31	\$837.00	\$0.29	\$783.00	S \$0.25882	\$698.81

No-bids received from Bound Tree Medical, LLC, Complete Supply Inc,Unipak Corp, Texas Pipeline Services, TDIndustries, Inc, MP Healthcare Medical Supply. There are no secondary awards for Lines 44, 49, 55 because only one bid was received.

Bid No. F2026045 Annual Contract for Medical Examiner Supplies

P = Primary S = Secondary ** Did not meet specification ^ Declined secondary designation				Agni Enterprises LLC (dba) Head to Heels Safety Supplies Miami, FL HUB - Yes CO-OP - Yes		Mercedes Medical LLC dba Mercedes Scientific Lakewood Ranch, FL HUB - Yes CO-OP - Yes		Utech Products, Inc Schenectady, NE HUB - No CO-OP - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
14	Container, Specimen Storage with Lid, Autoclavable, Non-sterile, Polyethylene, 16	400	Per Contai	\$1.07	\$428.00	S \$0.66	\$264.00	\$9.9947	\$3,997.88
15	Xylene, 1 Gallon, StatLab 8400-1Leica 3803665, StatLab 8400-1, EK Industries	32	Per Gallon	\$70.58	\$2,258.56	\$18.50	\$592.00	\$43.64	\$1,396.48
16	epTIPS, 2-200 uL, 53mmEppendorf 022492039 ONLY, NO	40000	Per epTIP	\$0.1586	\$6,344.00	\$0.08	\$3,200.00	\$0.1041	\$4,164.00
17	Ethyl acetate, >/=99.9% purity, 4 Liter Amber BottleFisher Scientific E196-4, or	16	Per Bottle	No Bid		No Bid		\$948.44	\$15,175.04
18	Film, Coverslipping, 5 rolls/csSakura Finetek #4770 ONLY, NO SUBSTITUTIONSSHIPPING	10	Per Roll	\$373.68	\$3,736.80	\$194.40	\$1,944.00	\$237.577	\$2,375.77
19	Filter, Fume, Carbon, 2/caseSakura Finetek #6160or Statlab XHC-0300-00A ONLY, NO	40	Per Filter	\$447.42	\$17,896.80	\$219.00	\$8,760.00	\$211.404	\$8,456.16
20	Formaguard Pads, Small 8 x 11Leica 38007530810, Azer ES86672, or approved	300	Per Pad	\$3.75	\$1,125.00	S \$1.52	\$456.00	\$3.3883	\$1,016.49
21	Formalin, NBF 20%, 5 Gallon CubitainerStatLab 28620-5 Cubitainer ONLY,	24	Per Cubitai	No Bid		No Bid		\$79.575	\$1,909.80
22	FTA Micro Card, WhiteWhatman WB120210 ONLY, NO SUBSTITUTIONSSHIPPING	4800	Per Card	\$12.25	\$58,800.00	No Bid		\$6.4651	\$31,032.48
23	Glass Tubes, Disposable Culture, 12 x 75 mmVWR 47729-570, Globe Scientific 1505,	6000	Per Tube	\$0.089	\$534.00	S \$0.04	\$240.00	\$0.1225	\$735.00
24	Glass Tubes, Disposable Culture, 16 x 100 mmFisher Scientific 14-961-29 or approved	34000	Per Tube	\$0.1609	\$5,470.60	\$0.09	\$3,060.00	\$0.2316	\$7,874.40
25	Kimwipes, 4.4" x 8.4", delicate task wipes, light-duty wiperKimberly Clark 34120, NO	16800	Per Wipe	\$0.0176	\$295.68	P <u>\$0.01</u>	\$168.00	\$0.0221	\$371.28
26	WypAll X60 Cloths, 11" x 23" Quarter FoldedKimberly Clark 34470 34770 , NO	2700	Per Wipe	\$0.3099	\$836.73	\$0.29	\$783.00	\$30.2232	\$81,602.64

No-bids received from Bound Tree Medical, LLC, Complete Supply Inc,Unipak Corp, Texas Pipeline Services, TDIndustries, Inc, MP Healthcare Medical Supply. There are no secondary awards for Lines 44, 49, 55 because only one bid was received.

Bid No. F2026045 Annual Contract for Medical Examiner Supplies

P = Primary S = Secondary ** Did not meet specification ^ Declined secondary designation				Sycamore Life Sciences Houston, TX HUB - Yes CO-OP - Yes	
Line #	Description	QTY	UOM	Unit	Extended
14	Container, Specimen Storage with Lid, Autoclavable, Non-sterile, Polyethylene, 16	400	Per Contai	\$75.00	\$30,000.00
15	Xylene, 1 Gallon, StatLab 8400-1Leica 3803665, StatLab 8400-1, EK Industries	32	Per Gallon	\$32.00	\$1,024.00
16	epTIPS, 2-200 uL, 53mmEppendorf 022492039 ONLY, NO	40000	Per epTIP	\$52.00	\$2,080,000.00
17	Ethyl acetate, >/=99.9% purity, 4 Liter Amber BottleFisher Scientific E196-4, or	16	Per Bottle	No Bid	
18	Film, Coverslipping, 5 rolls/csSakura Finetek #4770 ONLY, NO SUBSTITUTIONSSHIPPING	10	Per Roll	No Bid	
19	Filter, Fume, Carbon, 2/caseSakura Finetek #6160or Statlab XHC-0300-00A ONLY, NO	40	Per Filter	\$465.00	\$18,600.00
20	Formaguard Pads, Small 8 x 11Leica 38007530810, Azer ES86672, or approved	300	Per Pad	\$220.00	\$66,000.00
21	Formalin, NBF 20%, 5 Gallon CubitainerStatLab 28620-5 Cubitainer ONLY,	24	Per Cubitai	\$77.00	\$1,848.00
22	FTA Micro Card, WhiteWhatman WB120210 ONLY, NO SUBSTITUTIONSSHIPPING	4800	Per Card	No Bid	
23	Glass Tubes, Disposable Culture, 12 x 75 mmVWR 47729-570, Globe Scientific 1505,	6000	Per Tube	\$59.00	\$354,000.00
24	Glass Tubes, Disposable Culture, 16 x 100 mmFisher Scientific 14-961-29 or approved	34000	Per Tube	No Bid	
25	Kimwipes, 4.4" x 8.4", delicate task wipes, light-duty wiperKimberly Clark 34120, NO	16800	Per Wipe	\$6.35	\$106,680.00
26	WypAll X60 Cloths, 11" x 23" Quarter FoldedKimberly Clark 34470 34770 , NO	2700	Per Wipe	\$36.00	\$97,200.00

No-bids received from Bound Tree Medical, LLC, Complete Supply Inc,Unipak Corp, Texas Pipeline Services, TDIndustries, Inc, MP Healthcare Medical Supply. There are no secondary awards for Lines 44, 49, 55 because only one bid was received.

Bid No. F2026045 Annual Contract for Medical Examiner Supplies

P = Primary S = Secondary ** Did not meet specification ^ Declined secondary designation				Leica Microsystems Inc Deer Park, IL HUB - No CO-OP - Yes		Pearls Unlimited, LLC Dallas, TX HUB - Yes CO-OP - Yes		Perfection Tech LLC Houston, TX HUB - No CO-OP - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
27	Headspace Vials, 20 mm Disposable Glass, 23 x 75 mm, 20 ml Thermo Scientific C40202	5000	Per Vial	No Bid		No Bid		No Bid	
28	Hematoxylin, Vintage Stain, 500 mL StatLab SL100 ONLY, NO	16	Each	No Bid		No Bid		No Bid	
29	Hexanes, ACS Grade, 4 Liter Amber Bottle Fisher Scientific H292-4, or approved	16	Per Bottle	No Bid		No Bid		No Bid	
30	Insert, for 9mm HPLC and GC autosampler vials, Clear Glass or Poly, MUST be salinized.	6000	Per Insert	No Bid		No Bid		No Bid	
31	Lab Coat, Disposable, Polypropylene, Single Use, Snap Closures, Knit Cuffs, Medical Blue,	400	Per Coat	No Bid		No Bid		No Bid	
32	Methanol, Optima LC/MS Grade, 4 Liter Amber Bottle Millipore Sigma MX0480-1 or	48	Per Bottle	No Bid		No Bid		No Bid	
33	Methylene Chloride, min. 99.9% purity, 4 Liter Amber Bottle Fisher Scientific D154-4	16	Per Bottle	No Bid		No Bid		No Bid	
34	Microscope Slides, White-Frosted Ground Corners One Side/End, 75mm L x 25mm W x	4320	Per Slide	No Bid		No Bid		No Bid	
35	Needles, 16 gauge BD 305198 ONLY, NO SUBSTITUTION SHIPPING CHARGES MUST BE	3000	Per Needle	No Bid		\$0.20	\$600.00	\$0.20487	\$614.61
36	Paraffin, 2 pound bags Leica Blue Ribbon 3801360 ONLY, NO	150	Per Bag	\$12.10	\$1,815.00	No Bid		No Bid	
37	Pipet, Transfer, Single-Squeeze, Disposable, Draw up to 2.4 mL, 5 mL capacity. Fisher	10000	Per Pipet	No Bid		No Bid		No Bid	
38	Pipet, Non-sterile, Transfer, Disposable, 3 mL, with 1 mL and 2 mL graduations. Falcon	10000	Per Pipet	No Bid		No Bid		No Bid	
39	Pipet Tips, Refill, 2 to 200 uL Eppendorf 22491539 ONLY, NO	4800	Per Pipet	No Bid		No Bid		No Bid	

No-bids received from Bound Tree Medical, LLC, Complete Supply Inc, Unipak Corp, Texas Pipeline Services, TD Industries, Inc, MP Healthcare Medical Supply. There are no secondary awards for Lines 44, 49, 55 because only one bid was received.

Bid No. F2026045 Annual Contract for Medical Examiner Supplies

P = Primary S = Secondary ** Did not meet specification ^ Declined secondary designation				StatLab (SLMP, LLC) McKinney, TX HUB - No CO-OP - Yes		Reliable Dental Supply & Service Company Fort Worth, TX HUB - No CO-OP - Yes		Zhou Medical Solutions LLC Houston, TX HUB - Yes CO-OP - Yes				
Line #	Description	QTY	UOM		Unit	Extended		Unit	Extended		Unit	Extended
27	Headspace Vials, 20 mm Disposable Glass, 23 x 75 mm, 20 ml Thermo Scientific C40202	5000	Per Vial		No Bid			No Bid			No Bid	
28	Hematoxylin, Vintage Stain, 500 mL StatLab SL100 ONLY, NO	16	Each	P	<u>\$18.00</u>	\$288.00		No Bid			\$25.75	\$412.00
29	Hexanes, ACS Grade, 4 Liter Amber Bottle Fisher Scientific H292-4, or approved	16	Per Bottle		No Bid			No Bid			No Bid	
30	Insert, for 9mm HPLC and GC autosampler vials, Clear Glass or Poly, MUST be salinized.	6000	Per Insert		No Bid			No Bid			No Bid	
31	Lab Coat, Disposable, Polypropylene, Single Use, Snap Closures, Knit Cuffs, Medical Blue,	400	Per Coat		\$3.70	\$1,480.00		No Bid			No Bid	
32	Methanol, Optima LC/MS Grade, 4 Liter Amber Bottle Millipore Sigma MX0480-1 or	48	Per Bottle	P	<u>\$10.00</u>	\$480.00		No Bid			\$207.25	\$9,948.00
33	Methylene Chloride, min. 99.9% purity, 4 Liter Amber Bottle Fisher Scientific D154-4	16	Per Bottle		No Bid			No Bid			No Bid	
34	Microscope Slides, White-Frosted Ground Corners One Side/End, 75mm L x 25mm W x	4320	Per Slide	P	<u>\$0.06875</u>	\$297.00		No Bid			\$0.27	\$1,166.40
35	Needles, 16 gauge BD 305198 ONLY, NO SUBSTITUTION SHIPPING CHARGES MUST BE	3000	Per Needle		No Bid			P	<u>\$0.1787</u>	\$536.10	\$0.196	\$588.00
36	Paraffin, 2 pound bags Leica Blue Ribbon 3801360 ONLY, NO	150	Per Bag		No Bid			No Bid			\$35.70	\$5,355.00
37	Pipet, Transfer, Single-Squeeze, Disposable, Draw up to 2.4 mL, 5 mL capacity. Fisher	10000	Per Pipet	P	<u>\$0.018</u>	\$180.00		\$0.0456	\$456.00		No Bid	
38	Pipet, Non-sterile, Transfer, Disposable, 3 mL, with 1 mL and 2 mL graduations. Falcon	10000	Per Pipet	P	<u>\$0.042</u>	\$420.00		No Bid			\$0.138	\$1,380.00
39	Pipet Tips, Refill, 2 to 200 uL Eppendorf 22491539 ONLY, NO	4800	Per Pipet		No Bid			No Bid			\$0.13	\$624.00

No-bids received from Bound Tree Medical, LLC, Complete Supply Inc, Unipak Corp, Texas Pipeline Services, TD Industries, Inc, MP Healthcare Medical Supply. There are no secondary awards for Lines 44, 49, 55 because only one bid was received.

Bid No. F2026045 Annual Contract for Medical Examiner Supplies

P = Primary S = Secondary ** Did not meet specification ^ Declined secondary designation				Midland Scientific La Vista, NE HUB - Yes CO-OP - Yes		TDG Scientific (Taylor Distribution Group, LLC) Dallas, TX HUB - Yes CO-OP - Yes		Fisher Healthcare (Thermo Fisher Scientific LLC) Pittsburgh, PA HUB - No CO-OP - Yes				
Line #	Description	QTY	UOM		Unit	Extended		Unit	Extended		Unit	Extended
27	Headspace Vials, 20 mm Disposable Glass, 23 x 75 mm, 20 mlThermo Scientific C40202	5000	Per Vial	S	\$0.48	\$2,400.00		No Bid		P	<u>\$0.3883</u>	\$1,941.50
28	Hematoxylin, Vintage Stain, 500 mL StatLab SL100 ONLY, NO	16	Each		No Bid			\$26.75	\$428.00	S	\$23.875	\$382.00
29	Hexanes, ACS Grade, 4 Liter Amber Bottle Fisher Scientific H292-4, or approved	16	Per Bottle		\$44.08	\$705.28	P	<u>\$41.35</u>	\$661.60	S	\$43.635	\$698.16
30	Insert, for 9mm HPLC and GC autosampler vials, Clear Glass or Poly, MUST be salinized.	6000	Per Insert	S	\$1.37	\$8,220.00		\$1.52	\$9,120.00		\$1.4499	\$8,699.40
31	Lab Coat, Disposable, Polypropylene, Single Use, Snap Closures, Knit Cuffs, Medical Blue,	400	Per Coat		No Bid			\$2.19	\$876.00	P	<u>\$1.3215</u>	\$528.60
32	Methanol, Optima LC/MS Grade, 4 Liter Amber Bottle Millipore Sigma MX0480-1 or	48	Per Bottle	S	\$21.24	\$1,019.52		\$99.78	\$4,789.44		\$126.97	\$6,094.56
33	Methylene Chloride, min. 99.9% purity, 4 Liter Amber BottleFisher Scientific D154-4	16	Per Bottle	P	<u>\$81.32</u>	\$1,301.12		\$83.09	\$1,329.44		\$90.22	\$1,443.52
34	Microscope Slides, White-Frosted Ground Corners One Side/End, 75mm L x 25mm W x	4320	Per Slide		No Bid			\$0.08	\$345.60		\$0.28642	\$1,237.33
35	Needles, 16 gaugeBD 305198 ONLY, NO SUBSTITUTIONSSHIPPING CHARGES MUST BE	3000	Per Needle		\$0.23	\$690.00		\$0.19	\$570.00		\$0.2791	\$837.30
36	Paraffin, 2 pound bagsLeica Blue Ribbon 3801360 ONLY, NO	150	Per Bag		No Bid			\$11.88	\$1,782.00	P	<u>\$11.043</u>	\$1,656.45
37	Pipet, Transfer, Single-Squeeze, Disposable, Draw up to 2.4 mL, 5 mL capacity.Fisher	10000	Per Pipet		\$0.07	\$700.00		\$0.04	\$400.00		\$0.02729	\$272.90
38	Pipet, Non-sterile, Transfer, Disposable, 3 mL, with 1 mL and 2 mL graduations. Falcon	10000	Per Pipet		\$0.13	\$1,300.00		\$0.11	\$1,100.00	S	\$0.10298	\$1,029.80
39	Pipet Tips, Refill, 2 to 200 uLEppendorf 22491539 ONLY, NO	4800	Per Pipet		\$0.11	\$528.00	P	<u>\$0.09</u>	\$432.00	S	\$0.09248	\$443.90

No-bids received from Bound Tree Medical, LLC, Complete Supply Inc,Unipak Corp, Texas Pipeline Services, TDIndustries, Inc, MP Healthcare Medical Supply. There are no secondary awards for Lines 44, 49, 55 because only one bid was received.

Bid No. F2026045 Annual Contract for Medical Examiner Supplies

P = Primary S = Secondary ** Did not meet specification ^ Declined secondary designation				Agni Enterprises LLC (dba) Head to Heels Safety Supplies Miami, FL HUB - Yes CO-OP - Yes		Mercedes Medical LLC dba Mercedes Scientific Lakewood Ranch, FL HUB - Yes CO-OP - Yes		Utech Products, Inc Schenectady, NE HUB - No CO-OP - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
27	Headspace Vials, 20 mm Disposable Glass, 23 x 75 mm, 20 ml Thermo Scientific C40202	5000	Per Vial	No Bid		No Bid		No Bid	
28	Hematoxylin, Vintage Stain, 500 mL StatLab SL100 ONLY, NO	16	Each	No Bid		No Bid		\$52.86	\$845.76
29	Hexanes, ACS Grade, 4 Liter Amber Bottle Fisher Scientific H292-4, or approved	16	Per Bottle	No Bid		No Bid		\$292.28	\$4,676.48
30	Insert, for 9mm HPLC and GC autosampler vials, Clear Glass or Poly, MUST be salinized.	6000	Per Insert	No Bid		No Bid		P <u>\$0.3971</u>	\$2,382.60
31	Lab Coat, Disposable, Polypropylene, Single Use, Snap Closures, Knit Cuffs, Medical Blue,	400	Per Coat	\$2.61	\$1,044.00	\$2.60	\$1,040.00	No Bid	
32	Methanol, Optima LC/MS Grade, 4 Liter Amber Bottle Millipore Sigma MX0480-1 or	48	Per Bottle	No Bid		\$38.25	\$1,836.00	\$299.72	\$14,386.56
33	Methylene Chloride, min. 99.9% purity, 4 Liter Amber Bottle Fisher Scientific D154-4	16	Per Bottle	No Bid		No Bid		\$344.19	\$5,507.04
34	Microscope Slides, White-Frosted Ground Corners One Side/End, 75mm L x 25mm W x	4320	Per Slide	\$0.1814	\$783.65	No Bid		\$0.1088	\$470.02
35	Needles, 16 gauge BD 305198 ONLY, NO SUBSTITUTION SHIPPING CHARGES MUST BE	3000	Per Needle	\$0.2622	\$786.60	\$0.22	\$660.00	\$0.4326	\$1,297.80
36	Paraffin, 2 pound bags Leica Blue Ribbon 3801360 ONLY, NO	150	Per Bag	No Bid		No Bid		\$39.1018	\$5,865.27
37	Pipet, Transfer, Single-Squeeze, Disposable, Draw up to 2.4 mL, 5 mL capacity. Fisher	10000	Per Pipet	\$0.0727	\$727.00	S \$0.02	\$200.00	\$0.068	\$680.00
38	Pipet, Non-sterile, Transfer, Disposable, 3 mL, with 1 mL and 2 mL graduations. Falcon	10000	Per Pipet	\$0.2415	\$2,415.00	No Bid		\$0.1514	\$1,514.00
39	Pipet Tips, Refill, 2 to 200 uL Eppendorf 22491539 ONLY, NO	4800	Per Pipet	\$0.1566	\$751.68	\$0.14	\$672.00	\$0.1522	\$730.56

No-bids received from Bound Tree Medical, LLC, Complete Supply Inc, Unipak Corp, Texas Pipeline Services, TD Industries, Inc, MP Healthcare Medical Supply. There are no secondary awards for Lines 44, 49, 55 because only one bid was received.

Bid No. F2026045 Annual Contract for Medical Examiner Supplies

P = Primary S = Secondary ** Did not meet specification ^ Declined secondary designation				Sycamore Life Sciences Houston, TX HUB - Yes CO-OP - Yes	
Line #	Description	QTY	UOM	Unit	Extended
27	Headspace Vials, 20 mm Disposable Glass, 23 x 75 mm, 20 ml Thermo Scientific C40202	5000	Per Vial	No Bid	
28	Hematoxylin, Vintage Stain, 500 mL StatLab SL100 ONLY, NO	16	Each	\$42.00	\$672.00
29	Hexanes, ACS Grade, 4 Liter Amber Bottle Fisher Scientific H292-4, or approved	16	Per Bottle	No Bid	
30	Insert, for 9mm HPLC and GC autosampler vials, Clear Glass or Poly, MUST be salinized.	6000	Per Insert	No Bid	
31	Lab Coat, Disposable, Polypropylene, Single Use, Snap Closures, Knit Cuffs, Medical Blue,	400	Per Coat	No Bid	
32	Methanol, Optima LC/MS Grade, 4 Liter Amber Bottle Millipore Sigma MX0480-1 or	48	Per Bottle	\$170.00	\$8,160.00
33	Methylene Chloride, min. 99.9% purity, 4 Liter Amber Bottle Fisher Scientific D154-4	16	Per Bottle	No Bid	
34	Microscope Slides, White-Frosted Ground Corners One Side/End, 75mm L x 25mm W x	4320	Per Slide	\$19.00	\$82,080.00
35	Needles, 16 gauge BD 305198 ONLY, NO SUBSTITUTION SHIPPING CHARGES MUST BE	3000	Per Needle	\$189.00	\$567,000.00
36	Paraffin, 2 pound bags Leica Blue Ribbon 3801360 ONLY, NO	150	Per Bag	No Bid	
37	Pipet, Transfer, Single-Squeeze, Disposable, Draw up to 2.4 mL, 5 mL capacity. Fisher	10000	Per Pipet	No Bid	
38	Pipet, Non-sterile, Transfer, Disposable, 3 mL, with 1 mL and 2 mL graduations. Falcon	10000	Per Pipet	\$108.00	\$1,080,000.00
39	Pipet Tips, Refill, 2 to 200 uL Eppendorf 22491539 ONLY, NO	4800	Per Pipet	\$90.00	\$432,000.00

No-bids received from Bound Tree Medical, LLC, Complete Supply Inc, Unipak Corp, Texas Pipeline Services, TD Industries, Inc, MP Healthcare Medical Supply. There are no secondary awards for Lines 44, 49, 55 because only one bid was received.

Bid No. F2026045 Annual Contract for Medical Examiner Supplies

P = Primary S = Secondary ** Did not meet specification ^ Declined secondary designation				Leica Microsystems Inc Deer Park, IL HUB - No CO-OP - Yes		Pearls Unlimited, LLC Dallas, TX HUB - Yes CO-OP - Yes		Perfection Tech LLC Houston, TX HUB - No CO-OP - Yes				
Line #	Description	QTY	UOM		Unit	Extended		Unit	Extended		Unit	Extended
40	Reagent, Vintage Bluing,1 gallonStatLab #SL102 ONLY, NO SUBSTITUTIONSSHIPPING	24	Per Gallon		No Bid			No Bid			No Bid	
41	Seal, Magnetic Crimp, 20mmDWK Life Sciences 20-0000ML ONLY, NO	3000	Per Seal		No Bid			No Bid			No Bid	
42	Solution, Rapid Decalcifier, 1 gallonApex RDO or approved equalHAZARDOUS	4	Per Gallon	P	<u>\$35.75</u>	\$143.00		No Bid			No Bid	
43	Syringe, 30cc, Sterile, Luer Lock, w/o needleExel 26290 or approved	75000	Per Syringe		No Bid			No Bid		S	\$0.42189	\$31,641.75
44	Tips, Wide Orifice, Universal Fit, 250 uLMettler Toledo #17001127 ONLY, NO	11520	Per Tip		No Bid			No Bid			No Bid	
45	Treosin, Stain, PintStatLab #SL93-16 ONLY, NO SUBSTITUTIONSSHIPPING CHARGES	20	Each		No Bid			No Bid			No Bid	
46	Underpad, Super Absorbent, 30 x 36Medline MUP2030P, Dynarex 1348, or	10240	Per Pad		No Bid			No Bid			No Bid	
47	Vacutainer Tube, Blood Collection, with Fluoride, 6 mL, Gray Top, with Hemogard	12000	Per Tube		No Bid			No Bid			\$0.47275	\$5,673.00
48	Vial Cap, Target Snap-IT, 11mm Snapcap Closure, Clear Poly/Red RubberNational	12000	Per Cap		No Bid			No Bid			No Bid	
49	Vial Inserts, 0.25 ml, Conical Bottom for Wiedmount, 12 x 32 gc VialSUN SRI 500 304	1200	Per Insert		No Bid			No Bid		P	<u>\$0.96429</u>	\$1,157.15
50	Vial Inserts, 350 ul, Conical, Pulled-PointMicroliter 09-0000-101 ONLY, NO	1200	Per Insert		No Bid			No Bid			No Bid	
51	Vial, 2ml Clear Glass, 12 x 32 mm Flat BaseNational Scientific C4011-5W6PRV11-	30000	Per Vial		No Bid			No Bid			No Bid	
52	Vials, 12 x 32 mm, Amber w/Patch, 9mm Screw ThreadMicroliter 09-2200 ONLY, NO	3600	Per Vial		No Bid			No Bid			No Bid	

No-bids received from Bound Tree Medical, LLC, Complete Supply Inc,Unipak Corp, Texas Pipeline Services, TDIndustries, Inc, MP Healthcare Medical Supply. There are no secondary awards for Lines 44, 49, 55 because only one bid was received.

Bid No. F2026045 Annual Contract for Medical Examiner Supplies

P = Primary S = Secondary ** Did not meet specification ^ Declined secondary designation					StatLab (SLMP, LLC) McKinney, TX HUB - No CO-OP - Yes		Reliable Dental Supply & Service Company Fort Worth, TX HUB - No CO-OP - Yes		Zhou Medical Solutions LLC Houston, TX HUB - Yes CO-OP - Yes			
Line #	Description	QTY	UOM		Unit	Extended		Unit	Extended		Unit	Extended
40	Reagent, Vintage Bluing, 1 gallon StatLab #SL102 ONLY, NO SUBSTITUTION SHIPPING	24	Per Gallon	P	<u>\$20.00</u>	\$480.00		No Bid			\$24.66	\$591.84
41	Seal, Magnetic Crimp, 20mm DWK Life Sciences 20-0000ML ONLY, NO	3000	Per Seal		No Bid			No Bid			No Bid	
42	Solution, Rapid Decalcifier, 1 gallon Apex RDO or approved equal HAZARDOUS	4	Per Gallon	S	\$40.00	\$160.00		No Bid			No Bid	
43	Syringe, 30cc, Sterile, Luer Lock, w/o needle Exel 26290 or approved	75000	Per Syringe		\$0.67973	\$50,979.75		\$0.6578	\$49,335.00	P	<u>\$0.392</u>	\$29,400.00
44	Tips, Wide Orifice, Universal Fit, 250 uL Mettler Toledo #17001127 ONLY, NO	11520	Per Tip		No Bid			No Bid			No Bid	
45	Treosin, Stain, Pint StatLab #SL93-16 ONLY, NO SUBSTITUTION SHIPPING CHARGES	20	Each	P	<u>\$10.00</u>	\$200.00		No Bid			\$25.00	\$500.00
46	Underpad, Super Absorbent, 30 x 36 Medline MUP2030P, Dynarex 1348, or	10240	Per Pad		No Bid			\$0.4194	\$4,294.66	S	\$0.4163	\$4,262.91
47	Vacutainer Tube, Blood Collection, with Fluoride, 6 mL, Gray Top, with Hemogard	12000	Per Tube		No Bid			P	<u>\$0.40302</u>		\$0.4436	\$5,323.20
48	Vial Cap, Target Snap-IT, 11mm Snapcap Closure, Clear Poly/Red Rubber National	12000	Per Cap		No Bid			No Bid			No Bid	
49	Vial Inserts, 0.25 ml, Conical Bottom for Wiedmount, 12 x 32 gc Vial SUN SRI 500 304	1200	Per Insert		No Bid			No Bid			No Bid	
50	Vial Inserts, 350 ul, Conical, Pulled- Point Microliter 09-0000-101 ONLY, NO	1200	Per Insert		No Bid			No Bid			No Bid	
51	Vial, 2ml Clear Glass, 12 x 32 mm Flat Base National Scientific C4011-5W6PRV11-	30000	Per Vial		No Bid			No Bid			No Bid	
52	Vials, 12 x 32 mm, Amber w/Patch, 9mm Screw Thread Microliter 09-2200 ONLY, NO	3600	Per Vial		No Bid			No Bid			No Bid	

No-bids received from Bound Tree Medical, LLC, Complete Supply Inc, Unipak Corp, Texas Pipeline Services, TD Industries, Inc, MP Healthcare Medical Supply. There are no secondary awards for Lines 44, 49, 55 because only one bid was received.

Bid No. F2026045 Annual Contract for Medical Examiner Supplies

P = Primary S = Secondary ** Did not meet specification ^ Declined secondary designation				Midland Scientific La Vista, NE HUB - Yes CO-OP - Yes		TDG Scientific (Taylor Distribution Group, LLC) Dallas, TX HUB - Yes CO-OP - Yes		Fisher Healthcare (Thermo Fisher Scientific LLC) Pittsburgh, PA HUB - No CO-OP - Yes			
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended		
40	Reagent, Vintage Bluing,1 gallonStatLab #SL102 ONLY, NO SUBSTITUTIONSSHIPPING	24	Per Gallon	No Bid		\$26.91	\$645.84	S	\$24.0325	\$576.78	
41	Seal, Magnetic Crimp, 20mmDWK Life Sciences 20-0000ML ONLY, NO	3000	Per Seal	\$0.17	\$510.00	^	\$0.15	\$450.00	P	<u>\$0.1292</u>	\$387.60
42	Solution, Rapid Decalcifier, 1 gallonApex RDO or approved equalHAZARDOUS	4	Per Gallon	No Bid		\$76.39	\$305.56		No Bid		
43	Syringe, 30cc, Sterile, Luer Lock, w/o needleExel 26290 or approved	75000	Per Syringe	\$0.84	\$63,000.00	\$0.77	\$57,750.00		\$1.49424	\$112,068.00	
44	Tips, Wide Orifice, Universal Fit, 250 uLMettler Toledo #17001127 ONLY, NO	11520	Per Tip	No Bid		No Bid		P	<u>\$0.07975</u>	\$918.72	
45	Treosin, Stain, PintStatLab #SL93-16 ONLY, NO SUBSTITUTIONSSHIPPING CHARGES	20	Each	No Bid		\$15.28	\$305.60	S	\$13.635	\$272.70	
46	Underpad, Super Absorbent, 30 x 36Medline MUP2030P, Dynarex 1348, or	10240	Per Pad	No Bid		\$0.45	\$4,608.00		No Bid		
47	Vacutainer Tube, Blood Collection, with Fluoride, 6 mL, Gray Top, with Hemogard	12000	Per Tube	\$0.52	\$6,240.00	\$0.44	\$5,280.00		\$0.45849	\$5,501.88	
48	Vial Cap, Target Snap-IT, 11mm Snapcap Closure, Clear Poly/Red RubberNational	12000	Per Cap	\$0.27	\$3,240.00	^	\$0.25	\$3,000.00	P	<u>\$0.2155</u>	\$2,586.00
49	Vial Inserts, 0.25 ml, Conical Bottom for Wiedmount, 12 x 32 gc VialSUN SRI 500 304	1200	Per Insert	No Bid		No Bid			No Bid		
50	Vial Inserts, 350 ul, Conical, Pulled-PointMicroliter 09-0000-101 ONLY, NO	1200	Per Insert	S	\$0.69	\$828.00	\$0.94	\$1,128.00	P	<u>\$0.5647</u>	\$677.64
51	Vial, 2ml Clear Glass, 12 x 32 mm Flat BaseNational Scientific C4011-5W6PRV11-	30000	Per Vial	\$0.24	\$7,200.00	^	\$0.20	\$6,000.00	P	<u>\$0.1909</u>	\$5,727.00
52	Vials, 12 x 32 mm, Amber w/Patch, 9mm Screw ThreadMicroliter 09-2200 ONLY, NO	3600	Per Vial	\$0.40	\$1,440.00	^	\$0.34	\$1,224.00	P	<u>\$0.3223</u>	\$1,160.28

No-bids received from Bound Tree Medical, LLC, Complete Supply Inc,Unipak Corp, Texas Pipeline Services, TDIndustries, Inc, MP Healthcare Medical Supply. There are no secondary awards for Lines 44, 49, 55 because only one bid was received.

Bid No. F2026045 Annual Contract for Medical Examiner Supplies

P = Primary S = Secondary ** Did not meet specification ^ Declined secondary designation				Agni Enterprises LLC (dba) Head to Heels Safety Supplies Miami, FL HUB - Yes CO-OP - Yes		Mercedes Medical LLC dba Mercedes Scientific Lakewood Ranch, FL HUB - Yes CO-OP - Yes		Utech Products, Inc Schenectady, NE HUB - No CO-OP - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
40	Reagent, Vintage Bluing,1 gallonStatLab #SL102 ONLY, NO SUBSTITUTIONSSHIPPING	24	Per Gallon	\$91.56	\$2,197.44	No Bid		\$52.86	\$1,268.64
41	Seal, Magnetic Crimp, 20mmDWK Life Sciences 20-0000ML ONLY, NO	3000	Per Seal	No Bid		No Bid		\$0.4045	\$1,213.50
42	Solution, Rapid Decalcifier, 1 gallonApex RDO or approved equalHAZARDOUS	4	Per Gallon	No Bid		\$55.00	\$220.00	\$115.2808	\$461.12
43	Syringe, 30cc, Sterile, Luer Lock, w/o needleExel 26290 or approved	75000	Per Syringe	\$0.8989	\$67,417.50	\$0.68	\$51,000.00	\$1.5127	\$113,452.50
44	Tips, Wide Orifice, Universal Fit, 250 uLMettler Toledo #17001127 ONLY, NO	11520	Per Tip	No Bid		No Bid		No Bid	
45	Treosin, Stain, PintStatLab #SL93-16 ONLY, NO SUBSTITUTIONSSHIPPING CHARGES	20	Each	No Bid		No Bid		\$37.81	\$756.20
46	Underpad, Super Absorbent, 30 x 36Medline MUP2030P, Dynarex 1348, or	10240	Per Pad	\$0.8338	\$8,538.11	P \$0.32	\$3,276.80	\$0.8908	\$9,121.79
47	Vacutainer Tube, Blood Collection, with Fluoride, 6 mL, Gray Top, with Hemogard	12000	Per Tube	\$0.6223	\$7,467.60	S \$0.43	\$5,160.00	\$4.5849	\$55,018.80
48	Vial Cap, Target Snap-IT, 11mm Snapcap Closure, Clear Poly/Red RubberNational	12000	Per Cap	\$0.5433	\$6,519.60	No Bid		No Bid	
49	Vial Inserts, 0.25 ml, Conical Bottom for Wiedmount, 12 x 32 gc VialSUN SRI 500 304	1200	Per Insert	No Bid		No Bid		No Bid	
50	Vial Inserts, 350 ul, Conical, Pulled-PointMicroliter 09-0000-101 ONLY, NO	1200	Per Insert	No Bid		No Bid		No Bid	
51	Vial, 2ml Clear Glass, 12 x 32 mm Flat BaseNational Scientific C4011-5W6PRV11-	30000	Per Vial	\$0.4746	\$14,238.00	No Bid		No Bid	
52	Vials, 12 x 32 mm, Amber w/Patch, 9mm Screw ThreadMicroliter 09-2200 ONLY, NO	3600	Per Vial	\$0.8429	\$3,034.44	No Bid		No Bid	

No-bids received from Bound Tree Medical, LLC, Complete Supply Inc,Unipak Corp, Texas Pipeline Services, TDIndustries, Inc, MP Healthcare Medical Supply. There are no secondary awards for Lines 44, 49, 55 because only one bid was received.

Bid No. F2026045 Annual Contract for Medical Examiner Supplies

P = Primary S = Secondary ** Did not meet specification ^ Declined secondary designation				Sycamore Life Sciences Houston, TX HUB - Yes CO-OP - Yes	
Line #	Description	QTY	UOM	Unit	Extended
40	Reagent, Vintage Bluing, 1 gallon StatLab #SL102 ONLY, NO SUBSTITUTION SHIPPING	24	Per Gallon	\$43.00	\$1,032.00
41	Seal, Magnetic Crimp, 20mm DWK Life Sciences 20-0000 ML ONLY, NO	3000	Per Seal	No Bid	
42	Solution, Rapid Decalcifier, 1 gallon Apex RDO or approved equal HAZARDOUS	4	Per Gallon	No Bid	
43	Syringe, 30cc, Sterile, Luer Lock, w/o needle Exel 26290 or approved	75000	Per Syringe	\$183.00	\$13,725,000.00
44	Tips, Wide Orifice, Universal Fit, 250 uL Mettler Toledo #17001127 ONLY, NO	11520	Per Tip	No Bid	
45	Treosin, Stain, Pint StatLab #SL93-16 ONLY, NO SUBSTITUTION SHIPPING CHARGES	20	Each	No Bid	
46	Underpad, Super Absorbent, 30 x 36 Medline MUP2030P, Dynarex 1348, or	10240	Per Pad	No Bid	
47	Vacutainer Tube, Blood Collection, with Fluoride, 6 mL, Gray Top, with Hemogard	12000	Per Tube	\$484.00	\$5,808,000.00
48	Vial Cap, Target Snap-IT, 11mm Snapcap Closure, Clear Poly/Red Rubber National	12000	Per Cap	\$33.00	\$396,000.00
49	Vial Inserts, 0.25 ml, Conical Bottom for Wiedmount, 12 x 32 gc Vial SUN SRI 500 304	1200	Per Insert	No Bid	
50	Vial Inserts, 350 ul, Conical, Pulled-Point Microliter 09-0000-101 ONLY, NO	1200	Per Insert	No Bid	
51	Vial, 2ml Clear Glass, 12 x 32 mm Flat Base National Scientific C4011-5W6PRV11-	30000	Per Vial	\$28.00	\$840,000.00
52	Vials, 12 x 32 mm, Amber w/Patch, 9mm Screw Thread Microliter 09-2200 ONLY, NO	3600	Per Vial	\$49.00	\$176,400.00

No-bids received from Bound Tree Medical, LLC, Complete Supply Inc, Unipak Corp, Texas Pipeline Services, TD Industries, Inc, MP Healthcare Medical Supply. There are no secondary awards for Lines 44, 49, 55 because only one bid was received.

Bid No. F2026045 Annual Contract for Medical Examiner Supplies

P = Primary S = Secondary ** Did not meet specification ^ Declined secondary designation				Leica Microsystems Inc Deer Park, IL HUB - No CO-OP - Yes		Pearls Unlimited, LLC Dallas, TX HUB - Yes CO-OP - Yes		Perfection Tech LLC Houston, TX HUB - No CO-OP - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
53	Vials, 12 x 32 mm, Clear, 9mm Screw ThreadMicroliter 09-1000 ONLY, NO	1000	Per Vial	No Bid		No Bid		No Bid	
54	Vials, Septa, 20mm, for headspace vialsNational Sci #C4020-30 6A20BS &	12000	Per Vial	No Bid		No Bid		No Bid	
55	Wristbands, Write-On, Tri-Laminate, Snap Closure, 12", Various Colors (Primarily	8000	Per Wristb	No Bid		No Bid		No Bid	
56	Formalin, NBF 10%, 5 gallon cubeStatlab or approved equalManufacturer number	10	Per Cube	\$35.75	\$357.50	No Bid		No Bid	
57	Vials, 12 x 32 mm, clear, 11mm crimp topChromtech CTV-1830SIL or approved	5000	Per Vial	No Bid		No Bid		No Bid	
58	Butcher paper roll, white, 36 in x 1,100 ftManufacturer number # Uline S-	1		No Bid		No Bid		\$179.13	\$179.13
59	Butcher paper roll, white, 24 in x 1,100 ftManufacturer number # Uline S-	1		No Bid		No Bid		\$124.29	\$124.29
60	Tissue Tech Accu-Edge LP Microtome Blades #4689Manufacturer number	1		\$1,354.20	\$1,354.20	No Bid		No Bid	

No-bids received from Bound Tree Medical, LLC, Complete Supply Inc,Unipak Corp, Texas Pipeline Services, TDIndustries, Inc, MP Healthcare Medical Supply. There are no secondary awards for Lines 44, 49, 55 because only one bid was received.

Bid No. F2026045 Annual Contract for Medical Examiner Supplies

P = Primary S = Secondary ** Did not meet specification ^ Declined secondary designation				StatLab (SLMP, LLC) McKinney, TX HUB - No CO-OP - Yes		Reliable Dental Supply & Service Company Fort Worth, TX HUB - No CO-OP - Yes		Zhou Medical Solutions LLC Houston, TX HUB - Yes CO-OP - Yes				
Line #	Description	QTY	UOM		Unit	Extended		Unit	Extended		Unit	Extended
53	Vials, 12 x 32 mm, Clear, 9mm Screw ThreadMicroliter 09-1000 ONLY, NO	1000	Per Vial		No Bid			No Bid			No Bid	
54	Vials, Septa, 20mm, for headspace vialsNational Sci #C4020-30 6A20BS &	12000	Per Vial		No Bid			No Bid			No Bid	
55	Wristbands, Write-On, Tri-Laminate, Snap Closure, 12", Various Colors (Primarily	8000	Per Wristb		No Bid			No Bid			No Bid	
56	Formalin, NBF 10%, 5 gallon cubeStatlab or approved equalManufacturer number	10	Per Cube	P	<u>\$22.00</u>	\$220.00		\$47.15	\$471.50		\$55.84	\$558.40
57	Vials, 12 x 32 mm, clear, 11mm crimp topChromtech CTV-1830SIL or approved	5000	Per Vial		No Bid			No Bid			No Bid	
58	Butcher paper roll, white, 36 in x 1,100 ftManufacturer number # Uline S-	1			No Bid			No Bid			\$115.00	\$115.00
59	Butcher paper roll, white, 24 in x 1,100 ftManufacturer number # Uline S-	1			No Bid			No Bid			\$87.00	\$87.00
60	Tissue Tech Accu-Edge LP Microtome Blades #4689Manufacturer number	1		P	<u>\$1.70</u>	\$1.70		No Bid			\$2.58	\$2.58

No-bids received from Bound Tree Medical, LLC, Complete Supply Inc,Unipak Corp, Texas Pipeline Services, TDIndustries, Inc, MP Healthcare Medical Supply. There are no secondary awards for Lines 44, 49, 55 because only one bid was received.

Bid No. F2026045 Annual Contract for Medical Examiner Supplies

P = Primary S = Secondary ** Did not meet specification ^ Declined secondary designation				Midland Scientific La Vista, NE HUB - Yes CO-OP - Yes		TDG Scientific (Taylor Distribution Group, LLC) Dallas, TX HUB - Yes CO-OP - Yes		Fisher Healthcare (Thermo Fisher Scientific LLC) Pittsburgh, PA HUB - No CO-OP - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
53	Vials, 12 x 32 mm, Clear, 9mm Screw Thread Microliter 09-1000 ONLY, NO	1000	Per Vial	\$0.34	\$340.00	^ \$0.29	\$290.00	P <u>\$0.2757</u>	\$275.70
54	Vials, Septa, 20mm, for headspace vials National Sci #C4020-30 6A20BS &	12000	Per Vial	\$2.34	\$28,080.00	^ \$0.21	\$2,520.00	P <u>\$0.18926</u>	\$2,271.12
55	Wristbands, Write-On, Tri-Laminate, Snap Closure, 12", Various Colors (Primarily	8000	Per Wristb	No Bid		P <u>\$0.28</u>	\$2,240.00	No Bid	
56	Formalin, NBF 10%, 5 gallon cube Statlab or approved equal Manufacturer number	10	Per Cube	No Bid		^ \$26.76	\$267.60	\$30.18	\$301.80
57	Vials, 12 x 32 mm, clear, 11mm crimp top Chromtech CTV-1830SIL or approved	5000	Per Vial	\$1.62	\$8,100.00	^ \$0.25	\$1,250.00	No Bid	
58	Butcher paper roll, white, 36 in x 1,100 ft Manufacturer number # Uline S-	1		No Bid		\$132.13	\$132.13	P <u>\$91.25</u>	\$91.25
59	Butcher paper roll, white, 24 in x 1,100 ft Manufacturer number # Uline S-	1		No Bid		\$96.13	\$96.13	P <u>\$62.50</u>	\$62.50
60	Tissue Tech Accu-Edge LP Microtome Blades #4689 Manufacturer number	1		No Bid		^ \$2.41	\$2.41	\$204.79	\$204.79

No-bids received from Bound Tree Medical, LLC, Complete Supply Inc, Unipak Corp, Texas Pipeline Services, TD Industries, Inc, MP Healthcare Medical Supply. There are no secondary awards for Lines 44, 49, 55 because only one bid was received.

Bid No. F2026045 Annual Contract for Medical Examiner Supplies

P = Primary S = Secondary ** Did not meet specification ^ Declined secondary designation				Agni Enterprises LLC (dba) Head to Heels Safety Supplies Miami, FL HUB - Yes CO-OP - Yes		Mercedes Medical LLC dba Mercedes Scientific Lakewood Ranch, FL HUB - Yes CO-OP - Yes		Utech Products, Inc Schenectady, NE HUB - No CO-OP - Yes	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
53	Vials, 12 x 32 mm, Clear, 9mm Screw ThreadMicroliter 09-1000 ONLY, NO	1000	Per Vial	\$0.8217	\$821.70	No Bid		No Bid	
54	Vials, Septa, 20mm, for headspace vialsNational Sci #C4020-30 6A20BS &	12000	Per Vial	\$0.4768	\$5,721.60	No Bid		No Bid	
55	Wristbands, Write-On, Tri-Laminate, Snap Closure, 12", Various Colors (Primarily	8000	Per Wristb	No Bid		No Bid		S \$0.251	\$2,008.00
56	Formalin, NBF 10%, 5 gallon cubeStatlab or approved equalManufacturer number	10	Per Cube	\$73.34	\$733.40	No Bid		No Bid	
57	Vials, 12 x 32 mm, clear, 11mm crimp topChromtech CTV-1830SIL or approved	5000	Per Vial	No Bid		P <u>\$0.09</u>	\$450.00	\$0.7337	\$3,668.50
58	Butcher paper roll, white, 36 in x 1,100 ftManufacturer number # Uline S-	1		\$150.82	\$150.82	No Bid		S \$113.72	\$113.72
59	Butcher paper roll, white, 24 in x 1,100 ftManufacturer number # Uline S-	1		\$106.15	\$106.15	No Bid		S \$81.80	\$81.80
60	Tissue Tech Accu-Edge LP Microtome Blades #4689Manufacturer number	1		No Bid		\$3.10	\$3.10	\$150.74	\$150.74

No-bids received from Bound Tree Medical, LLC, Complete Supply Inc,Unipak Corp, Texas Pipeline Services, TDIndustries, Inc, MP Healthcare Medical Supply. There are no secondary awards for Lines 44, 49, 55 because only one bid was received.

Bid No. F2026045 Annual Contract for Medical Examiner Supplies

P = Primary S = Secondary ** Did not meet specification ^ Declined secondary designation				Sycamore Life Sciences Houston, TX HUB - Yes CO-OP - Yes	
Line #	Description	QTY	UOM	Unit	Extended
53	Vials, 12 x 32 mm, Clear, 9mm Screw Thread Microliter 09-1000 ONLY, NO	1000	Per Vial	\$40.35	\$40,350.00
54	Vials, Septa, 20mm, for headspace vials National Sci #C4020-30 6A20BS &	12000	Per Vial	No Bid	
55	Wristbands, Write-On, Tri-Laminate, Snap Closure, 12", Various Colors (Primarily	8000	Per Wristb	No Bid	
56	Formalin, NBF 10%, 5 gallon cube Statlab or approved equal Manufacturer number	10	Per Cube	No Bid	
57	Vials, 12 x 32 mm, clear, 11mm crimp top Chromtech CTV-1830SIL or approved	5000	Per Vial	No Bid	
58	Butcher paper roll, white, 36 in x 1,100 ft Manufacturer number # Uline S-	1		No Bid	
59	Butcher paper roll, white, 24 in x 1,100 ft Manufacturer number # Uline S-	1		No Bid	
60	Tissue Tech Accu-Edge LP Microtome Blades #4689 Manufacturer number	1		No Bid	

No-bids received from Bound Tree Medical, LLC, Complete Supply Inc, Unipak Corp, Texas Pipeline Services, TDIndustries, Inc, MP Healthcare Medical Supply. There are no secondary awards for Lines 44, 49, 55 because only one bid was received.



MEDICAL EXAMINER'S OFFICE
AND FORENSIC LABORATORIES

February 5, 2026

Kehinde Olugbile, Senior Buyer
Tarrant County Purchasing
100 East Weatherford
Fort Worth, TX 76196

Re: F2026045 Annual Contract for Medical Examiner Supplies Primary Vendors and Secondary Vendors

Dear Ms. Kehinde Olugbile:

Tarrant County Medical Examiner's Office (TCME) has reviewed the bid and supporting documents submitted for F2026045 Annual Contract for Medical Examiner Supplies Primary Vendors and Secondary Vendors:

Primary Vendors

Leica Microsystems

Perfection Tech LLC

Statlab

Reliable Dental Supply & Service Company

Zhou Medical Solutions LLC

Midland Scientific

Taylor Distribution Group

Fisher Health care

Mercedes Medical LLC

Utech Products, Inc

SERVING TARRANT, DENTON, JOHNSON, AND PARKER COUNTIES
Accredited by National Association of Medical Examiners

200 Feliks Gwozdz Place • Fort Worth, Texas 76104
817.920.5700 phone • 817.920.5713 fax



MEDICAL EXAMINER'S OFFICE
AND FORENSIC LABORATORIES

Secondary Vendors

Perfection Tech LLC

Statlab

Zhou Medical Solutions LLC

Midland Scientific

Fisher Health care

Mercedes Medical LLC

Utech Products, Inc

Sycamore Life Sciences

Sincerely,

Kelly L. Clark

Chief of Business Operations

Tarrant County Medical Examiner's Office



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. F2026045 - Annual Contract for Medical Examiner Supplies - Medical Examiner's Office - 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.



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:
{{customNumber.courtOrder}}

Page: 1 of 4

Department: Purchasing

Prepared By: Meagan Bogusch

Approved By: Christopher Lax, CPSM,
CPSD, CPCP

SUBJECT:

Bid No. F2026047 - Purchase of Self-Propelled Bituminous Paver - Precinct 4 - Kirby Smith Machinery - Per Unit Price

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award Bid No. F2026047, Purchase of Self-Propelled Bituminous Paver, for Precinct 4, to Kirby Smith Machinery, 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. Four hundred twenty (420) 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 January 14, 2026 was attended by five (5) vendors as well as representatives from Precinct 4 and Purchasing. Three (3) bids and two (2) no-bids were received.

The response received from Holt CAT, LTD did not meet minimum horsepower specification of 170 as offered equipment has 148 horsepower.

The bid received from Kirby-Smith Machinery meets all specifications and is acceptable to Precinct 4.

The purpose of this equipment is to lay asphalt during road building.

Therefore, it is the joint recommendation of Precinct 4 and Purchasing that Bid No. F2026047, Purchase of Self-Propelled Bituminous Paver, be awarded to Kirby-Smith Machinery at the per unit price.

FISCAL IMPACT

Funding in the amount of \$598,851.00 is available in the account 45100-2026 Non-Debt Capital/6410300000 Precinct 4 Maintenance/540000 Capital Outlay.

Attachments

[Paver_Backup.pdf](#)

Bid No. F2026047 Purchase of Self Propelled Bituminous Paver

Award

				Kirby-Smith Machinery Fort Worth, TX HUB - No		Holt CAT, LTD San Antonio, TX HUB - No	
Line #	Description	Qty	UOM	Unit Price	Extended	Unit Price	Extended
1	Self-Propelled Bituminous Paver	1	EA	\$598,851.00	\$598,851.00	*\$550,582.00	*\$550,582.00
Manufacturer				Vegele		Caterpillar	
Manufacturer Model Number				Super 1700-3i		AP555	
Manufacturer Year				2025		2026	
Estimated Delivery Lead Time				30 days		23-29 weeks from time of order	
How Long is the Price Valid				90 days		12/31/2026	
Price for Warranty				\$0.00		\$0.00	
Warranty Information				1 year/ 1,000 hours		12 months/8,760 hour limited	
Price for Extended Warranty				\$22,850.00		\$14,217.00	
Extended Warranty Information				5 years/ 3,000 hours Premier		60 months/ 3,000 hours	

				Closner Equipment Schertz, TX HUB - No	
Line #	Description	Qty	UOM	Unit Price	Extended
1	Self-Propelled Bituminous Paver	1	EA	\$615,525.00	\$615,525.00
Manufacturer				Dynapac	
Manufacturer Model Number				D25T	
Manufacturer Year				2026	
Estimated Delivery Lead Time				60 days	
How Long is the Price Valid				90 days	
Price for Warranty				\$0.00	
Warranty Information				1 year	
Price for Extended Warranty				\$9,972.00	
Extended Warranty Information				3 years/ 3,000 hours	

*Notes: Holt CAT, LTD was lowest bid, but did not meet specifications for horsepower. We received No Bids from TD Industries, Inc and Ideal Roofing Solutions.



TARRANT COUNTY

PRECINCT NUMBER FOUR

MANNY RAMIREZ
COUNTY COMMISSIONER
PRECINCT NO. 4

DOUG DEWEESE
DIRECTOR OF FIELD OPERATIONS
PRECINCT NO. 4

Feb 02, 2026

To: Meagan Bogusch
Tarrant County Purchasing

From: Doug Deweese, Director Precinct #4
Maintenance Facility

Subject: F2026-047 Paving Machine

After reviewing the bid results for annual contract F2026047, "Asphalt Paving Machine", Precinct #4 has no objection to the contract going to Kirby Smith Equipment even though they did not have the low bid. It is important to Pct# 4 that we maintain the horsepower requested in the RFQ.

Thank you,

Doug Deweese, Director of Operations
Precinct #4 Maintenance Facility



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. F2026047- Purchase of Self-Propelled Bituminous Paver – Precinct 4 – Kirby Smith Machinery - 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: March 10, 2026

Court Order #:

Page: 1 of 4

Department: Purchasing

Prepared By: James Bocks, CPPB

Approved By: Christopher Lax, CPSM,
CPSD, CPCP

SUBJECT:

Bid No. F2026048 - Purchase of Motor Grader - Precinct 3 - Holt CAT, LTD - Per Unit Price

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award Bid No. F2026048, Purchase of Motor Grader, for Precinct 3, to Holt CAT, LTD 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. Four hundred twenty (420) 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 January 15, 2026 was attended by one (1) vendor as well as representatives from Precinct 3 and Purchasing. Two (2) bids and one (1) no-bid were received.

The low bid received from Holt CAT, LTD meets all specifications and is acceptable to Precinct 3.

The purpose of this equipment is to create smooth, even surfaces by cutting and redistributing soil, gravel, or asphalt during road construction.

Therefore, it is the joint recommendation of Precinct 3 and Purchasing that Bid No. F2026048, Purchase of Motor Grader, be awarded to Holt CAT, LTD at the per unit price.

FISCAL IMPACT

Funding in the amount of \$398,546.00 is available in account 45100-2026 Non-Debt Capital Fund/6310300000 Precinct 3 Maintenance/540000 Capital.

Attachments

[Backup_Motor Grader.pdf](#)

Bid No. F2026048 Purchase of Motor Grader

Award

				Holt CAT, LTD San Antonio, TX HUB - No		RDO Equipment Fort Worth, TX HUB- No	
Line #	Description	Qty	UOM	Unit Price	Extended	Unit Price	Extended
1	Purchase of Motor Grader	1	EA	\$398,546.00	\$398,546.00	\$425,116.95	\$425,116.95
Manufacturer				Caterpillar		John Deere	
Manufacturer Model Number				140 AWD Joystick		622P	
Manufacturer Year				2026		2026	
Estimated Delivery Lead Time				6-8 weeks		160-120 days	
How Long is the Price Valid				12/31/2026		60 Days	
Price for Warranty				\$0.00		\$0.00	
Warranty Information				12 months/8,760 hours		1 year/unlimited hours	
Price for Extended Warranty				\$6,446.00		\$20,000.00	
Extended Warranty Information				84 months/3,000 hours		84 months/3,000 hours	

Notes: we received No Bid from TD Industries, Inc.



TARRANT COUNTY
PRECINCT THREE
NORTHEAST MAINTENANCE

ANTHONY JARAMILLO
Director of Field Operations

February 5, 2026

Meagan Bogusch Senior Buyer
Tarrant County Purchasing Department
100 East Weatherford St, Suite 303
Fort Worth, Texas 76196

Dear Meagan Bogusch,

This letter is regarding the award for Bid F2026048, Annual Contract for the purchase of Motor Grader. Having reviewed the bids that your department received and submitted to our department, I am pleased to recommend that the contract be awarded as set forth below:

Holt Cat

Sincerely,

Anthony Jaramillo
Director of Field Operations
Tarrant County Precinct 3



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. F2026048 - Purchase of Motor Grader – Precinct 3 – Holt CAT, LTD - 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: March 10, 2026

Court Order #:

Page: 1 of 8

Department: Purchasing

Prepared By: James Bocks, CPPB

Approved By: Christopher Lax, CPSM,
CPSD, CPCP

SUBJECT:

Bid No. F2026049 - Annual Contract for Custom Hose and Hose Components - Countywide - Various Vendors - Per Unit Price and Discount from List Price

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award Bid No. F2026049, Annual Contract for Custom Hose and Hose Components, Countywide, to the following vendors at the per unit price and discount from list price:

Primary	Automated Hydraulics (Trotter Controls Inc d/b/a Automated Hydraulics)
Secondary	Stuart Hose and Pipe Company

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. Four hundred twenty-seven (427) 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. Two bids (2) bids and two (2) no-bids were received.

Bids were evaluated by the four (4) Maintenance Precincts and Purchasing representatives. Award recommendations are to the low bids meeting specifications.

The term of the contract is twelve (12) months, effective March 10, 2026.

Subject to continued funding by the Commissioners Court, this agreement shall automatically renew March 10, 2027 and March 10, 2028, hereafter for two (2) twelve (12) month periods ending on March 9, 2029 unless sooner terminated by either party as provided herein.

The purpose of this contract is for the purchase of custom hoses and hose components on an as needed basis throughout the year for heavy equipment, vehicle and trailer repairs.

Therefore, it is the joint recommendation of the four (4) Maintenance Precincts and Purchasing that Bid No. F2026049, Annual Contract for Custom Hose and Hose Components, be awarded to the vendors listed above at the per unit price and discount from list price.

FISCAL IMPACT

Expenses for the last twelve (12) months were \$54,000.00. Funding is available in the following accounts:

26100-2026 Road and Bridge/6110300000 Precinct 1 Maintenance/523011 Parts and Supplies
26100-2026 Road and Bridge/6210300000 Precinct 2 Maintenance/523011 Parts and Supplies
26100-2026 Road and Bridge/6310300000 Precinct 3 Maintenance/523011 Parts and Supplies
26100-2026 Road and Bridge/6410300000 Precinct 4 Maintenance/523011 Parts and Supplies

Attachments

[Backup.pdf](#)

Bid No. F2026049 - Annual Contract for Custom Hose and Hose Components

				Primary		Secondary	
				Automated Hydraulics (Trotter Controls Inc dba Automated Hydraulics) Fort Worth, TX HUB - No		Stuart Hose and Pipe Company Fort Worth, TX HUB - No	
				Total Price	\$91,319.67	Total Price	\$130,462.07
Line #	Description	Qty	UOM	Unit	Extended	Unit Price	Extended
1	3in Ball Valve	300	EA	\$277.78	\$83,334.00	\$424.28	\$127,284.00
2	1/2in. Ball Valve	15	EA	\$11.69	\$175.35	\$18.37	\$275.55
3	Hydraulic Crimp Fitting	5	EA	\$13.44	\$67.20	\$18.59	\$92.95
4	Attack Line Fire Hose	6	EA	\$581.02	\$3,486.12	\$261.88	\$1,571.28
5	Water Discharge Hose	5	EA	\$220.00	\$1,100.00	\$15.55	\$77.75
6	Double Jacket Fire House	2	EA	\$306.67	\$613.34	\$473.57	\$947.14
7	Hydraulic Hose	5	EA	\$488.00	\$2,440.00	\$11.25	\$56.25
8	Hydraulic Hose Adapter	1	EA	\$10.36	\$10.36	\$3.33	\$3.33
9	Hydraulic Hose Assemblies	1	EA	\$52.62	\$52.62	\$54.55	\$54.55
10	Dust Cap	3	EA	\$13.56	\$40.68	\$33.09	\$99.27
11	Discount from list price for items not specified			45%		15%	

Notes: No Bid's were received from TD Industries, Inc and Cerris Builders, Inc.



Roderick Miles, Jr.
Tarrant County Commissioner
Precinct 1

February 18, 2026

Meagan Bogusch
Tarrant County
Purchasing Department
100 East Weatherford Street
Fort Worth, TX 76196

Ms. Bogusch

This letter is regarding the award of Bid No. F2026049, "Annual Contract for Custom Hoses and Hose Components". It's recommended that Automated Hydraulics be awarded this Contract/Bid as the Primary Vendor and that Stuart Hose be awarded as the Secondary Vendor.

A handwritten signature in blue ink, appearing to read "Richard T. Hatcher", with a long horizontal line extending to the right.

Richard (Rick) T. Hatcher

Assistant Director of Field Operations
Office of Commissioner Roderick Miles Jr.
Tarrant County Precinct 1



TARRANT COUNTY
PRECINCT 2 SOUTHEAST MAINTENANCE CENTER

February 16, 2026

Meagan Bogusch
Purchasing Department
100 East Weatherford St.
Fort Worth, Tx 76196

Mrs. Bogusch,

This letter is regarding the award for Bid No. F2026049 Annual Contract for Custom Hose and Hose Components. Having reviewed the bids that the Purchasing department received and submitted to our department, I am recommending the bid be awarded to:

Automated Hydraulics – Primary

Stuart Hose and Pipe Company - Secondary

The Annual Contract for Custom Hose and Hose Components for Tarrant County Precinct 2

Ron Edwards, Assistant Director of Field Operations
Tarrant County Precinct 2
Southeast Maintenance Center



TARRANT COUNTY
PRECINCT THREE
NORTHEAST MAINTENANCE

ANTHONY JARAMILLO
Director of Field Operations

February 17, 2026

Meagan Bogusch Senior Buyer
Tarrant County Purchasing Department
100 East Weatherford St, Suite 303
Fort Worth, Texas 76196

Dear Meagan Bogusch,

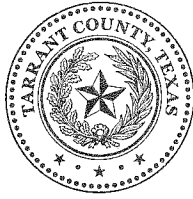
This letter is regarding the award for Bid F2026049 Annual Contract for Custom Hose and Hose Components. Precinct 3 approves the bid award mentioned above.

Sincerely,

Mayo Sanchez

Equipment Maintenance and Training Coordinator

Tarrant County Precinct 3



TARRANT COUNTY
PRECINCT NUMBER FOUR

MANNY RAMIREZ
COUNTY COMMISSIONER
PRECINCT NO. 4

DOUG DEWEESE
DIRECTOR OF FIELD OPERATIONS
PRECINCT NO. 4

February 17, 2026

To: Meagan Bogusch

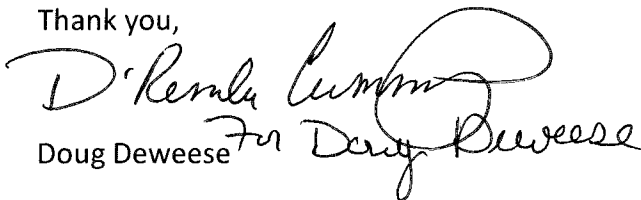
Tarrant County Purchasing

From: Doug Deweese, Director Precinct #4
Maintenance Facility

Subject: Bid F2026049, annual contract for Custom Hose and Hose Components

After reviewing the bid results for Annual Contract Bid F2026049, *Custom Hose and Hose Components*, Precinct #4 acknowledges that Automated Hydraulics was awarded the contract through the formal bidding process, and Precinct #4 will abide by the results.

Thank you,


Doug Deweese



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. F2026049, Annual Contract for Custom Hose and Hose Components, Countywide - Various Vendors - Per Unit Price/Discount from List 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: March 10, 2026

Court Order #:

Page: 1 of 4

Department: Purchasing

Prepared By: James Bocks, CPPB

Approved By: Christopher Lax, CPSM,
CPSD, CPCP

SUBJECT:

Bid No. F2026052 - Purchase of Road Reclaimer - Precinct 1 - Kirby Smith Machinery - Per Unit Price

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award Bid No. F2026052, Purchase of Road Reclaimer, for Precinct 1, to Kirby Smith Machinery 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. Four hundred and twenty-seven (427) 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 January 28, 2026 was attended by two (2) vendors as well as representatives from Precinct 1 and Purchasing. Two (2) bids and three (3) no-bids were received.

The low bid received from Kirby Smith Machinery meets all specifications and is acceptable to Precinct 1.

This equipment is used for tearing apart the existing asphalt or soil and mixing it with stabilizing materials to create a new base layer for roads.

Therefore, it is the joint recommendation of Precinct 1 and Purchasing that Bid No. F2026052, Purchase of Road Reclaimer, be awarded to Kirby Smith Machinery at the per unit price.

FISCAL IMPACT

Funding in the amount of \$667,997.00 is available in account 45100-2026 Non-Debt Capital/6110300000 Precinct #1 Maintenance/540000 Capital.

Attachments

[Reclaimer_Backup.pdf](#)

Bid No. F2026052 - Purchase of Road Reclaimer

Award

				Kirby-Smith Machinery Fort Worth, TX HUB - No		R B Everett & Co. Haltom City, TX HUB - No	
Line #	Description	Qty	UOM	Unit Price	Extended	Unit Price	Extended
1	Road Reclaimer	1	EA	\$667,997.00	\$667,997.00	\$688,207.00	\$688,207.00
Manufacturer				Wirtgen		Bomag	
Manufacturer Model Number				WR200XLi		RS460	
Manufacturer Year				2025		2025	
Estimated Delivery Lead Time				30 days		4-6 weeks	
Warranty Information				1 year/ 1,000 hours		2 years/ 2,000 hours	
Extended Warranty Information				5 years/ 2,500 hours		5 years/ 3,000 hours	
Price for Extended Warranty				\$14,980.00		No Response	

				Holt CAT, LTD San Antonio, TX HUB - No	
Line #	Description	Qty	UOM	Unit Price	Extended
1	Road Reclaimer	1	EA	No Bid	No Bid
Manufacturer				No Response	
Manufacturer Model Number				No Response	
Manufacturer Year				No Response	
Estimated Delivery Lead Time				No Response	
Warranty Information				No Response	
Extended Warranty Information				No Response	
Price for Extended Warranty				No Response	

Notes: No Bids were received from Holt CAT, LTD, TD Industries, Inc and Cerris Builders, Inc.



Roderick Miles, Jr.
Tarrant County Commissioner
Precinct 1

February 11, 2026

Meagan Bogusch
Tarrant County
Purchasing Department
100 East Weatherford Street
Fort Worth, TX 76196

Ms. Bogusch

This letter is regarding the award of Bid No. F2026052, "Purchase of Self-Propelled Reclaimer with Water System". It's recommended that Kirby-Smith Machinery be awarded this Contract/Bid in the amount of \$667,997.00 for the purchase of a Self-Propelled Reclaimer with Water System for Precinct 1.

A handwritten signature in blue ink, appearing to read "Richard T. Hatcher", is written over a horizontal line.

Richard (Rick) T. Hatcher

Assistant Director of Field Operations
Office of Commissioner Roderick Miles Jr.
Tarrant County Precinct 1



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. F2026052- Purchase of Road Reclaimer- Precinct 1 -Kirby Smith Machinery- 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: March 10, 2026

Court Order #:

Page: 1 of 8

Department: Purchasing

Prepared By: Kehinde Olugbile

Approved By: Christopher Lax, CPSM,
CPSD, CPCP

SUBJECT:

Bid No. F2026056 - Annual Contract for Subscription for KnowBe4 Training - Information Technology - vCloud Tech Inc. - Per Unit Price

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award Bid No. F2026056, Annual Contract for Subscription for KnowBe4 Training, for Information Technology, to vCloud 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. Nine hundred ninety three (993) 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 January 26, 2026 was attended by three (3) vendor as well as representatives from Information Technology and Purchasing. Thirteen (13) bids and seven (7) no-bids were received.

The low bid received from vCloud Tech Inc. meets all specifications and is acceptable to Information Technology.

The term of the contract is twelve (12) months, effective April 4, 2026.

Subject to continued funding by the Commissioners Court, this agreement shall automatically renew April 4, 2027 and April 4, 2028, hereafter for two (2) twelve (12) month periods ending on April 3, 2029 unless sooner terminated by either party as provided herein.

This software is a cybersecurity training platform used by Tarrant County to educate employees about cybersecurity risks, conduct simulated phishing attacks, and improve overall security awareness to reduce the risk of successful cyberattacks.

Therefore, it is the joint recommendation of Information Technology and Purchasing that Bid No. F2026056, Annual Contract for Subscription for KnowBe4 Training, be awarded to vCloud Tech Inc. at the per unit price.

FISCAL IMPACT

Expenses for the last twelve (12) months were \$59,461.89. Funding in the amount of \$77,315.46 is available in account 10000-2026 General Fund/1810300000 Security/578025 Software Maintenance. Annual subscription fees of \$77,315.46 for Year 2&3 will be requested in future budgets.

Attachments

[F2026056 BACKUP.pdf](#)

Bid No. F2026056 Annual Contract for Subscription for KnowBe4 Training

Award

			vCloud Tech Inc Rolling Hills Estate, CA HUB - No CO-OP - Yes		Kambrian Corporation La Puente, CA HUB - Yes	
			Total Price	\$231,946.38	Total Price	\$263.1066
Line #	Description	QTY	Unit	Extended	Unit	Extended
1.1	Year 1 KnowBe4 Security Awareness Training Subscription PlatinumSupport runs from 04/04/2026 through 04/03/2027	5001	\$7.88	39407.88	\$8.01	63.1188
1.2	Year 1 KnowBe4 Security Awareness Training Subscription DiamondSupport runs from 04/04/2026 through 04/03/2027	5001	\$1.02	5101.02	\$1.05	1.071
1.3	Year 1 KnowBe4 PhishER SubscriptionSupport runs from 04/04/2026 through 04/03/2027	5001	\$4.17	20854.17	\$4.24	17.6808
1.4	Year 1 Artificial Intelligence Defense Agents. AI-native feature set to facilitate automated and personalized SAT, includes AI powered features. (Must have current KSATD Subscription to use product)Support runs from 04/04/2026 through 04/03/2027	5001	\$2.39	11952.39	\$2.44	5.8316
1.5	Year 2 KnowBe4 Security Awareness Training Subscription PlatinumSupport runs from 04/04/2027 through 04/03/2028	5001	\$7.88	39407.88	\$8.01	63.1188
1.6	Year 2 KnowBe4 Security Awareness Training Subscription DiamondSupport runs from 04/04/2027 through 04/03/2028	5001	\$1.02	5101.02	\$1.05	1.071
1.7	Year 2 KnowBe4 PhishER SubscriptionSupport runs from 04/04/2027 through 04/03/2028	5001	\$4.17	20854.17	\$4.24	17.6808
1.8	Year 2 Artificial Intelligence Defense Agents. AI-native feature set to facilitate automated and personalized SAT, includes AI powered features. (Must have current KSATD Subscription to use product)Support runs from 04/04/2027 through 04/03/2028	5001	\$2.39	11952.39	\$2.44	5.8316
1.9	Year 3 KnowBe4 Security Awareness Training Subscription PlatinumSupport runs from 04/04/2028 through 04/03/2029	5001	\$7.88	39407.88	\$8.01	63.1188
1.10	Year 3 KnowBe4 Security Awareness Training Subscription DiamondSupport runs from 04/04/2028 through 04/03/2029	5001	\$1.02	5101.02	\$1.05	1.071
1.11	Year 3 KnowBe4 PhishER SubscriptionSupport runs from 04/04/2028 through 04/03/2029	5001	\$4.17	20854.17	\$4.24	17.6808
1.12	Year 3 Artificial Intelligence Defense Agents. AI-native feature set to facilitate automated and personalized SAT, includes AI powered features. (Must have current KSATD Subscription to use product)Support runs from 04/04/2028 through 04/03/2029	5001	\$2.39	11952.39	\$2.44	5.8316

No-Bids: Googoz.com, Inc., CSI Leasing, Inc., 3-C Technology, LLC
 Hypertec USA Inc., Cescio, Inc. IT Equipment, Software Solutions, Supplies, Sales & Service
 Cerris Builders, Inc., TDIndustries, Inc.

Bid No. F2026056 Annual Contract for Subscription for KnowBe4 Training

			Southern Computer Warehouse Maritetta, GA HUB - No		AlxteI.Inc Silver Spring, MD HUB - No		Miracle Software Systems, Inc. Novi, MI HUB - Yes	
			Total Price	\$238,097.61	Total Price	\$239,047.80	Total Price	\$239,997.99
Line #	Description	QTY	Unit	Extended	Unit	Extended	Unit	Extended
1.1	Year 1 KnowBe4 Security Awareness Training Subscription PlatinumSupport runs from 04/04/2026 through 04/03/2027	5001	\$7.93	39657.93	\$7.86	39307.86	\$7.86	39307.86
1.2	Year 1 KnowBe4 Security Awareness Training Subscription DiamondSupport runs from 04/04/2026 through 04/03/2027	5001	\$1.03	5151.03	\$1.04	5201.04	\$1.03	5151.03
1.3	Year 1 KnowBe4 PhishER SubscriptionSupport runs from 04/04/2026 through 04/03/2027	5001	\$4.20	21004.2	\$4.16	20804.16	\$4.17	20854.17
1.4	Year 1 Artificial Intelligence Defense Agents. AI-native feature set to facilitate automated and personalized SAT, includes AI powered features. (Must have current KSATD Subscription to use product)Support runs from 04/04/2026 through 04/03/2027	5001	\$2.41	12052.41	\$2.40	12002.4	\$2.45	12252.45
1.5	Year 2 KnowBe4 Security Awareness Training Subscription PlatinumSupport runs from 04/04/2027 through 04/03/2028	5001	\$8.16	40808.16	\$8.10	40508.1	\$8.10	40508.1
1.6	Year 2 KnowBe4 Security Awareness Training Subscription DiamondSupport runs from 04/04/2027 through 04/03/2028	5001	\$1.06	5301.06	\$1.06	5301.06	\$1.07	5351.07
1.7	Year 2 KnowBe4 PhishER SubscriptionSupport runs from 04/04/2027 through 04/03/2028	5001	\$4.32	21604.32	\$4.30	21504.3	\$4.30	21504.3
1.8	Year 2 Artificial Intelligence Defense Agents. AI-native feature set to facilitate automated and personalized SAT, includes AI powered features. (Must have current KSATD Subscription to use product)Support runs from 04/04/2027 through 04/03/2028	5001	\$2.48	12402.48	\$2.47	12352.47	\$2.52	12602.52
1.9	Year 3 KnowBe4 Security Awareness Training Subscription PlatinumSupport runs from 04/04/2028 through 04/03/2029	5001	\$8.16	40808.16	\$8.34	41708.34	\$8.35	41758.35
1.10	Year 3 KnowBe4 Security Awareness Training Subscription DiamondSupport runs from 04/04/2028 through 04/03/2029	5001	\$1.06	5301.06	\$1.10	5501.1	\$1.11	5551.11
1.11	Year 3 KnowBe4 PhishER SubscriptionSupport runs from 04/04/2028 through 04/03/2029	5001	\$4.32	21604.32	\$4.42	22104.42	\$4.43	22154.43
1.12	Year 3 Artificial Intelligence Defense Agents. AI-native feature set to facilitate automated and personalized SAT, includes AI powered features. (Must have current KSATD Subscription to use product)Support runs from 04/04/2028 through 04/03/2029	5001	\$2.48	12402.48	\$2.55	12752.55	\$2.60	13002.6

No-Bids: Googoz.com, Inc., CSI Leasing, Inc., 3-C Technology, LLC
Hypertec USA Inc., Cescio, Inc. IT Equipment, Software Solutions, Supplies, Sales & Service
Cerris Builders, Inc., TDIndustries, Inc.

Bid No. F2026056 Annual Contract for Subscription for KnowBe4 Training

			My cloud Logistics LLC Commerce, CA HUB - No		Archer Energy Services Clackamas, OR HUB - No		ASIMER TECH LLC Austin, TX HUB - No	
			Total Price	\$240,648.12	Total Price	\$242,898.57	Total Price	\$244,548.90
Line #	Description	QTY	Unit	Extended	Unit	Extended	Unit	Extended
1.1	Year 1 KnowBe4 Security Awareness Training Subscription PlatinumSupport runs from 04/04/2026 through 04/03/2027	5001	\$7.84	39207.84	\$8.01	40058.01	\$8.30	41508.3
1.2	Year 1 KnowBe4 Security Awareness Training Subscription DiamondSupport runs from 04/04/2026 through 04/03/2027	5001	\$1.09	5451.09	\$1.04	5201.04	\$1.08	5401.08
1.3	Year 1 KnowBe4 PhishER SubscriptionSupport runs from 04/04/2026 through 04/03/2027	5001	\$4.22	21104.22	\$4.24	21204.24	\$4.40	22004.4
1.4	Year 1 Artificial Intelligence Defense Agents. AI-native feature set to facilitate automated and personalized SAT, includes AI powered features. (Must have current KSATD Subscription to use product)Support runs from 04/04/2026 through 04/03/2027	5001	\$2.41	12052.41	\$2.44	12202.44	\$2.52	12602.52
1.5	Year 2 KnowBe4 Security Awareness Training Subscription PlatinumSupport runs from 04/04/2027 through 04/03/2028	5001	\$8.08	40408.08	\$8.24	41208.24	\$8.30	41508.3
1.6	Year 2 KnowBe4 Security Awareness Training Subscription DiamondSupport runs from 04/04/2027 through 04/03/2028	5001	\$1.12	5601.12	\$1.07	5351.07	\$1.08	5401.08
1.7	Year 2 KnowBe4 PhishER SubscriptionSupport runs from 04/04/2027 through 04/03/2028	5001	\$4.35	21754.35	\$4.36	21804.36	\$4.40	22004.4
1.8	Year 2 Artificial Intelligence Defense Agents. AI-native feature set to facilitate automated and personalized SAT, includes AI powered features. (Must have current KSATD Subscription to use product)Support runs from 04/04/2027 through 04/03/2028	5001	\$2.49	12452.49	\$2.51	12552.51	\$2.52	12602.52
1.9	Year 3 KnowBe4 Security Awareness Training Subscription PlatinumSupport runs from 04/04/2028 through 04/03/2029	5001	\$8.33	41658.33	\$8.48	42408.48	\$8.30	41508.3
1.10	Year 3 KnowBe4 Security Awareness Training Subscription DiamondSupport runs from 04/04/2028 through 04/03/2029	5001	\$1.15	5751.15	\$1.10	5501.1	\$1.08	5401.08
1.11	Year 3 KnowBe4 PhishER SubscriptionSupport runs from 04/04/2028 through 04/03/2029	5001	\$4.48	22404.48	\$4.50	22504.5	\$4.40	22004.4
1.12	Year 3 Artificial Intelligence Defense Agents. AI-native feature set to facilitate automated and personalized SAT, includes AI powered features. (Must have current KSATD Subscription to use product)Support runs from 04/04/2028 through 04/03/2029	5001	\$2.56	12802.56	\$2.58	12902.58	\$2.52	12602.52

No-Bids: Googoz.com, Inc., CSI Leasing, Inc., 3-C Technology, LLC
Hypertec USA Inc., Cescio, Inc. IT Equipment, Software Solutions, Supplies, Sales & Service
Cerris Builders, Inc., TDIndustries, Inc.

Bid No. F2026056 Annual Contract for Subscription for KnowBe4 Training

			SMART IT PROS INC Rockwall, TX HUB - No		Acachi LLC Austin, TX HUB - Yes		American Business Solutions Inc Lewis Center, OH HUB - No	
			Total Price	\$245,399.07	Total Price	\$248,149.62	Total Price	\$261,052.20
Line #	Description	QTY	Unit	Extended	Unit	Extended	Unit	Extended
1.1	Year 1 KnowBe4 Security Awareness Training Subscription PlatinumSupport runs from 04/04/2026 through 04/03/2027	5001	\$8.09	40458.09	\$8.43	42158.43	\$8.86	44308.86
1.2	Year 1 KnowBe4 Security Awareness Training Subscription DiamondSupport runs from 04/04/2026 through 04/03/2027	5001	\$1.05	5251.05	\$1.09	5451.09	\$1.15	5751.15
1.3	Year 1 KnowBe4 PhishER SubscriptionSupport runs from 04/04/2026 through 04/03/2027	5001	\$4.28	21404.28	\$4.46	22304.46	\$4.70	23504.7
1.4	Year 1 Artificial Intelligence Defense Agents. AI-native feature set to facilitate automated and personalized SAT, includes AI powered features. (Must have current KSATD Subscription to use product)Support runs from 04/04/2026 through 04/03/2027	5001	\$2.46	12302.46	\$2.56	12802.56	\$2.69	13452.69
1.5	Year 2 KnowBe4 Security Awareness Training Subscription PlatinumSupport runs from 04/04/2027 through 04/03/2028	5001	\$8.33	41658.33	\$8.43	42158.43	\$8.86	44308.86
1.6	Year 2 KnowBe4 Security Awareness Training Subscription DiamondSupport runs from 04/04/2027 through 04/03/2028	5001	\$1.08	5401.08	\$1.09	5451.09	\$1.15	5751.15
1.7	Year 2 KnowBe4 PhishER SubscriptionSupport runs from 04/04/2027 through 04/03/2028	5001	\$4.41	22054.41	\$4.46	22304.46	\$4.70	23504.7
1.8	Year 2 Artificial Intelligence Defense Agents. AI-native feature set to facilitate automated and personalized SAT, includes AI powered features. (Must have current KSATD Subscription to use product)Support runs from 04/04/2027 through 04/03/2028	5001	\$2.53	12652.53	\$2.56	12802.56	\$2.69	13452.69
1.9	Year 3 KnowBe4 Security Awareness Training Subscription PlatinumSupport runs from 04/04/2028 through 04/03/2029	5001	\$8.58	42908.58	\$8.43	42158.43	\$8.86	44308.86
1.10	Year 3 KnowBe4 Security Awareness Training Subscription DiamondSupport runs from 04/04/2028 through 04/03/2029	5001	\$1.11	5551.11	\$1.09	5451.09	\$1.15	5751.15
1.11	Year 3 KnowBe4 PhishER SubscriptionSupport runs from 04/04/2028 through 04/03/2029	5001	\$4.54	22704.54	\$4.46	22304.46	\$4.70	23504.7
1.12	Year 3 Artificial Intelligence Defense Agents. AI-native feature set to facilitate automated and personalized SAT, includes AI powered features. (Must have current KSATD Subscription to use product)Support runs from 04/04/2028 through 04/03/2029	5001	\$2.61	13052.61	\$2.56	12802.56	\$2.69	13452.69

No-Bids: Googoz.com, Inc., CSI Leasing, Inc., 3-C Technology, LLC
Hypertec USA Inc., Cescio, Inc. IT Equipment, Software Solutions, Supplies, Sales & Service
Cerris Builders, Inc., TDIndustries, Inc.

Bid No. F2026056 Annual Contract for Subscription for KnowBe4 Training

			Rex Black, Inc (New Horizon Technology, Inc) Dallas, TX HUB - Yes		International Cloud Business Inc Ashburn, VA HUB - No	
			Total Price	\$285,026.994	Total Price	\$732,146.40
Line #	Description	QTY	Unit	Extended	Unit	Extended
1.1	Year 1 KnowBe4 Security Awareness Training Subscription Platinum Support runs from 04/04/2026 through 04/03/2027	5001	\$8.918	44598.918	\$24.80	124024.8
1.2	Year 1 KnowBe4 Security Awareness Training Subscription Diamond Support runs from 04/04/2026 through 04/03/2027	5001	\$1.44	7201.44	\$3.25	16253.25
1.3	Year 1 KnowBe4 PhishER Subscription Support runs from 04/04/2026 through 04/03/2027	5001	\$5.346	26735.346	\$13.15	65763.15
1.4	Year 1 Artificial Intelligence Defense Agents. AI-native feature set to facilitate automated and personalized SAT, includes AI powered features. (Must have current KSATD Subscription to use product) Support runs from 04/04/2026 through 04/03/2027	5001	\$3.294	16473.294	\$7.60	38007.6
1.5	Year 2 KnowBe4 Security Awareness Training Subscription Platinum Support runs from 04/04/2027 through 04/03/2028	5001	\$8.918	44598.918	\$24.80	124024.8
1.6	Year 2 KnowBe4 Security Awareness Training Subscription Diamond Support runs from 04/04/2027 through 04/03/2028	5001	\$1.44	7201.44	\$3.25	16253.25
1.7	Year 2 KnowBe4 PhishER Subscription Support runs from 04/04/2027 through 04/03/2028	5001	\$5.346	26735.346	\$13.15	65763.15
1.8	Year 2 Artificial Intelligence Defense Agents. AI-native feature set to facilitate automated and personalized SAT, includes AI powered features. (Must have current KSATD Subscription to use product) Support runs from 04/04/2027 through 04/03/2028	5001	\$3.294	16473.294	\$7.60	38007.6
1.9	Year 3 KnowBe4 Security Awareness Training Subscription Platinum Support runs from 04/04/2028 through 04/03/2029	5001	\$8.918	44598.918	\$24.80	124024.8
1.10	Year 3 KnowBe4 Security Awareness Training Subscription Diamond Support runs from 04/04/2028 through 04/03/2029	5001	\$1.44	7201.44	\$3.25	16253.25
1.11	Year 3 KnowBe4 PhishER Subscription Support runs from 04/04/2028 through 04/03/2029	5001	\$5.346	26735.346	\$13.15	65763.15
1.12	Year 3 Artificial Intelligence Defense Agents. AI-native feature set to facilitate automated and personalized SAT, includes AI powered features. (Must have current KSATD Subscription to use product) Support runs from 04/04/2028 through 04/03/2029	5001	\$3.294	16473.294	\$7.60	38007.6

No-Bids: Googoz.com, Inc., CSI Leasing, Inc., 3-C Technology, LLC
Hypertec USA Inc., Cesco, Inc. IT Equipment, Software Solutions, Supplies, Sales & Service
Cerris Builders, Inc., TDIndustries, Inc.



INFORMATION TECHNOLOGY
*Empowering Innovation
Driving Excellence*

**Chief Information
Officer**
André Mendes

**Executive Assistant
to CIO**
Cecilia Webb

Deputy CIO

**Chief Information Security
Officer**
Russell Scott

**Project Portfolio
Management Office
Director**
Adepeju Ajunwon

**IT Service Delivery
Director**
Carolyn J. Bogan

**Network & Data
Center Infrastructure
Director**
Anthony Jackson

**Business Application
Development & Support
Director**
Michael Webb

Date: February 4, 2026

TO: Kehinde Olugbile, Senior Buyer

FROM: Russ Scott - CISO

SUBJECT: Bid No. F2026056 – Annual Contract for Subscription for KnowBe4 Training

Ms. Olugbile,

Based on the information provided in the bid responses, the Tarrant County Information Technology Department approves award of Bid No. F2026056 to vCloud Tech, Inc. per contract terms.

Sincerely,

Russell D Scott

Russell D. Scott

Chief Information Security Officer

*Our vision is to be the best IT
organization in state and
local government within the
United States.*

200 Taylor Street
Fort Worth, TX 76196

Phone: 817.884.3888
Fax: 817.212.3060

www.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. F2026056 Annual Contract for Subscription for KnowBe4 Training - Information Technology - vCloud 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: March 10, 2026

Court Order #:
{{customNumber.courtOrder}}

Page: 1 of 2

Department: Purchasing

Prepared By: Julian Cano

Approved By: Christopher Lax, CPSM,
CPSD, CPCP

SUBJECT:

Bid No. F2026029 - Wichita Street Widening Project - Engineering Services

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court reject all bids received for Bid No. F2026029, Wichita Street Widening Project, and grant permission to rebid.

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 seventy-five (875) 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 January 7, 2026, was attended by eight (8) vendors as well as representatives from Teague Nall and Perkins, Inc., City of Fort Worth, GFT Infrastructure, Inc., Engineering Services, and Purchasing. Two (2) bids and nine (9) no-bids were received.

After review of the submitted bids by Engineering Services and Purchasing representatives, it was determined that:

1. The bids received were over budget.
2. Only two (2) bids were received, and it was deemed in the best interest of Tarrant County to reject all bids to solicit more competition.

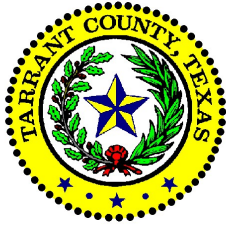
Therefore, it is the joint recommendation of Engineering Services and Purchasing that the Commissioners Court reject all bids received for Bid No. F2026029, Wichita Street Widening Project, and grant permission to rebid.

FISCAL IMPACT

There is no fiscal impact associated with this item.

Attachments

[Backup - F2026029.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: Bid No. F2026029 – Wichita Street Widening Project – Engineering 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: March 10, 2026

Court Order #:
{{customNumber.courtOrder}}

Page: 1 of 14

Department: Purchasing

Prepared By: Emily Salter, CPPB

Approved By: Christopher Lax, CPSM,
CPSD, CPCP

SUBJECT:

Consideration of AIA Contract Documents Subscription - Purchasing Department

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a contract for AIA Contract Documents Subscription, for the Purchasing Department.

BACKGROUND

The AIA Contract Documents Subscription is an online service which provides access to all available standardized forms and agreements related to construction projects. Features include over two hundred (200) contracts and forms as well as editable, custom templates.

The term of the contract is twelve (12) months, effective March 11, 2026.

The contract is attached for approval and signature. The District Attorney's Office reviewed this contract as to form.

FISCAL IMPACT

The annual unlimited subscription for one user is \$2,200.00. Funding is available in account 10000-2026 General Fund/1830100000 Purchasing/522069 Subscriptions.

PASSED AND APPROVED on March 10, 2026.

**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.

Attachments

[AIA Contract backup.pdf](#)

TERMS OF SERVICE FOR CATINA CONTRACT DOCUMENTS ONLINE SERVICE

(Effective October 1, 2022)

Thank you for subscribing to the AIA Contract Documents Online Service, including its associated software system, templates, and forms (collectively, the “Catina Online Service” or “Service”), for your design or construction project. Review these Terms of Service (“Agreement”) thoroughly. This Agreement is a legally binding agreement between you and ACD Operations, LLC, a Delaware limited liability company, (referred to as “Catina,” “we,” “our,” or “us”). By clicking “I accept,” indicating acceptance electronically, or by accessing or using any part of the Service, you acknowledge that you have read this Agreement and agree to it. If you do not agree with any of the terms of this Agreement, you may not use the Service.

1. DESCRIPTION OF SERVICE

The Catina Online Service provides an interactive, internet-based platform that lets users create, edit, store, upload, download, share, and sign AIA Contract Documents® and other legal forms for their design or construction projects, using the templates and forms accessible through the Service. For more information regarding the Catina Online Service, please review the summary and description located at <http://www.aiacontracts.com>.

2. YOUR CLIENT INFORMATION

Your “Client Information” includes all the data you or your Authorized Users submit, upload, store, or send to or through the Service. You retain ownership of any rights that you hold in your Client Information. Your Client Information does not include databases, scores, metrics, or other analytics or derivative work generated by the Catina Online Service or otherwise created by or for Catina. Your Client Information also does not include data submitted by other users, data obtained from sources other than you, or any publicly available data. We will not use or disclose any Client Information except as expressly provided in Section 4 below. “Authorized Users” are your individual (and current) employees, contractors, or agents who are permitted by you to access the Service either directly through a named account or by invitation to the Share for Review feature, and who have agreed to abide by this Agreement. The license granted will specify whether you have received a single-user license or a license to authorize use by a particular number of Authorized Users. Each set of login credentials (name, password, authentication) is personal to the Authorized User to which they have been assigned, and may not be shared with other persons. Contact support@aiacontracts.com for assistance regarding changes to Authorized User accounts.

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Catina permits you and your Authorized Users to include finalized AIA Contract Documents in project manuals only in the form and format produced by the Catina Online Service with any Additions and Deletions Report and accompanying D401™-2003 Certificate of Document's Authenticity. Except for the forms* noted below, finalized documents contain a watermark of a partial AIA logo on each page.

Catina permits you and your Authorized Users to include partially completed "DRAFT" AIA Contract Documents in project manuals only in the PDF format produced by the Catina Online Service when the document, except for the forms* noted below, contains "DRAFT" in the header and on the right side of each page. Draft documents will also contain a date stamp, time stamp, Order No., and expiration date in the footer.

Note: The following forms and their variants do not contain a watermark or "DRAFT" on the right side of the page: G702, G703, G732, G736, G737, G742, and G743.

Additionally, Catina permits you and your Authorized Users to include blank AIA Contract Documents in project manuals when the documents 1) are in PDF format, 2) are originally obtained through the AIA Contract Documents website, and 3) contain a "Sample" watermark. Documents containing a Sample watermark can be downloaded for free in PDF format from <https://www.aiacontracts.com>. The text and fields in a Sample document are locked and cannot be edited.

You do not acquire any right, title, or interest in or to the Service other than the limited license granted to you by this Agreement. All rights not expressly granted to you are reserved to Catina.

4. HOW YOUR INFORMATION IS USED

Any Client Information that you provide to us is subject to the Catina's Privacy Policy, which is which is available at <https://aiacontracts.com/#/privacy-policy>, incorporated into this Agreement and governs our collection and use of your Client Information.

You agree that we may identify you as an AIA member, a client, or a customer of Catina in furtherance of Catina's business, and that we may use and share aggregated, anonymized information (as set forth in this Section 4) from your projects and contracts. We will share such aggregated, anonymized information with third parties as set forth in this Section 4 and the Privacy Policy. Except as set forth therein, we will not share any Client Information with any third parties for any other purpose. By using the Service and uploading, submitting, storing, or sending Client Information to or through the Service, you hereby grant Catina a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to distribute, and otherwise utilize aggregated and anonymized data derived from Client Information ("Aggregated Data,") and to use, analyze, display, create, and publish derivative works based on Aggregated Data, and to perform internally all operations necessary for the creation of such Aggregated Data, in each case, solely in the furtherance of Catina's business.

Aggregated Data is data that has been standardized and anonymized by algorithmic scrubbing and removal of identifying information and then combined with one or more additional data sets.

5. YOUR OBLIGATIONS

You must access the Catina Online Service through a registered account using a username and a password, and any additional user authentication mechanism deemed appropriate by Catina. You may not share your username, password, and authentication mechanism with anyone. By accessing or using the Service, you agree that you will:

- Provide true, accurate and complete registration information and promptly provide any updated information.
- Keep your username and password confidential to prevent unauthorized use of your account. You are solely responsible for your Authorized Users and assume responsibility for any and all activity occurring through your username and password.
- Promptly notify us if you become aware of any loss or theft of your password or any unauthorized use of your account.
- Provide Catina reasonable cooperation required for use or implementation of the Service.
- Comply with all relevant data privacy laws regarding the transmission and processing of personal information.

You agree not to use, nor permit any third party to use, the Catina Online Service in a manner that violates this Agreement or any applicable law or regulation. You agree and you will cause your Authorized Users to agree not to:

- Reproduce, modify, copy, sell, trade, lease, rent, resell, or license the Service.
- Copy the text of any Catina Contract Document, in whole or in part, into a non-Catina document.
- Decompile, disassemble, or reverse engineer the Service.
- Market, distribute, display, post, or otherwise make available any part of the Service (including any templates and forms) apart from authorized use of the Service.
- Remove or alter any proprietary watermark, legal notice, header, or footer on any part of the Service (including any templates and forms) indicating that the Service is the property of Catina.
- Interfere with the Service or try to access it using a method other than the interface and the instructions that we provide.
- Use another user's username and password without permission.
- Upload spyware or any other malicious software to the Service.
- Attempt to probe, scan, penetrate, or test the vulnerability of the Service and the related system or network.
- Engage in unauthorized collection or use of personal or confidential information, including phishing, pharming, and harvesting.
- Transmit or otherwise provide any harmful or objectionable content on or through the Service, including content that (1) violates or infringes upon the proprietary and intellectual property rights of others; (2) impersonates another or is fraudulent, unfair, deceptive, threatening, abusive, libelous, defamatory, invasive of privacy or publicity rights, vulgar, obscene, or otherwise unlawful or reasonably objectionable; (3) harms Catina's reputation; or (4) encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law.

By accessing or using the Catina Online Service, you acknowledge that Catina may, but has no obligation to, monitor any user-provided information or content on the Service. You are solely responsible for the

accuracy, completeness, appropriateness, or legality of any content or information you submit or provide using the Catina Online Service. Catina does not edit, endorse, or approve any such content. Catina assumes no responsibility or liability for any claims that may result directly or indirectly from any third-party communications or interactions you establish.

6. COMMITMENT TO DATA SECURITY

How secure is my data?

We strive to implement and maintain reasonable, commercially acceptable security procedures and practices appropriate to the nature of the information that we store, in order to protect it from unauthorized access, destruction, use, modification, or disclosure. Unfortunately, there is no method of transmission over the internet, or method of electronic storage, that is 100% secure, and we are unable to guarantee the absolute security of the information that we have collected from you. We have outlined below some of our security and accessibility controls that are currently in place. As part of our effort to safeguard your information, Catina reserves the right to monitor your account activity related to the Catina Online Service (in accordance with applicable law). We do not publicly disclose specific details of our defense in depth security posture in order to avoid compromising these measures.

Physical Security: Catina Online Service is hosted in a top-tier data center with multiple layers of physical security and protections from environmental disasters.

Connectivity: Catina Online Service is accessed utilizing fully redundant high-speed network connections. A three-tier architecture exists behind next generation firewalls that provide IDS and IPS capabilities.

How do we protect your data?

Disaster Recovery: Catina Online Service was designed to be highly available and fault tolerant. Databases are replicated in real-time between geographically diverse top-tier data centers so that the Catina Online Service will continue to be fully functional.

Two Factor Authentication: Catina Online Service requires a unique username and password that must be entered each time a user logs on and, similar to financial institutions, a secondary method of authentication, such as phone or email, to establish that a trusted computer/browser is being utilized.

Penetration Testing: Catina Online Service engages an external organization to perform penetration tests at least semi-annually.

Security Best Practices: Although Catina Online Services provides multiple layers to keep your data safe, we are also dependent on you to ensure that you maintain the security of your account by using sufficiently complicated passwords. In addition, you and your authorized users need to have sufficient security on your own systems, such as anti-virus, anti-malware, firewalls, etc. If you suspect that your account has been compromised or if you notice anything suspicious, please contact us immediately at privacy@aiacontracts.com.

What else do I need to know?

European Union Users

Please refer to the EU Data Subjects section of our [Privacy Policy](#).

International Transfer: All data associated with Catina Online Service is stored in the United States. If you are located outside of the United States and choose to provide information to Catina Online Service, you are agreeing to have your information, including personal information, transferred to, and maintained on, computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ.

Deletion of Data: If you allow your subscription to Catina Online Service to lapse, decide not to renew, or terminate the service, we may destroy any Client Information, finalized contracts, draft contracts, or other materials stored in Catina Online Service. Prior to the expiration or termination of your Catina Online Service subscription, you should utilize the features within the Service to download and save local copies of any finalized documents you wish to retain.

No Unique Provisions: We are unable to provide or implement organization-specific accommodations, such as entering into individualized non-disclosure agreements or providing individualized security modifications.

Compliance with Laws: In the event Catina is requested or required, by subpoena, oral deposition, interrogatories, request for production of documents, administrative order or otherwise, to disclose data contained in the Catina Online Service, Catina shall provide you notice of any such request so that you may seek, at your expense, an appropriate protective order. If, in the absence of a protective order, Catina is compelled by law, in the opinion of its counsel, to disclose any Client Information, Catina may make such disclosure after notice to you.

7. COPYRIGHT; DESIGNATED AGENT FOR NOTIFICATION OF CLAIMS OF INFRINGEMENT

Catina respects the intellectual property of others and asks you to do the same. Consistent with the Digital Millennium Copyright Act of 1998 (DMCA), we will respond to a notice of alleged infringement if the claim complies with the law, includes all of the requirements set forth below, and is properly reported to our Designated Agent. We will document all notices of alleged infringement upon which we decide to take action. If you believe that your copyright has been infringed through another's use of the Catina Online Service, please send to our Designated Agent a written notice of your claim, signed by a person authorized to act on behalf of the owner of the copyright interest that is allegedly infringed, and with the following information:

- A description, in reasonable detail (including any applicable URL address), of the copyrighted work that you claim has been infringed;
- A description, in reasonable detail, of where the material that you claim is infringing is located on the site controlled by Catina;
- Your name, address, telephone number, and e-mail address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your written notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Designated Agent: Chad Polich, c/o ACD Operations LLC, 31 Boland Court, Greenville, SC 29615

Upon receipt of a properly reported and signed notice, we will take whatever action we deem appropriate in our sole discretion. We reserve the right to remove or disable access to material on the Service alleged to be infringing and/or to suspend or terminate your right to access and use the Service. If Catina suspends or terminates your access to the Service, Catina will make a good-faith attempt (as warranted) to contact the person or entity who posted the content so that they may make counter notification pursuant to applicable laws.

Pursuant to the DMCA, counter notifications may be sent to the Catina's Designated Agent. All counter notifications must include responsive information to what is set forth above, including any required statements or signatures.

You acknowledge that you may be liable for damages, including attorneys' fees and costs, if you materially misrepresent that a work or activity is infringing your rights.

As with all legal notices, a copy of the notice may be sent to one or more third parties who may make such notice available to the public.

8. PAYMENT TERMS

You agree to pay the applicable license or subscription fee(s) designated by Catina, including any taxes, for use of the Catina Online Service. You will pay the fee(s) for a designated time period in advance. The payment will not be refunded once it has been paid, even if you terminate use of the Service prior to the end of the designated period. We may increase the fee(s) no more than once each calendar year. If we do so in a given year, you will be subject to the new rate at the end of your designated period.

Your subscription will renew automatically for an additional one-year term unless you notify us at least 30 days prior to the end of the term (or any renewal term) of your subscription. You may make a request to terminate your subscription by email to: support@aiacontracts.com. If you provide a credit card to us for payment, you authorize us to automatically charge your credit card for any renewal.

Payments will be billed to you in U.S. Dollars (\$), and you must pay in U.S. Dollars (\$) using a method permitted by Catina.

Unless otherwise indicated by Catina in writing, you must pay any invoice within 30 days of receipt. All past-due payments will accrue interest at a rate of 1.5% or the highest rate permissible by law, whichever is less, per month on the unpaid balance from the due date until paid in full.

Catina reserves the right to terminate or suspend your access to the Catina Online Service if you fail to pay any amounts within 30 days of when due. You agree to reimburse Catina for all reasonable costs incurred (including reasonable attorney's fees) in collecting past-due amounts.

9. AVAILABILITY OF SERVICE AND SUPPORT

We try our best to have the Catina Online Service available 24 hours a day, 7 days a week. There, however, may be times when the Service is unavailable for routine maintenance, to correct technical difficulties, or for some other reason. Availability of the Service is subject to change at any time in our sole discretion. You also acknowledge and agree we have no obligation to receive or process through the Service any Client Information whose technical requirements do not fit within the Service's specified technical parameters.

In addition to making the Catina Online Service available, we also agree to provide the technical support for the Service set forth on <https://aiacontracts.com>. We reserve the right to modify or terminate the offered support, and to determine the manner by which it is provided in our sole discretion. You are otherwise solely responsible for training and otherwise informing Authorized Users of the features and capabilities of the Catina Online Service.

10. OTHER TERMS AND CONDITIONS

Additional notices, terms, and conditions provided by us, may apply to the use of the Catina Online Service. You agree to abide by such other notices, terms, and conditions (as applicable). If there is a conflict between this Agreement and any other terms regarding the Catina Online Service, this Agreement governs to the extent of the conflict.

11. LINKS TO OTHER SITES

We have no control over third-party sites and are not responsible for their content. We do not endorse, and are not responsible in any way for, the content, the accuracy of the information, and/or the quality of the products or services provided by, made available through, or advertised on these third-party websites.

12. FEEDBACK

We welcome your feedback about the Catina Online Service and on how to improve it, and you can do so by emailing Catina at support@aiacontracts.com. By sending us any feedback, suggestions, or ideas, you represent and warrant that you have all rights necessary to convey them to us, and acknowledge that we may freely use any feedback, suggestions, or ideas you send us without any obligation to you. You grant Catina a worldwide, royalty-free, perpetual, irrevocable, transferable, non-exclusive right and license to use and distribute the feedback, suggestions, or ideas that you provide to Catina in any way.

13. YOUR REPRESENTATIONS AND WARRANTIES

By accessing and using the Catina Online Service and/or accepting this Agreement, you represent and warrant to Catina that: (i) you are at least 18 years old; (ii) you are authorized to enter into this Agreement on behalf of yourself or the business using the Service; and (iii) you are authorized and able to fulfill and perform the obligations as specified herein.

With respect to the Client Information, you further represent and warrant that: (i) you own or have obtained all rights necessary to authorize your use of your Client Information; (ii) you have collected and are using the Client Information in accordance with all applicable laws (including regulations and attorney general or agency guidance, guides, or rulemaking) and privacy policies; and (iii) the Client Information will not contain any social security numbers, payment card information, third-party confidential information, or medical records.

14. OUR DISCLAIMERS OF WARRANTY

We provide the Catina Online Service using a commercially reasonable level of skill and care. But there are certain things we do not promise about the Service.

CATINA AND THE CATINA ONLINE SERVICE DO NOT PROVIDE LEGAL ADVICE. You are solely responsible for obtaining your own legal advice, for protecting legal privilege, and for abiding by or negotiating your

own contracts and legal terms and conditions. Consult the services of a competent legal professional when you need this type of assistance.

OTHER THAN AS EXPRESSLY SET OUT IN THIS AGREEMENT, CATINA DOES NOT MAKE ANY SPECIFIC PROMISES ABOUT THE CATINA ONLINE SERVICE. FOR EXAMPLE, WE DO NOT MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICE; THE SERVICE'S RELIABILITY, SECURITY, OR AVAILABILITY; OR THE ABILITY OF THE SERVICE TO MEET YOUR NEEDS OR ACHIEVE CERTAIN RESULTS. WE PROVIDE THE SERVICE "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND AND FOR USE BY YOU AT YOUR OWN RISK.

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL SUCH WARRANTIES.

15. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CATINA WILL NOT BE RESPONSIBLE FOR THE FOLLOWING: (A) ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS), REGARDLESS OF LEGAL THEORY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE CATINA ONLINE SERVICE; AND (B) DAMAGES RELATING TO A CAUSE THAT IS BEYOND CATINA'S CONTROL OR IS NOT REASONABLY FORESEEABLE, INCLUDING, BUT NOT LIMITED TO, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER CONNECTION PROBLEMS, COMPUTER VIRUSES, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, SEVERE WEATHER, EARTHQUAKES OR OTHER NATURAL DISASTERS, STRIKES OR OTHER LABOR PROBLEMS, WARS, OR GOVERNMENTAL RESTRICTIONS. THE ABOVE LIMITATIONS APPLY EVEN IF CATINA HAS BEEN ADVISED OF THE POSSIBILITY OF THE EVENT GIVING RISE TO POTENTIAL LIABILITY.

WITHOUT LIMITATION OF THE FOREGOING AND TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF CATINA, FOR ANY CLAIMS RELATED TO THE USE OF THE CATINA ONLINE SERVICE OR TO THIS AGREEMENT IS LIMITED TO YOUR LICENSE COST OR \$5,000 (USD), WHICHEVER IS LESS.

16. INDEMNITY

You agree to defend, indemnify, and hold harmless Catina and its employees, agents, directors, officers, shareholders, attorneys, successors, and assigns from and against any and all third party claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from your use of the Service or breach of this Agreement. Catina reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any such claims. You agree to reasonably cooperate as requested by Catina in the defense of such claims.

17. GOVERNING LAW

The laws of the State of Delaware, excluding Delaware's conflict of laws rules, will apply to any disputes arising out of or relating to this Agreement or the Catina Online Service. The State and Federal courts of Delaware will have exclusive jurisdiction and venue over all controversies in connection with this Agreement. You and Catina consent to such exclusive and personal jurisdiction and venue. To the extent

permitted by law, (i) any claim you might have against Catina arising out of performance under this Agreement must be brought within two (2) years of the first occurrence of the underlying cause of the claim, or such claim or cause of action is barred; and (ii) you agree to waive any right to a jury trial in connection with any action or litigation arising out of or related to this Agreement and that You and Catina each has the right to seek attorneys' fees in any proceeding. You also acknowledge and agree that any applicable state law implementation of the Uniform Computer Information Transactions Act (including any available remedies or laws) shall not apply to this Agreement.

18. TERM AND TERMINATION

This Agreement and your right to use the Catina Online Service will take effect at the moment you click "I accept," or access or use the Catina Online Service. This Agreement and your right to access and use the Catina Online Service will terminate automatically if you click "Reject". You may also terminate this license at any time by ceasing to use the Catina Online Service and providing Catina notice of the termination through your account. Termination is limited to the license Catina grants to you, and any the survival clauses stated in this Paragraph.

We reserve the right to terminate this license, or suspend or terminate your access to the Catina Online Service at any time, with or without notice, if we determine that you have violated this Agreement, including, without limitation, by providing any false, inaccurate, untrue, or incomplete information; by exceeding the scope of the license; by engaging in activities that compromise the security of the Service; or by failing to pay in a timely manner any applicable fees, charges, or costs. The provisions in this Agreement concerning ownership of intellectual property, feedback, confidentiality, warranties and disclaimers of warranty, limitations of liability, indemnification, termination, governing law, and the miscellaneous terms will survive the termination or expiration of this license for any reason. Termination is limited to the license Catina grants to you, and any the survival clauses stated in this Paragraph.

Notwithstanding the Termination provisions of this Paragraph, the following Paragraphs shall survive termination: 2; 4-7; 13-17; 19-20.

19. NOTICES

You agree to send any notice you are required to send to Catina to the following designated address: support@aiacontracts.com. Catina will and may provide any notice hereunder (effective upon submission) to the email address you provide to Catina as a part of registering to use the Catina Online Service. It is your responsibility to update and maintain current notice information. In addition, you agree that Catina may also communicate with you through the email address you provide and, for changes applicable generally to all users, through the posting of notice to and through the Catina Online Service.

20. MISCELLANEOUS

a) You and Catina agree that this Agreement is for the benefit of you, Catina, and any licensors of Catina. Accordingly, this Agreement is personal to you, and may not be assigned to any other person or entity without Catina's prior written consent.

b) This Agreement does not create any third-party rights.

c) Catina's failure to enforce a provision of this Agreement is not a waiver by Catina of its right to do so later.

d) A printed version of this Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

e) If any provision (or part thereof) in this Agreement is later determined to be unenforceable by a court of competent jurisdiction for any reason, such determination will not affect the remaining provisions (or parts thereof).

f) You and Catina are independent contractors. No joint venture, partnership, employment, or agency relationship exists between you and Catina as result of this Agreement or your use of the Catina Online Service. You have no right to bind Catina without its prior written permission.

g) The headings in this Agreement are inserted for convenience only and should not be construed to limit or modify the scope of any provision of this Agreement.

h) This Agreement represents the entire agreement between you and Catina regarding its subject matter, and it supersedes all prior or contemporaneous communications and proposals between you and Catina with respect to the Catina Online Service.

i) Unless otherwise agreed to by Catina, Catina reserves the right to change the terms and conditions of this Agreement and under which the Catina Online Service is extended to you by providing you in writing or electronically a copy of such revised terms and conditions (or notice thereof). Following such provision or notice, your continued use of the Catina Online Service will be conclusively deemed acceptance of any change to this Agreement or the Catina Online Service.

j) As we work to improve our services there will be times when features or functions are temporarily disabled to enable us to perform maintenance or upgrade the Services.

Last Update October 1, 2022

I HAVE READ AND UNDERSTOOD THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS. PLEASE MANIFEST YOUR ASSENT TO THIS AGREEMENT BY CLICKING ON THE APPROPRIATE LINK.

TERMS OF SERVICE FOR BASIC SINGLE DOCUMENTS

(Effective October 1, 2022)

AIA Contract Documents® generated from this site are for your own use only and you may not re-sell them to others. You may use each document that you purchase one time only. After you have completed a document by filling in the blanks in the document with specific information, you are permitted to photocopy the document an unlimited number of times, but only for use in connection with the particular design or construction project for which you purchased the document. You may not photocopy, scan or otherwise reproduce any document prior to completing it fully. You may not scan a completed document and save it on a computer for further editing, and you may not scan and post a document to a Web site for any commercial purpose, including, without limitation, for bidding or negotiation or for marketing construction or professional services unless you obtain a separate license from the AIA for that purpose. You may not modify a document so as to make the original AIA text illegible and you may not delete any document header, footer, or sidebar.

Refund Policy: All fees paid by you are final and non-refundable.

Last Update October 1, 2022

I HAVE READ AND UNDERSTOOD THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS. PLEASE MANIFEST YOUR ASSENT TO THIS AGREEMENT BY CLICKING ON THE APPROPRIATE LINK.



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 AIA Contract Documents Subscription – Purchasing Department

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: March 10, 2026

Court Order #:

Page: 1 of 4

Department: Purchasing

Prepared By: Erin N. Dawdy

Approved By: Christopher Lax, CPSM,
CPSD, CPCP

SUBJECT:

NASPO Master Agreement No. 22PSX0021 - Addendum Number 2 - Electronic Monitoring Services - Juvenile Services - Satellite Tracking of People, LLC

COMMISSIONERS COURT ACTION REQUESTED:

It is requested that the Commissioners Court approve contract extension for NASPO Master Agreement No. 22PSX0021, Addendum Number 2, Electronic Monitoring Services, with Satellite Tracking of People, LLC, through November 1, 2026.

BACKGROUND:

On May 20, 2025, the Commissioners Court, through Court Order #145289, approved NASPO Master Agreement No. 22PSX0021, Addendum Number 2, Electronic Monitoring Services, for Juvenile Services, with Satellite Tracking of People, LLC.

The purpose of this contract is to utilize cooperative pricing for electronic monitoring services for Juvenile Services. These services are provided on an as-needed basis. Juvenile Services and Purchasing are requesting the continuation of services, ensuring a seamless transition between the current contract and the commencement of the forthcoming NASPO award. This extension will remain in effect through the expiration of the existing NASPO award on November 1, 2026.

Juvenile Services notified Purchasing in writing that they wish to extend the current contract. Satellite Tracking of People, LLC notified Purchasing in writing that they agree to the contract extension and that they will extend the same contract terms and pricing through November 1, 2026.

Therefore, it is the joint recommendation of Juvenile Services and Purchasing that the Commissioners Court approve contract extension for NASPO Master Agreement No. 22PSX0021, Addendum Number 2, Electronic Monitoring Services, with Satellite Tracking of People, LLC, through November 1, 2026.

FISCAL IMPACT:

Expenses for the last twelve (12) months were \$88,400.00. Funding in the amount of \$80,900.00 is available in account 10000-2026 General Fund/2610230000 Juvenile Services Electronic Monitoring/565071 Electronic Monitoring.

Attachments

[NASPO MSA 00212 extension backup.updated 2.26.2026 rev1.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

Tuesday, January 20, 2026

Don Fulton
Satellite Tracking of People, LLC d/b/a Securus Monitoring
5353 West Sam Houston Parkway North, Suite 190
Houston, TX 77041

Re: NASPO ValuePoint Master Agreement Number 22PSX0021; Participating Addendum Number 2

Dear Mr. Elder:

Referenced NASPO ValuePoint Master Agreement Number 22PSX0021 is scheduled to expire on November 1, 2026. Participating Addendum Number 2 between Tarrant County Juvenile Services and Satellite Tracking of People, LLC d/b/a Securus Monitoring currently expires on April 30, 2026.

Tarrant County Purchasing Department invites Satellite Tracking of People, LLC d/b/a Securus Monitoring to extend the terms of Participating Addendum Number 2 so they align with the NASPO ValuePoint Master Agreement, through November 1, 2026, under the same contract terms and pricing. Please indicate your response below :

Yes, Satellite Tracking of People, LLC d/b/a Securus Monitoring will accept the offer to extend the same contract terms and pricing through November 1, 2026. **Please include a current 1295 Form with your response.**

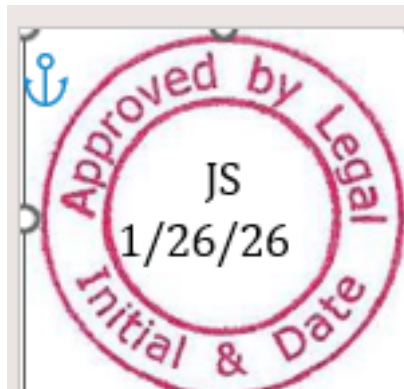
No, Satellite Tracking of People, LLC d/b/a Securus Monitoring will not accept the offer to extend the same contract terms through November 1, 2026.

Sincerely,

Erin Dawdy, Senior Buyer
Tarrant County
817-884-1105

Kevin Elder
Satellite Tracking of People, LLC
d/b/a Securus Monitoring

1/28/2026
Date



02/26/2026

Portfolio Details - NASPO ValuePoint

NASPO MSA 22PSX0021: Electronic Monitoring

Memo of term validity through November 1, 2026

https://www.naspovaluepoint.org/portfolio/electronic-monitoring-2023-2029/#!

The screenshot shows the NASPO ValuePoint website interface. At the top, there is a navigation bar with the ValuePoint logo, a search bar, and various menu items like 'About', 'Contracts', 'Solicitations', 'Supplier Portal', 'eMarketPlace', and 'Ask ValuePoint'. Below this is a red banner with the 'Pulse' logo and the text 'Monitoring Procurement Issues'. The main content area is titled 'Electronic Monitoring' and includes a sub-header 'The Portfolio Action Tracker (PAT) is a transparency tool that can be used to monitor and review the real-time status of NASPO ValuePoint portfolios. Click here to view Status'. There are two tabs: 'Overview' (selected) and 'Contractors(6)'. The 'Overview' tab contains text about alerts and monitoring protocols, and a description of Category 3 (GPS Satellite Monitoring) and Category 4 (Value-Added Technology and Services). To the right, there is a 'Lead State' section for Connecticut, listing contact information for Michael Baczewski and key dates: Awarded (10/27/2023), Expiration (11/01/2026), and Renewals Limit (11/01/2029). Below this is a 'NASPO Resources' section with contact information for the Cooperative Portfolio Manager (Tia Corbett) and the Supplier Engagement Manager (Angie Negley).

Electronic Monitoring

The Portfolio Action Tracker (PAT) is a transparency tool that can be used to monitor and review the real-time status of NASPO ValuePoint portfolios. [Click here to view Status](#)

Overview | Contractors(6)

alerts are sent to the designated agency officer or program manager by email, text message, or manual voice message pursuant to established protocols.

Category 3: GPS Satellite Monitoring ("GPSM"): An electronic monitoring program is provided through a body-attached one-piece device or a multi-device system that provides location tracking and cellular data and voice communication to the proposer's monitoring center. On a scheduled (active, hybrid or passive) basis, tracking data is communicated to the proposer's monitoring center who then communicates violations and equipment status alerts via email, text message, or manual voice message to the Product User and/or the Participating Entity's designated officer or program manager pursuant to established protocols.

Optional: Category 4. Value-Added Technology and Services: Alternative yet innovative use cases may be awarded under Category 4, depending on the proposer response(s) and proposed information technology solution(s) and service(s). Some areas of interest include smartphone technology, victim notification services, and/or cross-jurisdiction tracking. Alternative solutions are defined as those Products and Services not included in the Categories of Need. This optional response category will be awarded at the Lead State's discretion.

Lead State

Connecticut	Michael Baczewski michael.baczewski@ct.gov (860) 713-5169
Awarded:	10/27/2023
Expiration:	11/01/2026
Renewals Limit:	11/01/2029

NASPO Resources

Cooperative Portfolio Manager	Tia Corbett
Supplier Engagement Manager	Angie Negley



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: Project/Regulation Name: NASPO Master Agreement No. 22PSX0021 - Addendum Number 2 - Electronic Monitoring Services - Juvenile Services - Satellite Tracking of People, 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.

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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: March 10, 2026

Court Order #:

Page: 1 of 5

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/RFP's for the following:

- a. Annual Contract for Preventative Maintenance and Repair of Ice Machines, Ice Dispensers, Walk-In Coolers**
Estimated Value - \$104,900.00
Funding is available in the FY 2026 budget.

This contract is used to provide all labor and parts for preventative maintenance and repair of ice machines and disp in freezers located in County buildings. Services include checking supply voltage, compressor amp, wiring cor temperature, fan blades, replacing filters, and other manufacturers recommended services. This contract will be us the primary contact is Frank Lopez.

- b. Annual Contract for Fence and Gate Installation, Demolition, and Repair**
Estimated Value - \$94,300.00
Funding is available in the FY 2026 budget.

This contract is used for installation, demolition, and repair of fences, fence posts, and gates. Fence materials includ link, concrete masonry, mini-mesh, ornamental iron, R-panel, barbed wire, and wood. Gate materials include variou iron. This contract will be used by Facilities Management, and the primary contact is Frank Lopez.

- c. Annual Contract for Software-Defined Network Services**
Estimated Value - \$268,000.00
Funding will be requested in the FY 2027 budget.

The purpose of this contract is to provide software-defined wide area network services including internet access ar between data centers and remote locations outside of downtown area within Tarrant County. This contract will be and the primary contact is Roger Mueller.

- d. Annual Contract for Reinforced Concrete Pipes (RCP), Concrete Box Culverts, and Safety End Treatments (C**
Estimated Value - \$242,000.00
Funding is available in the FY 2026 budget.

The purpose of this bid is to secure an annual contract for RCP, culverts and SET's. RCP and culverts are durable, h used for transporting water, sewage and storm runoff. SET's are placed at the ends of RCP and culverts to prever This contract is for the four (4) Maintenance Precincts, and the primary contacts are Misael Linan, Jason Murphy, M

e. Annual Contract for Truck and Bus Repairs

Estimated Value - \$92,012.75

Funding is available in the FY 2026 budget.

The purpose of this bid is to secure an annual contract for repairs. The repairs will be for equipment used for tra This contract is for the four (4) Maintenance Precincts, and the primary contacts are Misael Linan, Jason Murphy, M

f. Annual Contract for Commercial Lime Slurry

Estimated Value - \$152,885.40

Funding is available in the FY 2026 budget.

The purpose of this bid is to secure an annual contract for lime slurry. Lime slurry is a non-hazardous material i water. It is used as a preventative treatment to extend the life of asphalt pavement. This contract is for the four (primary contacts are Misael Linan, Jason Murphy, Mayo Sanchez, and Ned Pyle.

g. Annual Contract for Dry Bulk Hydraulic Cement

Estimated Value - \$150,000.00

Funding is available in the FY 2026 budget.

The purpose of this bid is to secure an annual contract for hydraulic cement. Hydraulic cement is a fast-setting po water. It is used in patching holes and cracks. This contract is for the four (4) Maintenance Precincts, and the primar Murphy, Mayo Sanchez, and Ned Pyle.

h. Purchase of Asphalt Crack Sealer Machine

Estimated Value - \$93,000.00

Funding is available in the FY 2026 budget.

The purpose of this piece of equipment is to melt and apply hot, rubberized asphalt sealant into cracks on roads, hi This will be purchased by Precinct 2 and the primary contact is Jason Murphy.

i. Annual Contract for C-Cure Access Control System Maintenance, Repair, and Equipment

Estimated Value - \$411,400.00

Funding is available in the FY 2026 budget.

This contract is for a maintenance agreement for the County's C-Cure software. The software is a security managen access control to buildings and secure areas. This contract will be used by Facilities Management, and the primary c Raines, and Joshua Palmer.

j. RFP for Annual Contract for Self-Insured Workers' Compensation Program Claims Administration, Cost Co

Estimated Value - \$420,000.00

Funding is available in the FY 2026 budget.

The purpose of this contract is to provide essential services including claims management, regulatory complianc ensuring timely and effective support for injured employees while protecting the County's financial and legal inter Budget and Risk Management, and the primary contact is Carmellow Jones.

k. RFQ for Annual Contract for Commercial Real Estate Brokerage Services for Various Projects

Estimated Value - \$5,000.00

Funding is available in the FY 2026 budget.

The purpose of this contract is to engage firms for future, undefined projects and an indefinite quantity of real estate This contract is for Facilities Management and the primary contact is Frank Lopez.

l. Annual Contract for Adobe Licenses

Estimated Value - \$405,856.00

Funding is available in the FY 2026 budget.

The purpose of this contract is to provide the continuation of existing support to purchase Adobe Licenses for the Creative Cloud, Adobe Sign, Express and Firefly, and Cold Fusion. This contract will be used by Information Tech Brian Redmond.

m. Purchase of 4,000 Gallon Water Tank Truck

Estimated Value - \$236,250.00

Funding is available in the FY 2026 budget.

The purpose of this purchase is for one (1) 4,000-gallon water tank truck to prepare the ground for road work to creating an even starting point for road base materials. This will be purchased by Precinct 1 and the primary contact

n. Annual Contract for Guardian Forensics

Estimated Value - \$60,000.00

Funding is available in the FY 2026 budget.

Guardian is a cloud-based platform for digital forensics that streamlines and secures the evidence management investigations. This contract will be used by the District Attorney's Office, and the primary contact is Ann Durfee.

o. RFQ for Annual Contract for Real Estate Advisory and Disposition Services

Estimated Value - Unknown

Funding will be allocated as projects are determined.

This contract will provide services related to real estate strategy development and analysis for various Tarrant County provided on an as-needed basis. This contract will be used by the County Administrator's Office, and the primary co

p. RFP for Annual Contract for In-Person Battering Intervention and Prevention Program

This contract is 100% defendant-paid with no cost to Tarrant County or Community Supervision and Corrections De

The purpose of this contract is to partner with qualified providers for the delivery of court-ordered intervention and with the goal of reducing intimate partner violence and promoting public safety. The contract will be used by CSCI Johnson.

q. RFP for Enterprise Resource Planning (ERP) System

Estimated Value - \$2,000,000.00

Funding is budgeted in the Capital Improvement Fund.

The purpose of this RFP is to procure Enterprise Resource Planning (ERP) solutions that can support the County's human resources, and operational needs. Vendors may submit a comprehensive, best-of-suite proposal, or modular, maximum flexibility of evaluation for the departmental stakeholder objectives. This RFP will be used by the Management, Human Resources, purchasing, and Information Technology, and the primary contacts are Andre Buchanan, Roxie Held, and Melissa Lee.

r. RFP for Licensing and Implementation of an Enterprise Budget Planning System

Estimated Value - \$400,000.00

Funding is budgeted in the Capital Improvement Fund.

The purpose of this RFP is to solicit proposals for an integrated budget planning software system capable of support capital budget planning, personnel budgeting, and multi year forecasting. The system must include what if scen production capabilities, and public transparency modules to enhance communication with residents and st configurable, user friendly solution that strengthens data accuracy, streamlines workflows, and supports strategic de The resulting contract will provide a comprehensive platform enabling departments to prepare, submit, analyze, a centralized system. The solution includes licensing, implementation services, training, system maintenance, hostir This contract will be used by Budget & Risk Management, and the primary contact is Matthew Jones.

BACKGROUND

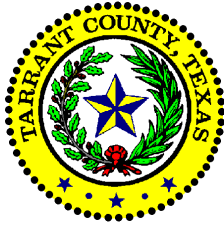
The above list is for goods/services to be purchased through the competitive bidding process required by Texas Local Government Code 262.002(c).

FISCAL IMPACT

There is no fiscal impact associated with this item.

Attachments

[Backup](#)



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.



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 1

Department: Commissioner, Precinct
4

Prepared By: Tracey Knight

Approved By: Manny Ramirez

SUBJECT:

Briefing on the Decline of In-Custody Deaths in Tarrant County Jail Facilities

***** BRIEFING AGENDA *****

The Commissioners Court will be briefed by the Tarrant County Sheriff's Office on the decline of in-custody deaths in Tarrant County jail facilities.



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 1

Department: Commissioner, Precinct
1

Prepared By: Albert Roberts

Approved By: Alisa Simmons

SUBJECT:

Briefing on Tarrant County Financial Reserves

***** BRIEFING AGENDA *****

The Commissioners Court will be briefed on Tarrant County financial reserves.



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 1

Department: Commissioner, Precinct
1

Prepared By: Albert Roberts

Approved By: Alisa Simmons

SUBJECT:

Briefing for Consideration from Juvenile Services Regarding an Analysis of Ten-Year Detention Trends in Tarrant County Related to Determinate and Indeterminate Commitments to TJJD

***** BRIEFING AGENDA *****

The Commissioners Court will be briefed regarding an analysis of ten-year detention trends in Tarrant County related to determinate and indeterminate commitments to TJJD.



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 1

Department: Commissioner, Precinct
1

Prepared By: Albert Roberts

Approved By: Alisa Simmons

SUBJECT:

Briefing for Consideration from Elections Administration on Process and Procedures of Hand Counting of the Ballot from SD-9 Runoff Special Election that Occurred on January 31, 2026

***** BRIEFING AGENDA *****

The Commissioners Court will be briefed on the process and procedures of hand counting of the ballot from SD-9 runoff special election that occurred on January 31, 2026.



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:
{{customNumber.courtOrder}}

Page: 1 of 1

Department: Commissioner, Precinct
2

Prepared By: Albert Roberts

Approved By: Alisa Simmons

SUBJECT:

Briefing from Elections on Discrepancies in Secretary of State Reconciliation Reports preventing Voters the Ability to Vote by Mail with Ease and Causing Vote by Mail Ballots to be Rejected at a Higher Rate than Usual

***** BRIEFING AGENDA *****



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:
{{customNumber.courtOrder}}

Page: 1 of 1

Department: District Attorney

Prepared By: Polly Maxwell

Approved By: Mark Kratovil, Assistant
District Attorney

SUBJECT:

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



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:
{{customNumber.courtOrder}}

Page: 1 of 1

Department: District Attorney

Prepared By: Polly Maxwell

Approved By: Mark Kratovil, Assistant
District Attorney

SUBJECT:

Elizabeth White a/n/f of I.W. – Claim



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:
{{customNumber.courtOrder}}

Page: 1 of 1

Department: Administrator

Prepared By: Vanessa Perez, Agenda
Manager

Approved By: Vanessa Perez, Agenda
Manager

SUBJECT:

Legal Advice Related to Hazard Pay for Certain County Employees

See Attachment for Additional Information



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:
{{customNumber.courtOrder}}

Page: 1 of 1

Department: Human Resources

Prepared By: Jennifer Jones

Approved By: Roxie Held

SUBJECT:

Position No. 20004787

See Attachment for Additional Information



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:

Page: 1 of 1

Department: Administrator

Prepared By: Vanessa Perez, Agenda
Manager

Approved By: Maegan South, Chief of
Staff

SUBJECT:

Project Brave

See Attachment for Additional Information



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:
{{customNumber.courtOrder}}

Page: 1 of 1

Department: Administrator

Prepared By: Vanessa Perez, Agenda
Manager

Approved By: Maegan South, Chief of
Staff

SUBJECT:

City of Fort Worth Tax Increment Reinvestment Zone #3 and #8 Projects

See Attachment for Additional Information



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #:
{{customNumber.courtOrder}}

Page: 1 of 1

Department: Administrator

Prepared By: Vanessa Perez, Agenda
Manager

Approved By: Maegan South, Chief of
Staff

SUBJECT:

City of Fort Worth Tax Increment Reinvestment Zone #17

See Attachment for Additional Information