

**MEMORANDUM OF AGREEMENT
BETWEEN
TEXAS A&M UNIVERSITY-KINGSVILLE
AND
LULAC COUNCIL #1 FOUNDATION
(DBA THE TEJANO CIVIL RIGHTS MUSEUM)**

This Agreement is made and entered into on the date of the final signature hereto, by and between Texas A&M University-Kingsville, a member of The Texas A&M University System and an agency of the State of Texas, located at 700 University Boulevard, Kingsville, Texas 78363 (hereinafter referred to as "TAMU-K") and LULAC Council #1 Foundation, Inc., a non-profit 501(c)(3) corporation with offices located at 4418 Shaw Street, Corpus Christi, TX 78416, doing business as the Tejano Civil Rights Museum.

Whereas:

TAMU-K and LULAC Council #1 Foundation have a shared interest in all matters related to preserving, sharing, and celebrating Tejano history and culture in South Texas.

TAMU-K and the LULAC Council #1 Foundation desire to engage in educational and cultural activities related to preserving and highlighting Tejano history and culture to the mutual benefit of both and for the greater South Texas region.

The parties agree as follows:

1. LULAC Council #1 Foundation will enter into an agreement with the City of Corpus Christi to lease the Grande-Grossman House in Heritage Park for the operation of the Tejano Civil Rights Museum.
2. LULAC Council #1 Foundation (DBA the Tejano Civil Rights Museum) will be responsible for paying for rent and utilities, maintaining appropriate insurance, and covering any other charges associated with the Grande-Grossman House.
3. The College of Arts and Sciences at TAMU-K will propose the creation of the Center for Tejano and Mexican-American Studies to The Texas A&M University System (TAMUS) Board of Regents as early as Spring 2014. Should it be approved, this Center will help 1) to coordinate educational and cultural activities at the Tejano Civil Rights Museum and 2) to position TAMU-K to apply for applicable state and federal (including NEH and NEA) grants that would support the mission and operations of the Tejano Civil Rights Museum. When appropriate, these grant applications will be submitted jointly with LULAC Council #1 Foundation (DBA the Tejano Civil Rights Museum).
4. Coordinated through the College of Arts and Sciences, TAMU-K will sponsor programming in support of the Tejano Civil Rights Museum that may include, but not be limited to the following:

- a. Offering two major art exhibits each year (one each during the fall and spring semesters) through the Department of Art, Communication, and Theatre (A.C.T.) at TAMU-K.
 - b. Screening documentary films related to Tejano and Mexican-American history and culture.
 - c. Offering public lectures tied to a variety of College of Arts and Sciences disciplines.
 - d. Providing travelling museum programs and exhibitions that would be jointly booked at the Ben Bailey Art Gallery or Conner Museum at TAMU-K. Exhibits booked jointly with the Ben Bailey Art Gallery or the Conner Museum will be covered by TAMU-K insurance in accordance with TAMUS policies and procedures.
 - e. Offering summer enrichment activities that will include an art exhibit and several workshops for adults and children coordinated by A.C.T. A minimal fee would be associated with the workshops, but scholarships would be made available. After covering costs, any fees collected for these enrichment activities/workshops would be split 50-50 between the College of Arts and Sciences and the Tejano Civil Rights Museum and would be used for scholarships, operational matters or to contract speakers or exhibitions. Once approved, the Center for Tejano and Mexican-American Studies would receive the College of Arts and Sciences' portion of any proceeds.
5. LULAC Council #1 Foundation (DBA the Tejano Civil Rights Museum) will provide volunteer labor for staffing the Tejano Civil Rights Museum during normal hours of operation and for special events.
 6. LULAC Council #1 Foundation will provide additional security as necessary for special events hosted at the Grande-Grossman House.
 7. LULAC Council #1 Foundation will apply for grants (including Community Block Development Grant funds) as opportunities arise. When applicable, these grants will be submitted jointly with TAMU-K.
 8. TAMU-K will provide in-kind startup funds of \$10,000 to assist in staffing the Tejano Civil Rights Museum during its first year of operation.
 9. TAMU-K will provide in-kind support of Tejano Civil Rights Museum activities with a variety of educational and creative activities offered by faculty and staff.
 10. The following individuals will be responsible for the development and implementation of this Agreement.

For: TAMU-K
 Dr. Abbey Zink (or successor)
 Dean, College of Arts and Sciences

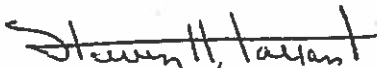
For: LULAC Council #1 Foundation
 Dr. Nicholas Adame (or successor)
 Chairman

11. This Agreement will be in effect five years from the date of signing. Either party may terminate this Agreement by giving 30 days written notice to the other party provided that such termination will not affect the completion of any activity underway at the

time or any previously advertised activity in which monetary commitments have been made.

12. All modifications to this Agreement must be in writing and signed by authorized individuals of the parties.
13. The individuals executing this Agreement on behalf of each party represent and warrant that they are each the duly authorized representatives of such party on whose behalf the individuals are signing, each with full power and authority to bind said party to each term and condition set forth in this Agreement
14. Each party shall bear its own costs and expenses incurred under this Agreement without expectation of reimbursement from the other party.
15. This Agreement does not create a partnership or joint venture between the parties and neither party may obligate or bind the other in any manner.

Dated: 12 / 02 / 2013



Texas A&M University-Kingsville
By: Dr. Steven H. Tallant
Title: President

Dated:

 12 - 2 - 13

LULAC Council #1 Foundation
By: Dr. Nicholas Adame
Title: Chairman