COMMISSIONERS COURT COMMUNICATION

COURT ORDER NUMBER 144743

DATE: 2/19/2025

SUBJECT: **CONSIDERATION OF SERVICES AGREEMENTS WITH VARIOUS VENDORS, AS PART OF IN-KIND DONATIONS OF GOODS AND SERVICES FROM THE DALLAS MAVERICKS FOUNDATION, TO SUPPORT IMPROVEMENTS TO THE LYNN W. ROSS DETENTION CENTER GYMNASIUM**

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider services agreements with various vendors, as part of in-kind donations of goods and services from the Dallas Mavericks Foundation (The Mavs Foundation), to support improvements to the Lynn W. Ross Juvenile Detention Center Gymnasium.

BACKGROUND

The Mavs Foundation, established in October 1996, is a 501(c)(3) private foundation affiliated with the Dallas Mavericks professional basketball team. The foundation is committed to strengthening communities by empowering youth, women, and families in need.

Over the past 27 years, the Mavs Foundation has contributed more than $10 million to nonprofit and community organizations supporting women, children, and families. The foundation focuses on creating safe and healthy spaces by refurbishing basketball courts at local nonprofits and community organizations.

Through this in-kind donation, the Dallas Mavericks Foundation will support improvements to the Lynn W. Ross Detention Center Gymnasium. These enhancements include repairs to the wood flooring, new paint for the walls, new basketball goals and backstops, and basketball equipment. All basketball court improvement projects are completed by Mavs Foundation staff, volunteers, and partners.

The no-cost services agreements are with various vendors responsible for completing specific work outlined in the project's scope. Tarrant County is not responsible for payment of any work completed within the designated timeframe.

The Criminal District Attorney's Office has reviewed and approved the service agreements as to form.

FISCAL IMPACT

There is no fiscal impact of this in-kind donation. No matching funds are needed. The Dallas Mavericks Foundation has budgeted $100,000.00 for this project.

SUBMITTED BY	Budget and Risk Management	PREPARED BY:	Rand Otten
		APPROVED BY:	Robert Cone

TARRANT COUNTY SERVICES AGREEMENT

This AGREEMENT (this "**Agreement**"), made effective as of February 2,2025 the "**Effective Date**"), is by and between **Tarrant County** and the **Tarrant County Juvenile Board (collectively, "TARRANT COUNTY")**, and [TRINITY FLOOR CO. located at [3130 Commonwealth Dr, Dallas, TX 75247](collectively "**Contractor**" or "**you**"), and sets forth the terms and conditions whereby you agree to provide certain services to for TARRANT COUNTY. TARRANT COUNTY and Contractor may be referred to collectively as the "**Parties**" or individually as "**Party.**"

For purposes of this Agreement, "Contractor" and "you" shall also include Contractor's subsidiaries and their members (or equivalents), officers, directors, employees, agents, successors, and assigns.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Services**.
    a. TARRANT COUNTY agrees to engage you, and you hereby accept such engagement, as an independent contractor to provide certain services (the "**Services**") described in the applicable statement of work, including any modifications, extensions or renewals thereof (collectively, the "**SOW**") in accordance with the criteria set forth therein and on the terms and conditions set forth in this Agreement. The initial Services to be provided by you are set forth in the SOW attached hereto as Schedule A, which is attached hereto and made a part hereof. SOWs shall be deemed accepted and incorporated into this Agreement only if signed by authorized representatives of the Parties.

    b. TARRANT COUNTY recognizes that, because you are an independent contractor, it will have no control over the manner or means by which you perform the Services.

    c. Schedule B (Vendor Information Security Requirements) is hereby incorporated into this Agreement. In the event of a conflict between the terms that constitute this Agreement, the terms set forth in Schedule B shall control without exception.

2. **Term**.

    This Agreement is effective as of the Effective Date and shall continue until the expiration or termination of all SOWs then in effect, unless earlier terminated in accordance with Section 3 (the "**Term**"). Each SOW shall specify its applicable term, such term including any renewals, extensions, change orders or other alterations to the term of the relevant SOW. In the event of any inconsistency between an SOW and this Agreement, the terms of this Agreement shall control. In the event the Parties enter into additional SOW after expiration or termination of this Agreement and do not enter into a new Service Agreement or other agreement with respect thereto, the terms and provisions of this Agreement will apply to such SOW. If Contractor commences any Services for TARRANT COUNTY during the Term hereof in the absence of a SOW, this Agreement will nevertheless apply unless the Parties agree otherwise in writing signed by both Parties.

3. **Termination**.

    a. *Termination for Breach*. You or TARRANT COUNTY may terminate this Agreement if the other party breaches this Agreement and fails to cure such breach within ten (10) days after receiving notice of such breach. In the event that any of the representations or warranties made by You in this Agreement shall prove to be untrue or inaccurate in any material respect, TARRANT COUNTY will be entitled to terminate this Agreement immediately.In the event

You breach your covenants, representations and warranties made in this Agreement, at TARRANT COUNTY; request, you will issue a public statement absolving TARRANT COUNTY and repairing any perceived harm done to TARRANT COUNTY, if any.

b. *Termination for Bankruptcy*. Either Party may also terminate the Agreement if the other Party: (i) makes an assignment for the benefit of creditors; (ii) is adjudicated bankrupt; (iii) files a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization, arrangement, readjustment of its debts or for any other relief under Title 11 of the United States Code or any successor or other federal or state insolvency law ("**Bankruptcy Law**"); (iv) has filed against it an involuntary petition in bankruptcy or seeking reorganization, arrangement, readjustment of its debts or for any other relief under any Bankruptcy Law, which petition is not discharged within thirty (30) days; (v) has applied for or has permitted the appointment of a receiver or trustee for its assets; or (vi) has dissolved voluntarily or by law.

c. *Contractor's Post-termination Obligations*. Upon expiration or termination of this Agreement for any reason, or at any other time upon TARRANT COUNTY' written request, you shall within five (5) calendar days after such expiration or termination:

i. deliver to TARRANT COUNTY all Work Product (whether complete or incomplete) and all hardware, software, tools, equipment, or other materials provided for your use by TARRANT COUNTY;

ii. deliver to TARRANT COUNTY all tangible documents and materials (and any copies) containing, reflecting, incorporating or based on TARRANT COUNTY Confidential Information;

iii. permanently erase all TARRANT COUNTY Confidential Information from your computer and phone systems; and

iv. certify in writing to TARRANT COUNTY that you have complied with the requirements of this Section.

d. *Surviving Obligations*. The terms and conditions of this Section and Sections 7, 8, 9, 10, 12, and 14 shall survive the expiration or termination of this Agreement.

4. Contractor Responsibilities

a. You shall perform the Services and deliver the deliverables equipment, software, or hardware to TARRANT COUNTY as set forth in a given SOW on a timely basis subject and in accordance with TARRANT COUNTY' reasonable directions from time to time.

b. Unless otherwise set forth in any SOW, you shall furnish, at your own expense, the equipment, supplies, and other materials used to perform the Services. TARRANT COUNTY shall provide you with access to its premises and equipment to the extent necessary for the performance of the Services.

c. You shall deliver to TARRANT COUNTY a duly completed and properly executed IRS Form W-9 or foreign equivalent at the time of executing this Agreement in order to receive any compensation.

5. **Compensation**.

a. *Fee*. You recognize and acknowledge all work performed pursuant to this Agreement for the benefit of TARRANT COUTNY shall be paid for by a third-party and TARRANT COUNTY is under no obligation to remit payment in any form to you for any services performed. You

further recognize and acknowledge you shall have no claim against TARRANT COUNTY for any non-payment for services or work performed under this Agreement.

6. **Relationship of the Parties**.
    a. *Relationship*. You are an independent contractor of TARRANT COUNTY, and this Agreement shall not be construed to create any association, partnership, joint venture, employee, or agency relationship between you and TARRANT COUNTY for any purpose. You have no authority (and shall not hold yourself out as having authority) to bind TARRANT COUNTY and you shall not make any agreements or representations on TARRANT COUNTY's behalf without TARRANT COUNTY's prior written consent.

    b. *No Employee Benefits*. Without limiting anything in this Agreement, you recognize and agree that you are NOT entitled to, and expressly waive all rights (if any) to participate in or be covered by any insurance, disability, retirement, or any fringe benefits or other employee benefit program of TARRANT COUNTY, nor entitled to any benefits for unemployment or workmen's compensation.

    c. *Taxes*. TARRANT COUNTY will not be responsible for withholding or paying any sales tax, income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on your behalf. You shall be responsible for, and shall indemnify TARRANT COUNTY against, all such taxes or contributions, including penalties and interest.

    d. *Assumption of Risk*. You expressly assume all risk of injury (including, without limitation, permanent disability and death) relating to or arising out of their performance of Services, howsoever caused or arising and whether by negligence or otherwise, and accept personal responsibility for the damages following such injury, permanent disability or death. Any persons employed or engaged by you in connection with the performance of the Services shall be your employees or contractors and you shall be fully responsible for them and indemnify TARRANT COUNTY against any claims made by or on behalf of any such employee or contractor.

7. **Confidentiality**.
    a. *Confidential Information*. You acknowledge that you will have access to information that is treated as confidential and proprietary by TARRANT COUNTY, including, without limitation, the existence and terms of this Agreement, Work Product, trade secrets, technology, and information pertaining to business operations and strategies, customers, pricing, marketing, finances, sourcing, intellectual property, personnel, information pertaining to TARRANT COUNTY, its affiliates, employees, owners, or operations of TARRANT COUNTY, its affiliates, or their suppliers or customers, in each case whether spoken, written, printed, electronic, or in any other form or medium (collectively, the "**Confidential Information**"). Any Confidential Information that you develop in connection with the Services shall be subject to the terms and conditions of this Section. You agree to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of TARRANT COUNTY in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the Services. You shall notify TARRANT COUNTY immediately in the event you become aware of any loss or disclosure of any Confidential Information.

    b. *Not Confidential Information*. Confidential Information shall not include information that: (i) is or becomes generally available or known to the public other than through your breach of this Agreement; or (ii) is communicated to you in good faith from a third party who discloses

such information to you on a non confidential basis having affirmatively represented to you that it is without any obligation of confidentiality or secrecy relating to the information disclosed.

c. *Permitted Disclosures*. Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law, or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation or order. You agree to provide written notice of any such order to an authorized officer of TARRANT COUNTY within twenty-four (24) hours of receiving such order, but in any event, sufficiently in advance of making any disclosure to permitTARRANT COUNTY to contest the order or seek confidentiality protections, as determined in TARRANT COUNTY' sole discretion. Notwithstanding anything in the Agreement to the contrary, you will not be prohibited from disclosing information to the government that is subject to the whistleblower safe harbor and immunity provisions of the Defend Trade Secrets Act of 2016.

d. *Texas Public Information Act*. TARRANT COUNTY advises you that TARRANT COUNTY is a governmental body under Chapter 552 of the Texas Government Code and that certain information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Texas Public Information Act ("TPIA") request. Your trade secrets, certain financial information, and proprietary information may be subject to an exception to disclosure under Chapter 552 of the Texas Government Code, Subchapter C. If a TPIA request is made on TARRANT COUNTY to disclose your information that may be subject to an exception from disclosure, TARRANT COUNTY will (i) promptly notify you of such request for disclosure, and (ii) decline to release such information and file a written request with the Texas Attorney General's office seeking a determination as to whether such information may be withheld.

e. *Remedies.* You agree that your breach of these obligations of confidentiality will result in the substantial likelihood of irreparable harm and injury to TARRANT COUNTY for which monetary damages alone would be an inadequate remedy, and which damages are difficult to measure accurately. Accordingly, without limiting any other rights or remedies, you agree that TARRANT COUNTY shall have the right, in addition to any other remedies available, to obtain immediate injunctive relief, without the necessity of posting any bond (or upon the posting of a $1,000 bond if bond is deemed necessary by the court for issuance of an injunction), as well as other equitable relief allowed by the federal courts [or court shaving jurisdiction].

8. **Representations and Warranties**. You hereby represent and warrant to TARRANT COUNTY that:

a. you have the right to enter into this Agreement, to grant the rights granted herein and to perform fully all of your obligations in this Agreement;

b. your entering into this Agreement withTARRANT COUNTY and your performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which you are subject;

c. you have the required skill, experience, and qualifications to perform the Services, you shall perform the Services in a professional and workmanlike manner in accordance with best industry standards for similar services and you shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;

d. you have the required understanding of the relevant laws and regulations of the State of Texas and the federal government of the United States (including privacy laws), whether explicitly

stated in law or stated in public documents generally understood to indicate government policy, necessary to ensure that your performance of the Services will not violate such laws and regulations;

e. you have the required understanding of and competency with the English language and cultural norms necessary to ensure that TARRANT COUNTY brand and reputation is not tarnished as a result of Contractor's actions, negligence, or omissions during the course of the performance of the Services;

f. you shall perform the Services in compliance with all applicable federal, state, and local laws and regulations;

g. TARRANT COUNTY will receive good and valid title to all Work Product, free and clear of all encumbrances and liens of any kind; and

h. all Work Product (i) is and shall be your original work (except for material in the public domain or provided by TARRANT COUNTY); (ii) has not been, and prior to TARRANT COUNTY's publication of it will not be, published or otherwise made publicly available, in whole or in part; and (iii) does not, and use of it will not, infringe or otherwise violate any right of any third party, including any copyright, trademark, patent, trade secret, or other intellectual property right, or any right of publicity or privacy.

i. The Services and deliverables will be in conformity in all material respects with all material requirements or specifications stated in this Agreement and any other written specifications and reasonable requirements provided by TARRANT COUNTY to Contractor; and

j. you will abide by moral and ethical business values in the management and operations of your companies and its affiliates. Where national and other applicable laws and your code of conduct address the same issue, the provision that is the highest workplace standard will apply. Further, where your code of conduct is in contradiction with applicable law, the applicable law will apply.

9. <u>Indemnification</u>. YOU SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS TARRANT COUNTY AND ITS AFFILIATES AND THEIR OWNERS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, ACTIONS, JUDGMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RESULTING FROM:

a. BODILY INJURY, DEATH OF ANY PERSON OR DAMAGE TO REAL OR TANGIBLE, PERSONAL PROPERTY, OR ARISING FROM THE USE, OPERATION AND/OR MAINTENANCE OF THE AIRCRAFT;

b. ANY NEGLIGENT OR MORE CULPABLE ACT OR OMISSION BY CONTRACTOR;

c. ANY INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHTS IN CONTRACTOR'S CONTRIBUTION TO OF THE WORK PRODUCT AND/OR THE SERVICES; AND

d. YOUR BREACH OF ANY REPRESENTATION, WARRANTY, OR OBLIGATION UNDER THIS AGREEMENT.

10. **Other Business Activities**. You retain the right to perform the same or similar type of services for third parties during the Term and you may be engaged or employed in any other business, trade, profession, or other activity which does not place you in a conflict of interest with TARRANT COUNTY or prohibits you from performing the Services in anyway.

11. **Assignment**. You shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without the TARRANT COUNTY' prior written consent, which TARRANT COUNTY may withhold in its sole discretion. Any assignment in violation of the foregoing shall be deemed null and void. TARRANT COUNTY may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the Parties hereto and their respective successors and assigns.

12. **Miscellaneous**.

a. *No Exporting*. You shall not export, directly or indirectly, any technical data acquired from TARRANT COUNTY, or any products utilizing any such data, to any country in violation of any applicable export laws or regulations.

b. *Force Majeure*. In the event of any delay, interruption or diminution of the performance of this Agreement due to any cause beyond TARRANT COUNTY's control, including without limitation, fire, flood, explosion, damage by third parties whether negligently or intentionally caused, power blackout, war, state of national emergency, outbreak, pandemic, act of God, strike, work stoppage, picketing, lockouts, damage or concerted action by any employee or any labor organization, or the laws or actions of any governmental authority, TARRANT COUNTY will not be responsible for any failure to fulfill its obligations under this Agreement.

c. *Notice*. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section.

If to TARRANT COUNTY:	TARRANT COUNTY 100 E. Weatherford St., Fort Worth, TX 76196 Attn: County Judge Tim O'Hare
With a copy to:	
If to Contractor:	TRINITY FLOOR CO. 3130 Commonwealth Dr, Dallas, TX 75247

d. *Governing Law and Venue*. This Agreement shall be governed by the laws of the state of Texas regardless of the laws that might otherwise govern under applicable Texas principles of conflicts of law. All controversies disputes or claims arising out of or relating to this Agreementshall be brought in the state courts of Texas in Tarrant County, Texas or the federal courts situated in the Fort Worth Division of the Northern District of Texas.

e. *Compliance with Laws*. In providing the Services required by this Agreement, Contractor 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. Contractor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

f. *Permission to Use Likeness*. You hereby grant full permission to TARRANT COUNTY, and their respective parents, subsidiaries, affiliates, directors, officers, employees and agents ("**Authorized Persons"**) to use your name, nickname, voice, biographical information, photograph, and/or other likeness, however captured, for any purpose (including, with limitation, for advertising, sales, promotional and/or other commercial purposes) in any media or format now or hereafter known, worldwide and in perpetuity, without further compensation, authorization or notification to you or anyone on your behalf.

g. *Severability*. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

h. *Non-exclusive*. Services rendered by Contractor shall be a non-exclusive basis; TARRANT COUNTY may hire other recruiters or conduct independent searches for the conduct of TARRANT COUNTY's business in the ordinary course. If TARRANT COUNTY identifies a potential candidates from other sources, it may refer them to Contractor for assessment.

i. *Acceptance of Services and Remedies*. If TARRANT COUNTY determines that a service or deliverable does not conform to or perform in accordance with its reasonable good faith expectations, then TARRANT COUNTY will notify Contractor in writing setting forth the reason or reasons why TARRANT COUNTY believes that such service or deliverable does not conform. If TARRANT COUNTY delivers to Contractor written notice of rejection of a service or deliverable, then Contractor will have 10 days from the date of receipt of a written notice of rejection (or such other period as agreed by the parties) to correct the non-conformities that TARRANT COUNTY identified in the written notice. Notwithstanding the anything to the foregoing, if any service or deliverable fails to pass TARRANT COUNTY acceptance a second time, then TARRANT COUNTY shall have the option to (without limitation of any other rights or remedies available to TARRANT COUNTY): (i) extend Contractor's right to continue attempting to correct the non-conformities for a specified period of time, or (ii) terminate the applicable SOW as it relates to the applicable service or deliverable, with no liability on the part of TARRANT COUNTY to Contractor for any such termination. In addition, TARRANT COUNTY shall have the right to (a) return any rejected deliverables or materials associated with rejected Services and receive a refund of all fees paid

to date for or allocable to such affected items, or (b) retain such non-conforming service or deliverable or materials and pay to Contractor a portion of the fees allocable to such item reasonably reflecting the partial value delivered.

j. *Waiver*. No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.

k. *Entire Agreement*. This Agreement, together with any other documents incorporated herein by reference, represents the complete understanding of the parties hereto with respect to the subject matter contained herein, supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Agreement shall not be modified or amended in any manner except in writing signed by both parties hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.

l. *Counterparts*. This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

m. *Sovereign Immunity*. THIS AGREEMENT IS EXPRESSLY MADE SUBJECT TO TARRANT COUNTY'S SOVEREIGN IMMUNITY, TITLE 5 OF THE TEXAS CIVIL PRACTICES AND REMEDIES CODE, AND ALL APPLICABLE FEDERAL AND STATE LAWS. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT TARRANT COUNTY HAS BY OPERATION OF LAW. NOTHING IN THIS AGREEMENT IS INTENDED TO BENEFIT ANY THIRD PARTY BENEFICIARY.

n. *Form 1295*. You acknowledge and agree that you have fully, accurately, and completely disclosed all interested parties in the Form 1295 electronically filed with the Texas Ethics Commission, at https://www.ethics.state.tx.us/filinginfo/1295/, as required by law, and that the attached signed copy is a full and true copy of said filed form.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this TARRANT COUNTY Services Agreement on the Effective Date.

TARRANT COUNTY
STATE OF TEXAS

_____

Tim O'Hare

County
Judge
Date: _____

TARRANT COUNTY JUVENILE BOARD

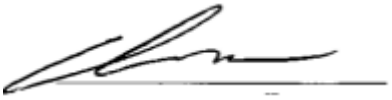
_____
Alex Kim

Juvenile Board Chairman

Date: _____

CONTRACTOR: [TRINITY FLOOR CO.]

By: CASEY EMERSON

Name: 

Date:2/3/25

SCHEDULE A

Scope of Work

- Trinity Floor Co.: CASEY EMERSON
  - Hardwood Court Refinish and Logo/Line Paint
    - (1) Full Dallas Mavericks Center Court Logo
    - (1) Mavs Foundation Corner Court Logo
    - (1) Sprite Corner Court Logo
    - Main Basketball Lines, Mavericks Blue
    - Main Volleyball Lines, White
    - 2" Basektball out of bounds markings on perimeter per game line court markings main basketball
  - Gym Floor Repair
    - Patch wood floor where tile floor at water fountain was removed
    - Sand and finish existing maple floor, existing base to remain in place
  - Provide temporary electrical 2-35amp 220V 3 Phase 4 Wire

PROJECT TIMELINE AND VENDORS:
February 2025 Gym Clear / Closed
March 2025 -April 2025 Court Refinish (Trinity Floor Co.)

RESPONSIBILITIES:

- Mavs Foundation
  - Vet and selectvendors to perform scope of work above within designated timeframe, commit to payment of vendors on behalf of Tarrant County
  - Provide maintenance instructions for new equipment and flooring, as well as contacts should maintenance needs occur
- Tarrant County Juvenile Detention Center
  - Enter into no cost Services agreement with vendor completing work identified in scope of work. Tarrant County is not responsible for payment of scope work completed during designated timeframe.
  - Clear Gym
  - Maintain gymnasium following renovations (no requirements of maintenance plan from TARRANT COUNTY)
  - Maintain liability for gym following renovaiton completion

TARRANT COUNTY SERVICES AGREEMENT

This AGREEMENT (this "**Agreement**"), made effective as of February 3, 2025 (the "**Effective Date**"), is by and between **Tarrant County** and the **Tarrant County Juvenile Board (collectively, "TARRANT COUNTY")**, and [NULOOK located at [3912 BEECHWOOD LN. DALLAS, TX 75220](collectively "**Contractor**" or "**you**"), and sets forth the terms and conditions whereby you agree to provide certain services to for TARRANT COUNTY. TARRANT COUNTY and Contractor may be referred to collectively as the "**Parties**" or individually as "**Party.**"

For purposes of this Agreement, "Contractor" and "you" shall also include Contractor's subsidiaries and their members (or equivalents), officers, directors, employees, agents, successors, and assigns.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Services**.
    a. TARRANT COUNTY agrees to engage you, and you hereby accept such engagement, as an independent contractor to provide certain services (the "**Services**") described in the applicable statement of work, including any modifications, extensions or renewals thereof (collectively, the "**SOW**") in accordance with the criteria set forth therein and on the terms and conditions set forth in this Agreement. The initial Services to be provided by you are set forth in the SOW attached hereto as Schedule A, which is attached hereto and made a part hereof. SOWs shall be deemed accepted and incorporated into this Agreement only if signed by authorized representatives of the Parties.

    b. TARRANT COUNTY recognizes that, because you are an independent contractor, it will have no control over the manner or means by which you perform the Services.

    c. Schedule B (Vendor Information Security Requirements) is hereby incorporated into this Agreement. In the event of a conflict between the terms that constitute this Agreement, the terms set forth in Schedule B shall control without exception.

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    This Agreement is effective as of the Effective Date and shall continue until the expiration or termination of all SOWs then in effect, unless earlier terminated in accordance with Section 3 (the "**Term**"). Each SOW shall specify its applicable term, such term including any renewals, extensions, change orders or other alterations to the term of the relevant SOW. In the event of any inconsistency between an SOW and this Agreement, the terms of this Agreement shall control. In the event the Parties enter into additional SOW after expiration or termination of this Agreement and do not enter into a new Service Agreement or other agreement with respect thereto, the terms and provisions of this Agreement will apply to such SOW. If Contractor commences any Services for TARRANT COUNTY during the Term hereof in the absence of a SOW, this Agreement will nevertheless apply unless the Parties agree otherwise in writing signed by both Parties.

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    a. *Termination for Breach*. You or TARRANT COUNTY may terminate this Agreement if the other party breaches this Agreement and fails to cure such breach within ten (10) days after receiving notice of such breach. In the event that any of the representations or warranties made by You in this Agreement shall prove to be untrue or inaccurate in any material respect, TARRANT COUNTY will be entitled to terminate this Agreement immediately.In the event

You breach your covenants, representations and warranties made in this Agreement, at TARRANT COUNTY; request, you will issue a public statement absolving TARRANT COUNTY and repairing any perceived harm done to TARRANT COUNTY, if any.

b. *Termination for Bankruptcy*. Either Party may also terminate the Agreement if the other Party: (i) makes an assignment for the benefit of creditors; (ii) is adjudicated bankrupt; (iii) files a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization, arrangement, readjustment of its debts or for any other relief under Title 11 of the United States Code or any successor or other federal or state insolvency law ("**Bankruptcy Law**"); (iv) has filed against it an involuntary petition in bankruptcy or seeking reorganization, arrangement, readjustment of its debts or for any other relief under any Bankruptcy Law, which petition is not discharged within thirty (30) days; (v) has applied for or has permitted the appointment of a receiver or trustee for its assets; or (vi) has dissolved voluntarily or by law.

c. *Contractor's Post-termination Obligations*. Upon expiration or termination of this Agreement for any reason, or at any other time upon TARRANT COUNTY' written request, you shall within five (5) calendar days after such expiration or termination:

i. deliver to TARRANT COUNTY all Work Product (whether complete or incomplete) and all hardware, software, tools, equipment, or other materials provided for your use by TARRANT COUNTY;

ii. deliver to TARRANT COUNTY all tangible documents and materials (and any copies) containing, reflecting, incorporating or based on TARRANT COUNTY Confidential Information;

iii. permanently erase all TARRANT COUNTY Confidential Information from your computer and phone systems; and

iv. certify in writing to TARRANT COUNTY that you have complied with the requirements of this Section.

d. *Surviving Obligations*. The terms and conditions of this Section and Sections 7, 8, 9, 10, 12, and 14 shall survive the expiration or termination of this Agreement.

4. Contractor Responsibilities

a. You shall perform the Services and deliver the deliverables equipment, software, or hardware to TARRANT COUNTY as set forth in a given SOW on a timely basis subject and in accordance with TARRANT COUNTY' reasonable directions from time to time.

b. Unless otherwise set forth in any SOW, you shall furnish, at your own expense, the equipment, supplies, and other materials used to perform the Services. TARRANT COUNTY shall provide you with access to its premises and equipment to the extent necessary for the performance of the Services.

c. You shall deliver to TARRANT COUNTY a duly completed and properly executed IRS Form W-9 or foreign equivalent at the time of executing this Agreement in order to receive any compensation.

5. **Compensation**.

a. *Fee*. You recognize and acknowledge all work performed pursuant to this Agreement for the benefit of TARRANT COUTNY shall be paid for by a third-party and TARRANT COUNTY is under no obligation to remit payment in any form to you for any services performed. You

further recognize and acknowledge you shall have no claim against TARRANT COUNTY for any non-payment for services or work performed under this Agreement.

6. **Relationship of the Parties**.
    a. *Relationship*. You are an independent contractor of TARRANT COUNTY, and this Agreement shall not be construed to create any association, partnership, joint venture, employee, or agency relationship between you and TARRANT COUNTY for any purpose. You have no authority (and shall not hold yourself out as having authority) to bind TARRANT COUNTY and you shall not make any agreements or representations on TARRANT COUNTY's behalf without TARRANT COUNTY's prior written consent.

    b. *No Employee Benefits*. Without limiting anything in this Agreement, you recognize and agree that you are NOT entitled to, and expressly waive all rights (if any) to participate in or be covered by any insurance, disability, retirement, or any fringe benefits or other employee benefit program of TARRANT COUNTY, nor entitled to any benefits for unemployment or workmen's compensation.

    c. *Taxes*. TARRANT COUNTY will not be responsible for withholding or paying any sales tax, income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on your behalf. You shall be responsible for, and shall indemnify TARRANT COUNTY against, all such taxes or contributions, including penalties and interest.

    d. *Assumption of Risk*. You expressly assume all risk of injury (including, without limitation, permanent disability and death) relating to or arising out of their performance of Services, howsoever caused or arising and whether by negligence or otherwise, and accept personal responsibility for the damages following such injury, permanent disability or death. Any persons employed or engaged by you in connection with the performance of the Services shall be your employees or contractors and you shall be fully responsible for them and indemnify TARRANT COUNTY against any claims made by or on behalf of any such employee or contractor.

7. **Confidentiality**.
    a. *Confidential Information*. You acknowledge that you will have access to information that is treated as confidential and proprietary by TARRANT COUNTY, including, without limitation, the existence and terms of this Agreement, Work Product, trade secrets, technology, and information pertaining to business operations and strategies, customers, pricing, marketing, finances, sourcing, intellectual property, personnel, information pertaining to TARRANT COUNTY, its affiliates, employees, owners, or operations of TARRANT COUNTY, its affiliates, or their suppliers or customers, in each case whether spoken, written, printed, electronic, or in any other form or medium (collectively, the "**Confidential Information**"). Any Confidential Information that you develop in connection with the Services shall be subject to the terms and conditions of this Section. You agree to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of TARRANT COUNTY in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the Services. You shall notify TARRANT COUNTY immediately in the event you become aware of any loss or disclosure of any Confidential Information.

    b. *Not Confidential Information*. Confidential Information shall not include information that: (i) is or becomes generally available or known to the public other than through your breach of this Agreement; or (ii) is communicated to you in good faith from a third party who discloses

such information to you on a non confidential basis having affirmatively represented to you that it is without any obligation of confidentiality or secrecy relating to the information disclosed.

c. *Permitted Disclosures*. Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law, or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation or order. You agree to provide written notice of any such order to an authorized officer of TARRANT COUNTY within twenty-four (24) hours of receiving such order, but in any event, sufficiently in advance of making any disclosure to permitTARRANT COUNTY to contest the order or seek confidentiality protections, as determined in TARRANT COUNTY' sole discretion. Notwithstanding anything in the Agreement to the contrary, you will not be prohibited from disclosing information to the government that is subject to the whistleblower safe harbor and immunity provisions of the Defend Trade Secrets Act of 2016.

d. *Texas Public Information Act*. TARRANT COUNTY advises you that TARRANT COUNTY is a governmental body under Chapter 552 of the Texas Government Code and that certain information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Texas Public Information Act ("TPIA") request. Your trade secrets, certain financial information, and proprietary information may be subject to an exception to disclosure under Chapter 552 of the Texas Government Code, Subchapter C. If a TPIA request is made on TARRANT COUNTY to disclose your information that may be subject to an exception from disclosure, TARRANT COUNTY will (i) promptly notify you of such request for disclosure, and (ii) decline to release such information and file a written request with the Texas Attorney General's office seeking a determination as to whether such information may be withheld.

e. *Remedies.* You agree that your breach of these obligations of confidentiality will result in the substantial likelihood of irreparable harm and injury to TARRANT COUNTY for which monetary damages alone would be an inadequate remedy, and which damages are difficult to measure accurately. Accordingly, without limiting any other rights or remedies, you agree that TARRANT COUNTY shall have the right, in addition to any other remedies available, to obtain immediate injunctive relief, without the necessity of posting any bond (or upon the posting of a $1,000 bond if bond is deemed necessary by the court for issuance of an injunction), as well as other equitable relief allowed by the federal courts [or court shaving jurisdiction].

8. **Representations and Warranties**. You hereby represent and warrant to TARRANT COUNTY that:

a. you have the right to enter into this Agreement, to grant the rights granted herein and to perform fully all of your obligations in this Agreement;

b. your entering into this Agreement withTARRANT COUNTY and your performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which you are subject;

c. you have the required skill, experience, and qualifications to perform the Services, you shall perform the Services in a professional and workmanlike manner in accordance with best industry standards for similar services and you shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;

d. you have the required understanding of the relevant laws and regulations of the State of Texas and the federal government of the United States (including privacy laws), whether explicitly

stated in law or stated in public documents generally understood to indicate government policy, necessary to ensure that your performance of the Services will not violate such laws and regulations;

e. you have the required understanding of and competency with the English language and cultural norms necessary to ensure that TARRANT COUNTY brand and reputation is not tarnished as a result of Contractor's actions, negligence, or omissions during the course of the performance of the Services;

f. you shall perform the Services in compliance with all applicable federal, state, and local laws and regulations;

g. TARRANT COUNTY will receive good and valid title to all Work Product, free and clear of all encumbrances and liens of any kind; and

h. all Work Product (i) is and shall be your original work (except for material in the public domain or provided by TARRANT COUNTY); (ii) has not been, and prior to TARRANT COUNTY's publication of it will not be, published or otherwise made publicly available, in whole or in part; and (iii) does not, and use of it will not, infringe or otherwise violate any right of any third party, including any copyright, trademark, patent, trade secret, or other intellectual property right, or any right of publicity or privacy.

i. The Services and deliverables will be in conformity in all material respects with all material requirements or specifications stated in this Agreement and any other written specifications and reasonable requirements provided by TARRANT COUNTY to Contractor; and

j. you will abide by moral and ethical business values in the management and operations of your companies and its affiliates. Where national and other applicable laws and your code of conduct address the same issue, the provision that is the highest workplace standard will apply. Further, where your code of conduct is in contradiction with applicable law, the applicable law will apply.

9. <u>Indemnification</u>. YOU SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS TARRANT COUNTY AND ITS AFFILIATES AND THEIR OWNERS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, ACTIONS, JUDGMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RESULTING FROM:

a. BODILY INJURY, DEATH OF ANY PERSON OR DAMAGE TO REAL OR TANGIBLE, PERSONAL PROPERTY, OR ARISING FROM THE USE, OPERATION AND/OR MAINTENANCE OF THE AIRCRAFT;

b. ANY NEGLIGENT OR MORE CULPABLE ACT OR OMISSION BY CONTRACTOR;

c. ANY INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHTS IN CONTRACTOR'S CONTRIBUTION TO OF THE WORK PRODUCT AND/OR THE SERVICES; AND

d. YOUR BREACH OF ANY REPRESENTATION, WARRANTY, OR OBLIGATION UNDER THIS AGREEMENT.

10. **Other Business Activities**. You retain the right to perform the same or similar type of services for third parties during the Term and you may be engaged or employed in any other business, trade, profession, or other activity which does not place you in a conflict of interest with TARRANT COUNTY or prohibits you from performing the Services in anyway.

11. **Assignment**. You shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without the TARRANT COUNTY' prior written consent, which TARRANT COUNTY may withhold in its sole discretion. Any assignment in violation of the foregoing shall be deemed null and void. TARRANT COUNTY may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the Parties hereto and their respective successors and assigns.

12. **Miscellaneous**.

a. *No Exporting*. You shall not export, directly or indirectly, any technical data acquired from TARRANT COUNTY, or any products utilizing any such data, to any country in violation of any applicable export laws or regulations.

b. *Force Majeure*. In the event of any delay, interruption or diminution of the performance of this Agreement due to any cause beyond TARRANT COUNTY's control, including without limitation, fire, flood, explosion, damage by third parties whether negligently or intentionally caused, power blackout, war, state of national emergency, outbreak, pandemic, act of God, strike, work stoppage, picketing, lockouts, damage or concerted action by any employee or any labor organization, or the laws or actions of any governmental authority, TARRANT COUNTY will not be responsible for any failure to fulfill its obligations under this Agreement.

c. *Notice*. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section.

If to TARRANT COUNTY:	TARRANT COUNTY 100 E. Weatherford St., Fort Worth, TX 76196 Attn: County Judge Tim O'Hare
With a copy to:	
If to Contractor:	NULOOK 3912 BEECHWOOD LN. DALLAS, TX 75220

d. *Governing Law and Venue*. This Agreement shall be governed by the laws of the state of Texas regardless of the laws that might otherwise govern under applicable Texas principles of conflicts of law. All controversies disputes or claims arising out of or relating to this Agreementshall be brought in the state courts of Texas in Tarrant County, Texas or the federal courts situated in the Fort Worth Division of the Northern District of Texas.

e. *Compliance with Laws*. In providing the Services required by this Agreement, Contractor 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. Contractor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

f. *Permission to Use Likeness*. You hereby grant full permission to TARRANT COUNTY, and their respective parents, subsidiaries, affiliates, directors, officers, employees and agents ("**Authorized Persons"**) to use your name, nickname, voice, biographical information, photograph, and/or other likeness, however captured, for any purpose (including, with limitation, for advertising, sales, promotional and/or other commercial purposes) in any media or format now or hereafter known, worldwide and in perpetuity, without further compensation, authorization or notification to you or anyone on your behalf.

g. *Severability*. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

h. *Non-exclusive*. Services rendered by Contractor shall be a non-exclusive basis; TARRANT COUNTY may hire other recruiters or conduct independent searches for the conduct of TARRANT COUNTY's business in the ordinary course. If TARRANT COUNTY identifies a potential candidates from other sources, it may refer them to Contractor for assessment.

i. *Acceptance of Services and Remedies*. If TARRANT COUNTY determines that a service or deliverable does not conform to or perform in accordance with its reasonable good faith expectations, then TARRANT COUNTY will notify Contractor in writing setting forth the reason or reasons why TARRANT COUNTY believes that such service or deliverable does not conform. If TARRANT COUNTY delivers to Contractor written notice of rejection of a service or deliverable, then Contractor will have 10 days from the date of receipt of a written notice of rejection (or such other period as agreed by the parties) to correct the non-conformities that TARRANT COUNTY identified in the written notice. Notwithstanding the anything to the foregoing, if any service or deliverable fails to pass TARRANT COUNTY acceptance a second time, then TARRANT COUNTY shall have the option to (without limitation of any other rights or remedies available to TARRANT COUNTY): (i) extend Contractor's right to continue attempting to correct the non-conformities for a specified period of time, or (ii) terminate the applicable SOW as it relates to the applicable service or deliverable, with no liability on the part of TARRANT COUNTY to Contractor for any such termination. In addition, TARRANT COUNTY shall have the right to (a) return any rejected deliverables or materials associated with rejected Services and receive a refund of all fees paid

to date for or allocable to such affected items, or (b) retain such non-conforming service or deliverable or materials and pay to Contractor a portion of the fees allocable to such item reasonably reflecting the partial value delivered.

j. *Waiver*. No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.

k. *Entire Agreement*. This Agreement, together with any other documents incorporated herein by reference, represents the complete understanding of the parties hereto with respect to the subject matter contained herein, supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Agreement shall not be modified or amended in any manner except in writing signed by both parties hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.

l. *Counterparts*. This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

m. *Sovereign Immunity*. THIS AGREEMENT IS EXPRESSLY MADE SUBJECT TO TARRANT COUNTY'S SOVEREIGN IMMUNITY, TITLE 5 OF THE TEXAS CIVIL PRACTICES AND REMEDIES CODE, AND ALL APPLICABLE FEDERAL AND STATE LAWS. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT TARRANT COUNTY HAS BY OPERATION OF LAW. NOTHING IN THIS AGREEMENT IS INTENDED TO BENEFIT ANY THIRD PARTY BENEFICIARY.

n. *Form 1295*. You acknowledge and agree that you have fully, accurately, and completely disclosed all interested parties in the Form 1295 electronically filed with the Texas Ethics Commission, at https://www.ethics.state.tx.us/filinginfo/1295/, as required by law, and that the attached signed copy is a full and true copy of said filed form.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this TARRANT COUNTY Services Agreement on the Effective Date.

TARRANT COUNTY
STATE OF TEXAS

_____

Tim O'Hare

County
Judge
Date: _____

TARRANT COUNTY JUVENILE BOARD

_____
Alex Kim

Juvenile Board Chairman

Date: _____

CONTRACTOR: [NULOOK]

By: TONY HERNANDEZ

Name: 

Date: 2/3/2025

SCHEDULE A

Scope of Work

- NuLook: Tony Hernandez

- Remove cove base & electrical plates.
- Blow dust off the ceiling metal crossings.
- Sand & scrape loose paint on ceiling.
- Scrape paint from ceiling and patch spots.
- Prime with kiltz on stained spots in the ceiling.
- Patch cracks & spots in ceiling.
- Prime the ceiling with light gray Mavs color.
- Scrape paint that is peeling around walls.
- Fix & patch spots on walls.
- Prime walls with Plymouth gray Kiltz.
- Scape & sand doors & frames.
- Sand windows to prep for primer.
- Paint doors & windows with black oil base satin paint.
- Paint door & frames with black oil base satin paint.
- Paint celling with Plymouth gray light satin paint.
- Paint crossing with oil base Plymouth light gray.
- Paint the walls with Plymouth gray semigloss paint.
- Paint line in the middle of the wall across of the gym.
- Prime walls inside of men & women's bathroom with Plymouth gray semigloss kiltz.
- Paint walls inside of men & women's bathroom with Plymouth gray semigloss paint.

PROJECT TIMELINE AND VENDORS:
February 2025 Gym Clear / Closed
February 2025 Paint Prep (NuLook)

RESPONSIBILITIES:

- Mavs Foundation
  - Vet and selectvendors to perform scope of work above within designated timeframe, commit to payment of vendors on behalf of Tarrant County
  - Provide maintenance instructions for new equipment and flooring, as well as contacts should maintenance needs occur
- Tarrant County Juvenile Detention Center
  - Enter into no cost Services agreement with vendor completing work identified in scope of work. Tarrant County is not responsible for payment of scope work completed during designated timeframe.
  - Clear Gym
  - Maintain gymnasium following renovations (no requirements of maintenance plan from TARRANT COUNTY)
  - Maintain liability for gym following renovaiton completion

TARRANT COUNTY SERVICES AGREEMENT

This AGREEMENT (this "**Agreement**"), made effective as of February 3, 2025 (the "**Effective Date**"), is by and between **Tarrant County** and the **Tarrant County Juvenile Board (collectively, "TARRANT COUNTY")**, and [NEXCOURT INC. located at [1127 S. Airport Circle Euless, Texas 76040] (collectively "**Contractor**" or "**you**"), and sets forth the terms and conditions whereby you agree to provide certain services to for TARRANT COUNTY. TARRANT COUNTY and Contractor may be referred to collectively as the "**Parties**" or individually as "**Party.**"

For purposes of this Agreement, "Contractor" and "you" shall also include Contractor's subsidiaries and their members (or equivalents), officers, directors, employees, agents, successors, and assigns.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Services**.
    a. TARRANT COUNTY agrees to engage you, and you hereby accept such engagement, as an independent contractor to provide certain services (the "**Services**") described in the applicable statement of work, including any modifications, extensions or renewals thereof (collectively, the "**SOW**") in accordance with the criteria set forth therein and on the terms and conditions set forth in this Agreement. The initial Services to be provided by you are set forth in the SOW attached hereto as Schedule A, which is attached hereto and made a part hereof. SOWs shall be deemed accepted and incorporated into this Agreement only if signed by authorized representatives of the Parties.

    b. TARRANT COUNTY recognizes that, because you are an independent contractor, it will have no control over the manner or means by which you perform the Services.

    c. Schedule B (Vendor Information Security Requirements) is hereby incorporated into this Agreement. In the event of a conflict between the terms that constitute this Agreement, the terms set forth in Schedule B shall control without exception.

2. **Term**.

    This Agreement is effective as of the Effective Date and shall continue until the expiration or termination of all SOWs then in effect, unless earlier terminated in accordance with Section 3 (the "**Term**"). Each SOW shall specify its applicable term, such term including any renewals, extensions, change orders or other alterations to the term of the relevant SOW. In the event of any inconsistency between an SOW and this Agreement, the terms of this Agreement shall control. In the event the Parties enter into additional SOW after expiration or termination of this Agreement and do not enter into a new Service Agreement or other agreement with respect thereto, the terms and provisions of this Agreement will apply to such SOW. If Contractor commences any Services for TARRANT COUNTY during the Term hereof in the absence of a SOW, this Agreement will nevertheless apply unless the Parties agree otherwise in writing signed by both Parties.

3. **Termination**.

    a. *Termination for Breach*. You or TARRANT COUNTY may terminate this Agreement if the other party breaches this Agreement and fails to cure such breach within ten (10) days after receiving notice of such breach. In the event that any of the representations or warranties made by You in this Agreement shall prove to be untrue or inaccurate in any material respect, TARRANT COUNTY will be entitled to terminate this Agreement immediately.In the event

You breach your covenants, representations and warranties made in this Agreement, at TARRANT COUNTY; request, you will issue a public statement absolving TARRANT COUNTY and repairing any perceived harm done to TARRANT COUNTY, if any.

b. *Termination for Bankruptcy*. Either Party may also terminate the Agreement if the other Party: (i) makes an assignment for the benefit of creditors; (ii) is adjudicated bankrupt; (iii) files a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization, arrangement, readjustment of its debts or for any other relief under Title 11 of the United States Code or any successor or other federal or state insolvency law ("**Bankruptcy Law**"); (iv) has filed against it an involuntary petition in bankruptcy or seeking reorganization, arrangement, readjustment of its debts or for any other relief under any Bankruptcy Law, which petition is not discharged within thirty (30) days; (v) has applied for or has permitted the appointment of a receiver or trustee for its assets; or (vi) has dissolved voluntarily or by law.

c. *Contractor's Post-termination Obligations*. Upon expiration or termination of this Agreement for any reason, or at any other time upon TARRANT COUNTY' written request, you shall within five (5) calendar days after such expiration or termination:

i. deliver to TARRANT COUNTY all Work Product (whether complete or incomplete) and all hardware, software, tools, equipment, or other materials provided for your use by TARRANT COUNTY;

ii. deliver to TARRANT COUNTY all tangible documents and materials (and any copies) containing, reflecting, incorporating or based on TARRANT COUNTY Confidential Information;

iii. permanently erase all TARRANT COUNTY Confidential Information from your computer and phone systems; and

iv. certify in writing to TARRANT COUNTY that you have complied with the requirements of this Section.

d. *Surviving Obligations*. The terms and conditions of this Section and Sections 7, 8, 9, 10, 12, and 14 shall survive the expiration or termination of this Agreement.

4. Contractor Responsibilities

a. You shall perform the Services and deliver the deliverables equipment, software, or hardware to TARRANT COUNTY as set forth in a given SOW on a timely basis subject and in accordance with TARRANT COUNTY' reasonable directions from time to time.

b. Unless otherwise set forth in any SOW, you shall furnish, at your own expense, the equipment, supplies, and other materials used to perform the Services. TARRANT COUNTY shall provide you with access to its premises and equipment to the extent necessary for the performance of the Services.

c. You shall deliver to TARRANT COUNTY a duly completed and properly executed IRS Form W-9 or foreign equivalent at the time of executing this Agreement in order to receive any compensation.

5. **Compensation**.

a. *Fee*. You recognize and acknowledge all work performed pursuant to this Agreement for the benefit of TARRANT COUTNY shall be paid for by a third-party and TARRANT COUNTY is under no obligation to remit payment in any form to you for any services performed. You

further recognize and acknowledge you shall have no claim against TARRANT COUNTY for any non-payment for services or work performed under this Agreement.

6. **Relationship of the Parties**.
    a. *Relationship*. You are an independent contractor of TARRANT COUNTY, and this Agreement shall not be construed to create any association, partnership, joint venture, employee, or agency relationship between you and TARRANT COUNTY for any purpose. You have no authority (and shall not hold yourself out as having authority) to bind TARRANT COUNTY and you shall not make any agreements or representations on TARRANT COUNTY's behalf without TARRANT COUNTY's prior written consent.

    b. *No Employee Benefits*. Without limiting anything in this Agreement, you recognize and agree that you are NOT entitled to, and expressly waive all rights (if any) to participate in or be covered by any insurance, disability, retirement, or any fringe benefits or other employee benefit program of TARRANT COUNTY, nor entitled to any benefits for unemployment or workmen's compensation.

    c. *Taxes*. TARRANT COUNTY will not be responsible for withholding or paying any sales tax, income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on your behalf. You shall be responsible for, and shall indemnify TARRANT COUNTY against, all such taxes or contributions, including penalties and interest.

    d. *Assumption of Risk*. You expressly assume all risk of injury (including, without limitation, permanent disability and death) relating to or arising out of their performance of Services, howsoever caused or arising and whether by negligence or otherwise, and accept personal responsibility for the damages following such injury, permanent disability or death. Any persons employed or engaged by you in connection with the performance of the Services shall be your employees or contractors and you shall be fully responsible for them and indemnify TARRANT COUNTY against any claims made by or on behalf of any such employee or contractor.

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such information to you on a non confidential basis having affirmatively represented to you that it is without any obligation of confidentiality or secrecy relating to the information disclosed.

c. *Permitted Disclosures*. Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law, or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation or order. You agree to provide written notice of any such order to an authorized officer of TARRANT COUNTY within twenty-four (24) hours of receiving such order, but in any event, sufficiently in advance of making any disclosure to permitTARRANT COUNTY to contest the order or seek confidentiality protections, as determined in TARRANT COUNTY' sole discretion. Notwithstanding anything in the Agreement to the contrary, you will not be prohibited from disclosing information to the government that is subject to the whistleblower safe harbor and immunity provisions of the Defend Trade Secrets Act of 2016.

d. *Texas Public Information Act*. TARRANT COUNTY advises you that TARRANT COUNTY is a governmental body under Chapter 552 of the Texas Government Code and that certain information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Texas Public Information Act ("TPIA") request. Your trade secrets, certain financial information, and proprietary information may be subject to an exception to disclosure under Chapter 552 of the Texas Government Code, Subchapter C. If a TPIA request is made on TARRANT COUNTY to disclose your information that may be subject to an exception from disclosure, TARRANT COUNTY will (i) promptly notify you of such request for disclosure, and (ii) decline to release such information and file a written request with the Texas Attorney General's office seeking a determination as to whether such information may be withheld.

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b. your entering into this Agreement withTARRANT COUNTY and your performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which you are subject;

c. you have the required skill, experience, and qualifications to perform the Services, you shall perform the Services in a professional and workmanlike manner in accordance with best industry standards for similar services and you shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;

d. you have the required understanding of the relevant laws and regulations of the State of Texas and the federal government of the United States (including privacy laws), whether explicitly

stated in law or stated in public documents generally understood to indicate government policy, necessary to ensure that your performance of the Services will not violate such laws and regulations;

e. you have the required understanding of and competency with the English language and cultural norms necessary to ensure that TARRANT COUNTY brand and reputation is not tarnished as a result of Contractor's actions, negligence, or omissions during the course of the performance of the Services;

f. you shall perform the Services in compliance with all applicable federal, state, and local laws and regulations;

g. TARRANT COUNTY will receive good and valid title to all Work Product, free and clear of all encumbrances and liens of any kind; and

h. all Work Product (i) is and shall be your original work (except for material in the public domain or provided by TARRANT COUNTY); (ii) has not been, and prior to TARRANT COUNTY's publication of it will not be, published or otherwise made publicly available, in whole or in part; and (iii) does not, and use of it will not, infringe or otherwise violate any right of any third party, including any copyright, trademark, patent, trade secret, or other intellectual property right, or any right of publicity or privacy.

i. The Services and deliverables will be in conformity in all material respects with all material requirements or specifications stated in this Agreement and any other written specifications and reasonable requirements provided by TARRANT COUNTY to Contractor; and

j. you will abide by moral and ethical business values in the management and operations of your companies and its affiliates. Where national and other applicable laws and your code of conduct address the same issue, the provision that is the highest workplace standard will apply. Further, where your code of conduct is in contradiction with applicable law, the applicable law will apply.

9. <u>Indemnification</u>. YOU SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS TARRANT COUNTY AND ITS AFFILIATES AND THEIR OWNERS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, ACTIONS, JUDGMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RESULTING FROM:

a. BODILY INJURY, DEATH OF ANY PERSON OR DAMAGE TO REAL OR TANGIBLE, PERSONAL PROPERTY, OR ARISING FROM THE USE, OPERATION AND/OR MAINTENANCE OF THE AIRCRAFT;

b. ANY NEGLIGENT OR MORE CULPABLE ACT OR OMISSION BY CONTRACTOR;

c. ANY INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHTS IN CONTRACTOR'S CONTRIBUTION TO OF THE WORK PRODUCT AND/OR THE SERVICES; AND

d. YOUR BREACH OF ANY REPRESENTATION, WARRANTY, OR OBLIGATION UNDER THIS AGREEMENT.

10. **Other Business Activities**. You retain the right to perform the same or similar type of services for third parties during the Term and you may be engaged or employed in any other business, trade, profession, or other activity which does not place you in a conflict of interest with TARRANT COUNTY or prohibits you from performing the Services in anyway.

11. **Assignment**. You shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without the TARRANT COUNTY' prior written consent, which TARRANT COUNTY may withhold in its sole discretion. Any assignment in violation of the foregoing shall be deemed null and void. TARRANT COUNTY may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the Parties hereto and their respective successors and assigns.

12. **Miscellaneous**.

a. *No Exporting*. You shall not export, directly or indirectly, any technical data acquired from TARRANT COUNTY, or any products utilizing any such data, to any country in violation of any applicable export laws or regulations.

b. *Force Majeure*. In the event of any delay, interruption or diminution of the performance of this Agreement due to any cause beyond TARRANT COUNTY's control, including without limitation, fire, flood, explosion, damage by third parties whether negligently or intentionally caused, power blackout, war, state of national emergency, outbreak, pandemic, act of God, strike, work stoppage, picketing, lockouts, damage or concerted action by any employee or any labor organization, or the laws or actions of any governmental authority, TARRANT COUNTY will not be responsible for any failure to fulfill its obligations under this Agreement.

c. *Notice*. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section.

If to TARRANT COUNTY:	TARRANT COUNTY 100 E. Weatherford St., Fort Worth, TX 76196 Attn: County Judge Tim O'Hare
With a copy to:	
If to Contractor:	NEXCOURT INC. 1127 S. Airport Circle Euless, Texas 76040

d. *Governing Law and Venue*. This Agreement shall be governed by the laws of the state of Texas regardless of the laws that might otherwise govern under applicable Texas principles of conflicts of law. All controversies disputes or claims arising out of or relating Agreementshall be brought in the state courts of Texas in Tarrant County, Texas or the federal courts situated in the Fort Worth Division of the Northern District of Texas.

e. *Compliance with Laws*. In providing the Services required by this Agreement, Contractor 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. Contractor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

f. *Permission to Use Likeness*. You hereby grant full permission to TARRANT COUNTY, and their respective parents, subsidiaries, affiliates, directors, officers, employees and agents ("**Authorized Persons"**) to use your name, nickname, voice, biographical information, photograph, and/or other likeness, however captured, for any purpose (including, with limitation, for advertising, sales, promotional and/or other commercial purposes) in any media or format now or hereafter known, worldwide and in perpetuity, without further compensation, authorization or notification to you or anyone on your behalf.

g. *Severability*. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

h. *Non-exclusive*. Services rendered by Contractor shall be a non-exclusive basis; TARRANT COUNTY may hire other recruiters or conduct independent searches for the conduct of TARRANT COUNTY's business in the ordinary course. If TARRANT COUNTY identifies a potential candidates from other sources, it may refer them to Contractor for assessment.

i. *Acceptance of Services and Remedies*. If TARRANT COUNTY determines that a service or deliverable does not conform to or perform in accordance with its reasonable good faith expectations, then TARRANT COUNTY will notify Contractor in writing setting forth the reason or reasons why TARRANT COUNTY believes that such service or deliverable does not conform. If TARRANT COUNTY delivers to Contractor written notice of rejection of a service or deliverable, then Contractor will have 10 days from the date of receipt of a written notice of rejection (or such other period as agreed by the parties) to correct the non-conformities that TARRANT COUNTY identified in the written notice. Notwithstanding the anything to the foregoing, if any service or deliverable fails to pass TARRANT COUNTY acceptance a second time, then TARRANT COUNTY shall have the option to (without limitation of any other rights or remedies available to TARRANT COUNTY): (i) extend Contractor's right to continue attempting to correct the non-conformities for a specified period of time, or (ii) terminate the applicable SOW as it relates to the applicable service or deliverable, with no liability on the part of TARRANT COUNTY to Contractor for any such termination. In addition, TARRANT COUNTY shall have the right to (a) return any rejected

deliverables or materials associated with rejected Services and receive a refund of all fees paid to date for or allocable to such affected items, or (b) retain such non-conforming service or deliverable or materials and pay to Contractor a portion of the fees allocable to such item reasonably reflecting the partial value delivered.

j. *Waiver.* No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.

k. *Entire Agreement*. This Agreement, together with any other documents incorporated herein by reference, represents the complete understanding of the parties hereto with respect to the subject matter contained herein, supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Agreement shall not be modified or amended in any manner except in writing signed by both parties hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.

l. *Counterparts*. This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

m. *Sovereign Immunity*. THIS AGREEMENT IS EXPRESSLY MADE SUBJECT TO TARRANT COUNTY'S SOVEREIGN IMMUNITY, TITLE 5 OF THE TEXAS CIVIL PRACTICES AND REMEDIES CODE, AND ALL APPLICABLE FEDERAL AND STATE LAWS. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT TARRANT COUNTY HAS BY OPERATION OF LAW. NOTHING IN THIS AGREEMENT IS INTENDED TO BENEFIT ANY THIRD PARTY BENEFICIARY.

n. *Form 1295*. You acknowledge and agree that you have fully, accurately, and completely disclosed all interested parties in the Form 1295 electronically filed with the Texas Ethics Commission, at https://www.ethics.state.tx.us/filinginfo/1295/, as required by law, and that the attached signed copy is a full and true copy of said filed form.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this TARRANT COUNTY Services Agreement on the Effective Date.

TARRANT COUNTY
STATE OF TEXAS

_____

Tim O'Hare

County
Judge
Date: _____

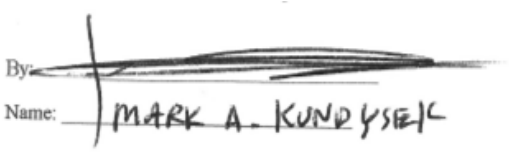
TARRANT COUNTY JUVENILE BOARD

_____
Alex Kim

Juvenile Board Chairman

Date: _____

CONTRACTOR: [NEXCOURT INC.]



Date:2/3/25

SCHEDULE A

Scope of Work

SCOPE OF WORK:

- NexCourt Inc.:
  - Removal of current backboards and rims
  - (2) New backboards and rims installed
    - 48" tempered glass backboards replaced on existing structures
  - Safety pad installation walls behind goals
    - (18) Total Wall Pads, (9) at each goal (2' wide by 6' tall)

PROJECT TIMELINE AND VENDORS:

February 2025 Gym Clear / Closed
March-April 2025 Equipment Installation

RESPONSIBILITIES:

- Mavs Foundation
  - Vet and selectvendors to perform scope of work above within designated timeframe, commit to payment of vendors on behalf of Tarrant County
  - Provide maintenance instructions for new equipment and flooring, as well as contacts should maintenance needs occur
- Tarrant County Juvenile Detention Center
  - Enter into no cost Services agreement with vendor completing work identified in scope of work. Tarrant County is not responsible for payment of scope work completed during designated timeframe.
  - Clear Gym
  - Maintain gymnasium following renovations (no requirements of maintenance plan from TARRANT COUNTY)
  - Maintain liability for gym following renovaiton completion

TARRANT COUNTY SERVICES AGREEMENT

This AGREEMENT (this "**Agreement**"), made effective as of January, 2025 (the "**Effective Date**"), is by and between **Tarrant County** and the **Tarrant County Juvenile Board (collectively, "TARRANT COUNTY")**, and [MAVS FOUNDATION located at [1333 N. STEMMONS FWY. STE. 105 DALLAS, TX 75201](referred to as "**Payor**"and sets forth the terms and conditions whereby payor agree to provide payment of certain services to for TARRANT COUNTY. TARRANT COUNTY and MAVS FOUNDATION may be referred to collectively as the "**Parties**" or individually as "**Party.**"

For purposes of this Agreement, "Payor" shall also include Payor's subsidiaries and their members (or equivalents), officers, directors, employees, agents, successors, and assigns.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Payment of Services**.
    a. TARRANT COUNTY agrees to engage payor, and payor hereby accept such engagement, as an independent payor to provide make payment of certain services (the "**Services**") described in the applicable statement of work, including any modifications, extensions or renewals thereof (collectively, the "**SOW**") in accordance with the criteria set forth therein and on the terms and conditions set forth in this Agreement. The initial Services to be paid for provided by approved contractors are set forth in the SOW attached hereto as Schedule A, which is attached hereto and made a part hereof. SOWs shall be deemed accepted and incorporated into this Agreement only if signed by authorized representatives of the Parties.

    b. TARRANT COUNTY recognizes that, because payor is an independent payor, it will have no control over the manner or means by which payor makes payment of services.

2. **Term**.

    This Agreement is effective as of the Effective Date and shall continue until the expiration or termination of all SOWs then in effect, unless earlier terminated in accordance with Section 3 (the "**Term**"). Each SOW shall specify its applicable term, such term including any renewals, extensions, change orders or other alterations to the term of the relevant SOW. In the event of any inconsistency between an SOW and this Agreement, the terms of this Agreement shall control. In the event the Parties enter into additional SOW after expiration or termination of this Agreement and do not enter into a new Service Agreement or other agreement with respect thereto, the terms and provisions of this Agreement will apply to such SOW. If Payor commences any Services for TARRANT COUNTY during the Term hereof in the absence of a SOW, this Agreement will nevertheless apply unless the Parties agree otherwise in writing signed by both Parties.

3. **Termination**.

    a. *Termination for Bankruptcy*. Either Party may also terminate the Agreement if the other Party: (i) makes an assignment for the benefit of creditors; (ii) is adjudicated bankrupt; (iii) files a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization, arrangement, readjustment of its debts or for any other relief under Title 11 of the United States Code or any successor or other federal or state insolvency law ("**Bankruptcy Law**"); (iv) has filed against it an involuntary petition in bankruptcy or seeking reorganization, arrangement, readjustment of its debts or for any other relief under any Bankruptcy Law, which petition is not discharged within thirty (30) days; (v) has applied for or has permitted

the appointment of a receiver or trustee for its assets; or (vi) has dissolved voluntarily or by law.

b. *Payor's Post-termination Obligations*. Upon expiration or termination of this Agreement for any reason, or at any other time upon TARRANT COUNTY' written request, payor shall within five (5) calendar days after such expiration or termination:

i. deliver to TARRANT COUNTY all Work Product (whether complete or incomplete) and all hardware, software, tools, equipment, or other materials provided for payorr use by TARRANT COUNTY;

ii. deliver to TARRANT COUNTY all tangible documents and materials (and any copies) containing, reflecting, incorporating or based on TARRANT COUNTY Confidential Information;

iii. permanently erase all TARRANT COUNTY Confidential Information from payorr computer and phone systems; and

iv. certify in writing to TARRANT COUNTY that payor have complied with the requirements of this Section.

c. *Surviving Obligations*. The terms and conditions of this Section and Sections 7, 8, 9, 10, 12, and 14 shall survive the expiration or termination of this Agreement.

4. Payor Responsibilities

a. Payor shall make payment for the agreed Services and confirm contractor deliverables equipment, software, or hardware to TARRANT COUNTY as set forth in a given SOW on a timely basis subject and in accordance with TARRANT COUNTY' reasonable directions from time to time.

5. **Relationship of the Parties**.

a. *Relationship*. Payor is an independent payor of TARRANT COUNTY, and this Agreement shall not be construed to create any association, partnership, joint venture, employee, or agency relationship between payor and TARRANT COUNTY for any purpose. Payor have no authority (and shall not hold payor out as having authority) to bind TARRANT COUNTY and payor shall not make any agreements or representations on TARRANT COUNTY's behalf without TARRANT COUNTY's prior written consent.

b. *Taxes*. TARRANT COUNTY will not be responsible for withholding or paying any sales tax, income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on payor behalf. Payor shall be responsible for, and shall indemnify TARRANT COUNTY against, all such taxes or contributions, including penalties and interest.

6. **Representations and Warranties**. Payor hereby represent and warrant to TARRANT COUNTY that:

a. payor have the right to enter into this Agreement, to grant the rights granted herein and to perform fully all of payor obligations in this Agreement;

b. payor entering into this Agreement with TARRANT COUNTY and payor payment of the Services do not and will not conflict with or result in any breach or default under any other agreement to which payor are subject;

c. payor have the sufficient funds and resources required to make payment in a timely and reliable manner;

d. payor have the required understanding of the relevant laws and regulations of the State of Texas and the federal government of the United States (including privacy laws), whether explicitly stated in law or stated in public documents generally understood to indicate government policy, necessary to ensure that payor performance of the Services will not violate such laws and regulations;

7. **Assignment**. Payor shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without the TARRANT COUNTY' prior written consent, which TARRANT COUNTY may withhold in its sole discretion. Any assignment in violation of the foregoing shall be deemed null and void. TARRANT COUNTY may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the Parties hereto and their respective successors and assigns.

8. **Miscellaneous**.

a. *Force Majeure*. In the event of any delay, interruption or diminution of the performance of this Agreement due to any cause beyond TARRANT COUNTY's control, including without limitation, fire, flood, explosion, damage by third parties whether negligently or intentionally caused, power blackout, war, state of national emergency, outbreak, pandemic, act of God, strike, work stoppage, picketing, lockouts, damage or concerted action by any employee or any labor organization, or the laws or actions of any governmental authority, TARRANT COUNTY will not be responsible for any failure to fulfill its obligations under this Agreement.

b. *Notice*. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section.

If to TARRANT COUNTY:	TARRANT COUNTY 100 E. Weatherford St., Fort Worth, TX 76196 Attn: County Judge Tim O'Hare
With a copy to:	
If to Payor:	MAVS FOUNDATION 1333 N. Stemmons Fwy. Ste. 105 Dallas, TX 75201

c. *Governing Law and Venue*. This Agreement shall be governed by the laws of the state of Texas regardless of the laws that might otherwise govern under applicable Texas principles of conflicts of law. All controversies disputes or claims arising out of or relating to this Agreementshall be brought in the state courts of Texas in Tarrant County, Texas or the federal courts situated in the Fort Worth Division of the Northern District of Texas.

d. *Compliance with Laws*. In providing the Services required by this Agreement, Payor 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. Payor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

e. *Permission to Use Likeness*. Payor hereby grant full permission to TARRANT COUNTY, and their respective parents, subsidiaries, affiliates, directors, officers, employees and agents ("**Authorized Persons"**) to use payor name, nickname, voice, biographical information, photograph, and/or other likeness, however captured, for any purpose (including, with limitation, for advertising, sales, promotional and/or other commercial purposes) in any media or format now or hereafter known, worldwide and in perpetuity, without further compensation, authorization or notification to payor or anyone on payor behalf.

f. *Severability*. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

g. *Acceptance of Services and Remedies*. If TARRANT COUNTY determines that a service or deliverable does not conform to or perform in accordance with its reasonable good faith expectations, then TARRANT COUNTY will notify Payor in writing setting forth the reason or reasons why TARRANT COUNTY believes that such service or deliverable does not conform If TARRANT COUNTY delivers to Payor written notice of rejection of a service or deliverable, then Payor will have 10 days from the date of receipt of a written notice of rejection (or such other period as agreed by the parties) to correct the non-conformities that TARRANT COUNTY identified in the written notice. Notwithstanding the anything to the foregoing, if any service or deliverable fails to pass TARRANT COUNTY acceptance a second time, then TARRANT COUNTY shall have the option to (without limitation of any other rights or remedies available to TARRANT COUNTY): (i) extend Payor's right to engage with third party contractors to continue attempting to correct the non-conformities for a specified period of time, or (ii) terminate the applicable SOW as it relates to the applicable service or deliverable, with no liability on the part of TARRANT COUNTY to contractor for any such termination.

h. *Waiver.* No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.

i. *Entire Agreement*. This Agreement, together with any other documents incorporated herein by reference, represents the complete understanding of the parties hereto with respect to the

subject matter contained herein, supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Agreement shall not be modified or amended in any manner except in writing signed by both parties hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.

j. *Counterparts*. This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

k. *Sovereign Immunity*. THIS AGREEMENT IS EXPRESSLY MADE SUBJECT TO TARRANT COUNTY'S SOVEREIGN IMMUNITY, TITLE 5 OF THE TEXAS CIVIL PRACTICES AND REMEDIES CODE, AND ALL APPLICABLE FEDERAL AND STATE LAWS. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT TARRANT COUNTY HAS BY OPERATION OF LAW. NOTHING IN THIS AGREEMENT IS INTENDED TO BENEFIT ANY THIRD PARTY BENEFICIARY.

l. *Form 1295*. Payor acknowledge and agree that payor have fully, accurately, and completely disclosed all interested parties in the Form 1295 electronically filed with the Texas Ethics Commission, at https://www.ethics.state.tx.us/filinginfo/1295/, as required by law, and that the attached signed copy is a full and true copy of said filed form.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this TARRANT COUNTY Services Agreement on the Effective Date.

TARRANT COUNTY
STATE OF TEXAS

_____

Tim O'Hare

County
Judge
Date: _____

TARRANT COUNTY JUVENILE BOARD

_____
Alex Kim

Juvenile Board Chairman

Date: _____

PAYOR: [MAVS FOUNDATION]

By: Dallas Mavericks, Mavs Foundation

Name: Hannah Turner

Date: 1/15/2025

Recoverable Signature

X _____

Hannah Turner
Executive Director, Mavs Foundation
Signed by: 995207e7-afac-4e99-851e-40b60fb1cd03

SCHEDULE A

Scope of Work

FULL SCOPE OF WORK AND CONFIRMED VENDORS: (all selected vendors have accepted services agreement between contractor and TARRANT COUNTY)

- Removal of current backboards and rims - NexCourt
- (2) New backboards and rims installed - NexCourt
- Safety pad installation on (2) walls behind goals - NexCourt
- Hardwood Court Refinish and Logo/Line Paint - Trinity Floors
- Hardwood Court Repairs - Trinity Floors
- Wall and Trim Paint - NuLook Contracting
- Cove Base Installation - NuLook Contracting
- Reinstall Water Fountain - NuLook Contracting

PROJECT TIMELINE AND VENDORS:

Vendors approved for work upon approval of contract by TARRANT COUNTY AND TARRANT COUNTY JUVENILE BOARD. Work expected to take place for 6-8 weeks following start of services.

RESPONSIBILITIES:

- Mavs Foundation
  - Vet and select vendors to perform scope of work above within designated timeframe, commit to payment of vendors on behalf of Tarrant County
  - Provide maintenance instructions for new equipment and flooring, as well as contacts should maintenance needs occur
- Tarrant County Juvenile Detention Center
  - Enter into no cost Services agreement with vendor completing work identified in scope of work. Tarrant County is not responsible for payment of scope work completed during designated timeframe.
  - Clear Gym
  - Maintain gymnasium following renovations (no requirements of maintenance plan from TARRANT COUNTY)
  - Maintain liability for gym following renovation completion