

(DRAFT)

**INTERLOCAL AGREEMENT RELATING TO THE SALE AND INSTALLATION OF
MEMORIAL BRICKS ON THE COURTHOUSE CORNERS OF THE GEORGETOWN
COURTHOUSE SQUARE**

This Interlocal Agreement (hereinafter referred to as the “Agreement”) is entered into, by, and between the undersigned Local Government of the State of Texas, namely the City of Georgetown, a home-rule municipal corporation and the County Seat of Williamson County, Texas (hereinafter called “the City”), and the Williamson County Historical Commission, a tax exempt entity whose members are appointed by the Williamson County Commissioner’s Court, where the Historical Commission’s authority is granted by Chapter 318, Texas Government Code, and whose mission is to preserve, protect, and promote historic and cultural resources (hereinafter be known as “the WCHC”).

Recitals

WHEREAS, the City and the WCHC have successfully partnered on the Memorial Brick Program for more than a decade, and

WHEREAS, the Memorial Brick Program was established to recognize and honor persons, organizations, and events related to military service, ancestral heritage, or historical significance, and that are in some manner associated with modern Citizens of Georgetown and Williamson County, and

WHEREAS, the WCHC wishes to continue the partnership with the City in a similar fashion to maintain the recognized longevity and achievements of the program whose funds support a multitude of other WCHC programs, such as cemetery restoration, historical markers, and preservation of historical landmarks, and

WHEREAS, the City has expressed its desire to partner with, and continue to support the work of and maintain a positive working relationship with the WCHC through a more formal agreement, and

WHEREAS, the WCHC Memorial Brick Program supports the City’s Mission Statement: “A Caring Community Honoring Our Past and Innovating for the Future,” and

WHEREAS, the Parties, acting by and through their respective signature authorities, do hereby adopt and find the foregoing premises and findings,

NOW THEREFORE, the Parties agree as follows:

**ARTICLE 1
DEFINITIONS**

Unless a provision in this Agreement explicitly states otherwise, the following terms and phrases in this Agreement shall have the following meaning:

Donor: A person(s) who donates a set dollar amount to the WCHC in order to purchase and locate the brick(s) on the Georgetown Courthouse Square to memorialize an ancestor, the military service of a veteran, a historical person associated with a historical event, or other approved figure, organization, or event.

Liability Form: A Statement, included in the Memorial Brick Order Form, signed by Donors to release the City of Georgetown of liability for maintenance, text, or other issues relating to the bricks other than the irreparable damage or destruction of the bricks as a direct result of action by the City.

Memorial Brick: A brick purchased by a Donor and installed by the City. The bricks are ordered by the WCHC through a professional brick engraving company in optional sizes of 4"x8" or 8"x8" with text that identifies a person(s) being recognized and honored as an ancestor, the military service of a veteran, a historical person associated with a historical event, or other WCHC approved figure.

ARTICLE II PURPOSE

The purpose of this Agreement is to outline the roles and responsibilities of the WCHC and the City in the Memorial Brick Program with the assurance and agreement that the WCHC's Memorial Brick Committee will not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status (Active, Reserve, Retired, etc.) in any of its operations.

ARTICLE III TERM

The term of this Agreement shall commence on the date on which all Parties hereto have executed this Agreement (Effective Date). This Agreement shall be reviewed 5 years from the Effective Date with the option to renew the Agreement for additional 5-year terms.

ARTICLE IV GUIDELINES AND RESPONSIBILITIES

- A. **Brick Program Management:** WCHC agrees to take responsibility for the Memorial Brick Program in its entirety including selling, ordering, receiving funds, approving brick text, maintaining records of funds, maintenance of bricks, etc. except for the initial brick installation.
- B. **Examination of Requests for Memorial Bricks:** The WCHC Brick Committee, upon receipt of a request (Order Form) for a Memorial Brick(s), will perform a due diligence background investigation of the person(s), organization or historical events to be honored/memorialized. WCHC will not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital

status, sexual orientation, or military status in any of its operations. WCHC will permit all requests for memorialization except those that fall under the Brick Text Exclusions.

- C. **Brick Text Exclusions:** WCHC will not accept a donation for any Memorial Brick that recognizes any person convicted of a felony, as defined by state, federal, or other jurisdiction's law, or persons convicted of war crimes or genocide. Such requests will be returned to the Donor with an explanation for the rejection and explain the Appeals process.
- D. **Dispute:** Should a donor wish to appeal a decision by the WCHC Memorial Brick Committee, a WCHC representative(s) will meet with a person(s) designated by the City to review the original request and will render a final decision on the appeal which will be forwarded to the donor.
- E. **Installation:** The City agrees to install bricks when a minimum of six bricks have been purchased, delivered, and are ready to install in order to limit repeated requests for assistance. WCHC will not request brick installation more than 6 times per year.
- F. **Coordination:** The WCHC will coordinate directly with the City of Georgetown Public Works Department to schedule installation of approved bricks; not fewer than six at a time. A WCHC representative will be present during installation to ensure proper placement of bricks per Exhibit B or a Donor's specific location request.
- G. **Removal:** In the event that Memorial Bricks must be removed for repair, maintenance, or installation of City or County utilities, fiber optics, or other reasons, the City will perform the excavation and re-installation and will take all reasonable care to avoid damage to the bricks. A WCHC representative will be present, if possible, at such excavation work and will be present to assist with proper placement during the re-installation process.
- H. **Damage:** If a Memorial Brick is irreparably damaged or destroyed as a direct result of the City actions, the City shall bear the cost of replacing (through the WCHC) and re-installing the Memorial Bricks in a timely manner. The WCHC will bear the responsibility of all other maintenance and repair costs.
- I. **Sole Agents:** The WCHC shall be the sole agent for the sale of Memorial Bricks to be located on the Georgetown Courthouse Square. The City of Georgetown shall be the sole agent to install, excavate, and re-install Memorial Bricks on the City-owned portions of the Georgetown Courthouse Square.
- J. **Contact Information:** *Add City and WCHC primary points of contact.*

Exhibit A: Memorial Brick Request Including Release of Liability Statement

See Attached

Exhibit B: Memorial Brick Layout

