



801 W. Irving Blvd. Irving, TX 75060

January 23, 2026

Friends of the Irving Museums
Jimmy Bellew, President
PO Box 170142
Irving, TX 75017-0142

Letter of Agreement

Dear Mr. Bellew:

This Letter of Agreement (the “Agreement”) is entered into by and between the **City of Irving (“City”)**, a Texas home-rule municipality, acting through its **Irving Department of Arts and Culture (“IDAC”)**, and the **Friends of the Irving Museums**, a Texas 501(c)(3) nonprofit organization (“the Friends”).

The Parties agree to collaborate for the public purposes of promoting and preserving history and culture for the benefit and welfare of the citizens of the City of Irving, the region, and the state of Texas.

Term of Agreement

The term of this Agreement shall begin upon execution by both Parties and shall remain in effect unless amended or terminated in accordance with the provisions herein. The Parties may renew or revise this Agreement by mutual written consent at any time.

Purpose and Scope

IDAC oversees the City of Irving’s four museum sites: the Irving Archives & Museum, the Jackie Townsell Bear Creek Heritage Center, the Ruth Paine House Museum, and the Mustangs of Las Colinas Museum and Visitor Center. The Friends’ mission is to support the ongoing mission, programs, and visibility of these museums through fundraising, advocacy, and community engagement.

Both Parties agree to collaborate to increase community support—both financial and participatory—for the Irving Museums through membership programs, programming, fundraising, promotional activity, and volunteer engagement.

IDAC Agrees To At the IDAC’s Sole Discretion:

1. Provide regular updates on strategic directions and long-term planning to ensure alignment of goals.
2. Provide an annual list of upcoming fundraising needs for the museums and archives.
3. Consult the Friends in departmental strategic planning processes.

4. Provide staff support to develop and distribute membership communications and promotional materials.
5. Provide staff support and oversight of the management of the donor management system (DMS), including the cost of the subscription.
6. Provide staff support to coordinate Friends membership meetings, programs, and fundraisers.
7. Provide venue space for Friends activities that benefit the museums at no rental cost.
8. Provide website and social media support for Friends communications.
9. Provide public space within IDAC museums for Friends brochures and materials.
10. Provide a reasonable amount of free printing for Friends' promotional and operational needs.
11. Provide public space at the Irving Archives & Museum for a donation/drop box for the Friends to accept donations and membership payments.
12. Provide a standing agenda item for a Friends report at each regular IDAC Board meeting.

The Friends Agree To:

1. Remain a nonprofit corporation in good standing and maintain 501(c)(3) tax-exempt status.
2. Ensure that all funds raised are used exclusively for museum and archives programs and services, Friends operational expenses, or other IDAC-approved purposes, unless otherwise mutually agreed upon.
3. Ensure Friends programs and events align with the mission and needs of the museums; programs will be reviewed by IDAC administration.
4. Engage in sound financial management and follow Generally Accepted Accounting Principles.
5. Acknowledge that IDAC has final authority to accept or decline any gifts made to IDAC.
6. Publicly support the museums and IDAC policies.
7. Engage in advocacy efforts under the guidance of IDAC administration.
8. Include at least two representatives of IDAC administration as non-voting attendees at all Friends Board meetings, providing time for IDAC updates.
9. Send a representative or report to each IDAC Board meeting.
10. Manage membership programs and encourage community participation.
11. Provide necessary donor and membership information for IDAC to maintain the DMS.
12. Identify Friends members while volunteering on City property and ensure compliance with all IDAC volunteer policies.

13. If Friends cease to actively fundraise or operate as a nonprofit, dissolve the Friends organization and transfer all assets to the Heritage Museum Fund Reserves; this does not prohibit future establishment of a new Friends group.

Venue and Governing Law

The laws of the State of Texas shall govern this Agreement, without regard for principles, rules, or provisions governing conflict of laws. Venue for any cause of action arising from this Agreement shall be exclusively in Dallas County, Texas.

Indemnification

THE FRIENDS (THE “INDEMNIFYING PARTY”), SHALL AT ITS SOLE COST INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, TOGETHER WITH THE CITY’S OFFICERS, AGENTS, COUNCIL MEMBERS, EMPLOYEES, ATTORNEYS AND REPRESENTATIVES (COLLECTIVELY, INCLUDING THE CITY, THE “CITY INDEMNIFIED PARTIES”), FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, DEMANDS, CAUSES OF ACTION, CLAIMS, JUDGMENTS, SUITS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES) MADE BY ANY THIRD-PARTY, TO THE EXTENT ARISING FROM OR RELATED TO THE SERVICES PROVIDED BY THE FRIENDS PURSUANT TO THIS AGREEMENT (COLLECTIVELY, “INDEMNIFIED CLAIMS”), REGARDLESS OF THE LEGAL THEORY ASSERTED BY ANY THIRD PARTIES AND REGARDLESS OF WHETHER THE DAMAGES OR CLAIMS OF THIRD PARTIES ARE KNOWN OR FULLY APPRECIATED AT THIS TIME BY THE FRIENDS OR THE CITY. THE INDEMNITIES IN THIS AGREEMENT ARE SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED OR PROVED THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED IN WHOLE OR IN PART BY ANY ACT, ERROR, OMISSION, NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL CONDUCT, BREACH OF CONTRACT, BREACH OF WARRANTY, VIOLATION OF STATUTE OR COMMON LAW, VIOLATIONS OF THE STATE OR FEDERAL CONSTITUTIONS, OR ANY OTHER CONDUCT WHATSOEVER OF THE CITY INDEMNIFIED PARTIES. THE FRIENDS SHALL USE LEGAL COUNSEL REASONABLY ACCEPTABLE TO THE CITY IN CARRYING OUT ITS OBLIGATIONS HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT. THIS INDEMNIFICATION IS NOT INTENDED TO APPLY TO CLAIMS MADE AGAINST THE CITY INDEMNIFIED PARTIES RESULTING FROM NEGLIGENT ACTS OF CITY EMPLOYEES COVERED UNDER SECTION 101.021 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE.

The parties hereby acknowledge and agree that CITY is entering this Agreement pursuant to its governmental function and that nothing contained in this Agreement shall be construed as constituting a waiver of the CITY’S governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law. Notwithstanding anything to the contrary herein, the parties hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the CITY’S immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE. Further, the parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practices and Remedies Code (“CPRC”), including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

