

**AGREEMENT REGARDING EXPANSION CONSTRUCTION AND JOINT USE OF  
THE  
WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER**

**BY AND BETWEEN**

**WILLIAMSON COUNTY, TEXAS**

**("County")**

**AND**

**THE CITY OF GEORGETOWN, TEXAS**

**("Georgetown")**

Executed and effective this \_\_\_\_ day of \_\_\_\_\_, 2025.

**AGREEMENT REGARDING EXPANSION CONSTRUCTION AND JOINT USE OF  
THE  
WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER**

**THIS AGREEMENT** ("Agreement") to expand the Williamson County Regional Animal Shelter is made and entered into by and between WILLIAMSON COUNTY (the "County") and the CITY OF GEORGETOWN ("Georgetown"); all of which are political subdivisions of the State of Texas ("the Parties").

**RECITALS**

**WHEREAS**, Texas Government Code, Chapter 791, the 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**, Georgetown requires an animal shelter with the capability of providing animal sheltering services within Georgetown on a regular basis; and,

**WHEREAS**, pursuant to the Williamson County Regional Animal Shelter Interlocal Agreement (the "WCRAS Agreement"), the County, and the cities of Round Rock, Leander, Cedar Park and Hutto (the "Member Governments") jointly operate the Williamson County Regional Animal Shelter ("WCRAS Shelter") for the purpose of providing the public need for animal sheltering within Williamson County; and,

**WHEREAS**, the WCRAS regularly operates at capacity and needs to expand its facility and operations in order to provide the public need for animal shelter and control services within Williamson County; and,

**WHEREAS**, the County and Georgetown share a common interest in designing and expanding a facility to better serve animal sheltering and control needs as described in the Texas Health and Safety Code, Chapter 823; and,

**WHEREAS**, Georgetown desires to become a new party to the WCRAS Agreement in exchange for Georgetown abiding by all terms of the Agreement, funding the cost of the WCRAS facility expansion ("Expansion Project"), paying the M&O Equalization Fee; and being responsible for its share of annual M&O expenses; and,

**WHEREAS**, on November 7, 2023, the residents of Georgetown approved a general obligation bond for the purpose of expanding animal sheltering services for Georgetown; and

**WHEREAS**, subject to the conditions stated herein, Georgetown has agreed to fund the Expansion Project with proceeds from one or more series of voter-approved bonds in an aggregate amount not to exceed \$15,000,000 in exchange for the rights provided to Georgetown in this and

other agreements to utilize the WCRAS for animal control and sheltering services for Georgetown; and

**WHEREAS**, the reasonably expected economic life of the Expansion Project is 20 years; and

**WHEREAS**, the County has agreed to construct the Expansion Project based on the final design as approved by both Parties and as further outlined herein.

**NOW, THEREFORE**, in consideration of the respective covenants and agreements of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the County and Georgetown agree as follows:

## **ARTICLE I. RECITALS**

The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

## **ARTICLE II. MISSION OF THE WCRAS**

The Mission of the WCRAS is to provide a safe haven with compassionate and humane treatment to the lost and unwanted pets in our jurisdiction.

## **ARTICLE III. PROJECT PURPOSE**

The County and Georgetown agree the major purpose of Georgetown funding the Expansion Project is to ensure the joint use and occupation of the WCRAS (including the Expansion) by Georgetown.

## **ARTICLE IV. DEFINITIONS**

The following terms shall have the meanings assigned to them as follows:

- A. "Architect's Contract" means the services contract(s) between the County and the Architect for, among other things, the design of the Expansion Project, the preparation of the Expansion Project Plans, and construction administration services, as the same may be amended, supplemented, modified, renewed, extended or replaced from time to time.

- B. "Expansion Project Construction Contract(s)" means the construction contract(s) approved by the County and the Expansion Project Contractor for the construction of the Expansion Project Improvements, as the same may be amended, supplemented, modified, renewed, extended, or replaced from time to time by the County with the consent of Georgetown, which shall not be unreasonably withheld or conditioned.
- C. "Expansion Project Contractor" means the general contractor approved by the County.
- D. "Expansion Project Construction Documents" means any and all contracts, documents or other instruments entered into by or on behalf of the County for the performance of the Expansion Project Improvements, including, but not limited to, the construction contracts and the Architect's Contract.
- E. "Expansion Project Improvements" means the Expansion Project described more fully in the Expansion Project Construction Contract to be attached at Exhibit B.
- F. "Expansion Project Scope" means the description of the Expansion Project and its components, to be attached at Exhibit A.

#### ARTICLE V. GENERAL TERMS AND CONDITIONS

- A. **Relationship of the Parties.** The relationship of the County and Georgetown under this Agreement is that of independent Parties, each acting in its own best interests, and notwithstanding anything in this Agreement to the contrary, no partnership, joint venture or other or additional business relationship is established or intended hereby between the County and Georgetown.
- B. **Incorporation of Appendices and Exhibits.** All Appendices, and Exhibits attached to this Agreement are incorporated herein by this reference in their entirety and made a part hereof for all purposes.
- C. **Interest on Overdue Obligations.** If any sum due hereunder is not paid on the due date thereof, the Party hereto owing such obligation to the other Party shall pay to the other Party interest thereon at the lesser of (i) the Prime Rate, or (ii) the maximum rate of interest permitted to be charged by applicable law (the "Default Rate"), concurrently with the payment of the amount from the date such amount was due until paid. The "Prime Rate" shall be the rate of interest from time to time published by the *Wall Street Journal*. Any payment of interest at the Default Rate pursuant to this Agreement shall not excuse or cure any default hereunder.
- D. **Survival.** Except as otherwise expressly provided in the Agreement or in any other Expansion Project Construction Document referenced herein, the representations, warranties, covenants and agreements of the Parties contained or provided for in such instruments and the Parties' obligations under any and all thereof shall survive the execution and delivery of such instruments.



**E. Notices.** Notices given under this Agreement will be effective if forwarded to a Party by hand-delivery; transmitted to a Party by confirmed fax; or deposited with the U.S. Postal Service, certified mail, postage prepaid, to the address of the Party indicated below:

County: Williamson County  
Attn: County Judge  
710 Main Street, Suite 101  
Georgetown, TX 78626  
Fax: (512) 943-1550

With copy to: Williamson County  
Attn: County Auditor  
710 Main Street, Suite 301  
Georgetown, TX 78626  
Fax: (512) 943-1500

Georgetown: City of Georgetown  
Attn: City Manager  
808 Martin Luther King Jr. St.  
Georgetown, Texas 78626  
Fax: (512) 930-3622

With copy to: City of Georgetown  
Attn: City Attorney  
809 Martin Luther King Jr. St.  
Georgetown, Texas 78626  
Fax: (512) 930-3622

Either Party may designate any other person or address for notice by written notice to the other Party.

**F. Dispute Resolution.** If either the County or Georgetown has a claim or dispute, the Parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both Parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the Parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the Parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both Parties. If the Parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

**G. Entire Agreement, Amendment, and Waiver.** The Agreement constitutes the entire agreement of the Parties thereto with respect to the subject matter thereof and supersedes all

prior written and oral agreements and understandings with respect to such subject matter. Neither the Agreement nor any of the terms thereof may be terminated, amended, supplemented, waived, or modified orally, but only by an instrument in writing signed by the Party against which the enforcement of the termination, amendment, supplement, waiver, or modification shall be sought.

- H. Method of Payment.** All amounts required to be paid by any Party to the other Party or any Person, either under the Agreement or under any other Expansion Project document referenced herein, shall be paid in such freely transferable coin or currency of the United States as at the time of payment shall be legal tender for the payment of public and private debts, by wire transfer, or other acceptable method of payment.
- I. Counterparts.** The Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same Agreement. All signatures need not be on the same counterpart.
- J. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas. Venue shall be the applicable courts of Williamson County, Texas.
- K. Interpretation and Reliance.** No presumption will apply in favor of any Party in the interpretation of the Agreement or in the resolution of any ambiguity of any provision thereof.
- L. Attorneys' Fees.** If Party defaults in the performance of any covenants, obligations or agreements of such party contained herein and the other Party places the enforcement of such instrument, or any part thereof, or the exercise of any other remedy therein provided for such default, in the hands of an attorney who files suit or institutes an action or proceeding upon the same (either by direct action or counterclaim), the non-prevailing Party shall pay to the prevailing Party its reasonable and necessary attorneys' fees and costs of court, as provided by Tex Loc. Gov't Code § 271.159. In addition to the foregoing award of attorneys' fees to the prevailing Party, the prevailing Party shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of the Agreement into any judgment on such instrument.
- M. Force Majeure.** The County and Georgetown will exert all efforts to perform the tasks set forth herein. However, neither the County nor Georgetown shall be held responsible for inability to perform under this Agreement if such inability is a direct result of a force substantially beyond its control, including but not limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy. Force majeure shall not, however, include economic hardship.

## **ARTICLE VI. REPRESENTATION OF THE PARTIES**

- A. Georgetown Representative.** Georgetown hereby designates the Georgetown Public Works Director or his/her replacements or designees to be the Georgetown Representative. Any consent, approval, decision or determination hereunder by the Georgetown Representative shall be binding on Georgetown, provided however, that the Georgetown Representative shall not have the right to modify, amend, or terminate this Agreement.
- B. County Representative.** The County hereby designates its Senior Director of Williamson County Facilities Management or his/her replacements or designees to be the County Representative. Any consent, approval, decision, or determination hereunder by the County Representative shall be binding on the County, provided however, that the County Representative shall not have the right to modify, amend, or terminate this Agreement.

## **ARTICLE VII. SPECIAL CONDITIONS**

**A. Conditions to Georgetown's Obligation to Perform.**

1. Georgetown agrees to fund the Expansion Project with proceeds of one or more series of voter-approved bonds in an aggregate amount not to exceed fifteen million dollars (\$15,000,000.00) (the "Georgetown Bonds"). In compliance with the covenants of the Georgetown Bonds and state and federal law, the Parties hereby agree that proceeds of the Georgetown Bonds will be used to expand the WCRAS in exchange for the rights provided in this Agreement and in the WCRAS Agreement, as amended, including utilizing the WCRAS in furtherance of its public purpose to provide animal sheltering and control services for Georgetown. The Parties agree that the fair market value of Georgetown's use of the WCRAS provided by this Agreement during the term hereof is at least reasonably equivalent to the total amount of proceeds of the Georgetown Bonds.
2. Georgetown will be financing a portion of the WCRAS with the proceeds of the Georgetown Bonds issued on a tax-exempt basis. In connection with the issuance of the Georgetown Bonds, Georgetown has given covenants (the "Bond Covenants") to the owners of the Georgetown Bonds that the WCRAS will be used in a manner that assures that the Georgetown Bonds continue to qualify as obligations within the meaning of section 103 of the Internal Revenue Code (the "Code"). The Parties agree not to use or permit the use of the WCRAS Expansion in a manner which they know or should know would result in a violation of the Bond Covenants or which would otherwise adversely affect the federal income tax status of the Georgetown Bonds under section 103 of the Code. Moreover, in furtherance thereof, if the Parties are notified by Georgetown that the Georgetown Bonds have been selected for audit by the Internal Revenue Service, then the Parties agree to provide to Georgetown such information in their possession with respect to the WCRAS Expansion in order that Georgetown may timely respond to any questions posed to it by the Internal Revenue Service.
3. Georgetown may subsequently issue refunding bonds to refund all or a portion of the Georgetown Bonds during the term of this Agreement, and any such refunding bonds

issued for a debt service savings that do not extend the final maturity date of the bonds being refunded shall also be considered "Georgetown Bonds" for purposes of this Agreement.

**B. Conditions to the County's Obligation to Perform.**

1. The County accepts the duty and responsibility to construct the Expansion Project pursuant to the terms and conditions stated in this Agreement. The County agrees to confer with Georgetown at regularly scheduled intervals to review the progress of the Expansion.
2. The County recognizes that Georgetown is only committing up to **Fifteen Million Dollars and No Cents (\$15,000,000.00)** for the Expansion Project. Any cost overruns will be paid for by the County.
3. If at any time there is concern that the Expansion Project will cost more than **Fifteen Million Dollars and No Cents (\$15,000,000.00)**, the County will convene a meeting as soon as possible with the Parties' Representatives to discuss the issues leading up to the concerns relating to a potential cost overrun.
4. The County agrees to cooperate with Georgetown in taking any actions reasonably necessary to minimize the risk of change orders that increase the costs of the Expansion Project. In the event it appears likely that the Expansion Project Contractor will be entitled to change orders that affect Expansion Project Costs under the Expansion Project Construction Contract, the Parties will jointly prepare and present to the Expansion Project Contractor proposed value engineering change orders to eliminate, to the extent possible, any increases. Any acceptable change orders must be approved by both Parties.
5. The County shall procure all goods and services for the Expansion Project in accordance with this Agreement and all applicable laws.

**ARTICLE VIII.  
TERM**

The term of this Agreement shall commence on the date this Agreement is approved by the County (the "Effective Date") and shall expire on the date the Georgetown Bonds are no longer outstanding. In no event shall the term of this Agreement be longer than 20 years beyond the date of issuance of the final series of Georgetown Bonds (excluding any refunding bonds).

**ARTICLE IX.  
EXPANSION PROJECT DESIGN**

- A. The County will enter into an Architect's Contract with the Architect for the preliminary design of the Expansion Project (the "Expansion Project Plans"). The Expansion Project Plans will be completed in accordance with the Expansion Project Scope, which is attached hereto and

incorporated herein as Exhibit A. The Expansion Project Scope will not be amended without the express written consent of both Parties.

- B. Expansion Project Plans.** The Expansion Project Plans (including detailed plans and specifications) are the responsibility of the County and shall be developed and prepared by the Architect in cooperation with Georgetown. Any changes in the Expansion Project Plans shall be subject to the prior approval of both Parties. Any termination and replacement of the Expansion Project Contractor following a default by the Expansion Project Contractor shall be subject to the approval of both Parties.
- C.** Georgetown shall review the Expansion Project Plans at 30%, 60%, and 90% completion, and shall approve the final design and construction Contract Documents in a mutually agreeable format. County shall provide copies of all written (including electronic) communications, documents, and other transmittals sent to or received from the vendors awarded design, engineering, and construction services.

## **ARTICLE X. EXPANSION PROJECT CONSTRUCTION**

- A.** The County will be responsible for any Expansion Project costs. "Expansion Project Costs" means Expansion Project Design Costs plus all of the following costs incurred or to be incurred by the County in order for the County to fulfill its obligations under the Agreement, the Expansion Project Construction Documents, and cause Final Completion of the Expansion Project Improvements: (a) all amounts payable under any of the Expansion Project Construction Documents; (b) legal costs; (c) costs for project management services; (d) all other costs incurred by the County and paid to third parties in accordance with the Agreement and Expansion Project Construction Documents to develop, construct, or furnish the Expansion Project, including management fees and fees and expenses of architects, engineers, testing firms, accountants, attorneys, and other consultants necessary to complete the design, development, construction, and furnishing of the Expansion Project Improvements; and (e) all insurance premiums on all policies of insurance required to be carried by the County; provided however, that other costs incurred by the County in order to fulfill its aforesaid obligations, but not specifically enumerated herein shall be Expansion Project Costs subject to the approval of Georgetown, which shall not be unreasonably withheld, delayed, or conditioned.
- B.** The County will utilize the Construction Manager-at-Risk method of project delivery in accordance with Section 2269.251 of the Texas Government Code.
- C.** The County shall enter into Expansion Project Construction Contract with the offeror that submits the proposal that offers the best value based on the published selection criteria and ranking evaluation for the Expansion Project. The Expansion Project Construction Contract shall include a Guaranteed Maximum Price ("GMP"), as provided by Government Code Section 2269.251. All modifications to the Expansion Project Construction Contract for the Expansion Project Improvements must be approved by both Parties.

- D. Construction of the Expansion Project shall be competitively bid and awarded by the County as required by Texas law.
- E. County shall provide, or cause its construction contractor to provide, electronic and hard copies of all Expansion Project Contract Documents to Georgetown within seven (7) days of the Effective Date of said Contract Documents (or portion thereof).
- F. County shall cause Georgetown to be named as an additional insured on the County's Contractor's insurance policies and on the insurance policy to be secured by the County. County shall cause the County's Contractor to provide a performance bond that includes County and City as dual obligees.
- G. City's Expansion Project Representative shall be invited to attend construction progress meetings for the Expansion Project, at the same time and in the same manner as the County and shall receive a copy of the minutes for each meeting at the same time the minutes are sent to the County.
- H. County shall provide to Georgetown copies of all material testing reports and all other inspection reports for the Expansion Project at the same time the inspection reports are sent to the County. City shall have the right to access and inspect the Expansion Project during construction and the County shall not interfere with such access or inspection by Georgetown.
- I. **Substantial Completion.** Georgetown and the County shall inspect the Expansion Project for compliance with the City's Code of Ordinances, the City's Unified Development Code, all Contract Documents, and to identify any punch-list items, when the Parties believe the Expansion Project is substantially complete. "Substantial Completion" means when the County and Georgetown agree the Expansion Project Scope of Work is complete and the Expansion Project is ready for occupancy as evidenced by the issuance of a Certificate of Occupancy by Georgetown. The County shall cause the Expansion Project to be substantially complete on or before 36 months following the County's receipt of the initial payment described in Article XI (such date, unless extended, being the "Deadline for Substantial Completion"). The County agrees to cause the Expansion Project Construction Contract to include a schedule for project completion.
- J. **Final Completion.** "Final Completion" means the final completion of all aspects of work and improvements contained in the Agreement and Expansion Project Construction Documents (including the completion of any punch-list type items identified at Substantial Completion). Substantial Completion of such work and improvements is prerequisite to Final Completion.
- K. **Access to Expansion Project.** Georgetown and its agents, employees, and contractors, have the right of access, for themselves and their authorized representatives, to the Property and the Expansion Project Improvements and all portions thereof, and at normal construction hours during the construction period, provided that such persons take such reasonable protective precautions or measures as the Expansion Project Contractor may reasonably request for the purpose of conducting inspections to determine compliance with this Agreement. The County will instruct the Expansion Project Contractor and all other contractors and consultants

engaged by the County with respect to the work under the Expansion Project Construction Contract to provide Georgetown with a duplicate copy of all notices, correspondence, reports, drawings or specifications, and other documentation delivered or received by either of them simultaneously with their delivery to the County, including, but not limited to, advance notice of weekly progress meetings; and allow Georgetown and its representatives to attend meetings relating to the work under the Expansion Project Construction Contract for the Expansion Project Improvements, including, but not limited to, weekly progress meetings and design review meetings.

- L.** The County, and all County contractors and subcontractors, shall comply with all applicable local, state, and federal laws. This includes compliance with the City's Unified Development Code. The County is not exempt from securing an approved site plan and all associated permits and inspections.
- M.** Georgetown shall be responsible for all permit fees in relation to the Expansion Project.

#### **ARTICLE XI. PAYMENT TERMS**

**Georgetown Contribution:** Except as otherwise provided in this Agreement, the following shall be applicable to the Payment of Expansion Project Costs.

1. \$1,500,000 within 30 days after the Effective Date of this Agreement; and
2. \$1,500,000 within 30 days after the final design and construction Contract Documents are executed; and
3. \$3,000,000 within 30 days after the Architect has certified in writing that the construction of the Expansion is 25% complete; and
4. \$3,000,000 within 30 days after the Architect has certified in writing that the construction of the Expansion is 50% complete; and
5. \$3,000,000 within 30 days after the Architect has certified in writing that the construction of the Expansion is 75% complete; and
6. \$3,000,000 within 30 days after the County and Georgetown agree the Expansion Project has reached Final Completion.

#### **ARTICLE XII. DEFAULT & REMEDIES**

- A. County Default.** The occurrence of any of the following shall be an "Event of Default" by the County:



1. Abandonment of the Expansion Project by the County or any termination, in whole or in part, of any of the Expansion Project Construction Contract or any of the work thereunder by the County without the consent of Georgetown unless pursuant to a right of termination based upon the existence of an event of default under such Expansion Project Construction Contract;
2. County default under the WCRAS Agreement, as amended, to include Georgetown as a Member Government provided Georgetown is in compliance with the terms and conditions of the WCRAS Agreement, as amended, and any such denial as a Member Government is not due to a default of Georgetown;
3. Except for force majeure events, any other circumstances caused by or results from a negligent act, error, or omission by County and are not due to the fault of Georgetown, but prevent Georgetown from utilizing the WCRAS for sheltering services or receiving the benefits of this Agreement or the WCRAS Agreement;
4. The failure of the County to substantially perform or substantially observe any of the obligations, covenants, or agreements to be performed or observed by the County under this Agreement.

**B. Georgetown Default.** The occurrence of the following shall be an “Event of Default” by Georgetown:

1. The failure of Georgetown to pay any of its monetary obligations to the County under this Agreement when due and payable if such failure continues for thirty (30) days after the County gives notice to Georgetown that such amount was not paid when due;
2. The failure of Georgetown to substantially perform or substantially observe any of the obligations, covenants or agreements to be performed or observed by Georgetown under this Agreement or the WCRAS Agreement, as amended.

**C. Opportunity to Cure.** If either party commits an Event of Default, the non-defaulting party shall deliver written notice of such Event of Default to the defaulting party. Such notice must specify the nature of the Event of Default and inform the defaulting party that unless the Event of Default is cured within ninety (90) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the defaulting party begins a good faith attempt to cure the Event of Default within ninety (90) days, then and in that instance, the ninety (90) day period may be extended by the non-defaulting party, so long as the defaulting party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Default. If, in the opinion of the non-defaulting party, the defaulting party does not cure the default within sixty (60) days or otherwise fails to make any diligent attempt to correct the Event of Default, the defaulting party shall be deemed to be in default and the non-



defaulting party may, in addition to seeking the remedies mentioned herein, terminate this Agreement.

- D. Parties' Remedies.** Upon the occurrence of a party's failure to cure an Event of Default as set out hereinabove, the non-defaulting party may, at its sole discretion, have the option to pursue any and all remedies available to that party at law or in equity, but subject to any limitations thereon set forth in this Agreement, without any notice or demand whatsoever, other than any notice expressly provided in this Agreement.

In addition to the aforementioned remedies, the following shall apply:

If Georgetown terminates this Agreement due to an Event of Default by County that is not cured by County in accordance with the terms hereof, County shall either (a.) pay the full amount of the principal and interest of the annualized Georgetown Bonds payments each year when such payments become due with the first payment commencing immediately following the date of County's uncured Event of Default and continuing thereafter until the Georgetown Bonds are paid in full; or (b.) fully redeem or defease the Georgetown Bonds immediately following the date of County's uncured Event of Default. Georgetown hereby agrees to provide County with all documentation necessary and requested by County relating to the Georgetown Bonds and their repayment terms, conditions, and obligations. The Parties agree, however, that County shall not be obligated to pay any amounts in relation to the Georgetown Bonds if County terminates this Agreement due to an Event of Default by Georgetown that is not cured by Georgetown in accordance with the terms hereof.

### **ARTICLE XIII.**

#### **MANAGEMENT OF WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER**

**A. General Responsibilities of the County**

1. In consideration for Georgetown providing funds for the Expansion Project and Georgetown's acceptance into the WCRAS, the County agrees to immediately provide Georgetown with the following animal services:
  - a. **Sheltering Services.** The County agrees to provide animal intake, sheltering, and adoption services for Georgetown.
  - b. **Chemical Capture and Euthanasia Program.** The County agrees to manage, in accordance with state law, a chemical capture and euthanasia program.
  - c. **Animal Holds.** The County agrees to intake and hold animals awaiting judicial process.
  - d. **Quarantined Animals.** In addition to the County's quarantine requirements under the Texas Administrative Code Chapter 169, the County agrees to quarantine dogs, cats, or domestic

ferrets whose owners' do not meet the home confinement criteria required by Texas Administrative Code Section 169.27(a).

#### **ARTICLE XIV. UTILITIES AND SERVICES**

Utilities and Services. County agrees to pay all charges for utilities and services used by it for the WCRAS, including but not limited to gas, electricity, telephone, sanitary sewer, water, drainage, and trash collection.

#### **ARTICLE XV. GEORGETOWN'S JOINT USE AND ACCESS RIGHTS**

- A. Full Access and Joint Use.** In addition to providing Georgetown with animal sheltering services, the Parties agree that each party shall have full use and access to the expanded facility to conduct the shared responsibilities of animal capture, intake, sheltering, adoption, and euthanasia. The County agrees to allow Georgetown to comply with the covenants of the Georgetown Bonds and state and federal law, including requiring that (i) the WCRAS facility will provide Georgetown with animal sheltering and control services in accordance with the terms hereof and the WCRAS Agreement, as amended, at least through the maturity date of the Georgetown Bonds, (ii) any early termination of such agreement due to an Event of Default by County that is not cured as set out herein will provide Georgetown with funds sufficient to pay, defease or redeem the Georgetown Bonds, as set out in Article XII.D., (iii) the proceeds of the Georgetown Bonds may only be expended on the capital costs of the Expansion Project as approved by Georgetown, (iv) Williamson County as the manager of the WCRAS facility will comply with all federal tax law covenants required to maintain the tax-exempt status of the Georgetown Bonds; and (v) Georgetown will receive formal reports on the WCRAS facility operations, financial status and the public benefits provided to Georgetown.
- B. Maintenance.** The County reserves its rights and obligations regarding day-to-day maintenance and operation of the WCRAS in accordance with the WCRAS Agreement.
- C. Chemical Capture and Euthanasia Program.** The County agrees to provide the WCRAS facility for Georgetown Animal Control officers to conduct chemical capture and euthanasia program in accordance with state law, including ensuring Georgetown Animal Control Officers performing chemical euthanasia will have access to sufficient space, supplies, and storage areas to conduct chemical capture and euthanasia.

#### **ARTICLE XVI. INSURANCE**

- A. County's Insurance.**

- a. County shall carry throughout the term of this Agreement fire and extended coverage insurance on the Expansion Project Improvements and all improvements therein for their full replacement value.
- b. County shall obtain and maintain throughout the term of this Agreement all risk property insurance on the WCRAS facility for its full replacement value.

**ARTICLE XVII.  
DESTRUCTION BY FIRE OR OTHER CASUALTY**

- A. Casualty.** If the Expansion Project Improvements are damaged by a fire, explosion, or similar casualty (a "Casualty") during the term of this Agreement, then County shall, within 30 days after such Casualty, deliver to Georgetown a good faith estimate prepared by County's architect (the "Damage Notice") of the date on which the repair of the damage caused by such Casualty will be substantially repaired (such date is herein called the "Estimated Restoration Completion Date").
- B. Georgetown's Right to Terminate.** If, during the term of this Agreement, the Expansion Project Improvements are damaged by Casualty such that Georgetown is prevented from using a material portion of the WCRAS in a manner reasonably comparable to that conducted immediately before such Casualty, then
1. If the Estimated Restoration Completion Date is later than 365 days after the date of the Casualty, Georgetown may terminate this Agreement by delivering written notice to County of its election to terminate within 30 days after the Damage Notice has been delivered to Georgetown; or
  2. If Georgetown does not, or does not have the right to, terminate this Agreement pursuant to this section and such damage is not substantially repaired by the Casualty Restoration Termination Date such that Georgetown may use the WCRAS in a manner reasonably comparable to that conducted immediately before the Casualty, then Georgetown may terminate this Agreement by delivering written notice to County of its election to terminate before the earlier of (A) ten days after the Casualty Restoration Termination Date or (B) substantial completion of such repairs.
- C. Casualty Restoration Termination Date.** Unless County and Georgetown agree in writing otherwise, the "Casualty Restoration Termination Date" shall be the earlier of (i) 365 days after the Casualty or (ii) the Estimated Restoration Completion Date; in each case, extended by the number of days of delay in achieving substantial completion of the repairs caused by events beyond the reasonable control of County, up to 90 additional days.
- D. Repair obligation.** If this Agreement is not terminated following a Casualty, then County shall, within a reasonable time after such Casualty, commence to repair the Expansion Project Improvements and shall proceed with reasonable diligence to restore the Expansion Project Improvements to substantially the same condition as they existed immediately before such Casualty. The County, however, shall only be required to repair or replace any part of the

furniture, equipment, and fixtures, to the extent it receives funds therefor from the insurance required to be maintained by County under this Agreement.

**ARTICLE XVIII.  
SALE AND ASSIGNMENT OR REPLACEMENT OF FACILITY**

The County shall not assign, sublet, or permit an assignment by operations of law of this Agreement or any interest hereunder without the prior written approval of Georgetown.

**ARTICLE XIX.  
ESTIMATED ANNUALIZED DEBT PAYMENTS**

Georgetown's Estimated Annualized Debt Payments for the Georgetown Bonds are set forth in Exhibit C.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the dates indicated below.

CITY OF GEORGETOWN, TEXAS

By:   
Josh Shroeder, Mayor

Date: April 8, 2025

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Steven Snell, County Judge

Date: \_\_\_\_\_, 2025

**EXHIBIT A**  
**EXPANSION PROJECT SCOPE**

Exhibit A will provide the Expansion Project Scope which will inform the Architect's Contract for the preliminary design of the Expansion Project. The County will attach and incorporate the contract when approved.

**EXHIBIT B**  
**EXPANSION PROJECT CONSTRUCTION CONTRACT**

Exhibit B will provide the construction contract(s) approved by the County and the Expansion Project Contractor for the construction of the Expansion Project Improvements. The County will attach and incorporate the contract when approved.

**EXHIBIT C**  
**ESTIMATED ANNUALIZED DEBT PAYMENTS**

Exhibit C will provide the various debt schedules for each tranche of debt issued by the City of Georgetown for the Expansion Project. The City will attach and incorporate updated schedules as the debt is issued.