



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 145334

PAGE 1 OF 3

DATE: 6/3/2025

SUBJECT: CONSIDERATION OF THE AMENDED REPAYMENT AGREEMENT FOR FUNDS OWED TO TARRANT COUNTY BY THE CHRIS HOWELL FOUNDATION

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the Amended Repayment Agreement between Tarrant County and the Chris Howell Foundation (CHF) for the repayment of funds owed by CHF.

BACKGROUND

CHF was a grant recipient of funds dispersed by Tarrant County, Texas from October 2021 through April 2023. The County Auditor conducted an audit of grant funds received by CHF and determined seven (7) instances of non-compliance resulting in questioned costs totaling \$41,552.03. As a result, Tarrant County and the Chris Howell Foundation entered into a Repayment Agreement approved by the Commissioners Court, through Court Order #1434567.

In April 2025, representatives of CHF advised Tarrant County that it would not be able to meet the repayment schedule as currently outlined in the Agreement. To provide for a viable and expeditious repayment of the funds due and to avoid litigation, revisions to the Repayment Agreement are warranted and the Criminal District Attorney's (CDA) office is submitting a proposed Amended Repayment Agreement for the Court's approval.

With approval of the Amended Repayment Agreement, an amended payment plan will be established with CHF and the funds owed, plus legally allowable interest, will be repaid to Tarrant County with payments being submitted through the CDA's Office.

This Amended Repayment Agreement has been approved as to form by the CDA's Office.

FISCAL IMPACT

With completion of this Amended Repayment Agreement, there will be a positive fiscal impact to Tarrant County.

SUBMITTED BY	Criminal District Attorney	PREPARED BY:	Polly Maxwell
		APPROVED BY:	Mark Kratovil

STATE OF TEXAS §
 § **Amendment of Repayment Agreement**
 § **for Chris Howell Foundation**
COUNTY OF TARRANT §

BACKGROUND

Tarrant County, Texas (“COUNTY”) and the Chris Howell Foundation (“CHF”) entered into a Repayment Agreement approved by Tarrant County Commissioners Court Order No. 143467, for CHF’s repayment of \$41,552.03 in questioned costs following an audit of grant reimbursements paid by the County to CHF from October 2021 through April 2023.

Therefore, the COUNTY and CHF agree to the following revisions. Section 1 from the original Repayment Agreement is repealed and replaced with the following language:

Section 1

In consideration of the County refraining from filing suit for the recovery of \$41,552.03 and allowing CHF until April 30, 2026 (approximately 24 months) to pay in full, CHF hereby promises and agrees to make 8 separate payments, via personal check or money order to the County the total sum of \$41,552.03 plus 6% interest per annum. Said payments shall consist of: the first payment of \$5,000.00, being due on or before June 30, 2024; with 6 additional quarterly payments each in the amount of \$4,882.77 due on July 30, 2024; October 30, 2024; July 30, 2025; October 30, 2025; January 30, 2026; and April 30, 2026, respectively. A final payment of \$9,065.54, will be made on July 30, 2026. All payments should be made payable to "Tarrant County, Texas", should note account 12450, and are to be paid in Tarrant County. Said payments must be post-marked by the due date and must be sent to the County at the following address:

Tarrant County Criminal District Attorney’s Office
ATTN: Katherine E. Owens – Civil Division
Tim Curry Criminal Justice Center
401 W. Belknap, 9th Floor
Fort Worth, Texas 76196

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.

APPROVED on this day the ____ day of _____, 2025, by Tarrant County.

Commissioners Court Order No. _____.

TARRANT COUNTY, TEXAS

CHRIS HOWELL FOUNDATION

TARRANT COUNTY, TEXAS

CHRIS HOWELL FOUNDATION

Tim O'Hare, County Judge


/s/ Dominique Bryant Howell,
Executive Director

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.



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TARRANT COUNTY, TEXAS

CHRIS HOWELL FOUNDATION

TARRANT COUNTY, TEXAS

CHRIS HOWELL FOUNDATION

Tim O'Hare, County Judge


/s/ Dominique Bryant Howell,
Executive Director

APPROVED AS TO FORM:



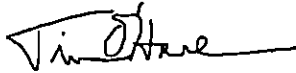
Katherine C. Owens
Criminal District Attorney's Office*

* 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.

Consideration to Approve the Amended Repayment Agreement for Funds Owed to Tarrant
County by the Chris Howell Foundation

SIGNED AND EXECUTED this 3 day of June, 2025.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink that reads "Tim O'Hare". The signature is written in a cursive style with a long horizontal stroke at the end.

Tim O'Hare
County Judge
6/9/2025