

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AGREEMENT BETWEEN FORT BEND COUNTY AND
 FBC HERITAGE UNLIMITED MUSEUM
 FY 2025 - 2026**

THIS AGREEMENT (“Agreement”) is made and entered into by and between Fort Bend County (“County”), a body corporate and politic under the laws of the State of Texas, by and through the Fort Bend County Commissioners Court, and the FBC Heritage Unlimited Museum, (“Museum”) a public charity authorized to do business in the State of Texas.

WITNESSETH

WHEREAS, Tex. Loc. Gov’t. Code Ann. § 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 Ann. § 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 Museum for the purposes set forth in Tex. Loc. Gov’t. Code Ann. § 318.009;

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 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 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.

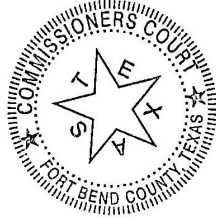
FORT BEND COUNTY

FBC HERITAGE UNLIMITED MUSEUM

KP George
KP George, County Judge

Doretha Spencer
Signature of Authorized Agent

January 8, 2026
Date



Doretha Spencer
Name of Authorized Agent

ATTEST:
Laura Richard
Laura Richard, County Clerk

President
Title of Authorized Agent

12/4/2025
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:
 2025-1399052

Date Filed:
 12/11/2025

Date Acknowledged:
 01/08/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 FBC Heritage Unlimited Museum
 Kendleton, 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.
 FY2025-2026
 Contract 26-CoJdg-100181

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

My address is _____, _____, _____, _____, _____.
(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)