

STATE OF TEXAS                   §  
  §       KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF FORT BEND §

**AGREEMENT BETWEEN FORT BEND COUNTY AND  
FORT BEND COUNTY HERITAGE UNLIMITED MUSEUM**

This Agreement is made and entered into by and between FORT BEND COUNTY, TEXAS, (“County”) and the FORT BEND COUNTY HERITAGE UNLIMITED MUSEUM (“Museum.”)

WHEREAS, Chapter 318.009 of the Local Government Code provides that Commissioners Court may make Agreements with private organizations and may appropriate funds from the general fund of the county for the purpose of erecting historical markers and monuments, purchasing objects and collections of objects that are historically significant to the county, preparing, publishing, and disseminating, by sale or otherwise, a history of the county, hiring professional staff and consultants, providing matching funds for grants, and funding other programs or activities as suggested by the Texas Historical Commission and the Commissioners Court;

WHEREAS, the Commissioners Court of Fort Bend County finds that it is in the public interest and serves the general welfare of the community to enter into this Agreement with the Museum;

WHEREAS, the Commissioners Court of Fort Bend County finds that by entering into this Agreement with the Museum it will be stimulating, encouraging and developing business location and commercial activity in the County; and

WHEREAS, this is an Agreement for professional services and is exempt from competitive bidding as authorized by Section 262.024 of the Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto mutually agree as follows:

1. County shall pay to Museum an amount not to exceed \$12,500.00 to Museum for services rendered pursuant to this Agreement.
2. Museum shall purchase and collect objects that are historically significant to the western most part of the county; prepare, publish and disseminate (by sale or otherwise) a history of the South Texas Region of the County from 1865-1965; educate the public; preserve, promote and perpetuate the history and contributions of community settlements in the region and perform other activities as suggested by the Texas Historical Commission and the Commissioners Court.
3. The Parties expressly understand and agree that Museum is the designated recipient of these funds and shall ensure that the funds are spent in an appropriate manner. In addition, the Museum will include the reporting of these expenditures in their annual audited financial statement and will provide back up documentation for expenditures as requested by County.

4. Museum shall distribute funds received as follows:
- Operations – not to exceed \$3,850;
  - Exhibits – not to exceed \$4,550;
  - Furniture/Fixtures – not to exceed \$850; and
  - Museum Development – not to exceed \$3,250
5. Payment and any notices will be sent to:

**FBC Heritage Unlimited Museum  
P. O. Box 744  
Kendleton, TX 77451**

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below:

FORT BEND COUNTY

\_\_\_\_\_  
Robert E. Hebert, County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Dianne Wilson, County Clerk

FORT BEND COUNTY MUSEUM ASSOCIATION:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$12,500.00 to pay the obligation of Fort Bend County under and within the foregoing contract.

\_\_\_\_\_  
Ed Sturdivant, Auditor