COMMISSIONERS COURT COMMUNICATION

COURT ORDER NUMBER 145796

DATE: 8/19/2025

SUBJECT: **CONSIDERATION TO HOLD THE 2025 EMPOWERING SENIORS EXPO AT THE WILL ROGERS MEMORIAL CENTER AND FINDING OF A DIRECT PUBLIC PURPOSE**

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the request to hold the 2025 Empowering Seniors Expo at Will Rogers Memorial Center and find the event serves a direct public purpose.

BACKGROUND

On September 19, 2023, the Commissioners Court, through Court Order #141722, approved an Interlocal Agreement (ILA) with the City of Fort Worth to facilitate the cooperation between City and County concerning the usage of Will Rogers Memorial Center and the Fort Worth Convention Center for County-related events that serve to benefit the public and are of interest to the community. This agreement allows the County to use the facilities and associated parking for events, without payment, in an amount not to exceed $100,000.00 and not more than ten (10) events per year. As part of the agreement, the event being held must be of interest to the community and approved by the Tarrant County Commissioners Court.

With approval, the Tarrant Special Events Foundation will hold the Empowering Seniors event at the Will Rogers Memorial Center on September 30 – October 2, 2025. This event is being jointly hosted by the offices of the County Judge and Precinct 3. In order to satisfy the ILA with the City of Fort Worth, Court approval is required to utilize a portion of the $100,000.00 credit towards this event.

The Criminal District Attorney's Office has reviewed this request.

FISCAL IMPACT

Tarrant County is allocated up to $100,000.00 per fiscal year to utilize space within Will Rogers Memorial Center or Fort Worth Convention Center, subject to space availability. County funds will not be expended on this event. $84,250.00 is the remaining balance of credit for the utilization of space.

SUBMITTED BY	Commissioner, Precinct 3	PREPARED BY:	Maegan South
		APPROVED BY:	

INTERLOCAL AGREEMENT BETWEEN TARRANT COUNTY AND THE CITY OF FORT WORTH

This Interlocal Agreement ("Agreement") is between Tarrant County ("County"), a political subdivision of the State of Texas, and the City of Fort Worth ("City"), a unit of local government (collectively, the "Parties"). The parties have reviewed this Agreement and agree to the following:

WHEREAS, the purpose of this Agreement is to facilitate and memorialize the cooperation between City and County concerning usage of certain City facilities for County-related events;

WHEREAS, City agrees to provide County with access to certain locations within Will Rogers Memorial Center ("WRMC") and the Fort Worth Convention Center ("FWCC") to conduct events of interest to the community, pursuant to the terms of this Agreement;

WHEREAS, any payments or performance required by this Agreement must come from current revenues legally available to the Parties;

WHEREAS, this Agreement is made pursuant to the authority of Section 791 of the Texas Government Code;

WHEREAS, the subject of this contract is necessary for the benefit of the public and each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract;

NOW, THERFORE, for and in consideration of the mutual undertaking hereinafter set forth and for adequate consideration given, the Parties agree to the following:

I.
TERM

The Agreement, once signed by the City's Assistant City Manager below, is considered effective as of October 1, 2022 ("Effective Date") and expires three (3) years thereafter ("Expiration Date"), unless terminated earlier in accordance with the provisions of the Agreement. Thereafter, this Agreement may be renewed on an annual basis upon the mutual written agreement of the Parties, each a "Renewal Term".

II.
TERMINATION

a. Convenience. Either City or County may terminate the Agreement at any time and for any reason by providing the other party with thirty (30) days written notice of termination.

b. Breach. If either party commits a material breach of the Agreement, the non-breaching Party must give written notice to the breaching party that describes the breach in reasonable detail. The breaching party must cure the breach thirty (30) calendar days after receipt of notice from the non-breaching party, or other time frame as agreed to by the parties. If the

breaching party fails to cure the breach within the stated period of time, the non-breaching party may, in its sole discretion, and without prejudice to any other right under the Agreement, law, or equity, immediately terminate the Agreement by giving written notice to the breaching party.

c. Fiscal Funding Out. In the event no funds or insufficient funds are appropriated by City in any fiscal period for any payments due hereunder, City will notify County of each occurrence and the Agreement will terminate on the last day of the fiscal period for which appropriations were received without penalty or expenses to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.

III.
OBLIGATIONS OF THE PARTIES

a. The City will:

i. Provide the County with access to mutually agreed upon space within the WRMC or FWCC, subject to availability as determined by the Director of the City's Public Events Department or their designee ("Director"), upon receipt of a proper request for reservation from the County;

ii. Limit the County to no more than ten (10) events per year;

iii. Maintain records of any events held at WRMC or FWCC, in the ordinary course of its business, to account for fees that would ordinarily be charged;

iv. Allow County annual use of the WRMC and FWCC and associated parking facilities for County events, without payment, provided that the value of such use shall be calculated by the City in accordance with City's posted rates and shall be limited to an amount not to exceed $100,000.00 for all such events in any one-year term of this Agreement. Any increase to this annual credit amount shall require written amendment to this Agreement following authorization by the Fort Worth City Council as required by the Fort Worth City Code;

v. Conduct an annual review of the Agreement to discern the total facility rental fees waived pursuant to this Agreement; and

vi. Calculate the annual credit using the Public Events Department rate sheet for the given fiscal year.

b. The County will:

i. Provide the City with a written reservation request for any space within the WRMC or FWCC no later than thirty (30) days, and no earlier than six (6) months before any proposed event;

ii. Require that any proposed event to be held pursuant to this Agreement be of interest to the community and voted on by the Tarrant County Commissioners Court before requesting any reservation; and

iii. Pay any fees or costs associated with the event, except for the fees for those services that the City has agreed to provide at no cost as described in section III(a)(iv) above, including any out-of-pocket expenses such as, but not limited to, food and beverage costs, event staffing, audio and visual equipment needs, internet, utilities, and event production

c. For each County event, Parties must execute a facility license agreement on the City's form.

d. The parties acknowledge that prior to executing this Agreement, County conducted an event at the WRMC on May 12, 2022. Ordinarily, according to the City's parking rates, the event would have resulted in parking fees owed to the City in the amount of $10,870.00. The Director agrees to adjust the parking rate to zero dollars for this event. This adjustment counts against the annual $100,000.00 credit contemplated by this agreement for the current fiscal year and initial term of this Agreement. As a result, for the remaining term, any use of the WRMC and FWCC, and associated parking, without payment, shall be limited to an amount not to exceed $89,130.00.

IV.
LAW AND VENUE

The Agreement and the rights and obligations of the Parties hereto are governed by, and construed in accordance with, the laws of the United States and State of Texas, exclusive of conflicts of laws provisions. Venue for any suit brought under the Agreement must be in a court of competent jurisdiction in Tarrant County, Texas.

V.
AUDIT

County agrees that City will, until the expiration of three (3) years after final payment under the Agreement, have access to an the right to examine any directly pertinent books, documents, papers and records of County involving transactions relating to the Agreement, County agrees that City will have access during normal working hours to all necessary County facilities and will be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City will give County reasonable advance notice of intended audits.

VI.
NOTICE

Any notice required to be given under the provisions of this Agreement will be in writing and duly served when it is personally delivered to the address below, or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or the City of Fort Worth at the following addresses. If mailed, any notice or communication will be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices must be delivered to the following addresses:

TO THE COUNTY:

c/o County Administrator
100 E. Weatherford Street
Fort Worth, Texas 76196

TO THE CITY OF FORT WORTH

c/o. City Manager's Office
200 Texas Street
Fort Worth, Texas 76102

With Copy to the City Attorney at same address

Either Party may change addresses by giving the other Party ten (10) days written notice.

VII.
MODIFICATIONS

This Instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.

Any oral or written representations or modifications concerning this Agreement will not be effective excepting a subsequent written modification signed by both Parties.

VIII.
MISCELLANEOUS

a. Immunity. It is expressly understood and agreed that in the execution of this Agreement, neither Party waives, nor be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

b. Amendment. No supplement, modification or amendment of any term, provision, or condition of this Agreement be binding or enforceable on either Party hereto unless in writing signed by both Parties.

c. Assignment. No Party to this Agreement may assign its rights under this Agreement without prior written consent of the other Party.

d. Relationship of the Parties. None of the provisions of this Agreement are intended to create, and none will be deemed or construed to create, any relationship between the Parties, other than that of independent contractors. This Agreement does not create the relationship of employer-employee, agency, partnership, or joint venture. Neither Party has the right or power in any manner to unilaterally obligate the other to any third party, whether or not related to the purpose of this Agreement.

e. Severability. Should any part, term, or provision of this Agreement be declared to be invalid, void, or unenforceable, all remaining parts, terms, and provisions hereof remain in full force and effect, and in no way be invalidated, impaired, or affected thereby.

f. Entire Agreement. This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed, and supersedes all prior written or oral agreements or communications between the Parties.

g. Liability. Each Party will be solely responsible for its own actions or inaction and the actions of failure to act of its respective employees, agents, officers, officials, and contractors. Neither Party is responsible for the actions, errors, omissions, negligence, misfeasance, or malfeasance of the other Party or any employee, agent, officer, official or contractor or the other Party.

h. Electronic Signature. This Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, "electronic signature" means electronically scanned and transmitted versions (e.g. via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign.

i. Public Information. City is a government entity under the laws of the State of Texas and all documents held or maintained by City are subject to disclosure under the Texas Public Information Act. In the event there is a request for information related to any records County has indicated are confidential, the City shall promptly notify County. It will be the responsibility of County to submit reasons objecting to disclosure. A determination on whether such reasons are sufficient will not be decided by City, but by the Office of the Attorney General of the State of Texas or by a court of competent jurisdiction.

[signature page follows]

COUNTY OF TARRANT

STATE OF TEXAS

By: _____
Name: Tim O'Hare
Title: Tarrant County Judge

APPROVED AS TO FORM:

_____
Criminal District Attorney's Office*

CERTIFICATION OF
AVAILABLE FUNDS: $ 0.00

_____
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.

City of Fort Worth David Cooke By: David Cooke (Sep 8, 2023 14:28 CDT) Name: David Cooke Title: City Manager Date: _____ **Approval Recommended:** By: _____ Name: Michael Crum Title: Director of Public Events **Attest** By: _____ Name: Jannette Goodall Title: City Secretary	**Contract Compliance Manager:** By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements. Kevin Kemp By: _____ Name: Kevin Kemp Title: Assistant Director, Public Events **Approved as to Form Legality:** Taylor Paris By: _____ Name: Taylor C. Paris Title: Assistant City Attorney **Contract Authorization:** **M&C: N/A**