

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AGREEMENT**

This Agreement (“Agreement”) is entered into by and between the State of Texas, acting by and through the Texas Historical Commission (“Commission”) and Collin County, a political subdivision of the State of Texas (“County”).

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby contract, covenant, and agree as follows:

**ARTICLE I  
PURPOSE**

- 1.01 The purpose of this Agreement is to resolve a dispute concerning the sale of the former Collin County Courthouse located at 210 S. McDonald, McKinney, Texas 75069 (the “Property”) to the City of McKinney, Texas.

**ARTICLE II  
AUTHORITY**

- 2.01 This Agreement is authorized under Texas Government Code §§ 442.008 and 442.011, 13 Texas Administrative Code § 17.2, and the Interlocal Cooperation Act, Texas Government Code ch. 791.

**ARTICLE III  
PERIOD OF THE AGREEMENT**

- 3.01 This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

**ARTICLE IV  
AUTHORITY AND POSITION OF THE COMMISSION**

- 4.01 Texas Government Code § 442.008 (a) provides as follows: County Courthouses. “(a) A county may not demolish, sell, lease, or damage the historical or architectural integrity of any building that serves or has served as a county courthouse without notifying the commission of the intended action at least six months before the date on which it acts.”
- 4.02 Texas Government Code § 442.011 provides as follows: “Penalty. A person who violates this chapter is subject to a civil penalty of not less than \$50 nor more than \$1,000 for each day of violation.”

- 4.03 Collin County did, on or about August 28, 2006, sell the Property to the City of McKinney without providing notice to the Commission. The Commission became aware of the sale of the Property on March 24, 2009.

**ARTICLE V  
AUTHORITY AND POSITION OF THE COUNTY**

- 5.01 The County constructed the Property and used the Property as its county courthouse from 1979 to 2006.
- 5.02 The County considered the Property to no longer meet its needs as a county courthouse and abandoned it as a courthouse. The building is currently vacant and was sold to the City of McKinney on August 28, 2006. The City of McKinney now proposes to demolish the Property.
- 5.03 The County erroneously neglected to sent notice be provided to the Commission under Texas Government Code § 442.008.

**ARTICLE VI  
COUNTY'S RESPONSIBILITIES**

- 6.01 The County no longer owns the Property and does not have the authority to maintain or preserve the Property.
- 6.02 In accordance with the provisions of Texas Government Code § 442.011, the County shall pay to the Commission the amount of One Thousand Dollars (\$1,000.00) as a civil penalty for the violation of Texas Government Code § 442.008, for failing to notify the Commission of the County's intent to sell the Property not less than six months prior to the date on which it intended to act. Such payment shall be tendered to the Commission within 30 days following the execution of this Agreement.

**ARTICLE VII  
RELEASE OF LIABILITY**

- 7.01 This Agreement shall constitute a full and complete release of liability for the County for all legal obligations under Texas Government Code § 442.008 concerning the sale of the Property to the City of McKinney on or about August 28, 2006.

**ARTICLE VIII  
AMENDMENTS**

- 8.01 This Agreement is the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this Agreement shall be in writing and signed by all parties hereto prior to the ending date hereof. Any other attempted changes, including oral modifications, written notices that have not been signed by both parties, or other modifications of any type, shall be invalid.

**ARTICLE IX  
NOTICES**

9.01 All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U. S. Mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such parties at the following addresses:

Commission:                    Texas Historical Commission  
   Post Office Box 12276  
   Austin, Texas 78711

County :                         The Honorable Keith Self  
   County Judge, Collin County  
   2300 Bloomdale Rd., Suite 4192  
   McKinney, TX 75071

**ARTICLE X  
SEVERABILITY**

10.01 In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**ARTICLE XI  
RESPONSIBILITIES OF PARTIES**

11.01 The Commission and the County agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**ARTICLE XII  
OWNERSHIP OF DOCUMENTS**

12.01 Upon completion or termination of this Agreement, all documents prepared by either party shall remain the property of such party. All documents and data prepared under this Agreement shall be made available to the Commission upon request.

**ARTICLE XIII  
COMPLIANCE WITH LAWS**

13.01 The parties hereof shall comply with all applicable Federal, State, and Local laws, statutes, ordinances, rules, and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this

Agreement. When required, either party shall furnish satisfactory proof of their compliance with such requirements stated above.

**ARTICLE XIV  
LIMITATION OF LIABILITY**

- 14.01 The Commission shall not be liable for any direct or consequential damages to County or any third party for any act or omission of the County in the performance of this Agreement. The Commission shall neither indemnify nor guarantee any obligation of the County.

**ARTICLE XV  
DISPUTE RESOLUTION**

- 15.01 The dispute resolution process provided for in Government Code Chapter 2260 shall be used, as further described herein, by the parties to attempt to resolve any claim for breach of this Agreement made by either party.
- 15.02 A claim by the County for breach of this Agreement that cannot be resolved between the parties in the ordinary course of business shall be submitted to the negotiation process provided in Government Code Chapter 2260, Subchapter B. Compliance by County with Government Code Chapter 2260, Subchapter B is a condition precedent to the filing of a contested case proceeding under Government Code Chapter 2260, Subchapter C.
- 15.03 The contested case process provided in Government Code Chapter 2260, Subchapter C is County's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Commission if the parties are unable to resolve their disputes under this Article XVII.
- 15.04 Compliance with the contested case process as provided in Article 17.02 hereof is a condition precedent to seeking consent to sue from the Texas Legislature under Civil Practices and Remedies Code Chapter 107. Neither the execution of this Agreement by the Commission nor any other conduct of any representative of Commission relating to the Agreement shall be considered a waiver of sovereign immunity to suit.
- 15.05 The submission, processing, and resolution of any claim by County hereunder is governed by 1 Texas Administrative Code § 68.1, *et seq.*, now and as hereafter amended.
- 15.06 Neither the occurrence of an event alleged to constitute breach of this Agreement nor the pendency of a claim constitute grounds for the suspension of performance by the County, in whole or in part.

**ARTICLE XVI  
SOLE AND ENTIRE AGREEMENT**

- 16.01 This Agreement constitutes the sole and entire agreement between the parties and supersedes any prior understandings or written or oral agreements.

**ARTICLE XVII  
SIGNATORY WARRANTY**

17.01 The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals as of the dates herein below.

**TEXAS HISTORICAL COMMISSION**

**COLLIN COUNTY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form only:

\_\_\_\_\_  
Joe H. Thrash  
Assistant Attorney General