

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS

COUNTY OF FORT BEND

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**AGREEMENT BETWEEN FORT BEND COUNTY AND  
THE FORT BEND COUNTY MUSEUM ASSOCIATION**  
**RENEWAL**

This Agreement ("Agreement") is made and entered into by and between Fort Bend County, ("County") and the Fort Bend County Museum Association, ("Museum").

WHEREAS, Chapter 318 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, this is an Agreement for professional services and is exempt from competitive bidding as authorized by § 262.024 of the LOCAL GOVERNMENT CODE;

WHEREAS, both parties desire to enter into an Agreement whereby County will appropriate funds from the general fund of the County to the Museum 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 Museum agrees to allow the public reasonable access to the Museum's historic collection of artifacts, buildings, and archives;

WHEREAS, the Museum agrees to provide educational programs using historic buildings, artifacts, and documents relating to Fort Bend County's history;

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; and

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.

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

### I. Services

The Museum will preserve and maintain the historic County documents and archives now in its collection. Said documents and archives will be reasonably made available to the public for research.

The Museum will preserve and maintain its collections of historic County buildings, artifacts and archives and allow the public reasonable access to said collections through exhibits, displays, and educational programs.

The Museum will provide to the County documentation of its reasonable and necessary costs in connection with the preservation and display of artifacts, archives and documents relating to Fort Bend County history.

The Museum will use these Funds for 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;

### II. Term

The term of this Agreement is **October 1, 2016** through **September 30, 2017**. County may terminate this Agreement with thirty (30) days notice to Museum.

### III. Compensation

The County agrees that it shall provide the Museum an amount not to exceed **\$100,000.00** ("Funds") as part of the cost expended by Museum for 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.

Payment is to be made in quarterly payments of **\$25,000.00** each in the months of November 2016, February, May, and August 2017.

### IV. Cooperation

County agencies may assist the Museum, on an availability basis at the sole discretion of the County agency, in locating and preserving archeological sites within the County.

### V. Independent Contractor

It is agreed by the parties that at all times and for all purposes hereunder, the Museum is an independent contractor and not an employee or agent of the County.

No statement contained in this Agreement shall be construed so as to find the Museum an employee, or agent of the County, and the Museum shall be entitled to none of the rights, privileges, or benefits of County employees except as otherwise may be stated herein nor shall the Museum hold itself out as an employee or agent of the County.



Any amendments to this agreement shall be of no effect unless in writing and signed by both parties hereto.

XII. Entire Agreement

It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject.

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:

\_\_\_\_\_  
Laura Richard, County Clerk

**FORT BEND MUSEUM ASSOCIATION**

  
\_\_\_\_\_  
Claire Rogers, Executive Director

  
\_\_\_\_\_  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$100,000.00 to pay the obligation of Fort Bend County under and within the foregoing Agreement.

\_\_\_\_\_  
Robert E. Sturdivant, Auditor

# 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 Bend County Museum Association  
Richmond, TX United States

Certificate Number:  
2016-116603

Date Filed:  
09/26/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County

Date Acknowledged:

**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.**

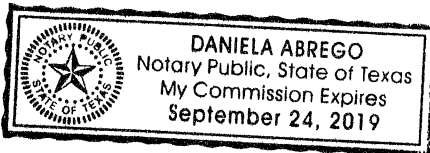
FY17 Fort Bend Museum  
Management of Historical Preservation Activities

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Knipling, Keely	Richmond, TX United States	X	
	Van Slyke, Billie	Richmond, TX United States	X	
	Kaminski, Timothy	Missouri City, TX United States	X	
	Vernon, Judith	Fulshear, TX United States	X	

5 Check only if there is NO Interested Party.

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Claire Rogers, Executive Director  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Claire Rogers, this the 26 day of September 2016, to certify which, witness my hand and seal of office.

Daniela Abrego  
Signature of officer administering oath

Daniela Abrego  
Printed name of officer administering oath

Title of officer administering oath