

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE PRESERVATION BOARD
AND
THE TEXAS FACILITIES COMMISSION**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made by and between the State Preservation Board (“SPB”) and the Texas Facilities Commission (“TFC”) to facilitate House Concurrent Resolution (“HCR”) 53 enacted during the 85th Legislative Session. HCR 53 authorized the SPB, subject to State law and rules of the Board, to approve and permit the relocation of the Game Warden Memorial currently located at the Texas Freshwater Fisheries Center in Athens, Texas at a site outside of the historic Capitol grounds (the “Monument”).

WHEREAS, SPB and TFC are both agencies of the State of Texas (“State”); and

WHEREAS, SPB is the State agency with primary responsibility for preservation and maintenance of certain designated State buildings, their contents and their grounds, including the Capitol; and

WHEREAS, TFC is the State agency that controls the State-owned property within the Capitol Complex, other than the properties that are controlled by the SPB; and

WHEREAS, the Capitol Complex is defined by those sections as the state-owned property within the area that is bounded on the north by Martin Luther King, Jr., Boulevard, bounded on the east by Trinity Street, bounded on the south by 10th Street, and bounded on the west by Lavaca Street; and

WHEREAS, SPB is the State agency charged with reviewing and commenting on proposals to construct monuments within the Capitol Complex pursuant to Government Code Section 443.0071(a) and having review and approval authority over the site location, design and construction of memorials and monuments in the Capitol Complex pursuant to 13 Texas Administrative Code Section 111.25; and

WHEREAS, the Monument is to be located in the Capitol Complex, but outside of the Capitol Grounds, on the south side of the Sam Houston State Office Building and under the custodianship of TFC as further depicted on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, TFC desires to transfer ownership and responsibility of the Monument and all associated improvements constructed as a result of the Monument’s installation to SPB due to their expertise and to comply with HCR 53;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, TFC and SPB hereby agree as follows:

1. SPB shall follow the requirements of 13 Texas Administrative Code Section 111.25 to reach final approval of the relocation of the Monument and issue any necessary permits.
2. SPB will provide construction documents to TFC for review for conformance with the 2016 Texas Capitol Complex Master Plan.
3. Upon approval by SPB and prior to relocation of the Monument, TFC hereby transfers all rights in the Monument, including copyright, to the SPB.
4. Upon relocation of the Monument, SPB will maintain ownership and control of the Monument including all associated improvements constructed as a result of the Monument's installation and secure the necessary maintenance contribution as required by 13 Texas Administrative Code Section 111.25(c)(8)(N).
5. TFC will be responsible for the Monument site being included in the 2018 Texas Capitol Complex Master Plan.
6. The parties agree that the entity constructing the Monument shall be responsible for all analysis, engineering and other evaluation of the site for proper placement of the Monument. The entity constructing the Monument shall also be responsible for the repair of any damage caused to TFC property as a result of its construction activities.
7. If at any time, the Monument has to be temporarily removed or permanently relocated due to renovations or construction on the Sam Houston State Office Building grounds, TFC shall include any associated costs in the costs of the project. In such an event, TFC will closely coordinate and collaborate with SPB.
8. Should any one or more provisions of this MOU be held to be void, voidable, or for any reason whatsoever of no force and effect, such provision(s) shall be construed as severable from the remainder of this MOU and shall not affect the validity of all other provisions of this MOU, which shall remain in full force and effect.
9. This MOU is entered into by and between the entities shown above as contracting parties pursuant to the authority granted in and in compliance with Chapter 771 of the Texas Government Code. It is subject to the laws and jurisdiction of the State of Texas and shall be construed and interpreted accordingly. Nothing in this MOU shall be construed to reduce the statutory jurisdiction of either agency that is a party to this MOU.
10. For purposes of this MOU, the point of contact for each agency is as follows:

SPB: Point of Contact: Rod Welsh
Physical Address: 201 East 14th Street, Suite 950
Austin, Texas 78701
Mailing Address: P.O. Box 13286
Austin, Texas 78711
Telephone: (512) 463-5425

TFC: Point of Contact: Peter Maass
Physical Address: 1711 San Jacinto Blvd.
Austin, Texas 78701
Mailing Address: P.O. Box 13047
Austin, Texas 78711-3047
Telephone: (512) 463-3446

- 11. This MOU shall be effective upon execution by both parties, and it shall continue in effect thereafter until it is terminated by operation of law or a written agreement signed by authorized representatives of both parties.
- 12. All oral or written agreements between the parties hereto relating to the subject matter of this MOU that were made prior to the execution of this MOU have been reduced to writing and are contained herein. Any alteration, addition to, or deletion from the terms of this MOU shall be by written amendment by all parties to this MOU.

TEXAS FACILITIES COMMISSION

STATE PRESERVATION BOARD

By: [Signature]
Harvey Hilderbran
Executive Director

By: [Signature]
Rod Welsh
Executive Director

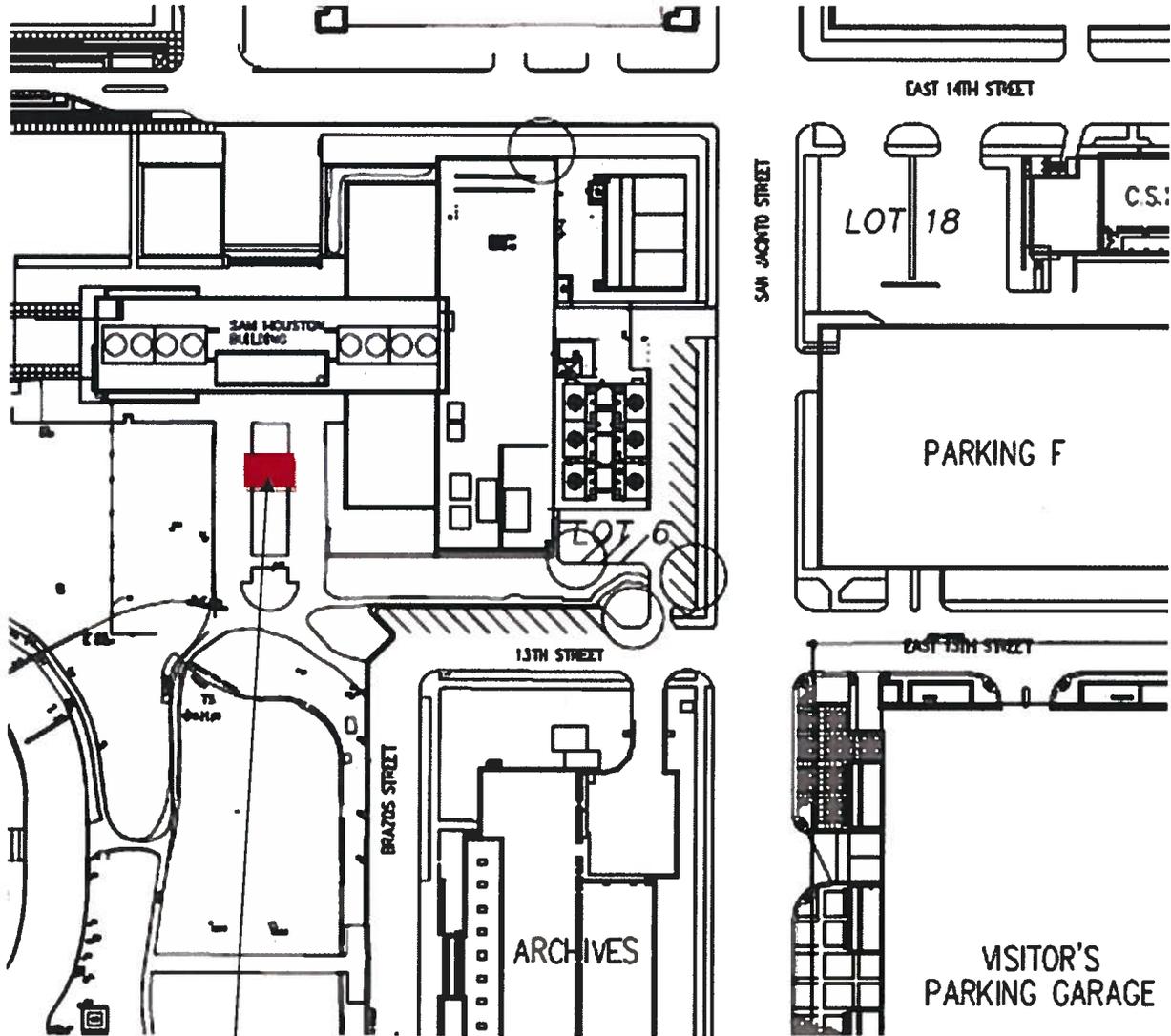
Date of Execution: 8-28-17

Date of Execution: 8/31/17

[Signature] GC
[Signature] DED

TFC CONTRACT NO 17-125-000
EXHIBIT A

TFC CONTRACT NO 17-125
EXHIBIT A



Proposed
Monument
Location



NORTH