

STATE OF TEXAS           §  
   §  
COUNTY OF TARRANT   §

**CONTRACT FOR CAPITAL PROJECT  
FUNDING**

This contract is entered into between Tarrant County, Texas, (“COUNTY”), and the Fort Worth Museum of Science and History (“CONTRACTOR”), (collectively, the “Parties”), for the purpose of funding costs associated with the reconstruction of the Omni IMAX Theatre (“Omni”).

The Commissioners Court of Tarrant County finds that this investment brings increased economic development and investments to the greater Tarrant County area; provides increased educational opportunities for the residents of Tarrant County; and serves a direct public purpose and public good for the residents of Tarrant County.

**1.     SCOPE OF SERVICES**

CONTRACTOR will facilitate the renovation and reconstruction of the Omni. The Omni, when opened in 1983, utilized what was then state of the art IMAX projection technology. The theatre was highly successful over the next 37 years, drawing in over 10 million visitors throughout that period of time. The theatre was closed in March of 2020 due to the COVID pandemic. For various reasons – including the deteriorated state of the IMAX projector and its supporting electronic equipment, together with the theatre itself requiring an overdue modernization – the theatre today remains shuttered.

The planned major renovation will replace the IMAX projection equipment with a state-of-the-art digital LED dome. In addition, the renovation will include the modernization of the entire interior of the theatre to be in accordance with the requirements put forth in the “Americans with Disabilities Act” (ADA), thereby allowing all visitors to enjoy the venue. Upon completion, Tarrant County school districts will have the ability to select from the vast digital library that will be available to the museum in order to pair field trip documentaries with current course studies. Reconstruction of the Omni, located at 1600 Gendy Street in Fort Worth, is planned to begin in January 2023 and projected to reopen to the public in Summer 2024.

CONTRACTOR will acknowledge the COUNTY’s contribution in any and all formal recognitions related to the Omni IMAX Theatre reconstruction.

**2.     TERM**

This contract is effective upon date of signature by both parties and ends on September 30, 2025.

**3.     COST**

COUNTY will reimburse CONTRACTOR an amount not to exceed \$3,000,000.00 (THREE MILLION DOLLARS AND NO CENTS) for costs incurred toward the reconstruction of the Museum. CONTRACTOR will invoice COUNTY for payment. All correct invoices presented to COUNTY will be paid within 30 days of receipt by COUNTY.

CONTRACTOR agrees that COUNTY shall have the right to require CONTRACTOR to repay in full up to \$3,000,000.00 (THREE MILLION DOLLARS AND NO CENTS) to COUNTY should CONTRACTOR fail to fulfill the requirements as outlined herein by the contract’s termination date.

#### **4. AGENCY-INDEPENDENT CONTRACTOR**

Neither COUNTY nor any employee thereof is an agent of CONTRACTOR and neither CONTRACTOR nor any employee thereof is an agent of COUNTY. This agreement does not and may not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party.

**CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY AGAINST ANY AND ALL CLAIMS, LAWSUITS, SETTLEMENTS, JUDGMENTS, COSTS, PENALTIES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, WITH RESPECT TO AN ACT OR OMISSION ARISING FROM CONTRACTOR'S PERFORMANCE UNDER THIS CONTRACT.**

#### **5. ASSIGNMENT**

Neither party may assign, in whole nor in part, any interest in this contract without the prior written consent of the other party.

#### **6. THIRD PARTY BENEFICIARY EXCLUDED**

No person not a party to this contract shall be regarded as a third-party beneficiary of this contract. This contract may not be interpreted to waive governmental immunity, sovereign immunity, or any other defense or immunities otherwise available by law of any party to this contract, or the employees or representatives of such party, to the extent such party may have immunity under Texas or Federal law.

#### **7. AUDIT OF RECORDS**

COUNTY may audit CONTRACTOR during the term of this contract and as otherwise authorized by law.

#### **8 ENTIRE CONTRACT**

This contract represents the entire understanding of and between the parties and supersedes all prior representations. This contract may not be varied orally but must be amended by written document of subsequent date duly executed by these parties. The laws of the State of Texas govern this contract and venue for any cause of action regarding this contract is in the district courts of Tarrant County, Texas.

#### **9 CONFIDENTIALITY**

In the event CONTRACTOR receives confidential COUNTY information CONTRACTOR will keep that information confidential during the contract term and following termination unless CONTRACTOR is directed to disclose that information by legal proceedings. In the event CONTRACTOR becomes involved in legal proceedings regarding confidential COUNTY information, CONTRACTOR will notify the COUNTY immediately.

#### **10. TERMINATION**

This contract may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Any notice or other writing required by this contract, is deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

**COUNTY:**

Tarrant County  
c/o County Administrator  
100 E. Weatherford Street, Suite 404  
Fort Worth, Texas 76196

**CONTRACTOR:**

Fort Worth Museum of Science and History  
c/o Orlando Carvalho  
1600 Gendy Street  
Fort Worth, TX 76107

In the event of early contract termination by COUNTY without cause, all fees and expenses due CONTRACTOR during the 30-day notice period will be paid in full. In the event the CONTRACTOR terminates this contract prematurely without cause, fees for the 30-day notice period will not be paid by COUNTY; however, any prior approved expenses may be paid to CONTRACTOR by COUNTY. If the contract is terminated for cause by COUNTY, COUNTY will not pay fees or expenses incurred after the date of notice of termination.

**11. CONFLICT OF INTEREST DISCLOSURE**

Contractor acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties 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 6<sup>th</sup> day of December, 2022.

**COUNTY OF TARRANT  
STATE OF TEXAS**

\_\_\_\_\_  
B. Glen Whitley  
County Judge

**FORT WORTH MUSEUM OF  
SCIENCE AND HISTORY**

  
\_\_\_\_\_  
Orlando Carvalho  
President

**APPROVED AS TO FORM:  
AVAILABLE FUNDS:**

\_\_\_\_\_  
(Criminal District Attorney)

**CERTIFICATION OF**

\_\_\_\_\_  
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.

# 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

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

Fort Worth Museum of Science & History  
Fort Worth, TX United States

Certificate Number:  
2022-959663

Date Filed:  
11/30/2022

Date Acknowledged:

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.

Omni Contribution

Tarrant County is funding costs associated with the reconstruction of the Omni IMAX Theatre ("Omni") up to a limit of \$3,000,000.

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest<br>(check applicable) |              |
|---|--------------------------|--|--|--------------|
|   |                          |  | Controlling                              | Intermediary |
|   | TARRANT COUNTY           |  |  |              |
|   | Commissioner Roy         |  |  |              |
|   | BROOKS is a VOLUNTARY    |  |  |              |
|   | MEMBER OF THE            |  |  |              |
|   | F.W.M.S.H. BOARD OF      |  |  |              |
|   | TRUSTEES                 |  |  |              |
|   |                          |  |  |              |
|   |                          |  |  |              |
|   |                          |  |  |              |

5 Check only if there is NO Interested Party.



### 6 UNSWORN DECLARATION

My name is DANIEL CARVALHO, and my date of birth is 08/21/1958

My address is 1600 GENDY STREET, FORT WORTH, TX 76107 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 TEXAS, on the 30 day of Nov, 2022  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)