COMMISSIONERS COURT
COMMUNICATION

SUBJECT: **CONSIDERATION OF A GRANT AGREEMENT BETWEEN TARRANT COUNTY AND FOREST HILL LIBRARY DISTRICT TO PROVIDE SUPPORT SERVICES TO TARRANT COUNTY RESIDENTS**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve a grant agreement between Tarrant County and Forest Hill Library District to provide support services to the residents of Tarrant County.

BACKGROUND

Commissioner, Precinct 1′s Community Outreach Program was created to support proactive and hard-working organizations in Tarrant County. The program targets organizations focused on bettering the community and assisting citizens in need. Examples of related initiatives include Youth Programs, Public Health (Physical and Mental), Housing, Education, and Criminal Justice Reform.

The Forest Hill Library District has been selected to receive Precinct One Community Outreach Program funds to enhance its Summer Reading Program.

This initiative promotes literacy and lifelong learning by expanding educational resources and engaging activities for children, teens, and adults.

If awarded, funding in the amount of $5,000.00 will support summer learning camps featuring STEM challenges, creative writing workshops, arts and crafts, and book discussions. Additionally, funds will be used for interactive programming, including author visits, storytelling sessions, and literacy workshops led by local educators and librarians. Funding will also support digital literacy initiatives, such as coding workshops and e-book tutorials, to bridge the digital divide and provide technology-based learning experiences.

This grant agreement has been approved as to form by the Criminal District Attorney′s Office.

FISCAL IMPACT

Funding in the amount of $5,000.00 is available in account 10000-2025 General Fund/6110100000 Precinct 1 General/579061 County Projects.

SUBMITTED BY	Commissioner, Precinct 1	PREPARED BY:	Roderick Miles, Jr.
		APPROVED BY:	Roderick Miles, Jr.

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

AGREEMENT

WHEREAS, the **Forest Hill Library District** serves as a community center that connects residents to emerging technologies, providing access to valuable resources both within and beyond its walls. Through initiatives like the **Summer Reading Program**, the **Forest Hill Library District** enhances literacy, educational enrichment, and digital literacy initiatives;

WHEREAS, the Tarrant County Commissioners Court hereby finds that the program provided by **Forest Hill Library District** 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 11th day of March 2025, by and between **Forest Hill Library District** acting by and through its duly authorized agent, and **TARRANT COUNTY, TEXAS ("COUNTY")**, acting by and through its County Judge.

Forest Hill Library District and the **COUNTY** agree as follows:

1. **Forest Hill Library District** will enhance literacy, educational enrichment, and digital literacy initiatives through its **Summer Reading Program** for the benefit of the residents of Tarrant County, Texas, by expanding access to engaging programs, interactive activities, and technology-based learning experiences.

2. **COUNTY**, for and in consideration of the services provided, agrees to pay to **Forest Hill Library District** a lump sum payment of **$5,000.00** for services rendered to the residents of Tarrant County, Texas for the fiscal year beginning October 1, 2024, and ending September 30, 2025.

3. **TO THE EXTENT ALLOWED BY TEXAS LAW, FOREST HILL LIBRARY DISTRICT 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 lo inure lo 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**, **Forest Hill Library District** 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. **Forest Hill Library District** shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

11. **Forest Hill Library District** agrees to provide **COUNTY** all records relating to the programs performed by **Forest Hill Library District** 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. **Forest Hill Library District** shall use the aforementioned lump sum payment of **$5,000.00** by **COUNTY** for the purposes of hosting camps, immersive learning experiences, and interactive programming, as well as enhancing digital literacy initiatives and providing resources that promote community engagement and learning opportunities.

13. **Forest Hill Library District** 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, 2025) 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.

14. **Forest Hill Library District** 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.

15. **Forest Hill Library District** 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 _____, 2025.

_____
Michael Hardrick
Library Director
Forest Hill Library District

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

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 FUNDS IN THE AMOUNT OF $_____

_____ Date: _____
Auditor

COMMISSIONERS COURT COMMUNICATION

COURT ORDER NUMBER 144892

DATE: 3/11/2025

SUBJECT: **CONSIDERATION OF A GRANT AGREEMENT BETWEEN TARRANT COUNTY AND FOREST HILL LIBRARY DISTRICT TO PROVIDE SUPPORT SERVICES TO TARRANT COUNTY RESIDENTS**

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SUBMITTED BY	Commissioner, Precinct 1	PREPARED BY:	Roderick Miles, Jr.
		APPROVED BY:	Roderick Miles, Jr.

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

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SIGNED AND EXECUTED this _____ day of _____, 2025.

_____
Michael Hardrick
Library Director
Forest Hill Library District

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

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 FUNDS IN THE AMOUNT OF $ 5,000.00

Kimberly M. Buchanan
_____ Date: _____
Auditor

Consideration of a Grant Agreement between Tarrant County and Forest Hill Library District to Provide Support Services to Tarrant County Residents

SIGNED AND EXECUTED this 11 day of March, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare
County Judge
3/13/2025