

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

AGREEMENT

WHEREAS, **ARTS COUNCIL OF FORT WORTH AND TARRANT COUNTY**, 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 OF FORT WORTH AND TARRANT COUNTY ("ARTS COUNCIL")**, acting by and through its duly authorized agent, and **TARRANT COUNTY, TEXAS ("COUNTY")**, acting by and through its County Judge.

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

1. **ARTS COUNCIL** 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** 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 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** 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** 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** agrees to provide **COUNTY** all records relating to the programs performed by **ARTS COUNCIL** 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** 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** 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** 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 OF FORT WORTH AND
TARRANT COUNTY**

**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.

OFFICE USE ONLY CERTIFICATION OF FILING

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

Arts Council of Fort Worth and Tarrant County, Inc
Fort Worth, TX United States

Certificate Number:
2023-1087264

Date Filed:
10/24/2023

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

Tarrant County

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 2024

FY2024 Public Service Contract funding to support local art organizations and foster community engagement through the visual, performing and literary arts.

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.



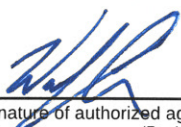
6 UNSWORN DECLARATION

My name is Wesley Gentle, and my date of birth is 08/01/1989.

My address is 3248 W 7th St Apt 550 Fert Worth TX 76107 USA.
(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 10 day of November, 20 23.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

ARTS FORT WORTH

Board of Directors

Megan Henderson, *Chair*

Lauren East

Steve Gordon

Robert L. Jameson

Dusty Lewis

Whitney McLean

Lisa Powers Miller

Steven Montgomery

Blake Moorman

Tania Castillo-Queppet

Sabrina Romero-Wilson

Shanna Saldaña

Jessica Sangsvang

Carter Shackelford

Katherine Barr Smith

Grant Summers

Dawn Taft

Glenda Thompson

Estrus Tucker

Alysa Dennett

Ex Officio

James Talambas

November 7, 2023

G. K. Maenius

Tarrant County Administrator

100 E Weatherford Street, Ste 404

Fort Worth, TX 76102

Dear Mr. Maenius:

We are grateful for the continued commitment made by Tarrant County to support the arts through funds awarded to Arts Fort Worth as of last May. The \$5,000 awarded by the County for distribution in Fiscal Year 2022-2023 was applied to the funding of one or more of the grants approved by the Board of Directors of the Arts Fort Worth, as found at www.artsfortworth.org/who-we-fund.

The arts sector is still recovering, however, each year we are moving closer to pre-pandemic levels in attendance and programming. Tarrant County funding reached 1,039,081 individuals in person last year, 67,307 virtual program participants, and 22,755,232 views of online presentations, with 44% of all programming offered free to the public.

Arts Fort Worth also continued its partnership with Visit Fort Worth and the Tourism Public Improvement District, distributing \$413,013 to support the marketing efforts of 11 cultural organizations. Exciting changes are occurring to the TPID grant in FY24. Now individual artists and arts groups working towards 501 (c)(3) standing can apply for this grant. Those with budgets under \$1 million annually must be able to verify a minimum of 30 hotel room nights rather than 100.

Also, Arts Fort Worth completed 7 public art projects while conserving a growing collection of over 150 public pieces for the City of Fort Worth. Arts Fort Worth carried on the management of the Arts Center which offers two theatres, eight gallery spaces, and is home to numerous artists and arts organizations. Our galleries and programs prioritize artists, especially emerging and mid-career artists, helping them build careers in Fort Worth and centering the city as a thriving cultural center.

On behalf of the arts organizations supported by Arts Fort Worth grants and our amazing arts community, thank you for your investment in Arts Fort Worth, and your belief that art happens together.

Sincerely,



Wesley Gentle

Executive Director & President

cc: mpsouth@tarrantcounty.com