

STATE OF TEXAS           §  
   §  
COUNTY OF TARRANT   §

**CONTRACT FOR CAPITAL PROJECT  
FUNDING**

This contract is entered into between Tarrant County, Texas, (“COUNTY”), and the National Medal of Honor Museum Foundation (“CONTRACTOR”), (collectively, the “Parties”), for the purpose of funding costs associated with the construction of the National Medal of Honor Museum (“Museum”).

The Commissioners Court of Tarrant County finds that this investment brings increased economic development and investments into the Arlington and 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 construction, maintenance, and operations of the National Medal of Honor Museum, comprised of the Museum, Monument, and Institute. The Museum, located at 1861 AT&T Way in Arlington, Texas, will open in late Fall 2024 and is projected to serve approximately 830,000 visitors in its first full year of operation in 2025. The Institute will host annual and periodic programs, workshops, and symposiums, reaching classrooms and boardrooms with a leadership curriculum comprised of three Centers of Impact: Center for Character Excellence; Center for Leadership in Action; and Center for the Elevation of Honor.

CONTRACTOR will acknowledge COUNTY as a Founders Circle member and will provide permanent signage in the Museum; listing as a lifetime Museum member; prominent recognition in the Museum Preview Center; inclusion in acknowledgements on the Museum website; and listing in the Museum annual report.

**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 \$1,000,000.00 (ONE MILLION DOLLARS AND NO CENTS) for costs incurred toward the construction 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 \$1,000,000.00 (ONE 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 law of the State of Texas governs 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:

National Medal of Honor Museum Foundation  
c/o President and CEO  
1717 East Randol Mill Road  
Arlington, TX 76011

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 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 6<sup>th</sup> day of December, 2022.

**COUNTY OF TARRANT  
STATE OF TEXAS**

**NATIONAL MEDAL OF HONOR  
MUSEUM FOUNDATION**



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

Chris Cassidy  
\_\_\_\_\_  
President and CEO

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS:

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

\_\_\_\_\_  
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

Certificate Number:  
2022-959505

Date Filed:  
11/29/2022

Date Acknowledged:

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

National Medal of Honor Museum Foundation  
Arlington, TX United States

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.

Medal of Honor Donation  
Monetary donation from Tarrant County to Foundation to facilitate the construction, maintenance, and operations National Medal of Honor Museum, comprised of the Museum, Monument, and Institute.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Tarrant County	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party.

☐

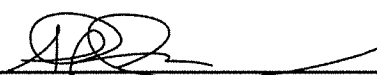
## 6 UNSWORN DECLARATION

My name is Alexandra Rhue, and my date of birth is 1/2/87.

My address is 1240 Oneida Street, Denver, CO, 80220, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Denver County, State of Colorado, on the 29 day of November, 2022.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)