

CONTRACT

(NUECES COUNTY/ ROBSTOWN AREA HISTORICAL MUSEUM)

STATE OF TEXAS *
 * **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF NUECES *

This agreement entered into on the date of its execution as set forth below by and between Nueces County, hereinafter called "County," and Robstown Area Historical Museum, hereinafter called "Historical Museum," an organization founded for the collection, preservation and dissemination of materials relating to the early history, culture, and heritage of the Robstown and surrounding areas within Nueces County.

WITNESSETH:

WHEREAS, the support of museums is a public purpose that helps to educate the public about such subjects as history, economics, and anthropology; and,

WHEREAS, the Historical Museum has established and maintains a museum; and,

WHEREAS, the Commissioners Court is authorized to establish, maintain, or contribute to a museum by §§ 319.001 and 319.002 of the Texas Local Government Code and the determinations of Texas Attorney General Opinion Nos. JC-0582(2002) and MW-423(1982);

NOW, THEREFORE, for and in consideration and exchange of mutual covenants and conditions contained herein, the County and Historical Museum agree as follows:

I.

Historical Museum will maintain a museum to collect, preserve and display materials relating to the early history, culture, and heritage of the Robstown and surrounding areas of Nueces County.

Historical Museum will provide program access or remove barriers to accessibility under the

Americans with Disabilities Act to allow individuals with disabilities the opportunity to participate and receive benefits of services, programs and activities.

II.

Historical Museum will submit semi-annual reports to the County indicating activities by Historical Museum in performance of its obligations pursuant to this agreement. Historical Museum shall include in its reports a detailed accounting of expenditures of County funds and any materials obtained or improvements to the museum. Such reports shall be presented to the County Commissioners Court at a noticed meeting.

III.

Historical Museum will diligently use its resources to provide the aforementioned museum.

IV.

As payment for these services to be rendered in the County's fiscal year 2017-2018, the County will provide \$2,000 subject to appropriations for the administration of Historical Museum activities in accordance with the 2017-2018 County Budget.

V.

Historical Museum will cause this funding to be segregated from other funds used for activities of Historical Museum unrelated to the purposes of this agreement.

VI.

This agreement shall continue in force and effect until September 30, 2018. In the event Historical Museum terminates its program related to the purpose of this agreement prior to the expiration of this agreement, the balance of any remaining funds shall be returned to the County in

the same proportion that County funds bear to the total funds received or in the possession by Historical Museum to conduct the activities related to this agreement.

WITNESS our hands on this ____ day of _____, 2018.

NUECES COUNTY

ROBSTOWN AREA HISTORICAL MUSEUM

BY: _____
Samuel L. Neal, Jr.
County Judge

BY: _____
Executive Director

ATTEST:

BY: _____
Kara Sands
County Clerk

Approved as to form:

BY: _____
Laura Garza Jimenez
County Attorney