



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER 144877
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DATE: 3/11/2025

SUBJECT: CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING BETWEEN TARRANT COUNTY AND T.F.T ORGANIZATION, INC. FOR THE PROVISION OF SPECIALIZED EDUCATIONAL PROGRAMS TO TARRANT COUNTY INMATES

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a Memorandum of Understanding (MOU) between Tarrant County and T.F.T Organization, Inc. for the provision specialized educational programs to Tarrant County inmates.

BACKGROUND

T.F.T. Organization, Inc. is a nonprofit charitable foundation based in Fort Worth, Texas. It was founded in 2005 by Broderick A. Taylor, a Fort Worth native and United States Marine veteran. The organization was officially incorporated as a nonprofit in 2015.

The mission of T.F.T. Organization, Inc. is to assist families, individuals, and youth by providing financial education to help eliminate debt and build generational wealth. The organization offers various programs and tools to support the Fort Worth community and beyond, and provides leadership and financial resources.

If approved, TFT will provide the following specialized educational programs to Tarrant County inmates:

- o Automotive
- o Information Technology
- o Entrepreneurship
- o Financial Literacy
- o Home Improvement

The term of this MOU is one (1) year from the date signed unless terminated earlier by either party with a 30-day written notice. The MOU will be reviewed annually.

This MOU has been approved as to form by the Criminal District Attorney's office.

FISCAL IMPACT

Administrative staff costs associated with ensuring all volunteers have completed background checks, providing non-technical services programming, and cost associated with sharing data are budgeted in 10000-2025 General Fund/2120910000 Sheriff Confinement/510000 Personnel.

SUBMITTED BY	Sheriff	PREPARED BY:	Jessica Redding
		APPROVED BY:	Jessica Redding

MEMORANDUM OF UNDERSTANDING
BETWEEN
T.F.T. Organization, Inc
and
Tarrant County, d/b/a
Tarrant County Sheriff's
Office

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between Tarrant County, d/b/a Tarrant County Sheriff's Office hereinafter referred to as PARTNER, and T.F.T Organization, Inc. (TFT).

A. PURPOSE:

The purpose of this MOU is to continue to develop and expand a framework of cooperation and define roles and responsibilities between PARTNER and TFT to develop mutually beneficial programs, projects, and activities for program participants.

B. TFT SHALL: Partner Decides

1. Program Delivery:

Provide specialized educational programs in the following areas:

- **Automotive**
- **Information Technology (I.T.)**
- **Entrepreneurship**
- **Financial Literacy**
- **Home Improvement**

C. PARTNER SHALL: Tarrant County, d/b/a Tarrant County Sheriff's Office

- 1.** Provide TFT with classroom space needed to assist participants. Provide, demographic data required for grant reporting and record keeping as needed and upon request by TFT.
- 2.** Ensure all volunteers in the programming complete required background checks which may include but not limited to, fingerprinting, criminal history, and drug screening.
- 3.** Provide the non-technical services programming during mentoring sessions.
- 4.** Will not discriminate on the basis of race, color, gender, age, national origin, sexual orientation, disability, or veteran status as defined and prohibited by applicable law.

D. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN ALL PARTIES THAT:

EFFECTIVE. For programmatic purposes, this MOU is effective as of _____ and will renew annually each year after partner evaluation conversation and review, subject to each party's right to terminate below.

MODIFICATIONS. Modifications to this agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by authorized officials, prior to any changes being performed.

SCHEDULING. The work schedule for TFT employees may be adjusted to manage fluctuations in enrollments and client demand.

PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts TFT or Tarrant County, d/b/a Tarrant County Sheriff's Office from participating in similar activities with other public or private agencies, organizations, or individuals.

COPYRIGHT. All copyrighted or licensed materials used in this training and assessment program may not be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, storage in an information retrieval system or otherwise without the prior written permission of copyright or license holder.

TERMINATION. Notwithstanding any other provision of this MOU, the parties agree and understand that Tarrant County Sheriff Bill Waybourn, his successors in office, or his designees, may in their sole discretion deny entry into the jail at any time to any agent of TFT. Either party, upon thirty (30) days written notice, may terminate the agreement in whole, or in part, at any time before the date of expiration.

PRINCIPAL CONTACTS. Principle Contacts for this instrument are:

Chandler Merritt
County Administrator
100 E Weatherford Street, Suite 404
Fort Worth, TX 76196

Bill Waybourn
Sheriff
200 Taylor St.
Fort Worth TX 76196

TFT Organization, Inc.
2205 Woodberry Dr
Fort Worth, Tx76112
c/o Broderick Taylor

CONFLICT OF INTEREST. This agreement is subject to provisions and TFT may cancel this agreement if any person significantly involved in negotiating, drafting, securing, or obtaining this agreement for or on

behalf of TFT becomes an employee or a consultant to any other party with reference to the subject matter of this agreement while this agreement or any extension thereof is in effect.

CONFIDENTIALITY. It is hereby acknowledged that performance of this contract may involve information about programs, statistics, students, and personnel that would be considered confidential. PARTNER shall ensure that all its employees and agents involved with the performance of the services, keep confidential any such information regarding TFT, or of any of its vendors, suppliers, clients, or constituents, which it learns as the result of carrying out its obligations under this MOU, unless specifically directed by TFT to release the information or except as required by law.

COMPLIANCE. The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity, Non-Discrimination, and Immigration. TFT 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 attached hereto is a full and true copy of said filed form.

LIABILITIES. It is understood that neither party to this MOU is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, agents, or students (if applicable), howsoever caused, to the extent allowed by their respective state laws.

FORCE MAJEURE. Neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of this MOU, except for payments of monies owed for services actually performed, if the party's failure to perform is attributable to war, riot, or other disorder; strike or other work stoppage; fire; flood; or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. Any such occurrence shall be referred to as a "Force Majeure". In the event of a Force Majeure which interferes with TFT'S services, upon request, PARTNER shall take all reasonable steps to continue to provide service upon terms and conditions satisfactory to PARTNER and TFT.

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."

This MOU shall be governed by and construed under the laws of the State of Texas. Any suit to enforce the terms of this MOU shall be brought in a court of competent jurisdiction in Tarrant County, Texas.

In providing the services required by this Agreement, TFT 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. TFT 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 hereto have executed this agreement as of the last written date below.

T.F.T Organization, Inc.
2205 Woodberry Dr
Fort Worth, TX 76112

By: _____

Title: _____

Signature: _____

Date: _____

Sheriff Bill E. Waybourn
200 Taylor St Fort Worth, TX 76196

By: _____

Title: _____

Signature: Bill E. Waybourn

Date: 2-13-2025

SIGNED AND EXECUTED this _____ day of _____, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

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

APPROVED AS TO FORM:

2-14-25

David X. Anderson

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.