Funding Agreement
Between
Collin County and the Cemetery Association of Murphy

That Collin County (hereinafter referred to as "County") and the Cemetery Association of Murphy, a Texas non-profit organization, acting herein through its duly authorized representative (hereinafter referred to as "Association")' enter into this Funding Agreement to set out the terms and conditions governing the award of County funds to the Association for the purposes set out herein.

WHEREAS, the Collin County Commissioners Court ("Commissioners Court") finds that the expenditure of public funds to the Association is in the best interest of Collin County and its citizens; and

WHEREAS, the County has determined that historical preservation and education may be promoted most effectively by implementing this agreement; and

WHEREAS, the Commissioners Court finds that expending public funds for the purpose stated above is a valid public purpose; and

WHEREAS, Collin County has funds available through the Collin County Historical Commission's Grant Program to enable the County to award **$1,000.00** to the Association for the purposes set forth in this Agreement; and

WHEREAS, the County and the Association find that this Agreement will benefit the residents of Collin County by protecting and promoting Collin County's rich history; and

WHEREAS, this agreement will support or advance the mission of the Collin County Historical Commission ("Historical Commission"); and

WHEREAS, the Association, through the application process, has demonstrated that it has the ability to perform such services.

NOW, THEREFORE, for and in consideration of the covenants, obligations, and undertakings of each of the respective parties to the Agreement, the parties hereby agree as follows:

ARTICLE I.

This Agreement provides the terms and conditions under which the County will make available the sum of **$1,000.00** to be used to support the Association by providing funds for items described in the application. The source of these funds is Historical Commission funds. In consideration of the County providing funding specified herein, the Association shall abide by the terms and conditions of this Agreement.

ARTICLE II.

The Association shall use any and all funds furnished by the County under this Agreement for the purposes outlined herein and in Exhibit "A" (attached).

1. Should the Association wish to utilize funds for any purpose other than those stated in the Application, such change in fund usage must be:

    a. Approved by the Association's Board, as evidenced by the official minutes of the Board authorizing the change;
    b. Approved by the Historical Commission, as evidenced by official minutes of the Commission;
    c. Approved by Commissioners Court.

All expenditures of Historical Commission grant funds must comply with this Agreement and its attachments.

Unexpended and unencumbered grant funds will revert to the Historical Commission's grant program funds.

ARTICLE III.

The Association may not assign any interest in this Agreement, whether in whole or part, without prior approval of the Historical Commission and the Commissioners Court, as reflected by Commissioners Court Order.

ARTICLE IV.

The County enters into this Agreement with the Association for the purposes enumerated in Article I. The Association asserts and agrees that the Association is an independent contractor and not an officer, agent, servant or employee of the County. The Association has exclusive control over the details of the activities necessary to accomplish the purposes outlined herein and in Exhibit "A", and is responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants. The doctrine of respondent superior does not apply between the County and the Association, its officers, agents, employees, contractors, subcontractors and consultants. Further, this Agreement does not create a partnership or joint enterprise between the County and the Association.

ARTICLE V.

The County agrees to fund the cost of items described in Exhibit "A" in an amount not to exceed **$1,000.00**. The County shall issue a check for the entire grant amount to the Association; the Association in return is responsible for submitting to the Historical Commission a final report (due by the end of the grant period) on the project for which the grant was awarded, including a detailed description of the expenses for what the grant award was used. This final report is a non-negotiable requirement for grant funds, non-compliance of which will necessitate the repayment of all grant award money by the Association to the County. In addition, any balance of grant award money not spent by the end of the grant period will be returned by the Association to the County. The Association shall be responsible for any costs exceeding the grant award maximum.

The Association shall display "Funded in part by the Collin County Historical Commission" on any advertising and promotional items for the project, and the Historical

Commission must be mentioned as a sponsor of the project in any publicity. The Association shall also provide final report summary at the completion of the funding period, or at the conclusion of the program, whichever comes first, to the contact identified on Exhibit "A". The Association must also maintain participating membership in good standing with the Historical Commission's County Historical Organization Coalition All projects for which the County has provided funds through the Historical Commission's Grant Program must be accessible and available to everyone, except where programs are age specific (e.g., children's programs).

ARTICLE VI.

INDEMNIFICATION. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this Agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this Agreement.

ARTICLE VII.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

ARTICLE VIII.

SEVERABILITY. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the agreement shall be enforced as if the invalid provision had never been included.

ARTICLE IX.

ENTIRE AGREEMENT. This Agreement embodies the entire Agreement between the parties and may only be modified in writing executed by both parties.

ARTICLE X.

SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

ARTICLE XI.

IMMUNITY. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other that those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE XII.

TERM. This Agreement shall be effective upon execution by both parties and shall continue in effect until the project is completed, or until the end of the grant cycle in which this award was given, whichever comes first.

ARTICLE XIII.

The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

EXHIBIT "A"

The County will provide the following funding assistance:

- For Maxwell Murphy Cemetery
  - A replacement perimeter fence
  - Crape myrtles

Total funding $1,000.00

Contact Information

Final reports should be submitted to:

Collin County Historical Commission
Grants Program
2300 Bloomdale Road, Suite 4192
McKinney, Texas 75071

Questions should be directed to:

Larry Collins
Chair, Grants Program
Collin County Historical Commission
Email: lcollins46@yahoo.com

Cemetery Association of Murphy
Project Manager Contact
(must be able to answer specific questions regarding project)

Name: WILBUR COTTLE
Address: 461 N. MAXWELL CREEK Rd.
MURPHY, TX 75094
Phone: 972 424 2700
Fax: _____
Email: worgcottle@VERIZON.NET

ATTEST:

By: Georgia D. Shepherd
Name: Georgia S. Shepherd
Title: Administrative Secretary
Date: 11/9/09

COUNTY OF COLLIN, TEXAS

By: Keith A. Self
Name: Keith Self
Title: County Judge
Date: 11/9/09

Executed on this 9th day of November, 2009, by the County of Collin, pursuant to Commissioners' Court Order No. 2009-808-09-28.

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____
Date: _____

CEMETERY ASSOCIATION OF MURPHY

By: Wilbur Cottle
Name: WILBUR COTTLE
Title: PRESIDENT
Date: 10/8/2009
Executed on behalf of the Cemetery Association of Murphy