

STATE OF TEXAS § SERVICES AGREEMENT BETWEEN
§ TARRANT COUNTY AND
TARRANT COUNTY § DOWNTOWN FORT WORTH INITIATIVES, INC.

This Agreement is between Tarrant County, Texas ("COUNTY"), and Downtown Fort Worth Initiatives, Inc. ("DFWII").

WHEREAS, Texas A&M University (TAMU) has announced their intention to expand their campus and educational focus in Fort Worth and Tarrant County; and

WHEREAS, TAMU is evaluating the educational disciplines, research opportunities and industry collaborations that would be most beneficial to both the University and our region; and

WHEREAS, DFWII is leading the effort to engage U3 Advisors on the next round of in-depth local needs assessment for TAMU; and

WHEREAS, this needs assessment will focus on transportation and mobility, health science/bio-tech, energy, emerging businesses, aerospace and defense, agri-life; and

WHEREAS, these expanded educational opportunities, research and University engagement will benefit businesses and residents in Tarrant County; and

WHEREAS, the Tarrant County Commissioners Court is supportive of these expanded programs and recognizes the need to integrate Tarrant County industry needs into the TAMU planning process; and

WHEREAS, Tarrant County officials will be engaged in the needs assessment process conducted by U3 Advisors; and

WHEREAS, the COUNTY is willing to assist in the costs related to this needs assessment and planning study by matching the \$25,000.00 contributions made by the City of Fort Worth and the North Texas Community Foundation; and

WHEREAS, the Commissioners Court of the COUNTY and DFWII make the following findings:

- a. This Agreement serves the common interests of both parties.
- b. This Agreement will benefit the public.
- c. The contributions fairly distribute costs and compensates all parties to this Agreement and the COUNTY contribution will be available from current funds of the COUNTY.
- d. DFWII and the COUNTY have authorized their representative to sign this Agreement.

NOW, THEREFORE, the COUNTY and the DFWII agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

As a co-sponsor of the U3 study, the COUNTY will contribute \$25,000.00 to DFWII to disseminate for payment of the study.

2. DFWII RESPONSIBILITY

DFWII will oversee the effort to engage U3 Advisors on the next round of in-depth local needs assessment for TAMU. DFWII will collect and distribute contributions made by the COUNTY, the City of Fort Worth, the North Texas Community Foundation, and other sources as payment toward services rendered by U3 Advisors.

3. NOWAIVER OF IMMUNITY

This Agreement does not waive COUNTY rights under a legal theory of sovereign immunity.

4. TIME PERIOD FOR COMPLETION

DFWII will contract for the assessment study and will provide the executed contract to the COUNTY along with the invoice for payment of COUNTY contribution when these services are contracted. Completion of the study is anticipated for May 2022, but shall occur no later than September 30, 2022.

5. THIRD PARTY

This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract 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 contract, party's agent, nor party's employee, otherwise provided by law.

6. JOINT VENTURE & AGENCY

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

7. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

8. TERMINATION OF AGREEMENT

This Agreement will automatically terminate upon completion of the needs assessment study or September 30, 2022, whichever date occurs first. This Agreement may be renewed prior to its expiration upon the mutual consent of the parties in writing. Either Party may terminate this Agreement prior to notice to proceed date by providing the other Party with thirty (30) days prior written notice of termination.

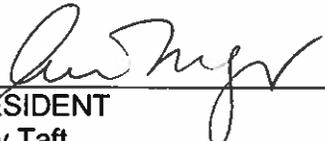
9. 1295 Compliance

DFWII acknowledges that it has fully, accurately, and completely disclosed all interested parties in the Form 1295 electronically filed with the Texas Ethics Commission as required by law, and that the attached signed copy attached hereto is a full and true copy of said filed form.

TARRANT COUNTY, TX

**DOWNTOWN FORT WORTH
INITIATIVES, INC.**

COUNTY JUDGE
B. Glen Whitley



PRESIDENT
Andy Taft

Date: _____

Date: 3-11-22

Attest:

Deputy County Clerk

APPROVED AS TO FORM:

Criminal District Attorney's Office*

** 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.*

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Tarrant County Auditor

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

Certificate Number:
2022-860388

Date Filed:
03/11/2022

Date Acknowledged:

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

Downtown Fort Worth Initiatives, Inc.
Fort Worth, 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

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.

TAMU Local Needs Assessment
None

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.

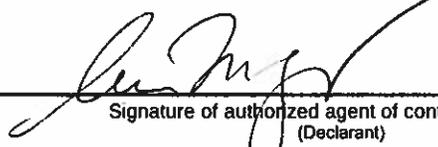
6 UNSWORN DECLARATION

My name is Andrew Taft, and my date of birth is 8/25/1963.

My address is 777 Taylor St Suite 100 Fort Worth TX 76102 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 TX, on the 11 day of March, 2022.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)