

STATE OF TEXAS X MANAGEMENT AND SERVICES CONTRACT  
COUNTY OF TRAVIS

WITNESSETH, this Contract and Agreement for management and services to be performed by the STATE BAR OF TEXAS, an administrative agency of the Judicial Department of the State of Texas, hereinafter called the "STATE BAR", and the TEXAS BAR FOUNDATION, a Texas non-profit corporation, hereinafter called the "FOUNDATION", such parties acting herein by and through their duly authorized officers and representatives:

I.

WHEREAS the FOUNDATION does not currently maintain any offices and/or personnel for the purpose of carrying out these separate functions, and

WHEREAS the STATE BAR maintains offices, services and management and personnel/staff support at its principal place of business, 1414 Colorado Street, Austin, Texas 78711, and

WHEREAS the FOUNDATION is desirous of entering into a contract and agreement by which the BAR will furnish, for good and valuable consideration as hereinafter set forth, such space in the Texas Law Center, 1414 Colorado Street, Austin, Texas, and such services, management and staff support as may be necessary and required during the term of this contract;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises, covenants, and agreements hereinafter set forth, the STATE BAR and the FOUNDATION AGREE:

II.

The FOUNDATION and the STATE BAR hereby agree that the FOUNDATION shall have, during this agreement, a non-exclusive right to the use of the space in the Texas Law Center, 1414 Colorado Street, Austin, Texas, as shall be from time to time, necessary for the FOUNDATION to carry out its functions. The FOUNDATION shall pay to the STATE BAR the sum of Two Hundred Fifty and no/100 (\$250.00) per month for such use. This fee shall be all utilities, excluding telephone services, janitorial services, security services and appropriate office furniture. Further, the STATE BAR agrees, without additional cost, to furnish parking beneath the Texas Law Center, pursuant to the policy of the STATE BAR as to priority of uses, as required for the staff or official functions of the FOUNDATION. Further, the STATE BAR agrees to furnish to the FOUNDATION the use of meeting rooms at the Texas Law Center, 1414 Colorado Street, Austin, Texas, subject to the policy of the STATE BAR as to priority of uses, without additional payment by the FOUNDATION.

III.

The STATE BAR agrees to furnish to the FOUNDATION, through the office of the Executive Director of the STATE BAR, management support and assistance including, but not limited to budgeting and accounting services, billing and collecting the annual contributions made by Fellows of the FOUNDATION, legal services (including

STATE BAR  
CENTRE  
QUIR  
AMERICAN BAR ASSOCIATION  
DIVISION FOR BAR SERVICES  
CLEARINGHOUSE AND LIBRARY

representation of the FOUNDATION in those matters wherein the interests of the STATE BAR and the interests of the FOUNDATION are neither adverse nor potentially adverse), personnel services, and other similar or related management services. Neither the Executive Director of the STATE BAR, nor any of the staff of the STATE BAR shall be considered employees of the FOUNDATION.

IV.

The STATE BAR shall furnish to the FOUNDATION all normal and routine staff support services, including secretarial services (including typing, filing and word processing), printing services, mailing services, copying services, telephone services (including long-distance, TEX-AN, WATS services as those are available from the STATE BAR), receiving services for mail or goods shipped, auditing, banking and payroll services. The STATE BAR shall furnish to the FOUNDATION all usual and necessary office supplies and materials including stationery, paper and other supplies.

V.

The STATE BAR agrees to receive, deposit and disburse, in strict accordance with the budget of the FOUNDATION, and at the direction of the FOUNDATION, all funds and monies of the FOUNDATION from whatsoever source derived, as well as to strictly account for and hold all property received for the account of the FOUNDATION. The budget and direction of the FOUNDATION shall both be transmitted to the STATE BAR in writing. Title to all records and books of the FOUNDATION shall remain in the FOUNDATION.

VI.

For and in consideration of the services described in Paragraphs III, IV and V herein, the Foundation hereby agrees to pay to the STATE BAR according to the following schedule.

A. For all management and secretarial services rendered to the FOUNDATION, the sum of One Thousand Five Hundred Twenty-Five and no/100 (\$1,525.00) Dollars per month. The prior written approval of the Chairman of the Board of Trustees of the Foundation shall be required prior to the STATE BAR undertaking to provide to the FOUNDATION any non-routine, extraordinary legal services.

B. For all accounting services rendered to the FOUNDATION, the sum of Four Hundred Fifty and no/100 (\$450.00) Dollars per month.

C. For all other services directly attributable to the FOUNDATION, the cost shall be billed to the FOUNDATION on a monthly basis. Expenses in this category include, but are not limited to, outside audit, mailing, printing, copying, telephone, typesetting, word processing equipment rental and operation and supplies.

D. All above fees and sums shall be billed to the FOUNDATION by the STATE BAR on a monthly basis and shall be paid within thirty (30) days from date of billing.

VII.

It is agreed by the parties hereto that this contract shall begin and become enforceable on the first day of October, 1984, and terminate on the thirty-first day of May, 1985. This contract shall be automatically extended annually beginning the first day of June, 1985, for a twelve month period unless one party hereto shall give written notification to

the other party of its intention to terminate sixty (60) days prior to the original termination date, or any extension of that date.

VIII.

The obligations and undertakings of each of the parties to this agreement shall be performable at 1414 Colorado Street, Austin, Travis County, Texas.

IX.

This agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent amendment or modification in writing, signed by the parties hereto. Any proposed amendment or modification of this agreement shall be submitted by the requesting party to the other party at least ninety (90) days prior to the suggested effective date thereof. Any such proposed amendment or modification shall not be effective until and unless same is accepted in writing by the receiving party.

X.

This agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

EXECUTED in duplicate originals on this 28 day of September, 1984.

STATE BAR OF TEXAS

Edward O. Coultas  
Executive Director

ATTEST:  
Paula Welch

TEXAS BAR FOUNDATION

Louise B. Raggio  
Chairman

ATTEST:  
Diana Corbin