

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

AGREEMENT FOR PROVISION OF HISTORICAL EDUCATIONAL AND TOURISM SERVICES AND UTILIZATION OF COUNTY FUNDS IN CONNECTION THEREWITH

SECTION I. PARTIES TO AGREEMENT

This agreement ("Agreement") is made and entered into by and between Collin County, hereinafter referred to as "County" and the North Texas History Center referred to as "NTHC". The parties hereto have severally and collectively agreed and by execution hereof are bound to the mutual obligations and to the performances and accomplishment of the tasks hereinafter described.

SECTION II. NTHC PERFORMANCE

NTHC shall assume full responsibility for the safeguarding of the funds contributed by the County under this Agreement and shall use reasonable measures to protect against fraud, theft and/or loss of such funds, or any portion thereof. In addition, NTHC shall assume full responsibility for payment of taxes, if any, on such funds once they are received from the County.

NTHC shall provide an educational experience to Collin County residents and promote tourism in Collin County by funding and conducting a civil war reenactment event titled the Battle for Myers Landing. The event will be held at Myers Park, November 6-8.

SECTION III. TERM

The period for performance of this Agreement shall commence July 27, 2009, and shall terminate on November 9, 2009.

SECTION IV. COUNTY OBLIGATION

Notwithstanding any other provision of this Agreement, the total payment of all payments and other obligations made or incurred by the County hereunder shall not exceed the sum of \$19,193. The County shall make a lump sum payment for such services no later than July 27, 2009.

SECTION V. REPORTS

NTHC shall submit to the Collin County Judge written reports regarding the date, nature and amount of funds distributed by the NTHC for the conduct of the Battle for Myers Landing on the first of

each month beginning August 1, 2009.

The County, at its option, reserves the right to have NTHC submit other information and records pertinent to NTHC's performance hereunder as may be reasonably required by County.

SECTION VI. COUNTY MONITORING

NTHC shall permit County to inspect and shall make available to the County for inspection any or all pertinent records, files, information or other written material maintained by NTHC. NTHC shall permit County free access to all premises under its control for purposes of verifying NTHC's performance of its obligations hereunder.

SECTION VII. EXCLUSIVE USE OF FUNDS FOR THE CONDUCT OF THE BATTLE FOR MYERS LANDING

The funds provided by County to NTHC hereunder shall be exclusively utilized for the conduct of the Battle for Myers Landing. Specifically, these funds shall be used for out of pocket expenses directly related to the reenactment event and cannot be used for internal NTHC ongoing operations or unrelated events.

SECTION VIII. CONFLICT OF INTEREST

No official or employee of the County and no employee of the NTHC, nor any member of the NTHC's governing board or body, and/or person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects his or her personal pecuniary interest.

SECTION IX. COMPLIANCE WITH LAWS

NTHC shall comply with all applicable laws, ordinances, codes and regulations of the state, local and federal governments.

SECTION X. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the County is contracting with the NTHC as an Independent Contractor and that the NTHC as such, agrees to hold the County harmless and to indemnify it from and against any and all claims, demands and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by the NTHC under this Agreement.

SECTION XI. ORAL AND WRITTEN AGREEMENTS

All oral or written agreements, relating to the subject matter of this Agreement and which were made prior to the date of commencement specified in Section IV, between the NTHC and the County are expressly superseded by this Agreement.

SECTION XII. AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement shall be by amendment hereto in writing and executed by both parties hereto except as may be expressly provided for in some other manner by the terms of this Agreement.

SECTION XIII. LEGAL AUTHORITY

- A. The NTHC assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passes or taken giving the NTHC legal authority to enter into this Agreement and to perform the services NTHC has obligated itself to perform under this Agreement.
- B. The person or persons signing this Agreement on behalf of the NTHC warrant and guarantee to having been duly authorized by the NTHC to execute this Agreement on behalf of the NTHC, and to validly and legally bind NTHC to all terms, performances and provisions herein set forth.
- C. The County shall have the right, at its option, to either temporarily suspend or permanently terminate performance under this Agreement, and/or terminate this Agreement if there is any dispute as to the legal authority of either the NTHC or the person signing this Agreement to enter into this Agreement. NTHC is liable to County for any undistributed funds from the County for performance of the provisions of this NTHC, if the County has suspended or terminated this Agreement for any reason.

SECTION XIV. AUDIT

At its sole discretion, the County may arrange for an independent audit of all funds received by NTHC under this Agreement by the County audit staff, or a certified public accountant, and NTHC consents and agrees to such audit.

WITNESS OUR HANDS EFFECTIVE THIS 14 DAY OF July, 2009

“NTHC”

[Name]

Victoria Day

By:

Title: Executive Director

“COUNTY”

COLLIN COUNTY, TEXAS

Approved and accepted on behalf of Collin County, Texas

Keith A. Self

By:

Title: County Judge

Attest:

Georgia D. Shepherd