

TEXAS  **STATE**[®]
FORENSIC ANTHROPOLOGY
CENTER

**Memorandum of Understanding
Between
CITY OF STEPHENVILLE, TX
And
Forensic Anthropology Center at Texas State**

This **Agreement** is entered into by the Forensic Anthropology Center at Texas State (FACTS) and the City of Stephenville, TX (CST) shown below as Agreeing Parties. This Agreement is effective on the date of the last signature (“Effective Date”).

SECTION I: AGREEING PARTIES

The Performing Agency

FACTS: Forensic Anthropology Center at Texas State
Texas State University
Department of Anthropology
601 University Drive, San Marcos, TX 78666

The Receiving Agency:

CST: City of Stephenville
298 Washington
Stephenville, TX 76401

SECTION II: STATEMENT OF SERVICES TO BE PREFORMED

FACTS will provide the following service in support of Stephenville’s Cemetery Survey of the Mt. Olive Cemetery:

- Coordinate with the City of Stephenville for mutually agreed upon delivery dates
- Preliminary GPR investigation of Mt. Olive Cemetery
- A finalized report of the GPR Survey
- A recommendation for completion of the Mt. Olive Cemetery Project
- Housing, Per Diem, and Travel for all FACTS personnel

CST will provide the following in support of the Cemetery Survey of Mt. Olive Cemetery by **FACTS**:

- Coordinate with FACTS for mutually agreed upon delivery dates
- Access to Mt. Olive Cemetery
- If needed, grounds maintenance for proper GPR investigation
- If needed, security for FACTS personnel while conducting the Mt. Olive Cemetery Survey

SECTION III: PAYMENT OF SERVICES

CST will pay **FACTS** \$2000 by December 1, 2021 and \$2000.00 within 15 days of delivery of the finalized report.

SECTION IV: TERMS OF AGREEMENT

This Agreement begins on the Effective Date and terminates on December 1, 2022 unless extended or terminated by written agreement of the parties (Term of Agreement cannot transcend the biennium).

The **AGREEING PARTIES** hereby certify that:

- 1) The services specified above are necessary and essential, and are properly within the statutory function and programs of the Agreeing Parties, and
- 2) The services, supplies, and materials contracted for are not required by Section 21 of Article 16 of the Texas Constitution to be supplied under contract to the lowest responsible bidder.

The Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A party may evidence its execution and delivery of the Agreement by transmission of a signed copy of the Agreement via email. The Agreeing Parties bind themselves to the faithful performance of the Agreement.

Performing Agency:

Receiving Agency:

By: _____

By: _____

Name: Daniel J. Wescott

Name: Allen L. Barnes

Title: Director, FACTS

Title: City Manager

Date: _____

Date: _____