

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: _____

Meeting Date: 12/21/2023

Submitted By: County Judge's Office

Department: _____

Signature of Elected Official/Department Head: _____

Court Decision: <small>This section to be completed by County Judge's Office</small>
<p>COMMISSIONERS COURT</p> <p>DEC 21 2023</p> <p>Approved</p>

Description:

Consider and Approve Loan of Artifact to Johnson County and Hold Harmless Agreement by Rita Mims Jackson for Amos Morrill's Settee Displayed in the Doty House with Authorization for County Judge to Sign-County Judge's Office

(May attach additional sheets if necessary)

Person to Present: _____

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: _____ minutes

Session Requested: (check one)

Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:

- County Attorney IT Purchasing Auditor
- Personnel Public Works Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

**LOAN OF ARTIFACT TO JOHNSON COUNTY
AND HOLD HARMLESS AGREEMENT**

This Agreement for Loan of Artifact and Artifacts (“Agreement”) is by and between LA RITA MIMS JACKSON, an individual (“Owner”), and Johnson County, Texas, a political subdivision of the State of Texas (the “County”) and is made effective as of the date approved and signed by the County (the “Effective Date”) as set forth below.

In consideration of the promises and covenants contained herein, Owner and the County hereby agree as follows:

Section 1. Loan of Artifact; Term. Subject to the terms and conditions hereof, Owner shall loan to the County, and the County shall borrow from Owner, the Artifact for a term commencing on the Effective Date and continuing until terminated under Section 6.

Section 2. Purpose and Use. This Agreement serve’s the County’s goal of preserving historic resources. It may be displayed publicly, but the County shall not exhibit the artifact for any private use. The County has the right to refuse to display any Artifact that the County deems in its sole discretion not to be of historical significance.

Section 3. Rights in Artifact. The County shall have the right to exhibit the Artifact in a reasonable manner and the right to photograph or otherwise reproduce the Artifact in any medium for purposes of record, education, or publicity by the County.

Section 4. Location of Artifact. The Artifact is currently located at the “Dotey House.” The County may continue to display the Artifact at that location or at another reasonable location.

Section 5. Covenants of the County. The County covenants and agrees as follows:

- (a) Maintenance of Artifact. The County shall keep the Artifact in the same condition in which it was received; provided, however, that Owner understands that all tangible objects are subject to gradual deterioration, for which the County shall not be responsible.
- (b) **INSURANCE. THE COUNTY SHALL NOT BE RESPONSIBLE TO OBTAIN AND MAINTAIN INSURANCE COVERING THE ARTIFACT. SHOULD OWNER DESIRE TO HAVE SAID ARTIFACT COVERED BY INSURANCE, OWNER SHALL BE RESPONSIBLE FOR OBTAINING INSURANCE COVERING THE ARTIFACT WHILE ON LOAN TO THE COUNTY.**

Section 6. Termination of this Agreement. Either Owner or the County may, at any time, at will and without cause, terminate this Agreement upon thirty (30) days’ advance written notice to the other party.

- (b) Effect of Termination. Upon any termination of this Agreement, the County shall promptly return the Artifact to Owner in accordance with Section 7.

The County's obligations under this Agreement shall continue in full force and effect unless and until the Artifact is returned to Owner.

Section 7. Return of Artifact. Upon termination of the Agreement, the Owner and County shall set a mutually agreed upon time for the Owner to pick up the Artifact from the County. The Owner is responsible for transporting the Artifact from the Display Location.

Section 8. LIMITATION ON LIABILITY. THE COUNTY ASSUMES NO LIABILITY FOR DAMAGE, DESTRUCTION, OR LOSS OF THE ARTIFACT DUE TO ACCIDENT, FIRE, THEFT, VANDALISM, OR ANY OTHER MANNER WHETHER INTENTIONAL OR ACCIDENTAL OR BY ANY ACTS OF GOD SUCH AS TORNADO, HAIL, RAIN, OR WINDSTROM. OWNER AGREES THAT COUNTY SHALL NOT BE RESPONSIBLE TO INDEMNIFY OWNER IN THE EVENT OF ANY DAMAGE, DESTRUCTION, OR LOSS OF THE ARTIFACT, AND OWNER AGREES TO HOLD COUNTY HARMLESS AND DOES HEREBY FOREVER RELEASE, DISCHARGE, AND WAIVE ANY CAUSE OF ACTION, EITHER LEGAL OR EQUITABLE AGAINST COUNTY THAT MIGHT ARISE OUT OF OWNER'S LOAN OF ARTIFACT.

Section 9. Notices. All notices and other communications required or permitted hereunder shall be, except as expressly provided herein, in writing and shall be mailed by registered or certified mail, postage prepaid, or otherwise delivered by facsimile transmission, by hand or by messenger, addressed:

If to Owner: La Rita Mims Jackson
1632 CR 700
Cleburne, Texas 76031
817.645.2300
Len.jacks@hotmail.com

And Heath Anthony Madsen
4356 CR 2216
Caddo Mills, Texas 75135
903.461.1057
madsenheath@gmail.com

If to the County: Christopher Boedeker
County Judge
2 North Main Street
Cleburne, Texas 76033

or to such other address, and to the attention of such other person or officer as either party may designate.

Section 10. GOVERNING LAW; CONSENT TO JURISDICTION. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE

WITH THE LAWS OF THE STATE OF TEXAS (EXCLUSIVE OF THE CONFLICT OF LAW PROVISIONS THEREOF).

ANY SUIT, PROCEEDING OR ACTION ARISING OUT OF OR INVOLVING THIS AGREEMENT SHALL BE IN JOHNSON COUNTY, TEXAS.

Section 11. Severability. If one or more of the provisions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect under applicable law, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and the remaining provisions hereof shall be given full force and effect.

Section 12. Entire Agreement/Amendment. The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to the subject matter of this Agreement and may not be modified by evidence of any prior or contemporaneous negotiations, representations, agreements and understandings. This Agreement supersedes, cancels and is in substitution of all agreements heretofore entered into between the parties with respect to the subject matter covered by this Agreement. No other representations, agreements or understandings between the parties shall be binding, unless in writing and signed by authorized representatives of the parties to this Agreement. This Agreement may only be amended in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

OWNER: LaRita Mims Jackson
LaRita Mims Jackson
Printed Name

THE COUNTY: Chh Boede DATE: 12-4-23
Christopher Boedecker, County Judge

ATTEST:
April Lung
COUNTY CLERK, JOHNSON COUNTY

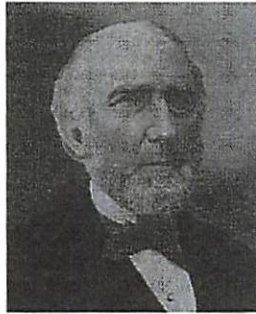


APPENDIX A

LIST OF ARTIFACT AND ARTIFACTS

Item (Describe Artifact, ie: title, date & artist if artifact, describe in detail and give date)	Estimated Value
1. Amos Morrill Settee Displayed in the Dotey House	Historical Value

To Johnson County/Dotey House c/o Johnson County Historical Commission
Re: Loaned settee, property of La Rita Mims Jackson.



Amos Morrill
1809 -1884



Miranda Abigail Dickson Morrill
1826-1906



John Albert Bryan
1847-1912

Amos Morrill was a United States federal judge who was born in Salisbury, Massachusetts, graduated from Bowdoin College in 1834 and read law to enter the Bar in 1836. He was in private practice in Murfreesboro, Tennessee from 1836 to 1839, in Clarksville, Texas from 1839 to 1856, and in Austin, Texas from 1856 to 1868. In 1843, while in Clarksville, he married my third great aunt, Miranda Abigail Dickson. He was a Justice of the Texas Supreme Court from 1868 to 1870, returning to private practice in Austin, Texas from 1870 to 1872.

On January 18, 1872, Morrill was nominated by President Ulysses Grant to a seat on the United States District Court for the Eastern District of Texas. Morrill was confirmed by the United States Senate on February 5, 1872, and received his commission the same day. He served in that capacity until his retirement, on October 18, 1883.

After his retirement, Morrill remained in private practice in Austin until he died there in 1884 and was buried in Oakland Cemetery, Dallas, TX.

Upon Miranda's death in Dallas, Texas, this settee was inherited by her nephew, John Albert Bryan, who was my great grandfather and resided at 504 Prairie Avenue, Cleburne, Texas until his death in 1912. It is thought that the settee was manufactured sometime around the middle 1800s and has remained in my family from generation to generation.

It is my pleasure to share this settee with the public for their viewing for an indefinite and temporary length of time. It is understood that this settee will remain my property although it is to be displayed in the "The Doty House"/"The Little Old House on Buffalo Street" which is owned by the Johnson County Historical Commission / Johnson County until such time as either party chooses to end this agreement. At that time, the owner or City will be notified as indicated below and the owner will take possession. In such case as I should not be able to be contacted or take possession, my son, Heath Anthony Madsen, will take possession.

Heath Anthony Madsen
Greenville, Texas
903-461-1057
madsenheath@gmail.com

La Rita Mims Jackson

La Rita Mims Jackson
Cleburne, Texas 76031
817-645-2300
len.jacks@hotmail.com

11-4-13
Date