



18

C.O.#139896

**COMMISSIONERS COURT
COMMUNICATION**

REFERENCE NUMBER _____

PAGE 1 OF 5

DATE: 12/13/2022

**SUBJECT: APPROVAL OF CONTRACT WITH THE FORT WORTH AFRICAN
AMERICAN MUSEUM AND CULTURAL CENTER FOR CAPITAL
PROJECT FUNDING**

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve a contract with the Fort Worth African American Museum and Cultural Center (FWAAMCC) for capital project funding.

BACKGROUND

The FWAAMCC will be located in Fort Worth and is planned to be under construction in 2024 and open to the public in 2026.

The FWAAMCC will preserve and present the history and culture of African Americans with an emphasis on the stories of African Americans in Tarrant County through various means including, but not limited to locally curated and traveling exhibits; acquisition of significant historical data and items; development of educational programs focused on African American history for local school districts; documentation and sharing of oral histories; development of training programs and internships for aspiring students; and hosting routine theater performances.

Upon approval of this contract, the County will reimburse FWAAMCC for expenses directly related to the construction of the museum building in an amount not to exceed \$2,000,000.00. The Commissioners Court of Tarrant County finds that this investment brings increased economic development and investments into 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.

This contract has been approved as to form by the Criminal District Attorney's Office.

FISCAL IMPACT

Funding in the amount of \$2,000,000.00 is available in 566030/10000-2023/5920100000

SUBMITTED BY: Administrator's Office

PREPARED BY: Kristen Camareno
APPROVED BY:



STATE OF TEXAS §

**CONTRACT FOR CAPITAL PROJECT
FUNDING**

 §
COUNTY OF TARRANT §

This contract is entered into between Tarrant County, Texas, ("COUNTY"), and the Fort Worth African American Museum and Cultural Center ("CONTRACTOR"), (collectively, the "Parties"), for the purpose of funding costs associated with the construction of the Fort Worth African American Museum and Cultural Center ("MUSEUM").

The Commissioners Court of Tarrant County finds that this investment brings increased economic development and investments into Fort Worth and 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 construction, maintenance, and operations of the MUSEUM. The MUSEUM, to be located in Fort Worth, Texas, is scheduled to begin construction in 2024 and to open to the public in 2026.

The MUSEUM will preserve and present the history and culture of African Americans with an emphasis on the stories of African Americans in Fort Worth through various means including, but not limited to: locally curated and traveling exhibits; acquisition of significant historical data and items; development of educational programs focused on African American history for local school districts; documentation and sharing of oral histories; development of training programs and internships for aspiring students; and hosting routine theater performances.

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 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 \$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 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:
Fort Worth African American Museum and Cultural Center
c/o Dr. John Barnett
PO Box 100086
Fort Worth, Texas 76185

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.

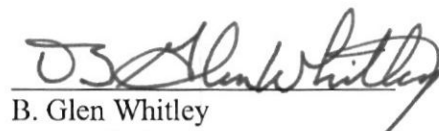
11. CONFLICT OF INTEREST DISCLOSURE


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 6th day of December, 2022.

COUNTY OF TARRANT
STATE OF TEXAS

FORT WORTH AFRICAN AMERICAN
MUSEUM AND CULTURAL
CENTER

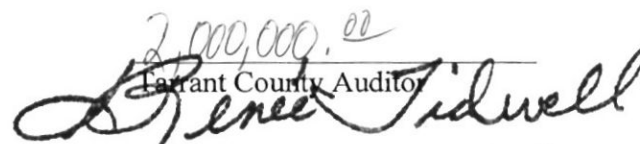

B. Glen Whitley
County Judge


Dr. John Barnett
Chairman of the Board of Directors

APPROVED AS TO FORM:


(Criminal District Attorney)

CERTIFICATION OF
AVAILABLE FUNDS:

2,000,000.00

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.

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:
2022-962051

Date Filed:
12/07/2022

Date Acknowledged:

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

Fort Worth African American Museum and Cultural Center
Fort Worth, 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.

FWAAMCC capital contribution
Museum

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is JOHN L. BARNETT Jr, and my date of birth is 4/11/48

My address is 3701 Black Canyon Rd Fort Worth Tx 76109 US
(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 7 day of DECEMBER, 2022
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)