

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

AGREEMENT

WHEREAS, **STEM It Up Sports** is a non-profit organization that strives to provide a STEM experience using robotic engagement with an established and accredited curriculum for the students of Tarrant County, Texas;

WHEREAS, the Tarrant County Commissioners Court hereby finds that the program provided by **STEM It Up Sports** benefits the residents of Tarrant County, Texas, and hereby declares that this **Agreement** is one of a professional service; and

NOW, THEREFORE, this **Agreement** is made and entered into this 7^h day of May, 2024, by and between **STEM It Up Sports** acting by and through its duly authorized agent, and **TARRANT COUNTY, TEXAS ("COUNTY")**, acting by and through its County Judge.

STEM It Up Sports and the **COUNTY** agree as follows:

1. **STEM It Up Sports** agrees to provide classes during the STEM ROBOTICS Summer Camp that expose youth to the different fields in STEM with the incorporation of technology and other valuable life skills for the benefit of the residents of Tarrant County, Texas.
2. **COUNTY**, for and in consideration of the services provided, agrees to pay to **STEM It Up Sports** lump sum payment of \$3,500.00 for services rendered to the residents of Tarrant County, Texas for the fiscal year beginning October 1, 2023 and ending September 30, 2024.
3. **TO THE EXTENT ALLOWED BY TEXAS LAW, STEM It Up Sports HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, OFFICIALS, AND EMPLOYEES FROM ANY LOSS, DAMAGE, INJURY OR CLAIM ARISING FROM THE NEGLIGENT OPERATION OF ITS PROGRAM. SAID INDEMNIFICATION WILL INCLUDE, BUT NOT BE LIMITED TO, ALL AMOUNTS OF ALL CLAIMS, ATTORNEYS' FEES, AND COSTS OF COURT.**
4. Nothing contained in this **Agreement** shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, partnership, joint enterprise, common enterprise, joint venture, joint owners, or joint tenants between the parties. The parties hereby declare and acknowledge that the relationship existing is one of independent contractor. This **Agreement** does not and shall not be construed to entitle either party or any of their respective employees or officials, if applicable, to any benefit, privilege or other amenities of employment from the other party.

5. This **Agreement** shall not be interpreted to inure to the benefit of a third party not a party to this **Agreement**. This **Agreement** may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this **Agreement**, party's agent, or party's employee, otherwise provided by law.
6. The parties to this **Agreement** will not sell, assign, transfer or convey any benefits or obligations of this **Agreement** in whole or part without the prior written consent of both parties.
7. If any one or more of the provisions contained in this **Agreement**, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this **Agreement**.
8. This **Agreement** constitutes the entire agreement between the parties, and any and all prior negotiations are merged into this **Agreement**. Any amendment, change, or addition to this **Agreement** shall be made only in writing and signed by both parties.
9. This **Agreement** will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising from this **Agreement** will be in Tarrant County, Texas, as to state court actions, and the United States District Court for the Northern District of Texas – Fort Worth Division, as to federal court actions.
10. In providing the services required by this **Agreement**, **STEM It Up Sports** 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. **STEM It Up Sports** shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.
11. **STEM It Up Sports** agrees to provide **COUNTY** all records relating to the programs performed by **STEM It Up Sports** upon written request of **COUNTY** and to provide a final report detailing the manner in which such funds are expended and the program details of its services.
12. **STEM It Up Sports** shall not use the aforementioned lump sum payment of \$3,500.00 by **COUNTY** for the purpose of higher education scholarships or any other forms of monetary payment to an institute of higher education, including payments to an organization or foundation with the purpose of providing funding for higher education scholarships.
13. **STEM It Up Sports** must submit to **COUNTY** a final report as to the program outcomes achieved within sixty (60) days of the end of the requested funding year (by November 30, 2024) by providing the following:
- (a) a program update on all outcomes accomplished and client populations served; and,
 - (b) an accounting of all expenditures of **COUNTY** funds (salary, rent, training, etc.). *Any funds not used for the specified purposes or not used within the time limits specified in this contract are subject to be returned to **COUNTY**.*

14. Until receipt of this final report by **COUNTY**, all subsequent funding will be held in abeyance.

15. **STEM It Up Sports** acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit A, with the Texas Ethics Commission as required by law.

SIGNED AND EXECUTED this _____ day of _____, 2024.

Dr. Tonjia Grimble
CEO, STEM It Up Sports

**COUNTY OF TARRANT
STATE OF TEXAS**

Tim O'Hare
County Judge

APPROVED AS TO FORM:

CERTIFICATION OF AVAILABLE FUNDS:
\$3,500

Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.