

**INTERLOCAL CONTRACT
BETWEEN
THE TEXAS HISTORICAL COMMISSION
AND
THE COUNTY OF GOLIAD, TEXAS**

This Interlocal Contract (“Contract”) is entered into by and between the Texas Historical Commission (“THC”), an agency of the State of Texas, and Goliad County (“Goliad County” or “County”), an established county of the State of Texas governed by a Commissioners Court consisting of the County Judge and County Commissioners. THC and Goliad County are sometimes hereafter referred to individually as “Party” and collectively as “Parties.”

WHEREAS, this Contract is made by and between THC and Goliad County pursuant to the provisions of “The Interlocal Cooperation Act,” as codified in Chapter 791, Texas Government Code; and

WHEREAS, the THC is authorized to enter into an agreement with the County for the purpose of assisting in the efforts regarding the transfer of the Fannin Monument, securing THC land ownership, and restoration of the Goliad County historic courthouse. It is the intent of the agreement to partner with the County on its efforts to provide funding and needed stewardship of the courthouse and transfer of historical and archaeological resources and land adjacent to the Presidio La Bahia State Historic Site to THC to provide for the care, restoration, interpretation, and operational efficiency of the Presidio La Bahia State Historic Site. This effort will assist the THC in its efforts to prepare for the bicentennial of Texas in 2036 and to meet its obligation to provide good stewardship to the County for the preservation of the historic county courthouse; and

WHEREAS, the THC and Goliad County desire to set forth their respective expectations, rights, responsibilities and obligations with respect to their cooperation in building a relationship to promote Texas history.

NOW, THEREFORE, in consideration of the above premises and the mutual promises and covenants herein set forth, this Contract consists of two articles. Article 1 is the non-binding portion of this Contract containing the general understandings and intentions of the Parties. Article 2 contains terms to which the Parties agree to be bound. The Parties agree as follows:

Article 1

- 1.1 This Article 1 is not intended to be legally binding on either Party.
- 1.2 The Parties desire to work collaboratively in coordinating the planning and interpretive efforts concerning the presentation of Texas history through the development of a renovated and improved business operation at the Presidio La Bahia State Historic Site incorporating the Fannin Monument and the Angel of Goliad Plaza.

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It is the intent of THC and Goliad County to work cooperatively in the planning of the historic site's interpretation and development and its future focus, topics, and operational needs regarding the Fannin Monument and the Angel of Goliad Plaza.

The THC will be available to assist the County in its efforts to plan for future restoration and maintenance. THC will be available to consult and advise the County.

The THC and County will support each other in any future funding request to the Legislature for construction and operational support of the Presidio La Bahia State Historic Site, as well as coordinate in any capital funding campaigns that may be developed to honor and preserve the history of Texas with the Presidio La Bahia State Historic Site and the Goliad County Courthouse.

THC and Goliad County will work cooperatively to connect the programming and operations of the Presidio La Bahia State Historic Site to provide the best heritage tourism service delivery to the public and connect to the THC's network of historic sites and museums. The partnership will work to enrich and expand economic opportunities for each, provide opportunities for the citizens of the county and the state, and strive to meet Texas educational standards for the programming to be developed and offered at the Presidio La Bahia State Historic Site and the THC's network of historic sites.

- 1.3 The County has a duty to provide stewardship and care to its historic county courthouse. The THC will assist the County to restore its historical courthouse to continue to provide public services to its citizens and be a beacon to celebrate the culture and history of strong local government in Texas.

Article 2

- 2.1 This Article 2 is intended to be legally binding on the Parties.
- 2.2 The Contract is effective as of the date of the last signature below (the "Effective Date").
- 2.3 Each Party acknowledges that neither Party will have any legal rights or obligations as to the understandings and intentions in Article 1, and neither Party should or may take any action or fail to take any action in detrimental reliance on Article 1.
- 2.4 The County will transfer the Fannin Memorial Monument and sepulchre, including the County-owned land on which the monument sits, to THC at no cost.
- 2.5 The THC will pay \$500,000 for all the remaining County-owned land adjacent to the Presidio La Bahia State Historic Site, including the Angel of Goliad Plaza and the surrounding land with all of its archeological resources, as well as any easement or right-of-way appurtenant to such County-owned land.

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- 2.6 The legal descriptions of all parcels to be transferred from the County to THC are included in Attachment A, which is attached hereto and incorporated as part of this Contract for all purposes.
- 2.7 The THC will work with Goliad County on the needed historic restoration and preservation needs of the historic county courthouse to address necessary repairs with a calculated amount agreed upon to be provided through the Historic Courthouse Preservation Program. This calculated amount is currently estimated to exceed \$1.2MM.
- 2.8 All of the above-mentioned amounts will be dedicated to the restoration and preservation needs of the Goliad County Courthouse.
- 2.9 The Parties acknowledge that any payments due to the other Party under this Contract will be made from current revenues and funds available to the paying Party.
- 2.10 The Parties further acknowledge that these amounts fairly compensate the County for the value of the items and land being transferred to the THC, including but not limited to the actual and historical value of the land and all historical and archaeological resources.
- 2.11 The Parties anticipate that under this Contract it may be necessary for a Party (the “Disclosing Party”) to transfer information of a confidential nature (“Confidential Information”) to the other Party (the “Receiving Party”). The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (i) appropriate stamp or markings on the document exchanged, or (ii) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the Receiving Party.
 - (a) “Confidential Information” does not include information that: (i) is or becomes publicly known or available other than as a result of a breach of this Contract by the Receiving Party; (ii) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (iii) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (iv) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.
 - (b) The Receiving Party shall use the same reasonable efforts to protect the Disclosing Party’s Confidential Information as it uses to protect its own confidential information of a similar nature. The Receiving Party may use Confidential Information only for the Purpose under this Contract and may disclose Confidential Information only to its directors, regents, officers, employees, agents, consultants, advisors, or other representatives (“Representatives”) having a need to know the Confidential Information for the Purpose, provided that they are subject to confidentiality obligations not less restrictive than those set forth herein, and that the Receiving Party remains responsible for its Representatives’ compliance with such obligations.

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- (c) If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this Contract.
- 2.11 The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this Contract for a period of three (3) years.
- 2.12 Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party in each case, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading or imply an endorsement by that Party or its employees. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Contract to be provided pursuant to this Contract.
- 2.13 Each Party shall be responsible for its own costs, risks, and liabilities as a result of its activities under this Contract without expectation of reimbursement or indemnification from the other Party.
- 2.14 This Contract commences on the Effective Date and continues for five (5) years (the "Term"), unless sooner terminated as provided herein. Unless terminated, the Parties may renew this Contract for successive five (5) year periods to accomplish the purpose of this Contract.
- 2.15 Either Party may terminate this Contract without cause effective upon thirty (30) days' written notice to the other Party. Either Party may terminate this Contract in whole or in part effective upon written notice to the other Party if the other Party materially breaches any term of this Contract and fails to cure such breach within ten (10) days after receiving written notice of the breach.
- 2.16 Each Party shall conduct all activities in connection with this Contract in compliance with all applicable federal, state, and local laws, rules, and regulations.
- 2.17 The validity of this Contract and all matters pertaining to this Contract, including but not limited to, matters of performance, breach, remedies, procedures, rights, duties,

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interpretation or construction, shall be governed and determined in accordance with the laws of the State of Texas. Venue for any suit arising under this Contract shall be in Travis County, Texas. County hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that County is not personally subject to the jurisdiction of a court of competent jurisdiction in Travis County Texas, or that the suit, action, or proceeding is brought in an inconvenient forum and/or the venue is improper.

- 2.18 Any notice required or permitted under this Contract must be in writing and in English, and is deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. Parties may change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

County: County Judge R. Mike Bennett
Goliad County
127 N Courthouse Square
Goliad TX 77963
[Email:]

With a copy to:

[NAME]
[Title]
[Address]
[Email:]

THC: Executive Director
Texas Historical Commission
P O Box 12276
Austin TX 78711-2276
Email: thc@thc.texas.gov

- 2.19 This Contract is not intended to create a partnership, joint venture, or joint enterprise between the Parties. Neither Party may bind the other or otherwise act in any way as the representative of the other, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization.
- 2.20 This Contract contains the entire understanding of the Parties as to its subject matter and supersedes all other written and oral agreements between the Parties as to that subject matter.
- 2.21 This Contract is assignable only with the written consent of both Parties.

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- 2.22 The Parties may amend this Contract in writing only with the consent of the governing bodies of both Parties.
- 2.23 Each provision of this Contract is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this Contract remain valid, legal, and enforceable.
- 2.24 Neither Party is liable or responsible to the other Party for any loss or damage or for any delays or failure to perform under this Contract due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, flood, fire, sabotage, terrorist acts or any other circumstances of like character (force majeure occurrence).
- 2.25 The Parties include an agency of the State of Texas and a political subdivision of the State of Texas and, under the Constitution and the laws of the State of Texas, each Party possesses certain rights and privileges, are subject to certain limitations and restrictions, and only have authority as is granted to the THC or Goliad County under the Constitution and the laws of the State of Texas.
- 2.26 The Parties expressly acknowledge that the THC is an agency of the State of Texas and Goliad County is a political subdivision of the state of Texas and nothing in this Contract will be construed as a waiver or relinquishment by either the THC or Goliad County of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by the Constitution and the laws of the State of Texas.
- 2.27 The dispute resolution process provided for in the Governmental Dispute Resolution Act, codified in Chapter 2009, Texas Government Code, is available to the parties to resolve any dispute arising under this Contract.
- 2.28 Each Party enters into this Contract as of the Effective Date, and each of the signatories to this Contract warrants that the governing body of each Party has reviewed and approved this Contract and has authorized the signatory to sign this Contract on behalf of the Party represented.

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IN WITNESS WHEREOF, this Contract is executed as of the last signature date below.

TEXAS HISTORICAL COMMISSION

By: _____

Name: Joseph Bell

Title: Executive Director

Date: _____

GOLIAD COUNTY

By: _____

Name: R. Mike Bennett

Title: Goliad County Judge

Date: _____