

TEXAS HISTORICAL COMMISSION

real places telling real stories

3rd AMENDMENT

**TEXAS HISTORICAL COMMISSION
CONTRACT FOR SERVICES
808-10-0018**

Pursuant to Section VI, Term of Contract, which reads, *This contract shall begin The parties may modify this contract by mutual written agreement. This contract may be extended for up to one year at the option of the Texas Historical Commission.*

This is the third amendment to contract #808-10-0018 between Corpus Christi Museum of Science and History and the Texas Historical Commission (attached hereto as Exhibit B). This amendment modifies Section II by adding an additional service to be performed by the contractor to "Exhibit A" of the contract. It also modifies Section VII by extending the term of the contract for an additional year and four months.

All other conditions of the original contract will apply except for the amendments as follows:

II. STATEMENT OF SERVICES TO BE PERFORMED:

See revised "Exhibit A" attached.

VII. TERM OF CONTRACT:

This contract shall begin on January 1, 2010, after being signed by Receiving Agency, after first having been signed by Performing Agency, and will terminate on December 31, 2013. Upon 30 days prior notice, Receiving Agency may elect to cancel this contract at any time. The parties may modify this contract by mutual written agreement. This contract may be extended for up to one year at the option of the Texas Historical Commission.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to be effective as of August 31, 2012.

The parties to this contract hereby accept the terms of this contract and the amendment thereto. Persons signing are expressly authorized to obligate the parties to the terms of this contract and the amendment thereto.

Contractor

Ronald L. Olson, City Manager

Date: _____

CONCUR: _____
Rick Stryker, Director
Corpus Christi Museum of
Science and History

Texas Historical Commission

Executive Director

Date: 8/28/12

_____ AUTHORIZED

BY COUNCIL DATE: _____

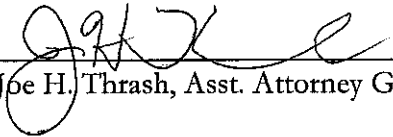
Secretary



RICK PERRY, GOVERNOR • SHERI S. KRAUSE, CHAIRMAN • MARK WOLFE, EXECUTIVE DIRECTOR



APPROVED AS TO FORM:



Joe H. Thrash, Asst. Attorney General

Date: 8/28/12

Corpus Christi City Attorney

Date: _____



EXHIBIT A Statement of Services to be Performed

The Performing Agency shall perform those services as outlined below.

1. Re-inventory collections held at CCM. Based on an updated specimen inventory provided by the THC, a methodical and comprehensive re-inventory of the collections held at CCM is expected that will provide a complete and accurate count of the artifacts in database format. This entails ensuring that each artifact(s) held in the collection correlates with an artifact(s) described in the database. Additionally, counts provided in the existing databases are to be checked against the actual number of artifacts maintained in the collections. This may involve the splitting of groups of artifacts held in common bags into individual items as necessary. If discrepancies are noted in the course of the re-inventory a record will be made using standardized forms provided by the THC. If the problem cannot be resolved by the Performing Agency a record is requested and the issue will be resolved in collaboration with THC personnel.
2. Replace existing artifact tags with tags provided by THC. These tags are to be placed with their accompanying artifact(s) and enclosed within a sealable 2-mil poly- bag (to be provided by THC).
3. Repackage artifacts as necessary. This entails placing artifacts in appropriate acid-free containers or 4-mil poly-bags within the appropriate cabinets.
4. Label all pertinent artifacts using the following general parameters and record in provided database the labeling status of artifacts within the collection. All artifacts larger than a quarter and not made of wood or other easily damaged material (i.e. textiles or organic samples) should be labeled using acid free archival ink (black or white as appropriate) placed between layers of acryloid B-72 or printed archival labels applied between layers of acryloid B-72. Labels should include the site trinomial (41MG86) and the full Artifact Identification number; if necessary, only the artifact identification number may be applied.
Example: 41MG86
 778-1.7
5. Identify objects in need of conservation treatment. During the course of the re-inventory, condition reports should be prepared for artifacts appearing to be in need of conservation treatment.
6. Update a copy of the provided database with correct information regularly throughout the course of work.
7. Work with City and State personnel to preserve and protect the *La Belle* collection's physical integrity.
8. Write chapters for the forthcoming technical volume on the following subjects: the firebricks and galley, spatial distribution and stowage. This includes a review of archaeological evidence as well as research into historical sources.

9. Create drawings and illustrations for the aforementioned chapters.
10. Edit all chapters for the *La Belle* technical volume, making notes for the authors.
11. Directly supervise volunteers who are assisting in the re-labelling and re-bagging process.
12. Communicate with members of the public about the *La Belle* collection at the Corpus Christi Museum, answering public inquiries regarding items.
13. \$2,500 of the budget is set aside for travel to Austin when needed.
14. Prepare artifact loans for the permanent and traveling exhibitions under preparation for the Bob Bullock Texas State History Museum.
15. Provide monthly progress reports consisting of the updated database file and copies of condition reports including photographs of artifacts that appear to be in need of conservation treatment.

EXHIBIT "B"

TEXAS HISTORICAL COMMISSION
real places telling real stories

1st AMENDMENT
TEXAS HISTORICAL COMMISSION
CONTRACT FOR SERVICES
808-10-0018

Pursuant to Section VI, Term of Contract, which reads, *This contract shall begin The parties may modify this contract by mutual written agreement. This contract may be extended for up to one year at the option of the Texas Historical Commission.*

This is an amendment to contract #808-10-0018 between Corpus Christi Museum of Science and History and the Texas Historical Commission (copy attached). This amendment adds additional services to be performed, extends the term of the contract, and increases the amount of the contract.

All other conditions of the original contract will apply except for the amendments as follows:

II. Statement of Services to be Performed:

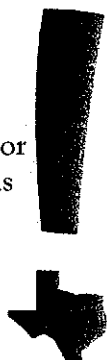
The performing agency shall conduct a complete re-inventory of the *La Belle* artifact collections held at the Corpus Christi Museum of Science and History that will result in a complete and accurate count of the artifacts and a revised artifact database. The performing agency will conduct historical research and independent analysis of artifacts and will use research findings to write/edit chapters of published technical report of the *La Belle* collection and create drawings and illustrations for the aforementioned chapters. Additionally, performing agency will analyze artifacts in the collection in order to resolve discrepancies in inventory and reconcile artifact descriptions in database and collection records. Included also is travel to Austin when necessary. The scope of those services are more fully set forth in the document titled, Statement of Services to be Performed, attached hereto as "Exhibit A."

IV. Contract Amount:

The total amount of this Contract will not exceed \$50,000 (FIFTY THOUSAND DOLLARS AND NO/100).

VI. Term of Contract:

This contract shall begin on January 1, 2010, after being signed by Receiving Agency, after first having been signed by Performing Agency, and will terminate on July 31, 2011. Upon 30 days prior notice, Receiving Agency may elect to cancel this contract at any time. The parties may modify this contract by mutual written agreement. This contract may be extended for up to one year at the option of the Texas Historical Commission.



THE UNDERSIGNED PARTIES BIND THEMSELVES TO THE FAITHFUL
PERFORMANCE OF THIS CONTRACT.

Contractor

Texas Historical Commission

Angel R. Escobar
Angel R. Escobar
City Manager

Mammy Wolf
Executive Director

9/1/10
Date

8/9/10
Date

CONCUR: Rick Stryker
Rick Stryker, Director
Corpus Christi Museum of Science and History

APPROVED AS TO FORM

Joe H. Thrash
Joe H. Thrash
Assistant Attorney General

DATE: 8/6/10

Asst. City Attorney for City Attorney
Asst. City Attorney for City Attorney

DATE: 8/20/10

Res. 028743 AUTHORIZED
BY COUNCIL 08/31/10
AC
SECRETARY *305*

TEXAS HISTORICAL COMMISSION

real places telling real stories

2nd AMENDMENT

TEXAS HISTORICAL COMMISSION

CONTRACT FOR SERVICES

808-10-0018

Pursuant to Section VI, Term of Contract, which reads, *This contract shall begin The parties may modify this contract by mutual written agreement. This contract may be extended for up to one year at the option of the Texas Historical Commission.*

This is the second amendment to contract #808-10-0018 between Corpus Christi Museum of Science and History and the Texas Historical Commission (attached hereto as Exhibit A). This amendment extends the term of the contract for an additional year, it increases the contract amount from \$50,000 to \$92,106 (\$35,000 of which is contingent upon future funding to the THC for the 2012-2013 biennium by the Texas Legislature), and the amendment adds a new section to the contract (VIII. FUNDING) regarding funding.

All other conditions of the original contract will apply except for the amendments as follows:

IV. AMOUNT OF THE CONTRACT

The total amount of this Contract will not exceed \$92,106 (NINETY-TWO THOUSAND AND ONE HUNDRED AND SIX DOLLARS AND NO/100).

VI. TERM OF CONTRACT:

This contract shall begin on January 1, 2010, after being signed by Receiving Agency, after first having been signed by Performing Agency, and will terminate on August 31, 2012. Upon 30 days prior notice, Receiving Agency may elect to cancel this contract at any time. The parties may modify this contract by mutual written agreement. This contract may be extended for up to one year at the option of the Texas Historical Commission.

VIII. FUNDING:

The Parties acknowledge and agree that nothing in this agreement will be interpreted to create a future obligation or liability in excess of the funds currently appropriated to the agency by the Legislature of the State of Texas. In the event appropriated funds are not available to continue payments for work under this contract, the THC shall notify the Contractor as soon as reasonably possible, and THC may terminate the contract at that time or such other date as loss of appropriated funds may require. To the extent funds are available the Contractor shall be paid for work completed prior to the date of notice of termination. The THC shall not be liable for any damages or any other amounts which are caused by or associated with such termination.

THE UNDERSIGNED PARTIES BIND THEMSELVES TO THE FAITHFUL PERFORMANCE OF THIS CONTRACT.

Contractor

Margie C. Rose

for Ronald L. Olson, City Manager

7/12/11

Date

Texas Historical Commission

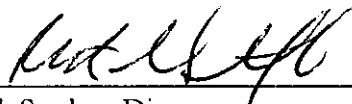
Mark Wolfe

Executive Director

5/27/11

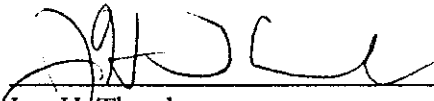
Date

RICK PERRY, GOVERNOR • JON T. HANSEN, CHAIRMAN • MARK WOLFE, EXECUTIVE DIRECTOR

CONCUR: 
Rick Stryker, Director
Corpus Christi Museum of Science and History

Res. 029123 AUTHORIZED
BY COUNCIL 07/12/11
AC.
SECRETARY bb.

APPROVED AS TO FORM


Joe H. Thrash
Assistant Attorney General


Corpus Christi City Attorney

DATE: 5/6/11

DATE: 7-8-2011

COPY OF CONTRACT

#808-10-0018

CONTRACT #808-10-0018

STATE OF TEXAS
COUNTY OF TRAVIS

INTERAGENCY COOPERATION CONTRACT

THIS CONTRACT is entered into by and between the State agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of The Interagency Cooperation Act, Texas Government Code, Section 771.001 et seq.

I. Contracting Parties:

The Performing Agency: Corpus Christi Museum of Science and History
1900 North Chaparral Street
Corpus Christi, Texas 78401

The Receiving Agency: Texas Historical Commission
Archeology Division
P.O. Box 12276
Austin, TX 78711-2276

II. Statement of Services to be Performed:

The performing agency shall conduct a complete re-inventory of the *La Belle* artifact collections held at the Corpus Christi Museum of Science and History that will result in a complete and accurate count of the artifacts and a revised artifact database. The scope of those services are more fully set forth in the document titled, Statement of Services to be Performed, attached hereto as "Exhibit A."

III. Representation:

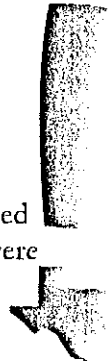
The person or persons performing this contract do not represent the Receiving Agency. The person or persons performing this contract may not represent themselves to the public that he or she acts on behalf of the Receiving Agency.

IV. Contract Amount:

The total amount of this Contract will not exceed \$30,000 (THIRTY THOUSAND DOLLARS AND NO/100).

V. Payment for Services:

The Receiving Agency shall pay for services received based upon interagency transfer vouchers electronically submitted to the Receiving Agency by the Performing Agency monthly for services provided by the Performing Agency. Payments received by the Performing Agency shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.



VI. Term of Contract:

This contract shall begin on January 1, 2010, after being signed by Receiving Agency, after first having been signed by Performing Agency, and will terminate on December 31, 2010. Upon 30 days prior notice, Receiving Agency may elect to cancel this contract at any time. The parties may modify this contract by mutual written agreement. This contract may be extended for up to one year at the option of the Texas Historical Commission.

VII. Nondisclosure Agreement

It is agreed by both parties to this Agreement that any confidentiality limitations are subject to the Public Information Act under Texas Government Code Chp. 552. Because of the nature of the archaeological information about specific site locations that the Performing Agency may obtain, including all information gathered, produced, derived, reviewed, analyzed, or controlled by Performing Agency in providing services under this Contract, the Performing Agency agrees that it will not divulge any information unless the Receiving Agency has given its express, prior, written consent to such disclosure, which consent must specifically identify the information that can be disclosed by the Performing Agency. The Performing Agency acknowledges that it is entering into a Nondisclosure Agreement with the Receiving Agency, and the Performing Agency further acknowledges the restrictions and obligations imposed there under.

The foregoing shall not prohibit or limit Performing Agency's use of information (including, but not limited to, ideas, concepts, know-how, techniques, methodologies, conservation methodologies, and analyses) (a) previously known to it, (b) independently developed by it, or acquired by it from a third party, or (d) that is or becomes part of the public domain through no breach by the Performing Agency of this Agreement.

All records, files, color slides, negatives, digital images, computer files, and reports will be turned over to the Texas Historical Commission. The Performing Agency is authorized to make duplicate copies of relevant slides, negatives, reports, and computer files for educational purposes.

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected agencies of State Government; (2) the proposed arrangements serve the interest of efficient and economical administration of State Government; and (3) the services, supplies, or materials contracted for are not required by Section 21 of Article 16 of the Texas Constitution to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Texas Government Code sec 442.005, the Interagency Cooperation Act, Texas Government Code, sec 771.001, et seq., and the current General Appropriations Act.

PERFORMING AGENCY further certifies that it has the authority to perform the services contracted by authority granted in Chapter 82, Texas Education Code, the Interagency Cooperation Act, Texas Government Code, sec. 771.001, et seq., and the current General Appropriations Act.

PERFORMING AGENCY
City of Corpus Christi

By: *Angel R. Escobar*
Angel R. Escobar
City Manager

CONCUR: *Rick Stryker*
Rick Stryker, Director
Museum of Science and History

Date 11/19/09

RECEIVING AGENCY
Texas Historical Commission

By: *Mark Wolfe*
Mark Wolfe, Executive Director

Res. 028415 AUTHORIZED
BY COUNCIL 11/17/09
A.C.
SECRETARY J.H.

Date: 12/2/09

APPROVED AS TO LEGAL FORM

By: *Joe H. Thrash*
Joe H. Thrash, Assistant Attorney General

Lisa Azulew, Interim City Attorney
Deborah Brown, Assistant City Attorney

Date: 12/2/09

Date: _____

EXHIBIT A Statement of Services to be Performed

The Performing Agency shall perform those services as outlined below.

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Example: 41MG86
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