

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

AGREEMENT

WHEREAS, **DOWNTOWN FORT WORTH, INC.** is a Texas non-profit corporation under separate contract with the City of Fort Worth ("City") to provide public space management to the downtown area over and above those provided by the City, and specifically with regard to overseeing the implementation of Public Improvement District No. 1 ("PID");

WHEREAS, the PID functions also involve general security, including mounted and bike patrol, that benefits Tarrant County, and said security programs make the PID safer by making police officers more visible, in touch with street activity, and more approachable as they travel at pedestrian speeds and interact with the public;

WHEREAS, the PID works with the Day Resource Center for the Homeless for outreach services in downtown and businesses, merchants, agencies, and others that encounter homeless people in distress or who are otherwise in need of interdiction are able to call and request a Day Resource Center social worker to come and assess the situation and coordinate any needed action;

WHEREAS, pursuant to §81.027 of the Texas Local Government Code, the Tarrant County Commissioners Court may provide for the support of paupers and residents of Tarrant County who are unable to support themselves;

WHEREAS, The Tarrant County Commissioners Court hereby finds that the programs and efforts of **DOWNTOWN FORT WORTH, INC.** relating to the PID benefit the citizens of Tarrant County; and

NOW, THEREFORE, this **Agreement** is made and entered into this ____ day of _____, 2024, by and between **DOWNTOWN FORT WORTH, INC.**, acting by and through its duly authorized agent, and **TARRANT COUNTY, TEXAS ("COUNTY")**, acting by and through its County Judge.

DOWNTOWN FORT WORTH, INC. and the **COUNTY** agree as follows:

1. **DOWNTOWN FORT WORTH, INC.** agrees to provide such services to the citizens of Tarrant County.
2. **COUNTY**, for and in consideration of the services provided, agrees to pay to **DOWNTOWN FORT WORTH, INC.** a lump sum payment of FORTY-NINE THOUSAND AND NO/100 DOLLARS (\$49,000.00) 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, DOWNTOWN FORT WORTH, INC. 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**, **DOWNTOWN FORT WORTH, INC.** 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. **DOWNTOWN FORT WORTH, INC.** shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

11. **DOWNTOWN FORT WORTH, INC.** agrees to provide **COUNTY** all records relating to the programs performed by **DOWNTOWN FORT WORTH, INC.** 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. **DOWNTOWN FORT WORTH, INC.** 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. **DOWNTOWN FORT WORTH, INC.** 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. **DOWNTOWN FORT WORTH, INC.** 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
DOWNTOWN FORT WORTH, INC.

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare
County Judge

APPROVED AS TO FORM:

**CERTIFICATION OF
AVAILABLE FUNDS: \$49,000.00**

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.



November 28, 2023

Chandler Merritt, County Administrator
Tarrant County Administration Building
100 E. Weatherford Street
Fort Worth, Texas 76102

Dear Chandler:

As required by our agreement, DFWI is pleased to provide this report to the Tarrant County Commissioner's court regarding the use of the \$49,000 grant to the Downtown Public Improvement District to help address homelessness issues in downtown. 100% of the 2022-23 fiscal year funding was used to contract with Block by Block (Ambassador Program subcontractor) to provide homeless outreach services in downtown, at the Fort Worth Public Library and around county facilities. In addition to their outreach efforts, this year, the Outreach Coordinator, working in conjunction with the other Ambassadors, identified the most frequently encountered homeless people in downtown and worked on their needs with a heightened degree of focus.

The Outreach Coordinator, Paul Andrade, received specific training in outreach work and strategic case-level management tactics. Our Coordinator (once homeless himself) works 40 full-time hours – sometimes at night and on the weekends – engaging individuals experiencing homelessness. This requires relationship building, gaining trust and rapport with a challenging population. While this relationship building is being done, he is assessing their individual needs and formulating an approach to ending their homelessness given the community resources available. During the last fiscal year, our coordinator had 2,063 outreach interactions (health and welfare checks, reports upon progress in services/processes and situational follow-ups) with individuals experiencing homelessness. In addition to these interactions, 154 referrals were made to local agencies, services and faith-based organizations providing housing. In total, Ambassadors responded to 112 businesses to assist in addressing homelessness related issues which included aggressive panhandling, public consumption, anti-social behavior and health related concerns. Observed illegal camping and sleeping in public were reported and addressed in concert with the Fort Worth Police Department's HOPE Unit.

In addition to the Outreach Coordinator's presence in downtown, businesses, local governments, merchants, agencies and others that encounter homeless people in distress or otherwise in need of interdiction can call Paul Andrade at (817) 484-3723 and request an evaluation of the situation

and organize any needed action Monday through Sunday 7am-12am. This PID program helps link Downtown stakeholders directly with people well versed in addressing homelessness matters.

Downtown Fort Worth, Inc. appreciates the County Commissioners' continued commitment to helping address this important issue.

Sincerely,



Andy Taft

cc: Michael Bennett, Chairman of the Board

cc: Larry Auth, Chairman, PID # 1 Advisory Board