

## GROUND MAINTENANCE EXTENSION AND RATIFICATION AGREEMENT

This **Ground Maintenance Extension and Ratification Agreement** (“**Agreement**”) is entered into effective as of \_\_\_\_\_, (the “**Effective Date**”), by and between the **City of Dripping Springs, Texas**, a Texas general law municipality (the “**City**”), and **Elk Ridge Construction, LLC**, (the “**Contractor**”). The City and Contractor may be referred to individually as a “**Party**” and collectively as the “**Parties**”.

### Recitals

- A. The Parties entered into that certain **Ground Maintenance Agreement** on or about July 22, 2024, a copy of which is attached or incorporated by reference as **Attachment A** (the **2024 Agreement**).
- B. The 2024 Agreement provides that its original term commenced on October 1, 2024 and ended on September 30, 2025.
- C. The 2024 Agreement further provides that the City and Contractor have the option to mutually agree in writing to renew the 2024 Agreement for two (2) additional one-year periods.
- D. The Parties contemplated renewing the 2024 Agreement for the first renewal term beginning October 1, 2025 and ending September 30, 2026, but the written 2025 renewal agreement was not fully executed.
- E. The Parties desire to ratify and confirm the continuation of the 2024 Agreement for the period beginning October 1, 2025 and ending September 30, 2026, and to further renew and extend the 2024 Agreement for the second renewal term beginning October 1, 2026 and ending September 30, 2027.
- F. The Parties intend this Agreement to confirm the Parties’ agreement that the 2024 Agreement remains in effect continuously from October 1, 2024 through September 30, 2027, subject to the terms of this Agreement.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

### 1. RATIFICATION OF 2025 RENEWAL TERM

- (a) The Parties ratify, confirm, and approve the renewal and continuation of the 2024 Agreement for the period beginning October 1, 2025 and ending September 30, 2026 (the **First Renewal Term**), notwithstanding that the written renewal agreement contemplated for that period was not fully executed.
- (b) The Parties acknowledge and agree that services performed, invoices submitted, payments made, and obligations arising during the First Renewal Term are governed by the 2024 Agreement, as continued and ratified by this Agreement.

**2. EXTENSION THROUGH SEPTEMBER 30, 2027**

- (a) The 2024 Agreement is further renewed and extended for the second additional one-year renewal period beginning October 1, 2026 and ending September 30, 2027 (the **Second Renewal Term**).
- (b) Unless earlier terminated in accordance with the 2024 Agreement or this Agreement, the term of the 2024 Agreement, as ratified and extended, shall expire on September 30, 2027.

**3. CONTINUOUS EFFECT**

- (a) The Parties intend that the 2024 Agreement shall be treated as continuously effective from October 1, 2024 through September 30, 2027, subject to the terms of the 2024 Agreement and this Agreement.
- (b) This Agreement does not create a gap, waiver, release, or interruption in the Parties' rights or obligations for the period beginning October 1, 2025 and ending September 30, 2026.

**4. TERMS OF 2024 AGREEMENT CONTINUE**

- (a) Except as expressly modified by this Agreement, all terms, conditions, schedules, rates, insurance requirements, indemnity obligations, disclosure requirements, payment terms, scope requirements, and other provisions of the 2024 Agreement remain in full force and effect through September 30, 2027.
- (b) If there is a conflict between this Agreement and the 2024 Agreement, this Agreement controls as to the conflict.

**5. NO OTHER MODIFICATION**

Except as expressly stated in this Agreement, this Agreement does not amend, waive, release, or modify any right, duty, remedy, claim, defense, or obligation under the 2024 Agreement.

**6. PAYMENT AND APPROPRIATION**

All payment obligations remain subject to the City's budgeting, appropriation, and funding requirements. The City does not waive any constitutional, statutory, charter, budgetary, fiscal, debt, or appropriation limitation.

**7. CONTRACTOR CERTIFICATIONS AND DISCLOSURES**

Contractor shall maintain and update all disclosures, certifications, insurance certificates, and vendor documentation required by the 2024 Agreement, City policy, and applicable law, including any required Conflict of Interest Questionnaire and Form 1295 Certificate of Interested Parties, to the extent applicable.

**8. NO CITY INDEMNITY; NO WAIVER OF IMMUNITY**

- (a) The City does not indemnify, defend, or hold harmless Contractor or any other person.

- (b) Nothing in this Agreement waives, limits, or impairs any governmental immunity, sovereign immunity, official immunity, statutory cap, limitation of liability, defense, privilege, or other protection available to the City, its officers, officials, employees, agents, attorneys, or volunteers under Texas law or other applicable law.

**9. GOVERNING LAW AND VENUE**

- (a) This Agreement shall be construed under and in accordance with the laws of the State of Texas. Mandatory and exclusive venue for any legal dispute arising under or relating to this Agreement shall be a court of competent jurisdiction located in Hays County, Texas.
- (b) No dispute arising out of or related to this Agreement shall be subject to arbitration or mandatory mediation unless both Parties agree in writing to submit a specific dispute to arbitration or mediation after such dispute arises.

**10. AMENDMENT**

This Agreement may be modified or amended only by a written instrument signed by both Parties and approved in the manner required by law and City policy.

**11. SEVERABILITY**

If any provision of this Agreement is held invalid or unenforceable, the provision shall be enforced to the maximum extent permitted by law and the remaining provisions shall remain in full force and effect.

**12. COUNTERPARTS AND ELECTRONIC SIGNATURES**

This Agreement may be executed in counterparts, each of which is considered an original, and all of which together constitute one agreement. A signed copy delivered by email, facsimile, or other electronic transmission has the same legal effect as delivery of an original signed copy.

**13. AUTHORITY**

Each person signing this Agreement represents that the person has authority to sign on behalf of the Party identified and to bind that Party to this Agreement.

**CITY OF DRIPPING SPRINGS**

**ELK RIDGE CONSTRUCTION, LLC**

**ATTACHMENT A  
2024 AGREEMENT**