COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER 145712
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DATE: 8/19/2025

SUBJECT: **CONSIDERATION OF THE FISCAL YEAR 2026 AGREEMENT BETWEEN TARRANT COUNTY AND THE COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT OF TARRANT COUNTY FOR THE PROVISION OF PERSONNEL SERVICES AND BENEFITS**

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the FY 2026 agreement between Tarrant County and the Community Supervision and Corrections Department (CSCD) of Tarrant County for the provision of personnel services and benefits.

BACKGROUND

Pursuant to Section 76.006 of the Texas Government Code, CSCD contracts with Tarrant County for personnel services and benefits. The proposed agreement outlines these services and benefits, as well as the procedures for their administration.

In addition to personnel services and benefits, the County will provide CSCD with financial, payroll, purchasing, information technology, and other fiscal services typically provided to Tarrant County fee offices.

The term of this agreement is from September 1, 2025 through August 31, 2026.

This agreement has been approved as to form by the Criminal District Attorney's Office.

FISCAL IMPACT

The cost of CSCD employee salaries and benefits are paid from CSCD's Judicial District Funds. In consideration for other services provided by Tarrant County through this contract, CSCD will pay Tarrant County a fiscal service fee of no more than .75% (three (3) quarters of one (1) percent) of the State Aid Funds received by CSCD from the Community Justice Assistance Division of the Texas Department of Criminal Justice for FY 2026, which begins September 1, 2025.

SUBMITTED BY	Community Supervision and Corrections Department	PREPARED BY:	Cynthia Weaver
		APPROVED BY:	Cobi Tittle

STATE OF TEXAS	§	**FY 2026 AGREEMENT BETWEEN TARRANT COUNTY AND TARRANT COUNTY COMMUNITY SUPERVISION & CORRECTIONS DEPT.**
TARRANT COUNTY	§	
	§	

Pursuant to the provisions of Section 76.006 of the Texas Government Code, the County of Tarrant, acting through its governing body, the Commissioners Court, and the Community Supervision and Corrections Department of Tarrant County, Texas, hereinafter referred to as CSCD, a political entity of the Judicial District of Tarrant County, acting through its Director, enter into the following contract:

I.

In amounts recommended by the Director of CSCD, the payroll deductions of the employees of CSCD for group health plans, HMOs, dental plans, life insurance plans and other plans requiring payroll deductions shall be administered by and remitted to the Employees' Retirement System of Texas in accordance with Section 151.114 of the Texas Insurance Code.

II.

In the amounts recommended by the Director of CSCD, the payroll of the employees of CSCD shall be paid with the same deductions for retirement plans, credit union, deferred compensation plans, cafeteria plans and other plans requiring payroll deduction in the same manner, at the same rate and at the same time as the employees of Tarrant County.

III.

CSCD agrees to pay and to authorize payment to the County of the full amount of payroll and the actual cost of all benefits, including the County "employer" type costs for insurance plans, retirement plans, tuition reimbursement and social security participation, such costs to be paid out of CSCD's Judicial District Fund.

IV.

CSCD elects not to participate in the County tuition reimbursement program, except that any previous cost or financial liability incurred on behalf of CSCD employees from prior participation will be reimbursed to the County out of the CSCD's Judicial District Fund.

V.

Consistent with Section 76.004, *Texas Government Code*, the CSCD Director shall perform or delegate the responsibility for performing the following duties:

(1) overseeing the daily operations of the department;

(2) preparing annually or biennially a budget for the department;
(3) negotiating and entering into contracts on behalf of the department;
(4) establishing policies and procedures for all functions of the department;
(5) developing personnel policies and procedures, including disciplinary proceedings; and
(6) establishing procedures and practices through which the department will address an employment-related grievance.

VI.

Notwithstanding the provisions of paragraph V., above, nothing contained in this agreement shall be interpreted to preempt or exempt CSCD from complying with all applicable rules, procedures and requirements of the Commissioners Court, Tarrant County's Budget and Risk Management, Tarrant County's Human Resources, and of Chapter 262, Texas Local Government Code ("Purchasing and Contracting Authority of Counties").

VII.

The County recognizes and acknowledges that operation by CSCD of a Pretrial Services program is pursuant to the authority granted in Section 76.011, Texas Government Code. Although the County may supply funding for the CSCD to operate a Pretrial Services program, the employees operating the CSCD Pretrial Services Program are employees of the CSCD. Any revenue generated by the CSCD pretrial operation will be placed in the appropriate Tarrant County account for funding of Pretrial Services.

VIII.

This contract does not authorize Tarrant County to pay any claims or judgments against CSCD or any of its employees on account of any acts or omissions done in the course and scope of their employment as CSCD staff. The parties expressly agree that the provisions of Section 76.006 of the Texas Government Code, Chapter 104 of the Texas Civil Practices and Remedies Code, Chapter 501 of the Texas Labor Code, and Section 101.103(a), Texas Civil Practices and Remedies Code authorize and govern this contract.

IX.

CSCD shall pay all costs of supplies and long-distance telephone charges out of CSCD's Judicial District Fund.

X.

Tarrant County agrees to provide CSCD the services of auditing, bookkeeping, payroll, purchasing, information technologies and other fiscal services commonly provided to Tarrant County fee offices. In performing these services, Tarrant County shall act as an independent contractor. The provision of such services does not imply ownership of any of the information used or contained within County or CSCD hardware or software. The

County may not access, use, or disseminate any information, data, documents, files, or any other judicial records of CSCD or the Tarrant County Judiciary except for the express purpose of providing the services listed above. The Tarrant County Information Technology Department agrees to comply with the Standing Order Regarding Requests for Electronically Stored Judicial Records, No. 3071. In the event the County receives a subpoena for information, data, files, documents, or other judicial records of CSCD or the Tarrant County Judiciary that is contained within the County's hardware or software, the County shall provide notice of the subpoena within three (3) days of receipt in order to allow the CSCD to assert its rights to protect such material. In no event shall the County produce information, data, files, documents, or other information owned by the CSCD without first notifying the CSCD and allowing the CSCD reasonable opportunity to review and redact the information subpoenaed. To the extent permitted by Texas law and notwithstanding any other language to the contrary, CSCD and County agree that County shall provide all purchasing and procurement services for CSCD. The Parties recognize, however, that the CSCD cannot bind the Board of Judges, and cannot waive the Board of Judges' statutory and regulatory authority to budget expenses or make independent purchasing and exemption decisions within the law. The parties further agree Tarrant County may elect to terminate its provision of purchasing services to CSCD, upon approval by Tarrant County Commissioners Court, if CSCD engages in any purchasing and procurement services. Tarrant County authorizes the Auditor to credit the staff of CSCD with the same vacation, sick leave, holiday, jury leave, military leave, shared sick leave, family medical emergency leave, credit union services and other credits commonly earned by all Tarrant County employees.

XI.

The cost of CSCD employee salaries and benefits are paid from CSCD's Judicial District Funds. In consideration for other services provided by Tarrant County through this contract, CSCD will pay Tarrant County a fiscal service fee of no more than .75% (three (3) quarters of one (1) percent) of the Basic Supervision State Aid Funds received by CSCD from the Community Justice Assistance Division of the Texas Department of Criminal Justice for FY 2026, which begins September 1, 2025.

XII.

CSCD acknowledges that it is a "governmental entity" and not a "business entity" as those terms are defined in Section 2252.908 of the Texas Government Code, and therefore, no disclosure of interested parties pursuant to Section 2252.908 of the Texas Government Code is required.

XIII.

Compliance with Laws. In providing the services required by this Agreement, CSCD 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. CSCD shall be responsible for ensuring its compliance with any laws and

regulations applicable to its business, including maintaining any necessary licenses and permits.

XIV.

This contract shall continue in force from September 1, 2025 through August 31, 2026, or until changed by operation of law.

COUNTY OF TARRANT
STATE OF TEXAS

By: _____
Tim O'Hare, County Judge

Community Supervision and
Corrections Department

By: _____
Cobi Tittle, Director

Approved as to Form:*

By: Craig Price
Assistant 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.