



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER _____

PAGE 1 OF 4

DATE: 3/11/2025

SUBJECT: CONSIDERATION OF A GRANT AGREEMENT BETWEEN TARRANT COUNTY AND ARLINGTON DANCE THEATRE INC. 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 Arlington Dance Theatre Inc. to provide support services to the residents of Tarrant County.

BACKGROUND

Commissioner, Precinct 2's Community Organization Program was created to support proactive and hard-working organizations in Tarrant County. The program targets organizations whose goals are to better the community and help citizens in need. Some examples of related initiatives may include Youth Programs, Public Health (Physical and Mental), Housing, Education and Criminal Justice Reform.

Arlington Dance Theatre, Inc. has been selected to receive Precinct 2's Community Outreach Program funds to support its mission of promoting performing arts and dance education in the community.

This initiative aims to expand access to dance training, performances, and educational outreach programs for youth and underserved populations in Arlington and Tarrant County.

If awarded, funding in the amount of \$2,500.00 will be used to support dance workshops and educational programs, including free or low-cost dance classes, school outreach performances, and collaborative programs with local organizations. These efforts will provide students with exposure to professional dance instruction and opportunities to develop artistic expression.

Additionally, funds will be allocated to community engagement initiatives, such as public performances and interactive demonstrations, designed to make dance more accessible and inclusive for diverse audiences.

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

FISCAL IMPACT

Funding in the amount of \$2,500.00 is available in account 10000-2025 General Fund/6210100000 Precinct 2 General/579061 County Projects.

SUBMITTED BY	Commissioner, Precinct 2	PREPARED BY:	Gabriel Rivas
		APPROVED BY:	Alisa Simmons

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

AGREEMENT

WHEREAS, **Arlington Dance Theatre Inc.** a community arts initiative dedicated to expanding access to live theater and educational programming to residents in Tarrant County.;

WHEREAS, the Tarrant County Commissioners Court hereby finds that the program provided by **Arlington Dance Theatre Inc.** 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 **Arlington Dance Theatre Inc.** acting by and through its duly authorized agent, and **TARRANT COUNTY, TEXAS ("COUNTY")**, acting by and through its County Judge.

Arlington Dance Theatre Inc. and the **COUNTY** agree as follows:

1. **Arlington Dance Theatre Inc.** will provide free outdoor Shakespeare performances and educational programming designed to engage the community in live theater. Services will include student workshops, summer camps, and public library sessions aimed at fostering cultural appreciation, literacy, and artistic expression among residents in Tarrant County.
2. **COUNTY**, for and in consideration of the services provided, agrees to pay to **Arlington Dance Theatre Inc.** a lump sum payment of **\$2,500.00** 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, ARLINGTON DANCE THEATRE 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**, **Arlington Dance Theatre 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. **Arlington Dance Theatre 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. **Arlington Dance Theatre Inc.** agrees to provide **COUNTY** all records relating to the programs performed by **Arlington Dance Theatre 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. **Arlington Dance Theatre Inc.** shall use the aforementioned lump sum payment of **\$2,500.00** by **COUNTY** for the purpose of hosting theater productions, summer camps, after-school workshops and library sessions for youth, veterans, and other learning groups.
13. **Arlington Dance Theatre 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, 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. **Arlington Dance Theatre 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.
15. **Arlington Dance Theatre 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 _____, 2025.

 LouAnn O'Donnell
 Founder
 Arlington Dance Theatre Inc.

**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 \$ _____

 Auditor

Date: _____