

AGREEMENT

1. Services

- 1.1 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.
- 1.2 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.
- 1.3 The Museum will use these Funds for one or more of the following activities: 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 may be suggested by the Texas Historical Commission and the Commissioners Court. The Museum may also use Funds for the operational expenses that are needed to perform these services.

2. Term

- 2.1 The term of this Agreement is October 1, 2025 through September 30, 2026. County may terminate this Agreement with thirty (30) days' notice to Museum.

3. Compensation

- 3.1 The County will make one annual payment not to exceed **\$30,000.00** to the Museum for services rendered pursuant to this Agreement.

4. Cooperation

- 4.1 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.

5. Independent Contractor

- 5.1 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.
- 5.2 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.

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 Museum 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 Museum while performing the terms of this Agreement.

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.

FORT BEND COUNTY

FBC HERITAGE UNLIMITED MUSEUM

KP George, County Judge

Doretha Spencer
Signature of Authorized Agent

Date

Doretha Spencer
Name of Authorized Agent

ATTEST:

Laura Richard, County Clerk

President
Title of Authorized Agent

12/14/2025
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