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ANIMAL SHELTER LEASE AGREEMENT

THIS ANIMAL SHELTER LEASE AGREEMENT (the “Agreement”) is made by and between the CITY OF GEORGETOWN, a Texas home-rule municipal corporation (the “City”) and Williamson County, Texas, a political subdivision of the State of Texas (“Lessee”). For and in consideration of the mutual covenants and agreements herein contained, it is mutually agreed as follows:

- 1. Leased Area.** City hereby agrees to lease to Lessee the Georgetown Animal Shelter comprising the main shelter building, dog kennel building tech office building, temporary dog kennels, shed, morgan building, and surrounding yards, 110 Walden Dr, Georgetown, Williamson County, Texas as shown in Exhibit A attached to this Lease and made a part of this Lease for all purposes (the “Leased Area”).
- 2. Lease Term.** The term of this Agreement shall be for two (2) years, beginning on the effective date of the Second Amendment and Restatement of the Williamson County Regional Animal Shelter Agreement expanding the membership of the Regional Shelter (the “Initial Lease Term”). Upon expiration of the Initial Lease Term, the Agreement may be renewed for up to three (3) additional one (1) year terms on the same terms and conditions, upon the agreement, in writing, of City and Lessee.
- 3. Consideration.** As consideration for this Agreement, City agrees to lease the space described as Leased Area above to Lessee for use under the terms of and in accordance with this Agreement. In return, Lessee shall provide animal sheltering and control needs within the City of Georgetown as described in the Texas Health and Safety Code, Chapter 823.
- 4. Use of Leased Area.** Lessee will utilize the Leased Area only to provide animal sheltering and control services pursuant to the Texas Health and Safety Code, Chapter 823. Lessee shall not use the Leased Area for any other purpose.
- 5. Furniture.** The Lessee will have use of any furniture that is located in the Leased Area at the beginning of the Initial Lease Term. Lessee will be responsible for the maintenance of the furniture. Upon expiration of the initial term or any additional term thereafter, Lessee agrees that the furniture and any lockers located in the Leased Area remain the property of the City.
- 6. Other Property.** Upon expiration or termination of this Agreement, Lessee agrees to work with the City to transition assets from the Leased Area to the WCRAS shelter, including the memory bricks, Catio, and temporary kennel(s).

- 7. Maintenance and Utilities.** Lessee shall pay for day-to-day maintenance, janitorial services, and utilities costs (including the costs of phone, cable, internet, water cooler rental, first aid box, internet services, and any other services required for its operations). The City shall invoice the Lessee for the actual costs on a monthly basis by providing an itemized invoice to the Lessee. All payments shall be made in accordance with the Texas Prompt Payment Act.
- 8. Improvements.** If Lessee desires to make any improvements to the Leased Area, Lessee must request and receive the City's written approval prior to construction or implementation of any proposed improvements. Lessee shall be liable to pay all costs of any improvement. The City assumes no financial responsibility or obligation for payment of the cost of any improvements. Any improvements to the Leased Area made by Lessee shall remain and become property of the City at the end of a Lease Term.
- 9. Access to the Leased Area.**
- a. The City may enter the Leased Area at any time for any purpose. City may access at any time for any purpose the security cameras, gate, and Wi-Fi.
 - b. The City shall provide badge access and security camera access to the Lessee to enable the Lessee to enter and surveil the Leased Area.
 - c. The City shall remain the administer for building access control and shall maintain the security cameras and security camera programming for the Leased Area.
- 10. Termination.** Either party may, at its sole discretion, terminate this Agreement without recourse, liability, or penalty, by providing written notice at least one-hundred twenty (120) days prior to the date of termination.
- 11. Notices.** Notices or other correspondence concerning this Agreement shall be in writing and are effective only when mailed, certified mail, return receipt requested, as follows:

To City:

City of Georgetown
ATTN: Public Works Director
P.O. Box 409
Georgetown, Texas 78627
eric.johnson@georgetown.org

With a copy to:

City of Georgetown
ATTN: City Attorney
P.O. Box 409
Georgetown, Texas 78627
skye.masson@georgetown.org

To Lessee:

Williamson County, Texas
ATTN: County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

Williamson County
General Counsel's Office
401 W. 6th Street
Georgetown, Texas 78626

- 12. Condition of Property.** Lessee has inspected the Leased Area and accepts the Leased Area in its present condition "AS IS" unless expressly provided otherwise in this Agreement. City has made no express or implied warranties as to the condition or permitted use of the Leased Area. At the time this Agreement ends, Lessee will surrender the Leased Premises in the same condition as when received, normal wear and tear excepted. Lessee will not cause damage to the Leased Area and will not cause or allow hazardous materials or environmental contaminants on the Leased Area.
- 13. Lessee's Right to Audit.** City agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of City which are directly pertinent to the amounts expended under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. City agrees that County shall have access during normal working hours to all necessary City facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give City reasonable advance notice of intended audits.
- 14. Entire Agreement.** This Agreement constitutes the sole and only agreement of the parties, and supersedes any prior understandings or written or oral agreements between the Parties, concerning the subject matter of this Agreement. There are no verbal or written representations, understandings, stipulations, agreements or promises pertaining to this Agreement that are not incorporated in this Agreement. If a provision of this Agreement shall be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed and interpreted as if such invalid, illegal or unenforceable provisions had not been included. All exhibits referenced in this Agreement are attached and incorporated by reference for all purposes.
- 15. Amendment.** This Agreement may not be modified or amended except in writing signed by the City and Lessee.
- 16. Non-Assignment.** Lessee shall not assign or transfer any right or interest in this Agreement, in whole or in part, without prior written approval of the City. Lessee shall not sublease or rent out any part of the Leased Area without prior written consent of the City. This Agreement shall bind the parties, and their respective legal representative, successors, and permitted assigns.
- 17. No Third-Party Beneficiaries.** This Agreement shall not be construed as affording any rights or benefits to anyone other than City and Lessee.
- 18. Applicable Law.** This Agreement shall be construed and interpreted in accordance with Texas law. The parties agree that this Agreement is performable in Williamson County, Texas.

- 19. No Waiver of Sovereign Immunity.** The Parties agree that no provision of this Agreement is in any way intended to constitute a waiver by either party of any immunities from suit or from liability that Lessee of the State of Texas may have by operation of law.
- 20. Publicity.** City shall not use Lessee's name or refer to Lessee directly or indirectly in any media release, public service announcement or public service disclosure relating to this Agreement or any actions taken pursuant to obligations under this Agreement without first obtaining written consent from Lessee. This section is not intended to and does not limit City's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.
- 21. Partial Invalidity.** If any term or provision of this Agreement is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.
- 22. Non-waiver.** The failure of any party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in performance of any obligation under this Agreement shall constitute a consent or waiver to any breach or default in performance of or default in the performance of the same or any other obligation of this Agreement.
- 23. Insurance.** The Lessee shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with this Agreement by the Lessee, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are set forth in Exhibit B. Lessee's insurance certificate satisfying the City insurance requirements is attached as Exhibit C.

**IN WITNESS HEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS
CONTRACT IN MULTIPLE COUNTERPARTS.**

CITY OF GEORGETOWN, TEXAS

By: _____
Josh Shroeder, Mayor

Date: _____, 20____

ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

Skye Masson, City Attorney

WILLIAMSON COUNTY, TEXAS

By: _____
Steven Snell, County Judge

Date: _____, 20____

EXHIBIT A



EXHIBIT B

INSURANCE REQUIREMENTS

I. The Lessee agrees to maintain the types and amounts of insurance required in this Agreement throughout the term of the Agreement. The following insurance policies shall be required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Workers' Compensation
- D. Property Insurance

II. For each of these policies, the Lessee's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Lessee's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Lessee to the City pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City *before* work commences.

III. General Requirements Applicable to All Policies.

- A. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
- B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
- C. "Claims made" policies are not accepted, except for Professional Liability insurance.
- D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Georgetown.
- E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
 - 1. The insurance company is licensed and authorized to do business in the State of Texas
 - 2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO

3. All endorsements and coverages are included according to the requirements of this Agreement
 4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment
- F. The City of Georgetown, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

IV. Commercial General Liability requirements:

- A. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000 per occurrence per project for bodily injury and property damage with a \$2,000,000 annual aggregate limit.
- C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- E. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
- F. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

V. Business Automobile Liability requirements:

- A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.

- D. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

VI. Workers' Compensation Insurance requirements:

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Lessee, the Lessee, *all* employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer's policy (the Lessee's, or subcontractor's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Lessees and subcontractors *must* use that portion of the form whereby the hiring Lessee agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Lessee may not be used.
- B. The workers compensation insurance shall include the following terms:
 - 1. Employer's Liability limits of \$1,000,000 for each accident is required.
 - 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 - 3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

VII.

Property Insurance requirements:

- A. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- B. Lessee shall procure, at its sole cost and expense, property insurance covering Lessee' furniture, fixtures, equipment, and other personal property in, upon, or about the Leased Area, including Lessee's improvements and alterations made to the Leased Area, in an amount equal to one hundred percent (100%) of the insurable replacement cost of the insured property. Lessee shall obtain endorsements to such insurance for (i) all building glass within the Leased Area, (ii) loss of business income, (iii) extra expense in such amounts as will reimburse Lessee for direct and indirect loss of earning and incurred costs attributable to the perils commonly covered by Lessee's property insurance, and (iv) loss caused by mechanical or

electrical equipment breakdown (commonly referred to as boiler and machinery). Coverage shall include a sprinkler leakage endorsement and shall be for the replacement value of all covered property without deduction for depreciation of the covered items.

- C. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

EXHIBIT C
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff, a Marsh & McLennan Agency LLC Company 10100 Katy Freeway, #400 Houston, TX 77043	CONTACT NAME: PHONE (A/C, No, Ext): 713-877-8975 E-MAIL ADDRESS:	FAX (A/C, No): 713-877-8974
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :Safety National Casualty Corporation		15105
INSURED Williamson County 100 Wilco Way, Suite HR101 Georgetown, TX 78626		
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:PN89UCUD

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Public Officials / EPLI GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			XPR4068477	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			XPR4068477	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	SP4068470	10/01/2024	10/01/2025	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Animal Shelter located @ 110 Walden Drive, Georgetown, Texas

CERTIFICATE HOLDER

City of Georgetown P O Box 409 Georgetown, TX 78627

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE <i>R Michael Broadlove, Jr</i>



EVIDENCE OF PROPERTY INSURANCE

PN89UCUD

DATE (MM/DD/YYYY)

04/30/2025

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY McGriff, a Marsh & McLennan Agency LLC Company 10100 Katy Freeway, #400 Houston, TX 77043	PHONE (A/C, No, Ext): 713-877-8975	COMPANY Travelers Lloyds Insurance Company
FAX (A/C, No): 713-877-8974	E-MAIL ADDRESS:	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #:		
INSURED Williamson County 100 Wilco Way, Suite HR101 Georgetown, TX 78626	LOAN NUMBER	POLICY NUMBER KTLCM6S38361224
	EFFECTIVE DATE 10/01/2024	EXPIRATION DATE 10/01/2025
		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
	THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION

LOCATION/DESCRIPTION

Animal Shelter: 110 Walden Drive, Georgetown, Texas

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED

BASIC

BROAD

SPECIAL

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Equipment Floater	.	
Leased/Rented Equipment, in any one occurrence:	\$5,000,000	
Subject to a maximum per item of:	\$100,000	
Unscheduled Leased or Rented Contractors Equipment, in any one occurrence:	\$250,000	
Subject to a maximum per item of:	\$50,000	
Newly Acquired Contractors Equipment, in any one occurrence:	\$100,000	

REMARKS (Including Special Conditions)

Property Coverage Includes coverage arising out of any one Occurrence up to \$100,000,000 up to 115% of the individually stated value for scheduled properties, including \$250,000 Personal Property of Others, \$5,000,000 Newly Acquired at any one building for 120 days, \$1,000,000 Leasehold Interest in any one occurrence and \$1,000,000 Errors & Omissions, subject to applicable deductible on an "all risk, replacement cost basis, unless otherwise excluded or limited by policy wording".

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS City of Georgetown P O Box 409 Georgetown, TX 78627	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	MORTGAGEE	X	Lessor of Property: Animal Shelter
	LOAN #		
	AUTHORIZED REPRESENTATIVE <i>R. Michael Broadlove, Jr.</i>		