

## **INTERLOCAL AGREEMENT**

THIS AGREEMENT is entered into between the City of Cedar Park, Texas, "City", a Texas Municipal Corporation, and Williamson County, Texas, ("County"), in consideration of the mutual covenants stated herein.

The City grants to County a license to erect one (1) monument sign in the portion of the Little Elm Trail right-of-way in Cedar Park, Texas, approximately located at 100 Little Elm Trail, and being more particularly described by the site plan document attached hereto, marked Exhibit "A", and made a part hereof for all purposes. The sign dimensions, construction materials, color and lettering, as approved by City are shown on Exhibit "B" attached hereto and made a part hereof for all purposes. The property shall be used for no other purpose.

### **Term**

The license term is for an indefinite period of time terminable at the will of the City of Cedar Park or County, with or without cause, upon sixty (60) days notice to the other party. Upon notice of termination, County shall have sixty (60) days to remove the signs and all construction materials, including the sign base below ground, and return the land to its original condition by adding soil, grading, and seeding the area with grass, all at no cost to the City.

### **Construction and Maintenance**

County shall construct the sign strictly in accordance with Exhibit's "A" and "B" and any variations must be approved by the City's Director of Engineering & Director of Building Inspection in advance. County shall be solely responsible for keeping the grass area within three feet (3') of the sign in all directions neatly mowed and trimmed. Any plants or shrubs planted by County shall be maintained in a healthy condition and regularly trimmed with dying plants and shrubs to be immediately replaced. The sign shall always be maintained in a clean and

presentable condition, normal wear and tear excepted, and any damage to any part or all of the sign shall be immediately repaired or replaced within thirty (30) days from date of occurrence. County shall be solely responsible for all costs and expenses in constructing, maintaining, and removal of the sign.

#### **Sign Repair and Removal**

Should County fail to timely perform its repair or maintenance obligations stated in this Agreement the City may, upon seven (7) days notice to County of its intent, remove or repair the sign in its sole discretion, without any liability to County whatsoever, and all such direct or indirect costs and expenses incurred by City shall be the obligation of County to pay to City in full within thirty (30) days of receipt of the City's statement.

#### **Insurance**

County shall maintain comprehensive general liability insurance on both signs in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence combined policy for bodily injury or death and property damage naming the City as an additional insured at County's sole cost and expense. The insurance policy must be kept in full force and effect during the term of this Agreement and beginning thirty (30) days before the signs are constructed with a copy of the policy delivered to the City. County shall notify City of any change in insurance carriers and continually provide City a copy of all insurance within thirty (30) days of any new policy.

#### **Indemnification and Hold Harmless**

Only as permitted by law, County agrees that it shall fully indemnify and hold City harmless, together with its officers, agents and employees, from and against any and all claims, demands, actions, suits, losses, damages, liabilities, costs and/or expenses of every kind and nature, including but not limited to, court costs, litigation expenses and attorney's fees, and all

reasonable interest thereon, incurred by or sought to be imposed on City because of personal injury (including death), or damage to personal property, arising out of or in any way related (whether directly or indirectly, casually or otherwise) to: (1) the subject of this Interlocal Agreement between City and County; (2) the condition or location of the property upon which the sign is to be constructed; (3) the condition or location of the sign; and (4) the selection, use or failure to use, by any person or entity, of any tools, supplies, construction materials, method of construction or any safety measures or lack thereof in the design, construction, repair or maintenance of the sign to protect or warn any and all individuals using, traveling, or working on public property in, on, or around the sign. THIS INDEMNITY AND HOLD HARMLESS SHALL APPLY, WHETHER OR NOT ANY SUCH INJURY OR DAMAGE HAS BEEN, OR IS ALLEGED TO HAVE BEEN, CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF CITY, ITS EMPLOYEES, OFFICERS, OR AGENTS OR ON ANY OTHER THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL OR INTENTIONAL WRONGDOING OR THE BREACH OF A NON-DELEGABLE DUTY. County further agrees to defend City, at its sole cost and expense (at the election of City) against any claim, demand, action or suit for which indemnification is provided hereunder.

#### **Assignment**

This Agreement may not be assigned by County to any other individual or entity without first having obtained the written consent of City. Failure to secure City's prior written consent shall immediately and automatically void the assignment and this Agreement.

### Independent Contractor

County acknowledges that when performing under this Agreement it is an independent contractor acting on its own initiative and choice in the following duties, but not limited thereto, in selecting the sign location, sign design, construction materials, construction methods, safety factors, lighting, dimensions, repair and maintenance.

### Compliance

In performing its duties and obligations, County shall adhere to and comply with all State and local laws, ordinances and regulations in effect and that may hereafter become effective.

### Authority

County acknowledges that \_\_\_\_\_ has the authority to enter into this Agreement and bind County to it as evidenced by the corporate resolution attached hereto, marked Exhibit "C" and made a part hereof for all purposes.

### Venue

This Interlocal Agreement is solely performable in the State of Texas, County of Williamson and exclusive legal venue for any litigation arising under this Agreement shall lie in Williamson County, Texas.

This Agreement is executed in duplicate originals and shall take effect from and after the approval of the Cedar Park City Council and signature of the City Manager.

**COUNTY OF WILLIAMSON, TEXAS**

**CITY OF CEDAR PARK, TEXAS**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: Dan A. Crutts

BRENDA EIVENS

TITLE: County Judge

CITY MANAGER

DATE: September 1, 2009

DATE: August 13, 2009





1517 East Palm Valley Blvd.  
Round Rock, Texas 78664  
512 255-9690  
fax 512 388-1843

# NEW HIGHWAY 183 SIGNAGE TWIN LAKES PARK

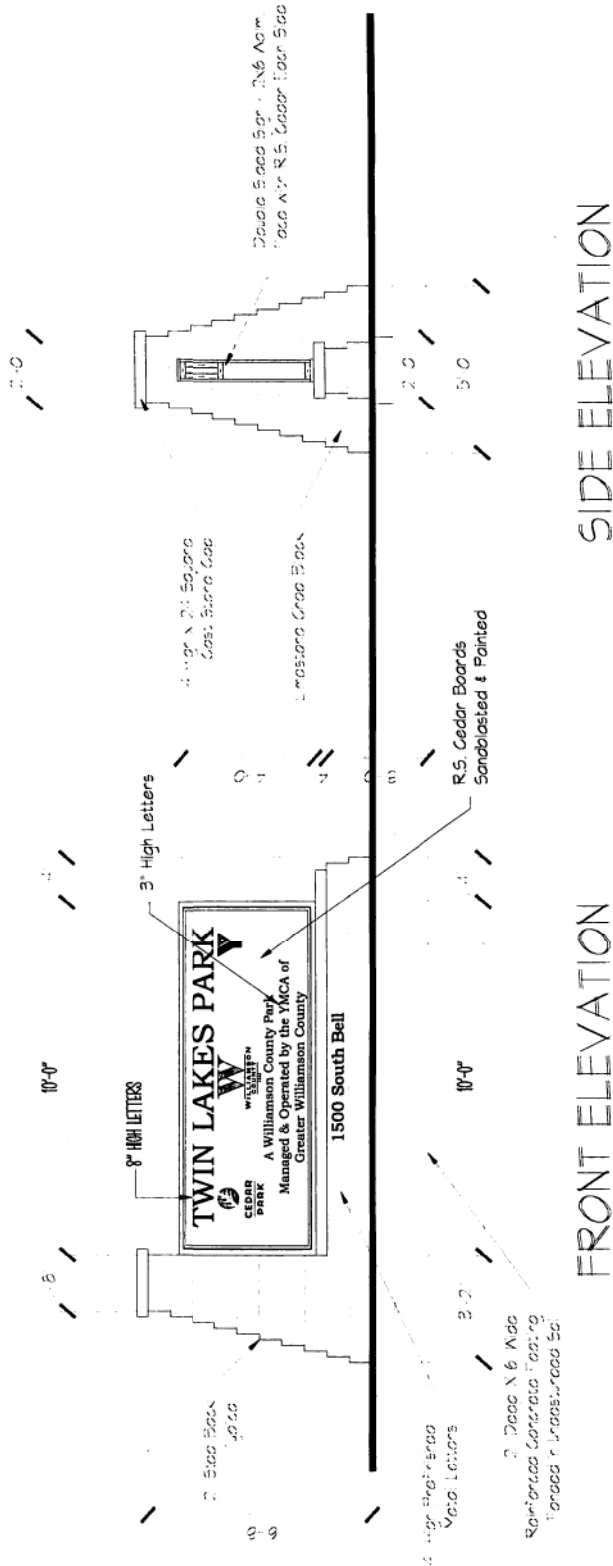
DATE

2/12/2007

LOCATION

1

Exhibit B



Verify Location With Architect.