



Founded in 1967 as the
Hidalgo County Historical Museum

Trustees
Mitch Roberts
Chairman, Edinburg
Willard Moon
Vice-Chairman, McAllen
Barbara Guerra
Chairman-Elect, Edinburg
Virginia Meyer
Secretary, Edinburg
Bob Almendarez
Treasurer, Edinburg
Kent Shepard
Past Chairman, McAllen
Steve Alaniz
Edinburg

Dora Brown
McAllen
Carlos Cardenas
McAllen
June Corso
McAllen
S. David Deanda
Pharr

Patsy de los Santos
Edinburg
Alice East
Linn
Patty Garza
Edinburg
Sylvia Sanchez Garza
McAllen
Maxine Guerra
Linn

Gretchen Kreidler
McAllen
Cullen R. Looney
Edinburg
Frances McAllen
Linn

Murray Meggison
McAllen
Susie Robertson
McAllen
Jamie Runnels
McAllen

Reba Showers
McAllen
Brad Williams
McAllen

Advisory Council
Gertrude Butcher
Edinburg

L. G. "Jerry" Canales
Edinburg
Humberto "Sonny" Cavazos
McAllen
Kathy Collins
McAllen
Sergio Contreras
McAllen

Madelaine McLelland
Harrington
Loretta Rusic
Edinburg

Norma Rodriguez
Edinburg
Bob Simpson
McAllen
Mickey Smith
McAllen

Shan Rankin
Executive Director

March 20, 2007

Mr. Valde Guerra
Budget Officer
Hidalgo County Courthouse
P. O. Box 1356
Edinburg, TX 78540

Dear Valde:

Enclosed per our conversation last week are two signed copies of the contract with the County for \$310,000 to provide museum services. Per our discussion, it is our understanding that an additional \$50,000 will be provided to the Museum during the course of 2007 to meet the customary \$360,000 that has been provided to the Museum annually. As I shared with you, these funds are very important because, based on the understanding that our 2006 funding level would continue, we have budgeted additional positions for 2007, and in the years to come. I really appreciate your visiting with me on the phone to assure me the funds will be forthcoming and am very grateful for your interest in the Museum.

As you are aware, **we are NOT asking for any MORE funding than we received in 2006**, but we have budgeted to distribute the same amount more heavily in the Operations area. As in years past, this support will help the Museum to stretch to yet another level to improve our services to the community. We are deeply grateful for the County's support.

With best wishes, I am

Sincerely yours,


(Mrs.) Shan Rankin
Executive Director

Enclosures

P. S. I am also enclosing the invoices for the period of time which elapsed while waiting for clarification of our status. Since the contract has not been formally approved we have left the approval date blank. Could you please write it in and send a copy to me?

2007 MAR 20 PM 3 03
HIDALGO COUNTY
BUDGET OFFICE

... preserving and presenting the borderland heritage of South Texas and Northeastern Mexico

121E. McINTYRE • EDINBURG, TEXAS 78541 • 956 383-6911 • fax 956 381-8518

STATE OF TEXAS

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COUNTY OF TEXAS

MUSEUM FUNDING AGREEMENT

This Museum Funding Agreement (the "Agreement") is made and entered into on this the 16th day of January, 2007 but is made effective the 1st day of January, 2007, by and between the County of Hidalgo, Texas, a political subdivision of the State of Texas hereinafter referred to as the "County" and the Museum of South Texas History, a Texas non-profit corporation hereinafter referred to as the "Museum".

WITNESSETH:

WHEREAS, County is authorized to operate and maintain parks, playgrounds and historical museums, pursuant to Tex. Loc. Gov. Code 331.001, et seq., and may, in connection with the authority to establish museums, acquire and display collections, books, paintings, sculptures, coins and other objects of historical significance to the County; and

WHEREAS, as consideration for the Museum to provide the services of a County historical museum located in Edinburg, Hidalgo County, Texas which is open to the public, County desires to provide financial support to the Museum; and

WHEREAS, County desires to assist Museum by providing funding for use by the Museum in operating its facilities during the calendar year 2007.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Museum agree as follows:

1. **Obligation of Museum.** During the period of this Agreement, Museum agrees to provide a historical Museum for all persons in Hidalgo County. The Museum will be open to the public on a regular basis on days and at times that are reasonably set by the Board of Trustees of the Museum. Museum agrees to display collections, historical books, paintings, sculptures, coins and other objects or collections of historical significance to the public at the Museum site and agrees to continue to acquire such items, objects and collections of historical significance. In addition, Museum agrees to use the funds provided by County pursuant to this Agreement to operate a historical museum for the purposes of acquiring, constructing, maintaining, and displaying to the public permanent exhibits of historical significance to the County.
2. **Museum Programs.** Museum also agrees to periodically conduct programs related to significant areas of interest in the history of Hidalgo County, Texas during the period of this Agreement.

3. **Consideration.** As consideration for the above and foregoing services that are provided for and on behalf of County, County agrees to pay Museum the sum of Three Hundred Ten Thousand and 00/100ths Dollars (\$310,000.00), payable in twelve (12) equal monthly installments, beginning January 1, 2007 and ending December 31, 2007.
4. **Term.** The period of this Agreement will be for one (1) year, commencing on January 1, 2007 and ending December 31, 2007.
5. **Liability for Museum Operation.** Museum assumes full responsibility and liability for conducting the programs and for any damage to the historical building site, the adjacent improvements occupied by Museum, or any of the personal property located upon the premises, including, but not limited to, all collections and items of historical significance, which may occur as a result of the public's use of the Museum.
6. **Indemnity.** Museum assumes and agrees to hold County harmless from any liability connected with any injury, death or damage to any person or property which may arise from or occur in connection with the maintenance, operation and use of the historic Museum site and any of the adjacent buildings utilized by Museum to perform the services provided by it, pursuant to sections 1 and 2 above. Museum will indemnify and hold County harmless from any and all damage arising from any injury, death or damage which may arise from an injury, death or damage to any person or item of property which occurs as a result of Museum's operation and use of the Museum's property that is utilized to perform and present the services set forth in sections 1 and 2 above. Museum agrees to purchase liability insurance to fully protect it and County from any such injury or damages in at least the amount prescribed by the Texas Tort Claims Act, Tex. Civ. Prac. and Rem. Code §101.001 et seq., as now existing or hereinafter amended, replaced or recorded.
7. **No Restriction on County.** No provision of this Agreement will restrict or deprive County of any powers or other lawful authority which it may presently possess with regard to the establishment or maintenance of other museum or the collection of any items related to the history of Hidalgo County or the South Texas area.
8. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
10. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the County and Museum, and not otherwise.
11. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
12. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: Hidalgo County, Texas
Attention: County Judge
P.O. Box 1356
Edinburg, Texas 78540-1356

If to Museum : Museum of South Texas History
Attention: Executive Director
121 E. McIntyre
Edinburg, Texas 78541

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

13. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

14. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
15. **Assignment.** This Agreement shall not be assignable.
16. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
17. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
18. **Authority to Execute.** The execution and performance of this Agreement by District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Museum and County in accordance with its terms.
19. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.
20. **Record Keeping and Audit.** Museum agrees to maintain records and reports as are necessary to establish the use of County funds under this Agreement for the purposes outlined in section 1 of this Agreement, and agrees to make those records and reports available to the County, and other local, state or federal agency or authority that may exercise jurisdiction over County funds. In addition, Museum agrees to comply with the reasonable requirements and standards of the Hidalgo County Auditor with respect to accounting for and reporting funds provided by County. Funds provided to Museum hereunder must be used in an activity that meets one of the objectives listed in Tex. Loc. Govt. Code §318.011 and 331.001, et. seq.

WITNESS THE HANDS OF THE PARTIES and effective as of the day and year first written above.

COUNTY OF HIDALGO, TEXAS



J. D. Salinas, III County Judge

ATTEST:



Arturo Guajardo, Jr. County Clerk

Museum of South Texas History

By: _____
Chairman, Board of Trustees

ATTEST:

Secretary

APPROVED BY
COMMISSIONERS' COURT
ON: JAN 16 2007

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: 

Stephen L. Crain

COUNTY OF HIDALGO, TEXAS

J. D. Salinas, III County Judge

ATTEST:

Arturo Guajardo, County Clerk

Museum of South Texas History

By: 

Mitch Roberts, Chairman, Board of Trustees

ATTEST:

Secretary

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY:

Stephen L. Crain