

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF GEORGETOWN
AND
WEST WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 1:
PUBLIC PARKLAND MAINTENANCE AGREEMENT
(OAKS AT SAN GABRIEL – HIKE AND BIKE TRAIL)**

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Interlocal Agreement for Public Parkland Maintenance (this "Agreement") is made and entered into pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, effective as of this ____ day of _____, 2019 (the "Effective Date") by and between the CITY OF GEORGETOWN, TEXAS, a home-rule city located in Williamson County, Texas (the "CITY"), and WEST WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 1, a body politic and corporate and a governmental agency of the State of Texas, organized pursuant to the provisions of Article XVI, Section 59 of the Texas Constitution (the "MUD") (collectively, the "PARTIES"), and is as follows:

RECITALS:

WHEREAS, the MUD herein desires to maintain the portion of the hike and bike trail located within Lot 147, Block R, of Oaks at San Gabriel Section One-B, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded as Document No. 2014046368 of the Official Public Records of Williamson County, Texas (the "Public Parkland"); such park property further described as Williamson County Appraisal District property identifier number R530546, and such hike and bike trail further identified in Exhibit A; and

WHEREAS, the MUD acknowledges and agrees that the CITY has exclusive jurisdiction and control of the Public Parkland.

NOW, THEREFORE, in consideration of the premises; in furtherance of the mutual benefits to be derived by the general public and the residents of the Oaks at San Gabriel; and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the MUD agree as follows:

1. RECITALS ADOPTED

1.1. The recitals set out above in this instrument are hereby adopted in whole as though each were set out herein.

2. PUBLIC PARKLAND

2.1. Maintenance by MUD. The CITY authorizes the MUD, at the sole cost and expense of the MUD, to provide general routine maintenance for the portion of the hike and bike trail located within the Parkland, including, but not limited to, mowing, weeding, tree trimming, regular trash collection and removal of vegetation.

3. CITY RIGHTS TO PUBLIC PARKLAND

3.1 This Agreement is expressly subject and subordinate to the present and future right of the CITY, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, and renew any public utility facilities, or franchised public utilities, beneath or above the surface of the Public Parkland.

3.2 Nothing in this Agreement shall be construed to limit in any way the power of the CITY to alter or improve the Public Parkland pursuant to official action by the CITY or its successors. The CITY shall endeavor to provide the MUD with notice of proposed improvements, but shall be under no obligation to do so prior to commencement of work on such improvements.

4. INSURANCE

4.1 Prior to the commencement of any work under this Agreement, the MUD shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the CITY's City Manager, which shall be clearly labeled with the legal name of the Oaks at San Gabriel Public Parks project in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The CITY will not accept Memorandum of Insurance or Binders as proof of insurance. The Certificate(s) or form must have the agent's signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the CITY. The CITY shall have no duty to perform under this Agreement until such Certificate and endorsements have been received and approved by the CITY's City Manager. No officer or employee, other than the CITY's City Manager, shall have authority to waive this requirement.

4.2 Notwithstanding the provisions of Section 4.3 below, the CITY reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by CITY's City Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will the CITY allow modification at the request of the MUD whereupon the CITY may incur increased risk.

4.3 MUD's financial integrity is of interest to the CITY; therefore, subject to the MUD's right to maintain reasonable deductibles, the MUD shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at the MUD's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A-(VII), in the following types and for an amount not less than the amount listed:

TYPE	AMOUNTS
1. Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Products/completed operations c. Personal Injury d. Contractual Liability f. Sudden events involving pollution g. Broad form property damage, to include fire legal liability	Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
2. Business Automobile Liability a. Owned/leased vehicle b. Non-owned vehicle c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

4.4 The CITY shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the CITY as may be required to comply with the terms of this Agreement. The MUD shall be required to comply with any such requests and shall submit a copy of the replacement Certificate of insurance to the CITY at the address provided below within 30 days of the requested change. The MUD shall pay any costs incurred resulting from said changes.

City of Georgetown
Attn.: City Manager
P.O. Box 409
Georgetown, TX 78627

4.5 The MUD agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the CITY, its officers, officials, employees, volunteers, and elected representatives as additional insured's by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the CITY, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the CITY when the CITY is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the CITY.

4.6 The MUD agrees to give the CITY written notice of any suspension, cancellation, non-renewal or material change in coverage of any of the insurance policies required to be obtained and maintained by the MUD under the terms of this Agreement. Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, the MUD shall provide a replacement Certificate of Insurance and applicable endorsements to the CITY. The CITY shall have the option to suspend the MUD's authorization and liability under this Agreement should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

4.7 Nothing herein contained shall be construed as limiting in any way the extent to which the MUD may be held responsible for payments of damages to persons or property resulting from the MUD's performance of the work covered under this Agreement.

4.8 It is agreed that the MUD's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the CITY for liability arising out of operations under this Agreement.

4.9 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

5. INDEMNIFICATION

5.1 MUD INDEMNIFIES THE CITY ONLY FOR CLAIMS ATTRIBUTED TO MUD AND MUD ASSUMES ENTIRE RESPONSIBILITY AND LIABILITY FOR ANY CLAIM OR ACTIONS BASED ON OR ARISING OUT OF INJURIES, INCLUDING DEATH, TO PERSONS OR DAMAGES TO OR DESTRUCTION OF PROPERTY, SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED IN CONNECTION WITH OR TO HAVE ARISEN OUT OF OR INCIDENTAL TO THE PERFORMANCE OF THE MAINTENANCE SERVICES DESCRIBED IN PARAGRAPH 2.1 BY THE MUD, ITS AGENTS AND EMPLOYEES, AND ITS SUBCONTRACTORS, THEIR AGENTS AND EMPLOYEES.

6. TERMINATION

6.1 Termination by the MUD. This Agreement may be terminated by the MUD no sooner than one (1) year after the effective date of this Agreement by delivering written notice of termination to the CITY not later than 30 days before the effective date of termination.

6.2 Termination by the CITY. This Agreement may be terminated by the CITY no sooner than one (1) year after the effective date of this Agreement by delivering written notice of termination to the MUD not later than 30 days before the effective date of termination.

7. ASSIGNMENT

7.1 The MUD shall not assign, sublet or transfer its interest in this Agreement without the prior written consent of the CITY, which may be withheld for any reason. If such consent is granted, it shall then be the duty of the MUD, its successors and assigns, to give prompt written notice to the CITY of any assignment or transfer of any of the MUD's rights in this Agreement.

8. MISCELLANEOUS PROVISIONS

8.1 Laws Observance. The MUD shall not do, nor suffer to be done, anything on the Public Parkland during the term of this Agreement in violation of the laws of the United States, the State of Texas, or any of the ordinances of the CITY.

8.2 No Waiver. No waiver by the CITY of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation hereof.

8.3 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

8.4 Notice. Any notices required or appropriate under this Agreement shall be given in writing to the MUD at West Williamson County Municipal Utility District No. 1, c/o Armbrust & Brown, PLLC, 100 Congress Avenue, Suite 1300, Austin, TX 78701, and to the CITY at City of Georgetown; Attn.: City Manager; P.O. Box 409; Georgetown, TX 78627.

8.5 Headings. The paragraph headings contained herein are for convenience of reference and are not intended to define, extend, or limit any provisions of this Agreement.

8.6 Jurisdiction and Venue. This Agreement will be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Williamson County, Texas. This Agreement is made and is to be performed in Williamson County, Texas, and is governed by the laws of the

State of Texas.

8.7 Authorization. The signers of this Agreement each hereby represents that he or she has full authority to execute this Agreement on behalf of the party for which he or she is acting.

8.8 Entire Agreement. This Agreement and addenda contain the final and entire agreement between the PARTIES hereto and contains all of the terms and conditions agreed upon, and supersedes all other agreements, oral or otherwise, regarding the maintenance of the Public Parkland, none of which shall hereafter be deemed to exist or to bind the PARTIES hereto; it being the intent of the PARTIES that neither shall be bound by any term, condition, or representation not herein written.

8.9 Term. This Agreement shall be effective for one year from the last signature hereto, and shall automatically renew for additional one-year terms, unless otherwise terminated in accordance herewith. Termination of this Agreement shall automatically result in termination of the Revocable License Agreement of even date entered into between the parties hereto.

EXECUTED effective as of the date of final signature below.

THE MUD:

WEST WILLIAMSON COUNTY MUNICIPAL
UTILITY DISTRICT NO. 1,
a political subdivision in Williamson County, Texas

By: _____

Its: _____

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this ____ day of _____, 2019
by _____, _____ of West Williamson County Municipal Utility
District No. 1, a political subdivision in Williamson County, Texas, on behalf of said municipal
utility district.

My Commission Expires:

NOTARY PUBLIC, STATE OF TEXAS

THE CITY OF GEORGETOWN:

CITY OF GEORGETOWN, TEXAS,
a Texas home-rule city

By: _____
Dale Ross, Mayor

ATTEST

Robyn Densmore, City Secretary

APPROVED AS TO FORM

Charlie McNabb, City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this _____ day of _____, 2019
by Dale Ross, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the CITY.

My Commission Expires: _____
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT A

