

**AGREEMENT BETWEEN FORT BEND COUNTY AND
THE FORT BEND HISTORY ASSOCIATION FY2023**

This Agreement ("Agreement") is made and entered into by and between Fort Bend County, ("County") and the Fort Bend History Association, ("FBHA"), formerly known as the Fort Bend County Museum Association, a non-profit organization authorized to do business in the State of Texas.

WHEREAS, Texas Local Government Code § 318.009 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 Tex. Loc. Gov't. Code § 262.024;

WHEREAS, both parties desire to enter into an Agreement whereby County will appropriate funds from the general fund of the County to the FBHA for the purposes set forth in Texas Local Government Code § 318.009;

WHEREAS, the FBHA agrees to allow the public reasonable access to the FBHA's historic collection of artifacts, buildings, and archives;

WHEREAS, the FBHA 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 FBHA; and

WHEREAS, the Commissioners Court of Fort Bend County finds that by entering into this Agreement with the FBHA 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:

AGREEMENT

1. Services

- 1.1 The FBHA will preserve and maintain the historic County documents and archives now in its collection, and said documents and archives will be reasonably made available to the public for research.
- 1.2 The FBHA 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.
- 1.3 The FBHA agrees to continue to work with County in preserving, developing and maintain the Historic Drew House as the DeWalt Heritage Center (the "House") in accordance with the terms of the Addendum signed in conjunction with this Agreement.
- 1.4 The FBHA 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.

- 1.5 The FBHA will use the 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.

2. Term.

- 2.1 The term of this Agreement is October 1, 2022 through September 30, 2023.

3. Compensation.

- 3.1 The County agrees that it shall provide the FBHA an amount not to exceed one hundred twelve thousand five hundred and 0/100 dollars **(\$112,500.00)** ("Funds") as part of the cost expended by FBHA 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.
- 3.2 Payment is to be made in quarterly payments of \$28,125.00 each in the month of November 2022, and in the months of February, May, and August 2023.

4. Cooperation.

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

5. Independent Contractor.

- 5.1 It is agreed by the parties that at all times and for all purposes hereunder, the FBHA is an independent contractor and not an employee or agent of the County.
- 5.2 No statement contained in this Agreement shall be construed so as to find the FBHA an employee, or agent of the County, and the FBHA shall be entitled to none of the rights, privileges, or benefits of County employees except as otherwise may be stated herein nor shall the FBHA hold itself out as an employee or agent of the County.

6. Funds.

- 6.1 It is expressly agreed and understood by both parties that the County reserves the right to discontinue funding when such funds designated for payment under this Agreement are depleted.

7. Terms and Conditions.

- 7.1 It is expressly agreed and understood by all parties that this Agreement constitutes the exclusive terms and conditions of this Agreement and cannot be modified except in writing with the agreement of all parties.

8. Hold Harmless.

- 8.1 The FBHA agrees for itself, its heirs, assigns, and legal representatives to release and hold harmless the Commissioners Court of Fort Bend County, Texas, and any and all of its officials, staff, employees and servants whatsoever, arising out of or related to any loss, damage, or injury, including, death, that may be sustained by the FBHA while performing the terms of this Agreement.

9. Assignment.

- 9.1 Neither party to this contract shall assign the contract, nor any interest arising herein, without the written consent of the other.

10. Termination and Notice.

- 10.1 This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party.

Notice to County: County Judge
401 Jackson Street, 1st Street
Richmond, Texas 77469

Notice to the FBHA: Fort Bend History Association
Attention: President
PO Box 460
Richmond, TX 77406

If notice is delivered by mail, it shall be deemed received two (2) days after mailing.

11. Miscellaneous.

- 11.1 This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.
- 11.2 In the event of one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 11.3 The waiver by either party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
- 11.4 Any amendments/addendums to this agreement shall be of no effect unless in writing and signed by both parties hereto.
- 11.5 HUMAN TRAFFICKING. BY ACCEPTANCE OF CONTRACT, FBHA ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

12. Entire Agreement.

- 12.1 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, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

{Remainder of page intentionally left blank}

{Execution Page to Follow}

FORT BEND COUNTY

KP George,
County Judge

Date

ATTEST:

Laura Richard,
County Clerk

FORT BEND HISTORY ASSOCIATION

Claire Rogers
Authorized Agent - Signature

Claire Rogers
Authorized Agent - Printed Name

Executive Director
Title

9/19/2022
Date

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, Auditor

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