

ARF-1859

Item # ~~1859~~

REGULAR SESSION AGENDA

County Judge

Date: 10/26/2010

Museum Contract

Submitted By: Ann Werlein, County JudgeDepartment: County JudgeType of Item: ConsentRenewal Agreement/ YesAppointment:Reviewed by County YesAttorney's Office:Multiple Originals 2Y/N?:

InformationSUMMARY OF ITEM

Approve renewal agreement between Fort Bend County and the Fort Bend County Museum Association for an annual amount of \$100,000 and approve addendum regarding Dewalt Heritage Center for an annual amount of \$25,000 and the addendum for the Fort Bend County Heritage Unlimited Museum for an annual amount of \$12,500.

SPECIAL HANDLING

Fiscal ImpactACCTG UNIT or GRANT/PROJ NAME: Non-DeptACCT NAME or GRANT/PROJ ACTIVITY: FeesBUDGETED Y/N: yFISCAL SUMMARY:

AttachmentsLink: Contract

11-4-10 2 origs. each ret. to Ann at Co Judge

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

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

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 318.009 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, this is an Agreement for professional services and is exempt from competitive bidding as authorized by Section 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, 2010 through September 30, 2011. County may terminate this Agreement with 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, February, May, and August.

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.

VI.
Funds

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.

VII.
Terms and Conditions

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.

VIII.
Hold Harmless

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.

IX.
Assignment

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

X.
Termination and Notice

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 the County shall be delivered to:

County Judge
301 Jackson St., Suite 719
Richmond, Texas 77469

Notice to the Museum shall be delivered to:

The Fort Bend County Museum Association
Attention: President
P. O. Drawer 460
Richmond, Texas 77406

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

XI.
Miscellaneous

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.

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.

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.

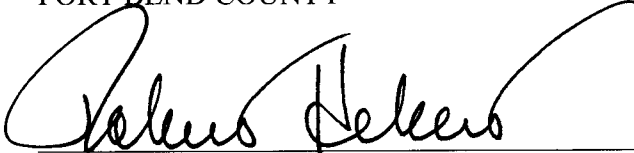
Any amendments to this agreement shall be of no effect unless in writing and signed by both parties hereto.

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:

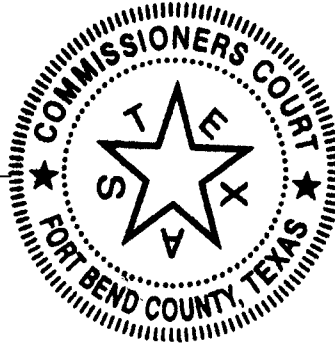
FORT BEND COUNTY


Robert E. Hebert, County Judge

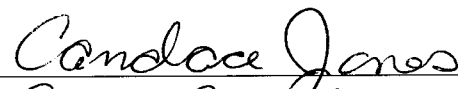
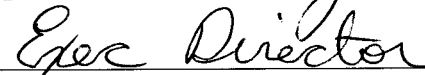
10-26-2010
Date

ATTEST:


Dianne Wilson, County Clerk



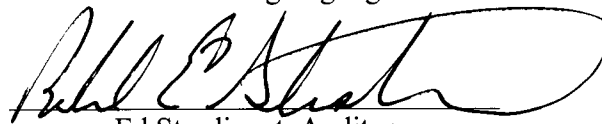
FORT BEND MUSEUM ASSOCIATION:



Title

9/23/10
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.


Ed Sturdivant, Auditor

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

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

Regarding DEWALT HERITAGE CENTER

This Addendum to the Renewal Agreement Between Fort Bend County and the Fort Bend County Museum Association ("Agreement") is made and entered into by and between FORT BEND COUNTY, TEXAS, ("County") and the FORT BEND COUNTY MUSEUM ASSOCIATION ("Museum.")

WHEREAS, on this same date the parties renewed the Agreement, for the County to appropriate funds for the Museum pursuant to Local Government Code 318.009; and,

WHEREAS, the parties wish to add certain terms and conditions to the Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants, representation and other promises, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Agreement is modified: as follows

The County agrees that it shall provide to the Museum additional funds in the amount of \$25,000.00 to be expended by the Museum in accordance with the provisions contained in the Agreement and contained herein.

The Museum agrees to continue to work with Fort Bend County in preserving, developing and maintaining the Historic Dew House as the DeWalt Heritage Center (the House). The additional funds of \$25,000.00 herein must be used to underwrite a portion of the development cost incurred by the Museum for the creation of a first-rate presence that fully represents the House as one of the last plantation style homes in the area and all aspects of the important DeWalt community on County history.

The Fort Bend Museum is the designated recipient of these funds and is accountable 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. The Museum agrees that it shall include the proposed activities for the DeWalt Heritage Center in their annual budget as a separate line-item.

The County will make payments quarterly to the Museum for the activities at the House, each payment in the amount of \$6,250 in the months of November 2010, February, May and August 2011.

The Museum will expend the funds on the activities for the fiscal year as reflected herein below.

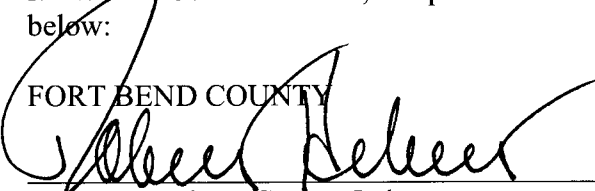
DeWalt Heritage Center Proposed Activities:

- ◆ The Museum will continue to identify, collect, and archive oral recollections, documents, photographs and other artifacts to assist current County renovation efforts.
- ◆ The Museum will provide assistance for the County's renovation efforts to ensure the design is consistent with historic interpretation and allows meeting spaces for community groups and special events.
- ◆ The Museum will collect Historic items that will be highlighted throughout the House.
- ◆ The Museum will develop additional plans for a second-floor educational museum exhibit.

Except as modified hereby, the terms and conditions of the original Agreement to which this Addendum applies shall remain in full force and effect and unchanged.


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

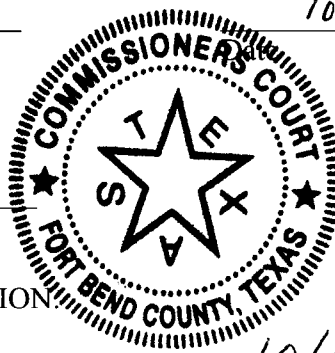
FORT BEND COUNTY


Robert E. Hebert, County Judge

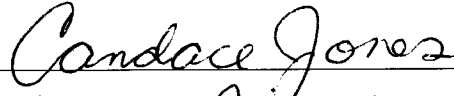
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ATTEST:


Dianne Wilson, County Clerk



FORT BEND COUNTY MUSEUM ASSOCIATION

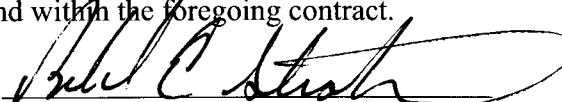

Exec Director

10/15/10
Date

Title

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$25,000.00 to pay the obligation of Fort Bend County under and within the foregoing contract.


Ed Sturdivant, Auditor

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

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

Regarding FORT BEND COUNTY HERITAGE UNLIMITED MUSEUM

This Addendum to the Renewal Agreement Between Fort Bend County and the Fort Bend County Museum Association ("Agreement") is made and entered into by and between FORT BEND COUNTY, TEXAS, ("County") and the FORT BEND COUNTY MUSEUM ASSOCIATION ("Museum.")

WHEREAS, on this same date the parties renewed the Agreement for the County to appropriate funds for the Museum pursuant to Local Government Code 318.009; and,

WHEREAS, the parties wish to add certain terms and conditions to the Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants, representation and other promises, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Agreement is modified: as follows

The County agrees that it shall provide to the Museum additional funds in the amount of \$12,500.00 ("Funds") to be expended by the Museum in accordance with the provisions contained in the Agreement and contained herein. The Funds will be paid to the Museum in the first quarter of the County's fiscal year.

The Museum agrees that it shall provide to Fort Bend County Heritage Unlimited Museum (Heritage Museum) the \$12,500.00 of this additional funding for purchasing objects and collection of objects that are historically significant to the western most part of the county, preparing, publishing, and disseminating by sale or otherwise, a history of the South Texas Region of the County from 1865-1965, educating the public, preserving, promoting and perpetuating the history and contributions of community settlements in the region, and funding other programs or activities as suggested by the Texas Historical Commission and the Commissioners Court.

The Museum is the designated recipient of these funds and is accountable 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.

The Museum agrees that it shall provide Heritage Museum the Funds only by reimbursement. Heritage Museum and the Museum have agreed that Heritage Museum will be required to submit documented expenditures monthly to the Museum. The expenditures must indicate the date, check number, name of payee, and general purpose of the payable.

On a case by case basis, large, one-time expenditures to be incurred by Heritage Museum can be paid immediately when original, pre-approved documentation is presented to the Museum for payment to Heritage Museum for the cost of the item.

Reimbursements will be made to the following address:

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

Heritage Museum has submitted an annual budget and a list of proposed activities for the fiscal year to the Museum as reflected herein below. Heritage Museum's fiscal year is from January-December. The County's fiscal year is from October 1, 2010 to September 30, 2011.


FBC Heritage Unlimited Museum Proposed Activities:

- Operations - \$3,850
- Exhibits - \$4,550
- Furniture/Fixtures - \$850
- Museum Development - \$3,250


Except as modified hereby, the terms and conditions of the original Agreement to which this Addendum applies shall remain in full force and effect and unchanged.

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

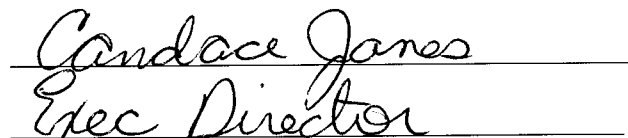
FORT BEND COUNTY

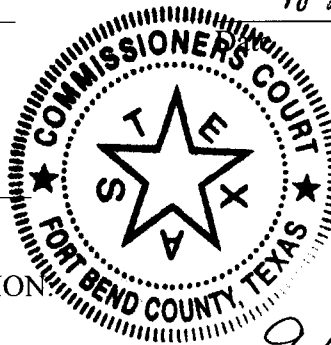

Robert E. Hebert, County Judge

ATTEST:


Dianne Wilson, County Clerk

FORT BEND COUNTY MUSEUM ASSOCIATION


Candace Jones
Exec Director
Title

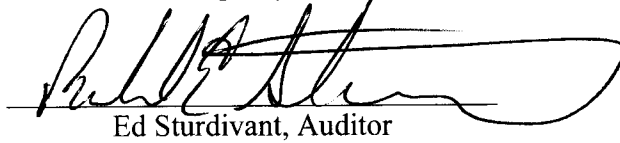


10-26-2010

9/23/10
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