

Harris County



23.b.3.a
Precinct One

RODNEY ELLIS
COMMISSIONER

1001 PRESTON AVE., SUITE 950
HOUSTON, TEXAS 77002
(713) 274-1000

AGENDA ITEM

January 30, 2018

County Judge Ed Emmett
Members of Commissioners Court

Vote of the Court:

	Yes	No	Abstain
Judge Emmett	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Morman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

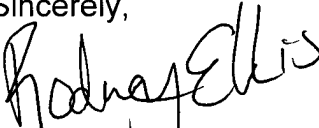
RE: Art Loan Agreements

Court Members:

Precinct One requests approval of the attached Art Loan Agreements.

Thank you for your consideration.

Sincerely,


Rodney Ellis

RE:MAA:seg

Attachment

xc: Brandon Dudley
Judy Springer
Deotis Gay

Presented to Commissioner's Court

JAN 30 2018

APPROVE CLM
Recorded Vol Page

HARRIS COUNTY
SUPPORTS
DEPARTMENT
18 JAN 24 AM 11:19

us-org 1tr + 1org agmnt each
Comm Pct 1- copy 1tr + 2org agmnts each

Rcvd 3 org agmnts each

ART LOAN AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Art Loan Agreement is made and entered into by and between AFRICAN ART GLOBAL, INC., a Texas corporation, hereinafter referred to as "AAG," and HARRIS COUNTY, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, AAG desires for County to display two large sculptures and twelve wooden/bronze sculptures/statues, hereinafter collectively referred to as the "Art," respectively at the Tom Bass Community Center and in Commissioner Precinct 1 offices; and

WHEREAS, County desires to display the Art;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to both parties, it is agreed as follows:

I.

AAG represents to County, understanding that County is relying on the representation, that AAG is the sole and legal owner and holder of the Art and that no other entity or person has any rights thereto. Between the parties, AAG will retain all ownership rights to the Art, and will not assign any of such rights without first notifying County, and County will not loan or sell the Art.

II.

AAG loans to County the Art to be displayed at Tom Bass Community Center and in Commissioner Precinct 1 offices for a period of two years beginning the first date after approval of this Agreement by both AAG and the Commissioners Court of County, unless sooner ended in accordance with the provisions hereof.

III.

Within 60 days of the effective date of this Agreement, AAG will inventory, securely pack, and deliver the Art to County at Tom Bass Community Center and the Commissioner Precinct 1 offices designated by the Commissioner of Precinct 1. AAG will then unpack and

display the two large sculptures and place the twelve wooden/bronze sculptures/statues in locations designated by the Commissioner of Precinct 1.

IV.

The Art will remain at the County during the loan period, and County will give the Art the same care as it does comparable property of its own. County will take reasonable precautions to protect the Art from fire, theft, damage, water, mishandling, dirt, vermin, pests, and extreme changes in light and humidity while at the County; however, County will not be responsible in any way for the damage, destruction, or theft of the Art, either in whole or in part. If the Art is in immediate danger of being damaged by flooding, water, or fire, County may move the Art to a safe location.

V.

AAG will maintain, repair, and insure the Art during the term of this Agreement.

VI.

County may photograph the Art for educational and publicity purposes, including, but not limited to, County's website, and the Art may be photographed by the general public without touching.

VII.

Prior to the execution of this Agreement, AAG has been advised by County, and AAG clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County has certified no funds for its performance of this Agreement and contemplates performing its obligations hereunder out of its current budget, and all obligations for which current revenue is not available will be contingent on County's appropriating funding for them in the future.

VIII.

Neither party will take any action or recourse against the other party for any default in the performance of obligations, or any breach of this Agreement, until 30 days after giving the other party written notice setting out in detail the type and nature of the default or breach, and the failure of the other party to cure such default or breach within such 30-day period.

IX.

Notwithstanding any other provision of this Agreement, either party may terminate this Agreement, without cause, upon giving the other party at least 30 days prior written notice of its intent to terminate.

X.

Within 60 days of the expiration or termination of this Agreement, AAG will securely pack and remove the Art from the County's premises.

XI.

Any notice required or permitted to be given to AAG by County hereunder may be given by certified mail, return receipt requested, addressed to African Art Global, Inc., Attention: Sam Njunuri, 5373 West Alabama, Suite 500, Houston, Texas 77056. Any notice required or permitted to be given to County by AAG hereunder may be given by certified mail, return receipt requested, addressed to Harris County, Attention: Commissioner Precinct 1, Harris County Administration Building, 1001 Preston, 9th Floor, Houston, Texas 77002. Notices shall be considered given and completed upon deposit in the United States mail as aforesaid. Either party may change its address pursuant to this article upon written notice to the other party.

XII.

The waiver by either party of the default, breach, or violation of any provision of this Agreement shall not operate as, or be construed to be, a continuing waiver of such default or breach nor as a waiver or permission, express or implied, of any other or subsequent default or breach.

XIII.

This Agreement shall be construed and governed according to the laws of the State of Texas, and venue shall be in Harris County, Texas.

XIV.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall continue in full force as though such invalid or unenforceable provision had not been part of this Agreement.

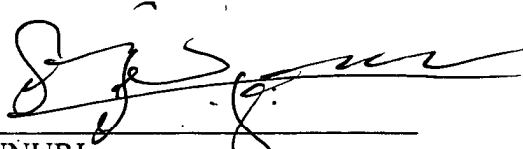
XV.

This Agreement constitutes the entire agreement between the parties hereto and no prior or contemporaneous oral or written promises or representations shall be binding. This Agreement shall not be amended, changed, or extended except by written instrument signed by both parties hereto.

[END OF PAGE – SIGNATURE PAGE FOLLOWS]

EXECUTED in triplicate originals.

AFRICAN ART GLOBAL, INC.


By 
SAM NJUNURI
Printed Title: MANAGER
Date Signed: Aug 15th, 17

APPROVED AS TO FORM:

VINCE RYAN
County Attorney

By 
M. SCOTT BRESK
Assistant County Attorney

HARRIS COUNTY

By 
ED EMMETT
County Judge

Date Signed: JAN 30 2018

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of JAN 30 2018 ~~2017~~, with the following members present, to-wit:

Ed Emmett	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Jack Morman	Commissioner, Precinct No. 2
Steve Radack	Commissioner, Precinct No. 3
R. Jack Cagle	Commissioner, Precinct No. 4

and the following members absent, to-wit: None
constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE AN ART LOAN AGREEMENT BETWEEN AFRICAN ART GLOBAL, INC., AND HARRIS COUNTY FOR THE LOAN OF SCULPTURES/STATUES TO THE COUNTY TO BE DISPLAYED AT TOM BASS COMMUNITY CENTER AND IN COMMISSIONER PRECINCT 1 OFFICES

Commissioner Cagle introduced an order and made a motion that the same be adopted. Commissioner Morman seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Ed Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Jack Morman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Steve Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that the County Judge is authorized to execute, for and on behalf of Harris County, an Art Loan Agreement between African Art Global, Inc., and Harris County for the loan of sculptures/statues to the County to be displayed at Tom Bass Community Center and in Commissioner Precinct 1 offices, the Art Loan Agreement being incorporated by reference for all purposes as though fully set out in this Order word for word.

Presented to Commissioner's Court

JAN 30 2018
APPROVE clm
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