

**AGREEMENT BETWEEN FORT BEND COUNTY AND
THE FORT BEND HISTORY ASSOCIATION REGARDING DEWALT HERITAGE CENTER FY2022**

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, 2021 through September 30, 2022.
- 3. Compensation.**
 - 3.1 The County will make one annual payment not to exceed Thirty Thousand and 0/100 dollars (**\$30,000.00**) to the Museum for services rendered pursuant to this Agreement.
- 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.

{Execution Page Follows}

{Remainder of Page Intentionally Left Blank}

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

KP George

County Judge KP George,
County Judge

12/7/2021

Date

ATTEST:

Laura Richard

Laura Richard,
County Clerk



FORT BEND HISTORY ASSOCIATION

Claire Rogers

Authorized Agent – Signature

Claire Rogers

Authorized Agent- Printed Name

Executive Director

Title

November 16, 2021

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 30,000.00 to pay the obligation of Fort Bend County under and within the foregoing Agreement.

Robert Ed Sturdivant

Robert Ed 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**

Certificate Number:
2021-824829

Date Filed:
11/17/2021

Date Acknowledged:
12/07/2021

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Fort Bend History Association
Richmond, TX United States

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

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.
13908
Fort Bend History Association (Dewalt Heritage Center) FY2022

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	KAMINSKI, TIM	MISSOURI CITY, TX United States	X	
	HAFNER, REBECCA	HOUSTON, TX United States	X	
	KNIPLING, KEELY	RICHMOND, TX United States	X	
	HEWITT, LYNN	RICHMOND, TX United States	X	
	NELSON, STEVE	SUGAR LAND, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)