

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effective this 19th day of November, 2024, by and between Williamson County, Texas (the "County") and the City of Georgetown, Texas (the "City"), political subdivisions of the State of Texas. In this Agreement, the County and the City are sometimes individually referred to as a "Party" and collectively referred to as "the Parties."

WITNESSETH:

WHEREAS, Texas Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the City established a scatter garden July 2024 in the I.O.O.F. Cemetery located at 1117 E. 7th Street, Georgetown, Texas; and

WHEREAS, the City maintains the I.O.O.F. Cemetery pursuant to Chapter 12.40 (City Cemeteries) of the City's Code of Ordinances; and

WHEREAS, the County is responsible for unclaimed remains under Section 711.002 of the State of Texas Health and Safety Code; and

WHEREAS, the County now desires to spread unclaimed cremains in the scatter garden where they will be comingled with other cremains; and

WHEREAS, the County will pay the City \$50.00 for each unclaimed cremains, and, a County representative will scatter and comingle the cremains in the scatter garden, and a memorial plaque will be displayed at the scatter garden with the name, date of birth, and date of death of the deceased.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

I. Definitions

1. The term "Scatter Garden" is a designated area in the cemetery where cremated human remains may be scattered and will be comingled with other cremated human remains where they will be unable to be recovered.
2. The term "Cremains" means the ashes of a cremated human body. The words cremains, ashes, and cremated remains are interchangeable.
3. The term "Unclaimed Cremains" relates to cremains that a person that has the right, duty,

and liability to dispose of provided by the Section 711.002 of the Texas Health and Safety Code, and if there is no person with the duty to inter and an inquest is held, the person conducting the inquest shall inter the remains; and if an inquest is not held, the county in which the death occurred shall inter the remains.

II. Terms and Conditions

1. City's Obligations.

- a) Maintenance of Scatter Garden. Except as provided for in Section 3 below, the City will be solely responsible for maintaining the Scatter Garden and the memorial plaque.
- b) Records. The City will keep records of the deceased that will be scattered in the Scatter Garden; that being Name, Date of Birth, Date of Death, and City/State of Death.
- c) Memorial Plaque. The City shall order, obtain, and install the memorial plaque after the County has paid the required fee, provided information on the deceased, and set up an appointment to scatter the cremains. However, the City does not guarantee the plaque will be completed and installed at the time cremains are scattered. The City shall not be responsible for ordering a new plaque in the event that the information the County provided was incorrect. If such information is incorrect or another error in the plaque is discovered, the County shall be responsible for paying the price of a replacement plaque.

2. County's Obligations.

- d) Payment. The County shall pay the City \$50.00 for each cremains to be scattered in the Scatter Garden, and it shall make such payment before the County scatters such cremains. Payment will be made within 30 days receipt by the Williamson County Auditor's Office.
- e) Possession of Cremains and Scattering. The County shall possess the cremains before the time for scattering, as the City will not accept the cremains in its possession. A County representative will be responsible for scattering the cremains within the boundaries of the Scatter Garden upon approval from the City of Georgetown's I.O.O.F. cemetery supervisor. The City has the right, but not the obligation, to be present before and during any scattering. Flowers may be placed only in the holders located on the memorial plaque wall. No other tokens may be left in the Scatter Garden.
- f) Information. When the County schedules the appointment to scatter cremains, the County shall provide the cemetery supervisor the deceased's name, date of birth, date of death, and city/state of death in writing via email.
- g) Appointments. The County shall make an appointment, three to five business days in advance of the scattering, for scattering the cremains with the cemetery supervisor prior to scattering cremains at the Scatter Garden. The County shall have no more

than two appointments each month for scattering cremains.

- h) **Laws.** At all times, the County must abide by all cemetery rules and regulations, including but not limited to Chapter 12.40 of the City's Code of Ordinances. Failure to abide by the City's ordinances and the cemetery rules amounts to a default of this agreement that allows the City to terminate this agreement for cause on five days' written notice.
- 3. **Damage.** If the County causes any damage to the cemetery property, the County shall be solely responsible for compensating the City for the full amount of such damage within thirty days.
- 4. **Representations.** The County represents and warrants that its officials or employees have the legal right to scatter cremains for each deceased individual under Section 711.002(e)(2) of the Texas Health and Safety Code. In the event that the County does not have the legal right to do so, the City shall not be liable to the County or any third party. Pursuant to Section 711.002(i), the City shall not be liable for carrying out the written directions of a decedent or the directions of any person who represents that the person is entitled to control the disposition of the decedent's remains.
- 5. **Termination.** The City or the County may, at either Party's discretion, terminate this agreement on thirty days' written notice.

III. Miscellaneous

- 1. **Severability.** The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.
- 2. **NO LIABILITY OR WARRANTY OF SERVICES.** THE PARTIES AGREE AND ACKNOWLEDGE THAT THE CITY DOES NOT ASSUME ANY LIABILITY FOR, OR WARRANT, THE SERVICES THAT A THIRD PARTY PROVIDES PURSUANT TO THIS AGREEMENT. THE COUNTY AGREES AND ACKNOWLEDGES THAT THE CITY SHALL NOT BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION THAT THE COUNTY MAY HAVE NOW OR IN THE FUTURE AGAINST ANY THIRD PARTY OR ANY DAMAGES OF ANY NATURE WHATSOEVER ALLEGEDLY SUSTAINED BY THE COUNTY, OR ANYONE HAVING A CLAIM BY, THROUGH, OR UNDER THE COUNTY, RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH THE SERVICES PROVIDED BY A THIRD PARTY PURSUANT THIS AGREEMENT.
- 3. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The Parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other

agents to induce execution of this Agreement.

4. **Amendments.** Any amendment of this Agreement shall be in writing and will be effective if signed by the authorized representatives of each Party.
5. **Waiver.** Lack of enforcement of any right under this Agreement by either Party shall not constitute a waiver of that right or any other in the future.
6. **Independent Relationship.** This Agreement is not a joint venture or other partnership between the parties. Each Party, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose.
7. **No Assignment.** This Agreement shall not be assigned in whole or in part by either Party.
8. **Applicable Law; Venue.** This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.
9. **Effective Date.** This Agreement is executed to be effective on the date the last Party signs this Agreement.
10. Pursuant to Chapter 791 of the Government Code, the County shall make its payments from current revenues available to it.

Bill Gravell, Jr., County Judge
Williamson County, Texas

ATTEST:

Nancy Rister, County Clerk

Josh Schroeder, Mayor
City of Georgetown, Texas

ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

Skye Masson, City Attorney