

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

THIS MEMORANDUM OF AGREEMENT (MOU) is made by and between the State Preservation Board (SPB) and the Texas Facilities Commission (TFC) to facilitate House Current Resolution (HCR) 70 enacted during the 84th Legislative Session. HCR 70 authorized the SPB, subject to State law and rules of the Board, to approve and permit the construction of a monument at the State Capitol Complex, at a site outside of the historic Capitol grounds, honoring Texans who served during the Global War on Terror as part of the U.S. Armed Forces and their families (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 southeast corner of the Lorenzo de Zavala State Office Building grounds, which is block 147 of the original Austin plat, occupied by the Texas State Library and Archives Commission, 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 to SPB due to their expertise and to comply with HCR 70;

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 design 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 construction of the Monument, TFC hereby transfers all rights in the Monument, including copyright, to the SPB.
4. Upon completion of the Monument, SPB will maintain ownership and control of the Monument 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 any damage caused to TFC property as a result of its construction activities.
7. The parties agree that 1.25 life-size shall be the size for the Monument unless agreed upon by both agencies and the location is appropriate for a larger size.
8. If at any time, the Monument has to be temporarily removed or permanently relocated due to renovations or construction on the Lorenzo de Zavala 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.
9. SPB will coordinate any approval necessary by Texas Historical Commission.
10. 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.
11. 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.

12. 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 14 th 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

13. 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.
14. 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: 	By: 
Harvey Hinderbran Executive Director	Rod Welsh Executive Director

Date of Execution: 3-20-17 Date of Execution: 3/21/17

 GC
 DED

TFC CONTRACT NO 17-051-000
EXHIBIT A

