

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

**CONTRACT FOR CAPITAL PROJECT
FUNDING**

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

The Commissioners Court of Tarrant County finds that this investment brings increased economic development and investments into the Fort Worth 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 acquisition of property for the Museum and the construction, maintenance, and operations of the Museum. The Museum, to be located in the 76014 zip code in the Historic Southside of Fort Worth, Texas, is planned to begin construction in 2023 and has a target opening date of June 2025. The Museum will contain 10,000 square feet of immersive exhibition galleries; a 250-seat theater to host public lectures, speaker series, and theater performances; flexible space for traveling exhibitions, seminars, workshops, and corporate and community events; a business incubator for emerging minority-owned businesses and coworking space for entrepreneurs; a food hall featuring culturally ethnic cuisine; retail space for lease to minority-owned and women-owned businesses, the National Juneteenth Plaza including a courtyard and greenspace; and residential apartment units targeted to young professionals.

CONTRACTOR will provide programming and outreach to Tarrant County residents in the form of community events; entrepreneur coaching and support; seminars and workshops on topics ranging from financial literacy to housing stability and free educator training and educational materials to enhance K-12 curriculums and aid instruction.

CONTRACTOR will acknowledge COUNTY as a founding contributor in announcements related to its capital campaign and on the donor recognition wall and video monitor display in the Museum. Additionally,

CONTRACTOR will provide COUNTY with opportunities to address the audience during various public programs and events and will provide COUNTY complimentary meeting space at the Museum for one meeting or event in 2025.

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 \$2,000,000.00 (TWO MILLION DOLLARS AND NO CENTS) for costs incurred toward the acquisition of property for, and/or construction of the Museum. CONTRACTOR, or its fiscal agent designated herein, will invoice COUNTY for payment. All correct invoices presented to COUNTY will be paid within 30 days of receipt by COUNTY.

CONTRACTOR has designated the United Way of Tarrant County as the fiscal agent for the Museum and as such will submit invoices and receive payments on behalf of CONTRACTOR.

CONTRACTOR agrees that COUNTY shall have the right to require CONTRACTOR to repay in full up to \$2,000,000.00 (TWO 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:

United Way of Tarrant County
c/o National Juneteenth Museum
201 N. Rupert St., Suite 107
Fort Worth, TX 76107
Attn: Carolyn Galvan, VP Finance and Controller

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 6th day of December, 2022.

**COUNTY OF TARRANT
STATE OF TEXAS**

B. Glen Whitley
County Judge

**NATIONAL JUNETEENTH
MUSEUM**



Jarred Howard
Board Member

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 reply on this approval. Instead, those parties should seek contract review from independent counsel.

EXHIBIT A
FORM 1295