

**Interlocal Agreement for Funding of DFPS Staff
Boilerplate 9200STAFF
Instructions**

Contractor Name: Tarrant County
Contract #: 530-09-0164-00001
Renewal: 24-01

The **Texas Department of Family and Protective Services** (the Department), and **Tarrant County** (Contractor), enter into this Agreement (Contract) for the purpose of funding additional Department staff to benefit the children of Texas. The Department and the Contractor are the parties to this Contract. This Contract is authorized by the Texas Human Resources Code §40.056 and also by the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

1. Contracting Parties:

Texas Department of Family and Protective Services (DFPS or the Department)

Contact Person: Stephanie Muth, DFPS Commissioner
4900 N. Lamar
Austin, Texas 78751
Stephanie.Muth@dfps.texas.gov
(512) 929-6825

Tarrant County (Contractor)

Contact Person: Tim O'Hare, Tarrant County Judge
100 East Weatherford Street
Fort Worth, Texas 76196
Countyjudge@tarrantcountytx.gov
(817) 884-1441

- 2. Statement of Services To Be Performed.** The Department agrees to use the funds specified in Section 3 below to provide state employed positions specified in Attachment I, which is entirely incorporated as part of this Contract. The number and type of positions to be provided, and their essential duties, salary, fringe benefits, travel, and network costs are contained in Attachment I. Staff funded by this Contract will be in addition to basic staffing allocations for **Tarrant County**. As state employees, the persons filling such positions will be supervised by the Department and will be required to abide by all Department work rules, policies, and procedures.
- 3. Payment for Services.** In accordance with Chapter 791 of the Texas Government Code, Contractor will reimburse DFPS for services satisfactorily performed from appropriation items or accounts of the Contractor from which like expenditures would normally be paid, based upon vouchers drawn by the Contractor to DFPS. During the performance of the governmental functions and the payment for the performance of those governmental functions under this Contract, the parties will make the performance and payment from current revenues legally available to that party. To reimburse the Department for the costs and expenses incurred for the DFPS persons filling the positions specified in Attachment I, the Contractor agrees to provide the Department an amount up to **\$2,149,045** in local funds or in state funds not from the Department. Contractor shall submit its payments of the Contract Amount in four quarterly installments payable to the Texas Department of Family and Protective Services within thirty (30) days of receiving an invoice from DFPS according to the following schedule. DFPS will transmit billing information representing its actual costs to the Contractor as follows:

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- A) First Federal Quarter of October, November, December will be billed by **February 29, 2024**.
 - B) Second Federal Quarter of January, February, March will be billed by **May 31, 2024**.
 - C) Third Federal Quarter of April, May, June will be billed by **August 31, 2024**.
 - D) Fourth Federal Quarter of July, August, September will be billed by **November 30, 2024**.
4. **Percentage Used in Payment Calculation.** The percentage used in the initial calculation of the Contract Amount in Section 3 may vary during the billing process. In the event the percentage used results in the final actual Contract Amount exceeding the initial Contract Amount specified in Section 3, an amendment shall be executed to increase the Contract Amount accordingly.
5. **DFPS Responsibility for Additional Funds.** The Department is responsible for providing all additional funds for the positions described in Attachment I, and may do so out of any funds it has available, including federal funds, state funds, or other funds.
6. **Modification.** Any change to this Contract (including any and all attachments) may only be made through a written amendment that is only effective after being approved and signed by the respective authorized representatives of the Department and of the Contractor.
7. **Termination.** Either party may terminate this Contract at anytime by providing at least thirty [30] days advance written notice to the other party with the exception of immediate termination for cause.
8. **DFPS Confidential Information.** Contractor will not release confidential information to any party in any manner without the prior written consent of DFPS. Contractor agrees that any confidential information stored, collected, or maintained electronically or otherwise will only be used in the implementation of this contract. Contractor desires to release information to any person or entity regarding the work performed under this agreement, Contractor must have prior written permission from DFPS to release such information.
- A) Contractor will establish a method to ensure the confidentiality of records and other information relating to clients according to applicable federal and state law, rules, and regulations.
 - B) This provision does not limit the Department's right of access to client case records or other information relating to clients served under this contract. The Department shall have an absolute right to access to and copies of such information, upon request.
9. **Term of this Contract.** The term of the Agreement is from **October 1, 2023** through **September 30, 2024**.
10. **Dispute Resolution.** Any dispute regarding this Contract will be governed by Texas Government Code Chapter 2009, Alternative Dispute Resolution for Use by Governmental Bodies, and any applicable Model Rules promulgated by the Office of the Attorney General and/or the State Office of Administrative Hearing of the State of Texas. Any notice of dispute must be addressed to the contact person noted in Section 1 of this Contract.

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11. **Certification.** The undersigned contracting parties certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected state entities, (2) the proposed arrangements serve the interest of efficient and economical administration of the state government, and (3) the services, supplies, or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

By and through the below signatures of their respective duly authorized representatives, the parties execute and agree to this Contract.

**Texas Department of Family
and Protective Services**

Contractor: Tarrant County

Signature
Printed Name: Stephanie Muth
Title: DFPS Commissioner

Signature
Printed Name: Tim O'Hare
Title: Tarrant County Judge

Date: _____

Date: _____

Certification of Funds Available
For the amount of \$2,149,045

Kimberly Buchanan, CPA
County Auditor