

# J.P.Morgan

February 2, 2024

Tarrant County, Texas  
100 E. Weatherford, Room 506

Fort Worth, TX 76196  
Attention: Tarrant County Auditor

Re: General Depository Agreement Form HUD-51999

Dear Michael:

This letter agreement is to confirm the request by Tarrant County ("**Customer**") to JPMorgan Chase Bank, N. A. (the "**Bank**") to execute that certain General Depository Agreement Form HUD-51999 (the "**HUD Form**") from the U.S. Department of Housing and Urban Development ("**HUD**") with respect to the following accounts maintained at the Bank:

Account Name	Account Number
TARRANT COUNTY Public Indian Housing	[REDACTED]

and all other accounts of Customer maintained at Bank now existing or hereafter opened which are subject to the HUD Form ( collectively, the "**Accounts**").

The Bank has agreed to execute the HUD Form, subject to the terms and conditions set forth below:

- Customer represents and warrants that no funds will be deposited to the Accounts other than funds to which HUD may have a future right to freeze or to prohibit the use of by Customer. Customer will maintain with the Bank operating funds that it owns in other accounts that are not the Accounts and are not subject to the HUD Form, in order to sufficiently carry on its business.
- Customer understands and acknowledges that if a freeze notice is received by Bank from HUD (the "**HUD Notice**"), the Accounts listed on the HUD Notice or referred to in a HUD Notice will be subject to an administrative freeze and no withdrawals will be permitted. The Accounts will remain frozen until HUD provides written authorization to the Bank to release the funds in the Accounts under the specified HUD Notice. In the event of any discrepancy or conflict between the HUD Notice and the Bank's records, the Bank is authorized to place an administrative freeze on the account(s) listed in the HUD Notice until the discrepancy or conflict is resolved.
  - Customer understands and acknowledges that if a freeze is placed on the Accounts, any checks and other orders for payment (i) will not be honored, and (ii) will be returned unpaid. Further, Customer assumes all risks and liabilities arising from the Bank administering a freeze, including but not limited to, any dishonored payment orders.
- To the extent not prohibited by applicable law, Customer agrees to be responsible for or to reimburse the Bank, its subsidiaries, affiliates, and each of their respective directors, officers, employees and agents (collectively, the "**Persons**") for any and all loss, liability, obligation, damage, penalty, judgment, claim, deficiency, expense, interest, penalties, attorneys' fees and amounts paid in settlement ("**Claims**") to which any Person may become subject, arising out of or relating to this letter agreement or pursuant to the HUD Form, except to the extent that the Claims are proximately caused by the Person's gross negligence or willful misconduct. This paragraph shall survive the termination of this letter agreement and termination of the HUD Form.
- Any notices and demands under or related to this letter agreement (collectively, "**Notices**") shall be in writing and delivered to the intended party at its address stated below in this paragraph by one of the following means: (a) by hand; (b) by a nationally recognized overnight courier service; or (c) by certified mail, postage prepaid, with return receipt requested. Notice shall be deemed given: (a) upon receipt if delivered by hand; (b) on the Delivery Day after the day of deposit with a nationally recognized courier service; or (c) on the third Delivery Day after the notice is deposited in the mail. "**Delivery Day**" means a day other than a Saturday, a Sunday or any other day on which national banking associations are authorized to be closed. Any party may change its address for purposes of the receipt of notices and demands by giving notice of the change in the manner provided in this provision. Notices should be sent to the following addresses listed below:

(i) if to Customer:

Tarrant County, Texas  
100 E. Weatherford, Room 506  
Attention: Tarrant County Auditor  
Fort Worth, TX 76196

Attention:

(ii) if to Bank:

JPMorgan Chase Bank, N.A.  
Attn: Blocked Accounts Legal Team  
Email: [blocked.account.contracts@jpmchase.com](mailto:blocked.account.contracts@jpmchase.com)

5. Customer agrees to promptly notify the Bank in writing at the address specified in this letter agreement, if a default or event of default ("**Event of Default Notice**") should occur by Customer and/or HUD under the specified contract between those two parties as described in the HUD Form. Notwithstanding the receipt of the HUD Notices and the Event of Default Notice, Bank is not obligated to be familiar and shall not be charged, with knowledge of the provisions of the specified contract as described in the HUD Form, and shall be under no duty to investigate or determine whether any action taken by either Customer or HUD in respect of the Accounts is consistent with or is authorized by the specified contract or whether Customer or HUD is in default under the provisions of the specified contract.
6. As between the Customer and the Bank, the Account is subject to the Account Terms and Service Terms and such supplements, amendments, agreements, terms and conditions, and notices, as applicable, provided by the Bank to Customer.
7. This letter agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same agreement.
8. THIS LETTER AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

JPMorgan Chase Bank, N.A.

By: \_\_\_\_\_

Name: J. Michael Wilson

Title: Authorized Officer

Acknowledged and Agreed effective as of the Date:

**TARRANT COUNTY**

By: \_\_\_\_\_

Name: Tim O'Hare

Title: Tarrant County Judge

APPROVED AS TO FORM:

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

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.