

THE STATE OF TEXAS   §  
  §  
COUNTY OF TARRANT   §

**AGREEMENT**

WHEREAS, **ARTS COUNCIL NORTHEAST**, as a cooperative effort of various arts councils serving the citizens of Tarrant County, hereby agrees and undertakes to provide and to enhance the services provided by these various groups; and

WHEREAS, the Commissioners Court hereby finds that the various programs and functions to be served in **TARRANT COUNTY** are a benefit to the citizens of **TARRANT COUNTY** by providing a resource for preservation of the cultural history of **TARRANT COUNTY**; and

NOW, THEREFORE, this **Agreement** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **ARTS COUNCIL NORTHEAST (“ARTS COUNCIL NE”)**, acting by and through its duly authorized agent, and **TARRANT COUNTY, TEXAS (“COUNTY”)**, acting by and through its County Judge.

**ARTS COUNCIL NE** and the **COUNTY** agree as follows:

1. **ARTS COUNCIL NE** agrees to provide its services to the citizens of Tarrant County.
2. **COUNTY**, for and in consideration of the services provided, agrees to pay to **ARTS COUNCIL NE** a lump sum payment of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) 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, ARTS COUNCIL NE 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, as to federal court actions.

10. In providing the services required by this **Agreement**, **ARTS COUNCIL NE** 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. **ARTS COUNCIL NE** shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

11. **ARTS COUNCIL NE** agrees to provide **COUNTY** all records relating to the programs performed by **ARTS COUNCIL NE** 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. **ARTS COUNCIL NE** 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**.*

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

13. **ARTS COUNCIL NE** verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017.

14. **ARTS COUNCIL NE** 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.

  
\_\_\_\_\_  
**AUTHORIZED AGENT  
ARTS COUNCIL NORTHEAST**

**COUNTY OF TARRANT  
STATE OF TEXAS**

\_\_\_\_\_  
**Tim O'Hare  
County Judge**

**APPROVED AS TO FORM:**

**CERTIFICATION OF  
AVAILABLE FUNDS: \$5,000.00**

\_\_\_\_\_  
**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.**

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Arts Council Northeast / ArtsNET  
Bedford, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Tarrant County Texas

## OFFICE USE ONLY CERTIFICATION OF FILING

**Certificate Number:**  
2023-1087139

**Date Filed:**  
10/24/2023

**Date Acknowledged:**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

FY 2023 Contract  
Arts Related Program

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**



## 6 UNSWORN DECLARATION

My name is Nansii Downer, and my date of birth is Feb. 4, 1954.

My address is 6521 Harmonson Rd. North Richland Hills TX 76180 Tarrant  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 24th day of October, 2023.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



October 21, 2023

Tarrant County Commissioners  
G. K. Maenus  
County Administrator  
100 E. Weatherford St  
Ft. Worth, TX 76196-0609

Re: Arts Council Northeast Grant 2023 Evaluation

To Whom It May Concern:

On behalf of the Arts Council Northeast (ArtsNET) Board and Staff, thank you for your generous support of ArtsNET programs in 2022 -2023. ArtsNET continues to evolve as a non-profit source of community engagement, arts, and education, collaborating with area art enthusiasts and cultural entities. The Board has addressed new challenges while prioritizing arts classes, MasterWorks music programs, and fundraising activities as goals.

Our spectacular Shining Stars Luncheon held in Spring 2023 was a great success. This event allowed ArtsNET to salute many wonderful volunteers from community organizations that serve the NE Tarrant County and surrounding areas. ArtsNET's MasterWorks music series continues to be a massive motivator among our neighbors, as they filled the hillside of the concert outdoor locations, enjoying fun, fellowship, and fantastic music. Our musical presentations are already in the planning for the next year, 2024. This past concert series, 2022 – 2023, was hosted by local cities, including Hurst, Roanoke, Saginaw, Southlake, and Watauga. The list is already growing, with planning meetings scheduled with the cities of Bedford, Haltom City, and North Richland Hills.

Art on Wheels Program (AOW) continues to provide a creative outlet for seniors and young adults 18 and older with limited mobility due to health issues and/or transportation challenges. ArtsNET continues to partner with SNAP (Special Needs Assistance Partners) and The Clubhouse for Special Needs, satisfying the need for connection and social interaction. We were able to bring AOW classes to the NE Mall during the summer and have a program in place for the upcoming Christmas season, with more on the horizon.

The lives of many kids, seniors and disabled individuals were enriched through your support of ArtsNET and our programs. Thanks to you and your organization's support of the arts, these cultural opportunities for our children will flourish. We hope to continue to count on your support in the years to come.

Sincerely,

Nansii Downer  
President

P.O. Box 210816, Bedford, TX 76095

[www.theartsnet.org](http://www.theartsnet.org)